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

Form 10-Q

Quarterly Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

For the quarterly period ended September 30, 2008 **Commission File Number 0-18761**

HANSEN NATURAL CORPORATION
(Exact name of Registrant as specified in its charter)

Delaware	**39-1679918**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

550 Monica Circle, Suite 201
Corona, California 92880
(Address of principal executive offices) (Zip code)

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

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes x No o

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 definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer x	Accelerated filer o
Non-accelerated filer o (Do not check if smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the Registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act).

Yes o No x

The Registrant had 92,431,568 shares of common stock, par value $0.005 per share, outstanding as of October 27, 2008.

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES SEPTEMBER 30, 2008

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PART I – FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

HANSEN NATURAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
AS OF SEPTEMBER 30, 2008 AND DECEMBER 31, 2007
(In Thousands, Except Par Value) (Unaudited)

	September 30, 2008	December 31, 2007
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 256,436	$ 12,440
Short-term investments	14,838	63,125
Accounts receivable, net	72,972	81,497
Inventories	110,466	98,140
Prepaid expenses and other current assets	9,181	3,755
Deferred income taxes	13,352	11,192
Total current assets	477,245	270,149
INVESTMENTS	109,530	227,085
PROPERTY AND EQUIPMENT, net	11,067	8,567
DEFERRED INCOME TAXES	16,208	14,006
INTANGIBLES, net	25,512	24,066
OTHER ASSETS	584	730
	$ 640,146	$ 544,603
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 60,724	$ 56,766
Accrued liabilities	12,277	9,019
Accrued distributor terminations	3,841	4,312
Accrued compensation	5,100	5,827
Current portion of capital leases	673	663
Income taxes payable	5,740	6,294
Total current liabilities	88,355	82,881
DEFERRED REVENUE	37,656	39,555
COMMITMENTS AND CONTINGENCIES (Note 8)		
STOCKHOLDERS' EQUITY:		
Common stock - $0.005 par value; 120,000 shares authorized; 96,785 shares issued and 92,432 outstanding as of September 30, 2008; 95,849 shares issued and 93,191 outstanding as of December 31, 2007	484	479
Additional paid-in capital	110,352	96,749

Retained earnings	485,128	353,648
Accumulated other comprehensive loss	(3,201)	(47)
Common stock in treasury, at cost; 4,354 and 2,658 shares as of September 30, 2008 and December 31, 2007, respectively	(78,628)	(28,662)
Total stockholders' equity	514,135	422,167
	$ 640,146	$ 544,603

See accompanying notes to condensed consolidated financial statements.

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
FOR THE THREE- AND NINE-MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(In Thousands, Except Per Share Amounts) (Unaudited)

	Three-Months Ended September 30		Nine-Months Ended September 30	
	2008	2007	2008	2007
NET SALES	$ 284,986	$ 247,211	$ 779,408	$ 657,826
COST OF SALES	135,550	118,829	379,039	315,555
GROSS PROFIT	149,436	128,382	400,369	342,271
OPERATING EXPENSES	67,644	55,002	197,560	175,559
OPERATING INCOME	81,792	73,380	202,809	166,712
INTEREST AND OTHER INCOME, net	2,111	2,161	8,506	5,439
INCOME BEFORE PROVISION FOR INCOME TAXES	83,903	75,541	211,315	172,151
PROVISION FOR INCOME TAXES	31,466	29,744	79,835	67,845
NET INCOME	$ 52,437	$ 45,797	$ 131,480	$ 104,306
NET INCOME PER COMMON SHARE:				
Basic	$ 0.57	$ 0.50	$ 1.42	$ 1.15
Diluted	$ 0.54	$ 0.46	$ 1.34	$ 1.06
WEIGHTED AVERAGE NUMBER OF SHARES OF COMMON STOCK AND COMMON STOCK EQUIVALENTS:				
Basic	92,337	91,572	92,852	90,589
Diluted	96,916	98,895	97,997	98,586

See accompanying notes to condensed consolidated financial statements.

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR NINE-MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(In Thousands) (Unaudited)

	Nine-Months Ended	
	September 30, 2008	September 30, 2007
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 131,480	$ 104,306
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of trademark	42	42
Depreciation and other amortization	2,559	1,488
Loss on disposal of property and equipment	87	25
Stock-based compensation	9,776	6,348
Deferred income taxes	(2,160)	(9,632)
Tax benefit from exercise of stock options	(2,198)	(27,332)
Provision for doubtful accounts	1	159
Effect on cash of changes in operating assets and liabilities:		

Accounts receivable	8,524	(35,581)
Inventories	(12,326)	(17,012)
Prepaid expenses and other current assets	(5,324)	(4,654)
Prepaid income taxes	—	(9,210)
Accounts payable	3,958	46,310
Accrued liabilities	3,259	(6,802)
Accrued distributor terminations	(471)	(1,240)
Accrued compensation	(727)	(201)
Income taxes payable	1,644	23,341
Deferred revenue	(1,899)	19,747
Net cash provided by operating activities	136,225	90,102
CASH FLOWS FROM INVESTING ACTIVITIES:		
Sales and maturities of held-to-maturity investments	—	3,528
Sales of available-for-sale investments	266,978	93,878
Purchases of available-for-sale investments	(106,685)	(192,110)
Purchases of property and equipment	(4,333)	(2,995)
Proceeds from sale of property and equipment	79	257
Additions to trademarks	(1,488)	(2,762)
Decrease in other assets	105	104
Net cash provided by (used in) investing activities	154,656	(100,100)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on long-term debt	(842)	(602)
Tax benefit from exercise of stock options	2,198	27,332
Issuance of common stock	1,725	7,213
Purchases of common stock held in treasury	(49,966)	—
Net cash (used in) provided by financing activities	(46,885)	33,943
NET INCREASE IN CASH AND CASH EQUIVALENTS	243,996	23,945
CASH AND CASH EQUIVALENTS, beginning of period	12,440	35,129
CASH AND CASH EQUIVALENTS, end of period	$ 256,436	$ 59,074
SUPPLEMENTAL INFORMATION:		
Cash paid during the year for:		
Interest	$ 33	$ 33
Income taxes	$ 80,839	$ 63,436

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE NINE-MONTHS ENDED SEPTEMBER 30, 2008 AND 2007
(In Thousands) (Unaudited) (Continued)

SUPPLEMENTAL DISCLOSURE OF NON-CASH ITEMS

The Company entered into capital leases for the acquisition of promotional vehicles of $0.9 million and $1.0 million for the nine-months ended September 30, 2008 and 2007, respectively.

The Company purchased $0.05 million and $0.5 million of property, plant and equipment which was included in accounts payable as of September 30, 2008 and 2007, respectively.

See accompanying notes to condensed consolidated financial statements.

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

1. BASIS OF PRESENTATION

Reference is made to the Notes to Consolidated Financial Statements, in the Company's Annual Report on Form 10-K for the year ended December 31, 2007 ("Form 10-K"), for a summary of significant accounting policies utilized by Hansen Natural Corporation ("Hansen" or the "Company") and its wholly-owned subsidiaries, Hansen Beverage Company ("HBC"), Monster LDA Company, formerly known as Hard e Beverage Company and previously known as Hard Energy Company and as CVI Ventures, Inc., Monster Energy UK Limited (Incorporated in the United Kingdom), a direct wholly owned subsidiary of HBC and Monster Energy Limited (incorporated in Ireland), a direct wholly owned subsidiary of HBC, Monster Energy AU Pty, Ltd. (incorporated in Australia), a direct wholly owned subsidiary of HBC, Blue Sky Natural Beverage Co. ("Blue Sky"), a direct wholly owned subsidiary of

HBC, Hansen Junior Juice Company ("Junior Juice"), a direct wholly owned subsidiary of HBC, and other disclosures, which should be read in conjunction with this Quarterly Report on Form 10-Q ("Form 10-Q").

The Company's financial statements included in this Form 10-Q have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and Securities and Exchange Commission ("SEC") rules and regulations applicable to interim financial reporting. They do not include all the information and footnote disclosures normally included in annual financial statements prepared in accordance with GAAP. The information set forth in these interim condensed consolidated financial statements for the three- and nine-months ended September 30, 2008 and 2007 is unaudited and reflects all adjustments, which include only normal recurring adjustments and which in the opinion of management are necessary to make the interim condensed consolidated financial statements not misleading. Results of operations for periods covered by this report may not necessarily be indicative of results of operations for the full year.

The preparation of financial statements in conformity with GAAP necessarily requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from these estimates.

The Company has reclassified $0.1 million of customer deposit liabilities in the accompanying condensed consolidated balance sheet as of December 31, 2007 from customer deposit liabilities to accrued liabilities to conform to the current period presentation.

2. RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

On January 1, 2008, the Company adopted Statement of Financial Accounting Standard ("SFAS") No. 157, "Fair Value Measurements" ("SFAS No. 157"), for its financial assets and liabilities. The Company's adoption of SFAS No. 157 did not have a material impact on its financial position, results of operations or liquidity. In accordance with Financial Accounting Standards Board ("FASB") Staff Position ("FSP") No. FAS 157-2, "Effective Date of FASB Statement No. 157" ("FSP 157-2"), the Company elected to defer until January 1, 2009 the adoption of SFAS

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No. 157 for all nonfinancial assets and liabilities that are not recognized or disclosed at fair value in the financial statements on a recurring basis. The adoption of SFAS No. 157 for those assets and liabilities within the scope of FSP 157-2 is not expected to have a material impact on the Company's financial position, results of operations or liquidity.

In October 2008, the FASB issued FSP FAS No. 157-3, "Determining the Fair Value of a Financial Asset When the Market for that Asset is Not Active" ("FSP 157-3"), that clarifies the application of SFAS No. 157 in a market that is not active and provides an example to illustrate key considerations in determining the fair value of a financial asset when the market for that financial asset is not active. FSP 157-3 is effective upon issuance, including prior periods for which the financial statements have not been issued. The adoption of FSP 157-3 did not have a material impact on the Company's financial position, results of operations or liquidity.

SFAS No. 157 provides a framework for measuring fair value and requires expanded disclosures regarding fair value measurements. SFAS No. 157 defines fair value as the price that would be received for an asset or the exit price that would be paid to transfer a liability in the principal or most advantageous market in an orderly transaction between market participants on the measurement date. SFAS No. 157 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs, where available. The following summarizes the three levels of inputs required by the standard that the Company uses to measure fair value.

- **Level 1:** Quoted prices in active markets for identical assets or liabilities.
- **Level 2:** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities.
- **Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

SFAS No. 157 requires the use of observable market inputs (quoted market prices) when measuring fair value and requires a Level 1 quoted price to be used to measure fair value whenever possible.

On January 1, 2008, the Company adopted SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities Including an Amendment of FASB Statement No. 115" ("SFAS No. 159"), which permits entities to choose to measure many financial instruments and certain other items at fair value. The adoption of SFAS No. 159 did not have an impact on the Company's condensed consolidated financial statements as management did not elect the fair value option for any other financial instruments.

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(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles" ("SFAS No. 162"). This standard is intended to improve financial reporting by identifying a consistent framework, or hierarchy, for selecting accounting principles to be used in preparing financial statements that are presented in conformity with GAAP for non-governmental entities. SFAS No. 162 is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board's amendments to Interim Auditing Standards Section 411, "The Meaning of Present Fairly in Conformity with GAAP." The Company does not expect the adoption of SFAS No. 162 to have a material impact on its condensed consolidated financial statements.

In April 2008, the FASB issued FSP No. FAS 142-3, "Determination of Useful Life of Intangible Assets" ("FSP 142-3"). FSP 142-3 amends the factors that should be considered in developing the renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS No.142, "Goodwill and Other Intangible Assets." FSP 142-3 also requires expanded disclosure related to the determination of intangible asset useful lives. FSP 142-3 is effective for fiscal years beginning after December 15, 2008. Earlier adoption is not permitted. The Company does not expect the adoption of FSP 142-3 to have a material impact on its condensed consolidated financial statements.

3. FAIR VALUE OF CERTAIN FINANCIAL ASSETS AND LIABILITIES

In accordance with SFAS No. 157, the following represents the Company's fair value hierarchy for its financial assets (cash equivalents and investments) measured at fair value on a recurring basis as of September 30, 2008:

	Level 1	Level 2	Level 3	Total
Cash	$ 15,355	$ —	$ —	$ 15,355
Money market funds	180,877	—	—	180,877
U.S. Treasuries	60,204	—	—	60,204
Municipal securities	12,943	—	—	12,943
Auction rate securities	—	—	111,425	111,425
Total	$ 269,379	$ —	$ 111,425	$ 380,804
Amounts included in:				
Cash and cash equivalents	$ 256,436	$ —	$ —	$ 256,436
Short-term investments	12,943	—	1,895	14,838
Long-term investments	—	—	109,530	109,530
Total	$ 269,379	$ —	$ 111,425	$ 380,804

The Company's Level 3 assets are comprised of municipal or educational related or other public body notes with an auction reset feature ("auction rate securities"). The majority of these notes carry an investment grade or better credit rating and certain of the notes are additionally backed by various federal agencies and/or monoline insurance companies. The applicable interest rate is reset at pre-determined intervals, usually every 7 to 35 days. Liquidity for these auction rate securities was typically provided by an auction process which allowed holders to sell their notes. During the nine-months

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ended September 30, 2008, a large portion of the auctions for these auction rate securities failed. There is no assurance that auctions on the remaining auction rate securities in the Company's investment portfolio will succeed. The auction failures appear to have been attributable to inadequate buyers and/or buying demand and/or the lack of support from financial advisors and sponsors. In the event that there is a failed auction, the indenture governing the security generally requires the issuer to pay interest at a default rate that is generally above market rates for similar instruments. The securities for which auctions have failed will continue to accrue and/or pay interest at their predetermined rates and be auctioned every 7 to 35 days until their respective auction succeeds, the issuer calls the securities, they mature or the Company is able to sell the securities to third parties. As a result, the Company's ability to liquidate and fully recover the carrying value of its auction rate securities in the near term may be limited. Consequently, certain of these securities are classified as long-term investments in the accompanying consolidated balance sheets.

A Level 3 valuation was performed for the Company's auction rate securities as of September 30, 2008, which indicated a fair value of $111.4 million. The valuation utilized a mark to model approach which included estimates for interest rates, timing and amount of cash flows, credit and liquidity premiums, and expected holding periods for the auction rate securities. These assumptions are typically volatile and subject to change as the underlying data sources and market conditions evolve. They represent the Company's current estimates given available data as of September 30, 2008.

Based on the Level 3 valuation performed as of September 30, 2008 for the purpose of complying with GAAP, the Company determined that there was a decline in fair value of its auction rate securities of $5.6 million, which was deemed temporary. This amount has been recorded net of a tax benefit of $2.2 million, as a component of other comprehensive loss for the nine-months ended September 30, 2008. Factors considered in determining whether a loss is temporary include length of time and the extent to which the investment's fair value has been less than the cost basis, the financial condition and near-term prospects of the issuer, including any specific events which may influence the operations of the issuer and the Company's intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery of fair value.

These auction rate securities will continue to accrue and/or pay interest at their contractual rates until their respective auctions succeed. Based on the Company's ability to access cash and other short-term investments and based on the Company's expected operating cash flows, the Company does not anticipate that the current lack of liquidity of these investments will have a material effect on its liquidity or working capital. If uncertainties in the credit and capital markets continue or there are ratings downgrades on the auction rate securities held by the Company, the Company may be required to recognize other-than-temporary impairments on these long-term investments.

HANSEN NATURAL CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

The following table provides a summary of changes in fair value of the Company's Level 3 financial assets as of September 30, 2008:

	Level 3 Auction Rate Securities
Balance at December 31, 2007	$ —
Transfers to Level 3	227,089
Realized loss included in income	—
Unrealized loss included in other comprehensive loss	(5,366)
Net settlements	(19,609)
Balance at March 31, 2008	$ 202,114
Transfers to Level 3	—
Realized loss included in income	—
Unrealized loss included in other comprehensive loss	(403)
Net settlements	(77,655)
Balance at June 30, 2008	$ 124,056
Transfers to Level 3	—
Realized loss included in income	—
Unrealized gain included in other comprehensive loss	219
Net settlements	(12,850)
Balance at September 30, 2008	$ 111,425

HANSEN NATURAL CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

4. INVESTMENTS

The following table summarizes the Company's investments at September 30, 2008 and December 31, 2007:

September 30, 2008	Amortized Cost	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Fair Value
Available-for-sale				
Short-term:				
Municipal securities	$ 12,943	$ —	$ —	$ 12,943
Auction rate securities	1,900	—	5	1,895
Long-term:				
Auction rate securities	115,075	—	5,545	109,530
Total	$ 129,918	$ —	$ 5,550	$ 124,368

December 31, 2007	Amortized Cost	Gross Unrealized Holding Gains	Gross Unrealized Holding Losses	Fair Value
Available-for-sale				
Short-term:				
Municipal securities	$ 63,125	$ —	$ —	$ 63,125
Long-term:				
Auction rate securities	227,085	4	—	227,089
Total	$ 290,210	$ 4	$ —	$ 290,214

The Company's short-term investments as of December 31, 2007 included variable rate demand notes of $60.6 million. Although the underlying maturities of these securities are long-term in nature, the investments are classified as short-term because they contain a 'put' feature which allows the holder to tender the securities at par value on seven days notice. The 'put' feature is supported by a letter of credit or standby purchase agreement provided by a highly-rated commercial bank. The notes are issued by municipalities and other tax-exempt entities and the interest rate payable on these investments resets on a weekly basis. Subsequent to December 31, 2007, the Company redeemed all its holdings of variable rate demand notes at par value.

5. INVENTORIES

Inventories consist of the following at:

	September 30, 2008	December 31, 2007
Raw materials	$ 27,062	$ 32,293
Finished goods	83,404	65,847

	$ 110,466	$ 98,140

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

6. PROPERTY AND EQUIPMENT, Net

Property and equipment consist of the following at:

	September 30, 2008	December 31, 2007
Land	$ 1,417	$ —
Leasehold improvements	2,111	2,027
Furniture and office equipment	4,348	3,921
Equipment	3,093	1,937
Vehicles	6,896	5,333
	17,865	13,218
Less: accumulated depreciation and amortization	(6,798)	(4,651)
	$ 11,067	$ 8,567

7. INTANGIBLES, Net

Intangibles consist of the following at:

	September 30, 2008	December 31, 2007
Amortizing trademarks	$ 1,169	$ 1,169
Accumulated amortization	(443)	(401)
	726	768
Non-amortizing trademarks	24,786	23,298
	$ 25,512	$ 24,066

All amortizing trademarks have been assigned an estimated useful life and such trademarks are amortized on a straight-line basis over the number of years that approximate their respective useful lives ranging from one to 25 years (weighted-average life of 19 years). Amortization expense recorded was $0.01 million for both the three-months ended September 30, 2008 and 2007, respectively. Amortization expense recorded was $0.04 million for both the nine-months ended September 30, 2008 and 2007, respectively. As of September 30, 2008, future estimated amortization expense related to amortizing trademarks through September 30, 2013 is approximately $0.05 million per year.

8. COMMITMENTS AND CONTINGENCIES

Purchase Commitments – The Company has purchase commitments aggregating approximately $52.5 million, which represent commitments made by the Company and its subsidiaries to various suppliers of raw materials for the manufacturing and packaging of its products. These obligations vary in terms and are due within the next twelve months.

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HANSEN NATURAL CORPORATION AND SUBSIDIARIES
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(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

In addition to the above obligations, pursuant to a can supply agreement between the Company and Rexam Beverage Can Company (“Rexam”) dated as of January 1, 2006, as amended, the Company has undertaken to purchase a minimum volume of 24-ounce resealable aluminum beverage cans over the four year period commencing from January 1, 2006 through December 31, 2009. Under the terms of the agreement, if the Company fails to purchase the minimum volume, the Company will be obligated to reimburse Rexam for certain capital reimbursements on a pro-rated basis. The Company’s maximum liability under this agreement as of September 30, 2008 is $4.7 million subject to compliance by Rexam with certain conditions.

Litigation – In August 2006, HBC filed a lawsuit against National Beverage Company, Shasta Beverages, Inc., Newbevco Inc. and Freek’N Beverage Corp. (collectively “National”) seeking an injunction and damages for trademark infringement, trademark dilution, unfair competition and deceptive trade practices based on National’s unauthorized use of HBC’s valuable and distinctive Monster Energy® trade dress in connection with a line of energy drinks it launched under the “Freek” brand name. In June 2007, the parties entered into a confidential settlement agreement resolving the parties’ disputes in the litigation. National subsequently repudiated the settlement agreement and HBC responded by filing a motion in the United States District Court for the Central District of California to enforce the terms of the confidential settlement agreement. On August 14, 2007, the United States District Court entered an Order enforcing the settlement agreement and permanently enjoining National from manufacturing, distributing, shipping, marketing, selling and offering to sell “Freek” energy drinks in containers using the original “Freek” trade dress that was subject to the District Court’s preliminary injunction. National filed a notice of appeal with the Ninth Circuit Court of Appeals of the United States. National requested that the District Court stay this Order pending its appeal to the Ninth Circuit Court of Appeals, which was subsequently denied by the District Court. The Ninth Circuit Court of Appeals has scheduled oral arguments for December 11, 2008.

In August 2006, HBC filed an action in the Federal Courts of Australia, Victoria District Registry against Bickfords Australia (Pty) Limited and Meak (Pty) Ltd. (collectively "Bickfords"), in which HBC is seeking an injunction restraining Bickfords from selling or offering for sale or promoting for sale in Australia any energy drink or beverage under the Monster Energy or Monster marks or any similar marks and for damages and costs. The defendants cross-claimed seeking an order to restrain HBC from selling, or offering for sale, or promoting in Australia any drink product under the Monster EnergyÒ or MonsterÒ trademarks or any similar trademarks and for costs. The trial took place in February 2007 and closing oral submissions took place in June 2007. The Court handed down its decision on March 31, 2008, in which the Court dismissed both parties' actions. As a result, neither HBC nor Bickfords are restrained from using the Monster or Monster Energy marks in Australia. HBC is appealing the Court's decision. The appeal hearing took place on August 4 and 5, 2008 and HBC is awaiting the decision of the Court.

In September 2006, Christopher Chavez purporting to act on behalf of himself and a class of consumers yet to be defined filed an action in the Superior Court, of the State of California, City and County of San Francisco, against the Company and its subsidiaries for unfair business practices, false advertising, violation of California Consumers Legal Remedies Act, fraud, deceit and/or misrepresentation alleging that the Company misleadingly labels its Blue Sky beverages as

originating in and/or being canned under the authority of a company located in Santa Fe, New Mexico. Defendants removed this Superior Court action to the United States Court for the Northern District of California under the Class Action Fairness Act, and filed motions for dismissal or transfer. On June 11, 2007, the United States District Court, Northern District of California granted the Company's motion to dismiss Chavez's complaint with prejudice. On June 21, 2007, Mr. Chavez noticed an appeal in the United States Court of Appeal for the Ninth Circuit. Mr. Chavez, as the appellant, has filed his opening brief and Hansen's response has also been filed. The appeal has not been scheduled for hearing.

In January 2007, the Company's distributor for the Riverside and San Bernardino, California territories, Gate City Beverage Company ("Gate City"), notified the Company of its intention to sell its business and requested the Company consent to the assignment of the distribution agreement with the Company. The Company declined its consent and exercised its contractual right to terminate the Gate City distribution agreement upon thirty days prior written notice. Gate City threatened to take "appropriate action" against the Company and third parties for what it contended was an improper termination of the distribution agreement. The Company denied Gate City's assertion regarding improper termination of the applicable distribution agreement. On February 6, 2008, Gate City filed a demand for arbitration with the American Arbitration Association to be held in Orange County, California, claiming damages in an amount exceeding $5.0 million, plus attorneys' fees and costs. The Company disputes liability and is defending the claim. The parties are presently conducting discovery and the arbitration hearing has been set for March 30, 2009 through April 3, 2009.

On July 3, 2008, the Company filed a lawsuit in the Superior Court for the State of California for Los Angeles County against St. Paul Mercury Insurance Company ("St. Paul") due to St. Paul's failure to reimburse the Company for certain costs and expenses incurred and paid by the Company for and in connection with the investigation and defense of various proceedings relating to certain stock option grants made by the Company (the "St. Paul Complaint"). St. Paul sold the Company a directors and officers insurance policy that covered such expenses during the pertinent time period. St. Paul has reimbursed the Company for certain of the costs and expenses associated with the Company's successful defense against the proceedings, but has refused to pay the remainder of the limits of its policy. The St. Paul Complaint alleges that St. Paul is liable to the Company for the difference. The St. Paul Complaint seeks a declaration concerning the amount the Company is owed by St. Paul and asserts claims for breach of contract and tortuous breach of the implied covenants of good faith and fair dealing. The Company seeks damages arising from St. Paul's breach of the policy, punitive damages, and reimbursement of the attorneys' fees expended in the investigation and litigation. On August 1, 2008, St. Paul removed the lawsuit to the United States District Court for the Central District of California. On August 8, 2008, St. Paul answered the St. Paul Complaint and denied that it has any further responsibility to the Company beyond the amount for which it had previously reimbursed the Company. A trial has been preliminarily scheduled in this litigation for November 17, 2009. The parties are presently engaged in the preliminary phases of pre-trial discovery.

On July 11, 2008, the Company initiated an action against Citigroup Inc., Citigroup Global Markets, Inc. and Citi Smith Barney, in the United States District Court, Central District of California, for violations of federal securities laws and the Investment Advisors Act, arising out of the Company's purchase of auction rate securities. The Court has granted defendants' motion to compel arbitration before the Financial Industry Regulatory Authority.

On August 28, 2008, the Company initiated an action against Oppenheimer Holdings Inc.; Oppenheimer & Co. Inc.; and Oppenheimer Asset Management Inc., in the United States District Court, Central District of California, for violations of federal securities laws and the Investment Advisors Act, arising out of the Company's purchase of auction rate securities. The defendants answered the complaint on October 14, 2008 denying the allegations set forth therein.

The Company is subject to litigation from time to time in the normal course of business, including claims from terminated distributors. Although it is not possible to predict the outcome of such litigation, based on the facts known to the Company and after consultation with counsel, management believes that such litigation in the aggregate will likely not have a material adverse effect on the Company's financial position or results of operations.

Securities Litigation – On September 11, 2008, a federal securities class action complaint styled *Cunha v. Hansen Natural Corp., et al.* was filed in the United States District Court for the Central District of California (the "District Court"). On September 17, 2008, a second federal securities class action

(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

complaint styled *Brown v. Hansen Natural Corp., et al*. was also filed in the District Court.

Both actions, filed by single individual shareholders purportedly on behalf of a class of purchasers of the Company's stock during the period May 23, 2007 through November 8, 2007 (the "Class Period"), name as defendants the Company, Rodney C. Sacks, and Hilton H. Schlosberg. The allegations of both complaints are substantially similar. Plaintiffs allege violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. Plaintiffs allege, among other things, that during the Class Period, the defendants issued materially false and misleading statements that failed to disclose that: (i) the Company's second quarter sales results were "materially impacted by inventory loading as customers were induced to purchase more product before the Company raised its prices in its Monster Energy drink line and its Java Monster drink line"; (ii) the Company was "experiencing declining sales in its non-core drink lines"; (iii) the Company was "experiencing production shortfalls with its Java Monster drink line"; and (iv) as a result of the foregoing, defendants "lacked a reasonable basis for their positive statements about the Company and its prospects." The complaints seek an unspecified amount of damages.

Plaintiffs' motions for appointment of Lead Plaintiff are due by November 10, 2008. After Lead Plaintiff is appointed, if a motion for consolidation is granted, defendants must respond within forty-five days from the date of service of any consolidated complaint or the designation of one complaint as the operative complaint in the consolidated class actions. If a motion for consolidation is denied, then defendants must respond to the complaint forty-five days from the date on which the denial of such motion is entered on the Court's docket.

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Derivative Litigation – On September 15, 2008, a derivative complaint was filed in the Superior Court of the State of California, County of Riverside, styled *Stueve v. Sacks, et al.* (RIC508262). On October 15, 2008, a second derivative complaint was filed in the United States District Court for the Central District of California, styled *Merckel v. Sacks, et al*. The derivative suits were each brought, purportedly on behalf of the Company, by a shareholder of the Company who made no prior demand on the Company's Board of Directors.

Stueve has decided to voluntarily withdraw his complaint, which was based on factual allegations that were substantially similar to those set forth in the two securities class action complaints described above. On October 31, 2008, the parties entered into and submitted for the Court's approval a stipulation providing for the dismissal of the *Stueve* action in its entirety and without prejudice.

The *Merckel* complaint names as defendants certain current and former officers, directors, and employees of the Company and HBC, including Rodney C. Sacks, Hilton H. Schlosberg, Harold C. Taber, Jr., Benjamin M. Polk, Norman C. Epstein, Mark S. Vidergauz, Sydney Selati, Thomas J. Kelly, Mark J. Hall, and Kirk S. Blower, as well as the administrator of the Estate of Michael B. Schott and Hilrod Holdings, L.P. The Company is named as a nominal defendant. The factual allegations of the *Merckel* complaint are also substantially similar to those set forth in the two securities class action complaints described above. The *Merckel* complaint alleges, among other things, that between May 2007 and the present, the defendants directed the Company to issue a series of improper statements concerning its business prospects. The complaint further alleges that while the Company's shares were purportedly artificially inflated because of those improper statements, certain defendants sold Company stock while in possession of material non-public information regarding the Company's "true" business prospects. The complaint asserts causes of action for breaches of fiduciary duties, aiding and abetting breaches of fiduciary duty, violations of Cal. Corp. Code §§ 25402 and 25403 for insider selling, and unjust enrichment. The suit seeks an unspecified amount of damages to be paid to the Company, adoption of corporate governance reforms, and equitable and injunctive relief.

Although the ultimate outcome of these matters cannot be determined with certainty, the Company believes that the complaints are without merit. The Company intends to vigorously defend against these lawsuits.

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9. COMPREHENSIVE INCOME

The components of comprehensive income are as follows:

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008	2007	2008	2007
Net income, as reported	$ 52,437	$ 45,797	$ 131,480	$ 104,306
Other comprehensive income (loss):				
Change in unrealized loss on available-for-sale securities, net of tax	28	—	(3,348)	—
Foreign currency translation adjustments	200	—	194	—
Comprehensive income	$ 52,665	$ 45,797	$ 128,326	$ 104,306

The components of accumulated other comprehensive (loss) is as follows:

	September 30, 2008	December 31, 2007
Accumulated net unrealized loss on available-for-sale securities,	$ (3,348)	$ —

(Tabular Dollars in Thousands, Except Per Share Amounts) (Unaudited)

net of tax benefit of $2,203		
Foreign currency translation adjustments	147	(47)
Total accumulated other comprehensive loss	$ (3,201)	$ (47)

10. TREASURY STOCK PURCHASE

During the nine-months ended September 30, 2008 the Company purchased 1.7 million shares of common stock at an average purchase price of $29.46 per share which the Company holds in treasury.

11. STOCK-BASED COMPENSATION

The Company has two stock option plans under which shares were available for grant at September 30, 2008: the Hansen Natural Corporation Amended and Restated 2001 Stock Option Plan (the "2001 Option Plan") and the 2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors (the "2005 Directors Plan").

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The 2001 Option Plan permits the granting of options to purchase up to 22,000,000 shares of the common stock of the Company to certain key employees or non-employees of the Company and its subsidiaries. Options granted under the 2001 Option Plan may be incentive stock options under Section 422 of the Internal Revenue Code, as amended, non-qualified stock options or stock appreciation rights. Stock options are exercisable at such time and in such amounts as determined by the Compensation Committee of the Board of Directors of the Company up to a ten-year period after their date of grant. As of September 30, 2008, options to purchase 17,397,700 shares of the Company's common stock had been granted, net of cancellations, and options to purchase 4,602,300 shares of the Company's common stock remain available for grant under the 2001 Option Plan.

The 2005 Directors Plan permits the granting of options to purchase up to an aggregate of 800,000 shares of common stock of the Company to non-employee directors of the Company. On the date of the annual meeting of stockholders at which an eligible director is initially elected, each eligible director is entitled to receive a one-time grant of an option to purchase 24,000 shares of the Company's common stock exercisable at the closing price for a share of common stock on the date of grant. Additionally, on the fifth anniversary of the election of eligible directors elected or appointed to the Board of Directors, and each fifth anniversary thereafter, each eligible director shall receive an additional grant of an option to purchase 19,200 shares of the Company's common stock. Options become exercisable in four equal installments, with the grant immediately vested with respect to 25% of the grant and the remaining installments vesting on the three successive anniversaries of the date of grant; provided that all options held by an eligible director become fully and immediately exercisable upon a change in control of the Company. Options granted under the 2005 Directors Plan that are not exercised generally expire ten years after the date of grant. Option grants may be made under the 2005 Directors Plan for ten years from the effective date of the 2005 Directors Plan. The 2005 Directors Plan is a "formula plan" so that a non-employee director's participation in the 2005 Directors Plan does not affect his status as a "disinterested person" (as defined in Rule 16b-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")). As of September 30, 2008, options to purchase 76,800 shares of the Company's common stock had been granted under the 2005 Directors Plan, and options to purchase 723,200 shares of the Company's common stock remained available for grant.

Under the Company's stock option plans, all grants are made at prices based on the fair market value of the options on the date of grant. Outstanding options generally vest over five years from the grant date and generally expire up to ten years after the grant date. The Company recorded $4.0 million and $2.2 million of compensation expense relating to outstanding options during the three-months ended September 30, 2008 and 2007, respectively. The Company recorded $9.8 million and $6.3 million of compensation expense relating to outstanding options during the nine-months ended September 30, 2008 and 2007, respectively.

The Company records compensation expense for employee stock options based on the estimated fair value of the options on the date of grant using the Black-Scholes-Merton option pricing formula with the assumptions included in the table below. The Company records compensation expense for non-employee stock options based on the estimated fair value of the options as of the earlier of (1) the date at which a commitment for performance by the non-employee to earn the stock option is reached, or (2) the date at which the non-employee's performance is complete, using the Black-Scholes-Merton option pricing formula with the assumptions included in the table below. The Company uses historical data to determine the exercise behavior, volatility and

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forfeiture rate of the options. The following weighted-average assumptions were used to estimate the fair value of options granted during the three- and nine-months ended September 30, 2008 and 2007:

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008	2007	2008	2007
Dividend yield	0.0%	0.0%	0.0%	0.0%
Expected volatility	63%	60%	62%	61%
Risk free interest rate	3.5%	4.7%	3.5%	4.8%
Expected lives	6.0 Years	5.5 Years	5.6 Years	5.6 Years

The following table summarizes the Company's activities with respect to its stock option plans for the nine-months ended September 30, 2008 as follows:

Options	Number of Shares (In Thousands)	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value
Balance at Jaunuary 1, 2008	9,462	$ 7.91	6.5	$ 344,589
Granted 01/01/08 - 03/31/08	40	$ 41.08		
Granted 04/01/08 - 06/30/08	1,479	$ 31.94		
Granted 07/01/08 - 09/30/08	93	$ 26.93		
Exercised	(937)	$ 1.84		
Cancelled	(121)	$ 21.57		
Outstanding at September 30, 2008	10,016	$ 12.16	6.6	$ 189,475
Vested and expected to vest in the future at September 30, 2008	9,658	$ 11.79	6.5	$ 185,947
Exercisable at September 30, 2008	4,859	$ 4.99	5.4	$ 123,227

The weighted-average grant-date fair value of options granted during the three-months ended September 30, 2008 and 2007 was $16.31 per share and $26.89 per share, respectively. The weighted-average grant-date fair value of options granted during the nine-months ended September 30, 2008 and 2007 was $18.57 per share and $23.56 per share, respectively. The total intrinsic value of options exercised during the three-months ended September 30, 2008 and 2007 was $5.7 million and $72.9 million, respectively. The total intrinsic value of options exercised during the nine-months ended September 30, 2008 and 2007 was $28.4 million and $110.0 million, respectively.

Cash received from option exercises under all plans for the three-months ended September 30, 2008 and 2007 was approximately $0.5 million and $3.3 million, respectively. Cash received from option exercises under all plans for the nine-months ended September 30, 2008 and 2007 was approximately $1.7 million and $7.2 million, respectively. The actual tax benefit realized for tax

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deductions from non-qualified stock option exercises and disqualifying dispositions of incentive stock options for the three-months ended September 30, 2008 and 2007 was $0.02 million and $18.0 million, respectively. The actual tax benefit realized for tax deductions from non-qualified stock option exercises and disqualifying dispositions of incentive stock options for the nine-months ended September 30, 2008 and 2007 was $2.2 million and $27.3 million, respectively.

At September 30, 2008, there was $41.4 million of total unrecognized compensation expense related to nonvested shares granted to both employees and non-employees under the Company's share-based payment plans. That cost is expected to be recognized over a weighted-average period of 2.5 years.

12. INCOME TAXES

Effective January 1, 2007, the Company adopted the provisions of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes ("FIN No. 48"). FIN No. 48 clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements in accordance with SFAS No. 109, "Accounting for Income Taxes." FIN No. 48 prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. This pronouncement also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

Upon adoption of FIN No. 48 as of January 1, 2007, the Company's reassessment of its tax positions did not have a material impact on the consolidated financial statements. The following is a rollforward of the Company's total gross unrecognized tax benefits for the nine-months ended September 30, 2008 (in thousands):

	Gross Unrealized Tax Benefits
Balance at December 31, 2007	$ 1,291
Additions for tax positions related to the current year	601
Balance at September 30, 2008	$ 1,892

The gross unrealized tax benefits, if recognized, would result in a reduction of the Company's provision and effective tax rate. With the adoption of FIN No. 48, the Company has decided to classify interest and penalties as a component of tax expense. No interest and penalties on unrecognized tax benefits were accrued as of September 30, 2008. The Company believes that the uncertainty which gives rise to the total amount of unrecognized tax benefit at September 30, 2008, will be resolved within the next 12 months.

On August 9, 2007, the Internal Revenue Service began its examination of the Company's U.S. federal income tax return for the period ended December 31, 2005. The examination is expected to be completed within the next twelve months.

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13. EARNINGS PER SHARE

A reconciliation of the weighted average shares used in the basic and diluted earnings per common share computations for the three- and nine-months ended September 30, 2008 and 2007 is presented below:

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008	2007	2008	2007
Weighted-average shares outstanding:				
Basic	92,337	91,572	92,852	90,589
Dilutive securities	4,579	7,323	5,145	7,997
Diluted	96,916	98,895	97,997	98,586

For the three-months ended September 30, 2008 and 2007, options outstanding totaling 2.1 million and 0.3 million shares, respectively, were excluded from the calculations as their effect would have been antidilutive. For the nine-months ended September 30, 2008 and 2007, options outstanding totaling 1.2 million and 0.2 million shares, respectively, were excluded from the calculations as their effect would have been antidilutive.

14. SEGMENT INFORMATION

The Company has two reportable segments, namely Direct Store Delivery ("DSD"), whose principal products comprise energy drinks, and Warehouse, whose principal products comprise juice based and soda beverages. The DSD segment develops, markets and sells products primarily through an exclusive distributor network, whereas the Warehouse segment develops, markets and sells products primarily direct to retailers. Corporate and unallocated amounts that do not relate to DSD or Warehouse segments have been allocated to "Corporate & Unallocated."

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The net revenues derived from DSD and Warehouse segments and other financial information related thereto for the three-months ended September 30, 2008 and 2007 are as follows:

	Three-Months Ended September 30, 2008			
	DSD	Warehouse	Corporate and Unallocated	Total
Net sales	$ 257,698	$ 27,288	$ —	$ 284,986
Contribution margin	94,743	1,097	—	95,840
Corporate and unallocated expenses	—	—	(14,048)	(14,048)
Operating income				81,792
Interest and other income, net	(8)	—	2,119	2,111
Income before provision for income taxes				83,903
Depreciation and amortization	516	8	496	1,020
Trademark amortization	—	11	3	14

	Three-Months Ended September 30, 2007			
	DSD	Warehouse	Corporate and Unallocated	Total
Net sales	$ 221,888	$ 25,323	$ —	$ 247,211
Contribution margin	82,328	1,242	—	83,570
Corporate and unallocated expenses	—	—	(10,190)	(10,190)
Operating income				73,380
Interest and other income, net	(16)	—	2,177	2,161
Income before provision for income taxes				75,541
Depreciation and amortization	238	8	324	570
Trademark amortization	—	11	3	14

Revenue is derived from sales to external customers. Operating expenses that pertain to each segment are allocated to the applicable segment.

Contribution margin for the DSD segment recognizes termination costs of ($0.2) million and $0.3 million in aggregate during the three-months ended September 30, 2008 and 2007, respectively, to certain of the Company's distributors.

Corporate and unallocated expenses were $14.0 million for the three-months ended September 30, 2008 and included $8.8 million of payroll costs, of which $4.0 million was attributable to stock-based compensation expense (see Note 11, "Stock-Based Compensation"), and $2.7 million attributable to professional service expenses, including accounting and legal costs. Corporate and unallocated expenses were $10.2 million for the three-months ended September 30, 2007 and included $6.7 million of payroll costs, of which $2.2 million was attributable to stock based compensation expense (see Note 11, "Stock-Based Compensation"), and $1.8 million of professional service expenses, including accounting and legal costs. Certain items, including operating assets and income taxes, are not allocated to individual segments and therefore are not presented above.

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One customer made up approximately 14% of the Company's net sales for the three-months ended September 30, 2008. Two customers made up approximately 15% and 13% respectively, of the Company's net sales for the three-months ended September 30, 2007.

The net revenues derived from DSD and Warehouse segments and other financial information related thereto for the nine-months ended September 30, 2008 and 2007 are as follows:

	Nine-Months Ended September 30, 2008			
	DSD	Warehouse	Corporate and Unallocated	Total
Net sales	$ 705,974	$ 73,434	$ —	$ 779,408
Contribution margin	241,005	243	—	241,248
Corporate and unallocated expenses	—	—	(38,439)	(38,439)
Operating income				202,809
Interest and other income, net	(29)	—	8,535	8,506
Income before provision for income taxes				211,315
Depreciation and amortization	1,091	24	1,444	2,559
Trademark amortization	—	33	9	42

	Nine-Months Ended September 30, 2007			
	DSD	Warehouse	Corporate and Unallocated	Total
Net sales	$ 585,610	$ 72,216	$ —	$ 657,826
Contribution margin	204,645	2,929	—	207,574
Corporate and unallocated expenses	—	—	(40,862)	(40,862)
Operating income				166,712
Interest and other income, net	(33)	—	5,472	5,439
Income before provision for income taxes				172,151
Depreciation and amortization	644	24	820	1,488
Trademark amortization	—	33	9	42

Revenue is derived from sales to external customers. Operating expenses that pertain to each segment are allocated to the applicable segment.

Contribution margin for the DSD segment recognizes termination costs of ($0.04) million and $15.0 million in aggregate during the nine-months ended September 30, 2008 and 2007, respectively, to certain of the Company's distributors.

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Corporate and unallocated expenses were $38.4 million for the nine-months ended September 30, 2008 and included $24.6 million of payroll costs, of which $9.8 million was attributable to stock-based compensation expense (see Note 11, "Stock-Based Compensation"), and $7.2 million attributable to professional service expenses, including accounting and legal costs. Corporate and unallocated expenses were $40.9 million for the nine-months ended September 30, 2007 and included $18.5 million of payroll costs, of which $6.3 million was attributable to stock based compensation expense (see Note 11, "Stock-Based Compensation"), and $15.8 million of professional service expenses, including accounting and legal costs. Certain items, including operating assets and income taxes, are not allocated to individual segments and therefore are not presented above.

Two customers made up approximately 16% and 11% respectively, of the Company's net sales for the nine-months ended September 30, 2008. Two customers made up approximately 16% and 13% respectively, of the Company's net sales for the nine-months ended September 30, 2007.

The Company's net sales by product line for the three- and nine-months ended September 30, 2008 and 2007, respectively, were as follows:

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008	2007	2008	2007
Energy drinks	$ 258,110	$ 222,649	$ 707,482	$ 588,599
Non-carbonated (primarily juice based beverages)	18,420	16,578	50,009	46,856
Carbonated (primarily soda beverages)	8,456	7,984	21,917	22,371
	$ 284,986	$ 247,211	$ 779,408	$ 657,826

15. AB DISTRIBUTION COORDINATION AGREEMENTS

On May 8, 2006, HBC entered into the Monster Beverages Off-Premise Distribution Coordination Agreement and the Allied Products Distribution Coordination Agreement (jointly, the "AB Off-Premise Agreements") with Anheuser-Busch, Inc., a Missouri corporation ("AB"). Under the AB Off-Premise Agreements, select Anheuser-Busch Distributors (the "AB Distributors") distribute and sell, in markets designated by HBC, HBC's Monster Energy® and

Lost® Energy™ brands non-alcoholic energy drinks, Rumba™, Samba and Tango brand energy juice and Unbound Energy® brand energy drinks, as well as additional products that may be agreed between the parties.

Pursuant to the AB Distribution Agreements (the "AB Distribution Agreements") entered into with AB Distributors, net reimbursements of $0.4 million to such AB Distributors and net contributions of $21.1 million from such AB Distributors relating to the costs of terminating the Company's prior distributors were recorded by the Company for the nine-months ended September 30, 2008 and 2007, respectively. Such amounts have been accounted for as deferred revenue in the accompanying condensed consolidated balance sheets, and will be recognized as revenue ratably over the anticipated 20 year life of the respective AB Distribution Agreements. Revenue recognized

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was $0.5 million for both the three-months ended September 30, 2008 and 2007, respectively. Revenue recognized was $1.5 million and $1.4 million for the nine-months ended September 30, 2008 and 2007, respectively. Related distributor receivables of $0.6 million and $4.5 million are included in accounts receivable, net, in the accompanying condensed consolidated balance sheets as of September 30, 2008 and December 31, 2007, respectively.

As of September 30, 2008 and December 31, 2007, amounts totaling $0.1 million, respectively, were received by the Company from certain other AB Distributors in anticipation of executing AB Distribution Agreements with the Company. Such receipts have been accounted for as customer deposit liabilities and are included in accrued liabilities in the accompanying condensed consolidated balance sheets.

The Company incurred termination costs amounting to ($0.2) million and $0.3 million in aggregate during the three-months ended September 30, 2008 and 2007, respectively, to certain of its prior distributors. The Company incurred termination costs amounting to ($0.04) million and $15.0 million in aggregate during the nine-months ended September 30, 2008 and 2007, respectively, to certain of its prior distributors. Such termination costs have been expensed in full and are included in operating expenses for the three- and nine-months ended September 30, 2008 and 2007. Accrued distributor terminations in the accompanying condensed consolidated balance sheets as of September 30, 2008 and December 31, 2007 were $3.8 million and $4.3 million, respectively.

On February 8, 2007, HBC entered into an On-Premise Distribution Coordination Agreement (the "On-Premise Agreement") with AB. Under the On-Premise Agreement, AB will manage and coordinate the sales, distribution and merchandising of Monster Energy® energy drinks to on-premise retailers including bars, nightclubs and restaurants in territories approved by HBC.

16. RELATED PARTY TRANSACTIONS

A director of the Company is a partner in a law firm that serves as counsel to the Company. Expenses incurred in connection with services rendered to the Company during the three-months ended September 30, 2008 and 2007 were $0.2 million and $1.2 million, respectively. Expenses incurred in connection with services rendered to the Company during the nine-months ended September 30, 2008 and 2007 were $1.9 million and $4.8 million, respectively.

Two directors and officers of the Company and their families are principal owners of a company that provides promotional materials to the Company. Expenses incurred with such company in connection with promotional materials purchased during the three-months ended September 30, 2008 and 2007 were $0.2 million and $0.09 million, respectively. Expenses incurred with such company in connection with promotional materials purchased during the nine-months ended September 30, 2008 and 2007 were $0.6 million and $0.5 million, respectively.

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17. SUBSEQUENT EVENTS

On October 3, 2008, the Company entered into the Monster Energy Distribution Coordination Agreement (the "TCCC North American Coordination Agreement") with The Coca-Cola Company ("TCCC"). Pursuant to the TCCC North American Coordination Agreement, the Company has designated, and in the future may designate, territories in which it wishes distributors from TCCC's network of partially owned and independent bottlers (the "TCCC North American Bottlers") to distribute and sell primarily the Company's Monster Energy® beverages (the "Products") in the United States and Canada.

Coca-Cola Enterprises Inc. ("CCE") has been appointed to distribute, directly and through certain sub-distributors, the Products in portions of twenty-three U.S. states (the "U.S. Territories"), commencing in November, 2008. The Company may designate additional territories within reasonable proximity to the U.S. Territories and CCE will use reasonable good faith efforts to add the additional territories. Under the Monster Energy Canadian Distribution Agreement with the Coca-Cola Bottling Company ("CCBC"), CCBC has been appointed to distribute, directly and through certain sub-distributors, the Products in Canada, with performance to commence on January 1, 2009.

On October 3, 2008, the Company entered into the Monster Energy International Coordination Agreement (the "TCCC International Coordination Agreement") with TCCC. Pursuant to the TCCC International Coordination Agreement, the Company has designated, and in the future may designate, countries in which it wishes to appoint TCCC distributors to distribute and sell the Products.

The Company entered into the Monster Energy International Distribution Agreement and the Monster Energy Belgium Distribution Agreement with CCE pursuant to which CCE has been appointed to distribute, directly and through certain sub-distributors, the Products in Great Britain, France, Belgium, the Netherlands, Luxembourg and Monaco.

As a result, the Company will transition certain of its existing distribution arrangements to newly appointed distributors, including TCCC North American Bottlers and new AB Distributors. In connection with the transition, the Company will make termination payments to certain existing distributors who will be terminated. Such termination costs will be expensed in full and included in operating expenses. Non-refundable contributions were previously received by the Company from certain of these existing distributors, who will be terminated. Such contributions were previously treated as deferred revenue. Upon termination, the associated balance in deferred revenue will be recognized as revenue. The impact of the above amounts is currently estimated to be a charge in the range of $110 million to $130 million in the aggregate, but could be higher or lower. The actual termination payments could differ significantly from current estimates because the estimates are largely based on the Company's estimate of each affected distributor's contractual termination rights. These estimates include assumptions related to each distributor's own sales and gross profit levels, net of certain allowances. The actual termination costs and related revenue will be recorded in the period in which the terminations become effective, which will primarily be in the fourth fiscal quarter of 2008.

The Company will receive from newly appointed distributors non-refundable contributions estimated to be in the range of $110 million to $130 million for the purpose of covering the costs of terminating the affected distributors, but could be higher or lower. The non-refundable contributions could differ significantly from current estimates because the estimates are based largely on the Company's estimate of each affected terminated distributor's own sales. These contributions will be recorded as deferred revenue, which will be recognized as revenue ratably over the anticipated 20-year life of the distribution agreements.

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ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Our Business

Overview

We develop, market, sell and distribute "alternative" beverage category natural sodas, fruit juices and juice drinks, energy drinks and energy sports drinks, fruit juice smoothies and "functional drinks," non-carbonated ready-to-drink iced teas, children's multi-vitamin juice drinks, Junior Juice® juices, Junior Juice Water and flavored sparkling beverages under the Hansen's® brand name. We also develop, market, sell and distribute energy drinks under the following brand names; Monster Energy®, Monster Hitman Energy Shooter™, Lost® Energy™, Joker Mad Energy™, Unbound Energy® and Ace™ brand names as well as Rumba™, Samba and Tango brand energy juices. We also market, sell and distribute the Java Monster™ line of non-carbonated dairy based coffee drinks. We also market, sell and distribute natural sodas, premium natural sodas with supplements, organic natural sodas, seltzer waters, sports drinks and energy drinks under the Blue Sky® brand name. We have also commenced to market, sell and distribute enhanced water beverages under the Vidration™ brand name.

Our Monster Energy® brand energy drinks include Monster Energy® drinks (introduced in April 2002), lo-carb Monster Energy® drinks (introduced in August 2003), Monster Energy® Assault™ energy drinks (introduced in September 2004), Monster Energy® Khaos™ energy drinks (introduced in August 2005), Monster M-80™ energy drinks (introduced in March 2007), Monster Heavy Metal™ energy drinks (introduced in November 2007) and Monster MIXXD™ energy drinks (introduced in December 2007).

We have two reportable segments, namely DSD, whose principal products comprise energy drinks, and Warehouse, whose principal products comprise juice based and soda beverages. The DSD segment develops, markets and sells products primarily through an exclusive distributor network, whereas the Warehouse segment develops, markets and sells products primarily direct to retailers.

Our sales and marketing strategy for all our beverages is to focus our efforts on developing brand awareness and trial through sampling both in stores and at events. We use our branded vehicles and other promotional vehicles at events where we sample our products to consumers. We utilize "push-pull" methods to achieve maximum shelf and display space exposure in sales outlets and maximum demand from consumers for our products, including advertising, in-store promotions and in-store placement of point-of-sale materials and racks, prize promotions, price promotions, competitions, endorsements from selected public and extreme sports figures, coupons, sampling and sponsorship of selected causes such as cancer research and SPCAs, as well as extreme sports teams such as the Pro Circuit – Kawasaki Motocross and Supercross teams, Kawasaki Factory Motocross and Supercross teams, Robby Gordon Racing Team, Kawasaki Factory International Moto GP Team, Kenny Bernstein Drag Racing Team, Ken Block Rally Racing Team, Ricky Carmichael NASCAR Camping World East Series, Iron Horse Mountain Bike Team, extreme sports figures and athletes, sporting events such as the Monster Energy® Supercross Series, the Monster Energy® Outdoor Motocross Series, the Monster Energy® Pro Pipeline surfing competition, Winter and Summer X-Games, Canadian Outdoor Motocross Series, CORR Short Course Off-Road Truck Racing, ski and

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snowboard competitions and other health and sports related activities, including extreme sports, particularly supercross, motocross, freestyle, surfing, skateboarding, wakeboarding, skiing, snowboarding, BMX, mountain biking, snowmobile racing, etc., and we also participate in product demonstrations, food tasting and other related events. In store posters, outdoor posters, print, radio and television advertising, together with price promotions and coupons, may also be used to promote our brands.

We believe that one of the keys to success in the beverage industry is differentiation, such as making Hansen's® products visually distinctive from other beverages on the shelves of retailers. We review our products and packaging on an ongoing basis and, where practical, endeavor to make them different, better and unique. The labels and graphics for many of our products are redesigned from time to time to maximize their visibility and identification, wherever they may be placed in stores, and we will continue to reevaluate the same from time to time.

During the second quarter of 2006, we entered into the Monster Beverages Off-Premise Distribution Coordination Agreement and the Allied Products Distribution Coordination Agreement (jointly, the "AB Off-Premise Agreements") with Anheuser-Busch, Inc., a Missouri corporation ("AB"). Under the AB Off-Premise Agreements, select Anheuser-Busch Distributors (the "AB Distributors") distribute and sell, in markets designated by HBC, HBC's Monster Energy® and Lost® Energy™ brands non-alcoholic energy drinks, Rumba™, Samba and Tango brand energy juice and Unbound Energy® brand energy drinks, as well as additional products that may be agreed between the parties.

Pursuant to the AB Distribution Agreements (the "AB Distribution Agreements") entered into with AB Distributors, net reimbursements of $0.4 million to such AB Distributors and net contributions of $21.1 million from such AB Distributors relating to the costs of terminating our prior distributors were recorded by us for the nine-months ended September 30, 2008 and 2007, respectively. Such amounts have been accounted for as deferred revenue in the accompanying condensed consolidated balance sheets and will be recognized as revenue ratably over the anticipated 20 year life of the respective AB Distribution Agreements. Revenue recognized was $0.5 million for both the three-months ended September 30, 2008 and 2007, respectively. Revenue recognized was $1.5 million and $1.4 million for the nine-months ended September 30, 2008 and 2007, respectively. Related distributor receivables of $0.6 million and $4.5 million are included in accounts receivable net, in the accompanying condensed consolidated balance sheets as of September 30, 2008 and December 31, 2007, respectively.

As of September 30, 2008 and December 31, 2007, amounts totaling $0.1 million, respectively, were received by us from certain other AB Distributors in anticipation of executing AB Distribution Agreements with us. Such receipts have been accounted for as customer deposit liabilities and are included in accrued liabilities in the accompanying condensed consolidated balance sheets.

We incurred termination costs amounting to ($0.2) million and $0.3 million in aggregate during the three-months ended September 30, 2008 and 2007, respectively, to certain of our prior distributors. We incurred termination costs amounting to ($0.04) million and $15.0 million in aggregate during the nine-months ended September 30, 2008 and 2007, respectively, to certain of our prior distributors. Such termination costs have been expensed in full and are included in operating expenses for the three- and nine-months ended September 30, 2008 and 2007. Accrued distributor terminations in the accompanying condensed consolidated balance sheets as of September 30, 2008 and December 31, 2007 were $3.8 million and $4.3 million, respectively.

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On October 3, 2008, we entered into the Monster Energy Distribution Coordination Agreement (the "TCCC North American Coordination Agreement") with The Coca-Cola Company ("TCCC"). Pursuant to the TCCC North American Coordination Agreement, we have designated, and in the future may designate, territories in which we wish distributors from TCCC's network of partially owned and independent bottlers (the "TCCC North American Bottlers") to distribute and sell primarily our Monster Energy® beverages (the "Products") in the United States and Canada.

Coca-Cola Enterprises Inc. ("CCE") has been appointed to distribute, directly and through certain sub-distributors, the Products in portions of twenty-three U.S. states (the "U.S. Territories"), commencing in November, 2008. We may designate additional territories within reasonable proximity to the U.S. Territories and CCE will use reasonable good faith efforts to add the additional territories. Under the Monster Energy Canadian Distribution Agreement with the Coca-Cola Bottling Company ("CCBC"), CCBC has been appointed to distribute, directly and through certain sub-distributors, the Products in Canada, with performance to commence on January 1, 2009.

On October 3, 2008, we entered into the Monster Energy International Coordination Agreement (the "TCCC International Coordination Agreement") with TCCC. Pursuant to the TCCC International Coordination Agreement, we have designated, and in the future may designate, countries in which we wish to appoint TCCC distributors to distribute and sell the Products.

We entered into the Monster Energy International Distribution Agreement and the Monster Energy Belgium Distribution Agreement with CCE pursuant to which CCE has been appointed to distribute, directly, and through certain sub-distributors, the Products in Great Britain, France, Belgium, the Netherlands, Luxembourg and Monaco.

As a result, we will transition certain of our existing distribution arrangements to newly appointed distributors, including TCCC North American Bottlers and new AB Distributors. In connection with the transition, we will make termination payments to certain existing distributors who will be terminated. Such termination costs will be expensed in full and included in operating expenses. Non-refundable contributions were previously received by us from certain of these existing distributors, who will be terminated. Such contributions were previously treated as deferred revenue. Upon termination, the associated balance in deferred revenue will be recognized as revenue. The impact of the above amounts is currently estimated to be a charge in the range of $110 million to $130 million in the aggregate, but could be higher or lower. The actual termination payments could differ significantly from current estimates because the estimates are largely based on our estimate of each affected distributor's contractual termination rights. These estimates include assumptions related to each distributor's own sales and gross profit levels, net of certain allowances. The actual termination costs and related revenue will be recorded in the period in which the terminations become effective, which will primarily be in the fourth fiscal quarter of 2008.

We will receive from newly appointed distributors non-refundable contributions estimated to be in the range of $110 million to $130 million for the purpose of covering the costs of terminating the affected distributors, but could be higher or lower. The non-refundable contributions could differ significantly from current estimates because the estimates are based largely on our estimate of each affected terminated distributor's own sales. These contributions will be recorded as deferred revenue, which will be recognized as revenue ratably over the anticipated 20-year life of the distribution agreements.

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As discussed under Review of Historic Stock Option Granting Practices in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", included in our Form 10-K for the fiscal year ended December 31, 2006, and Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations", included in our Form 10-Q for the quarter ended March 31, 2007, a special committee of our Board of Directors concluded its review of our stock option grants and granting practices. In connection with this review, and with respect to related litigation and other related matters, we incurred professional service fees, net of insurance proceeds of $0.1 million for the three-months ended September 30, 2007. There were no professional service fees in connection with our special investigation of stock option grants and granting practices, related litigation and other related matters during the three-months ended September 30, 2008. In connection with this review, and with respect to related litigation and other related matters, we

incurred professional service fees, net of insurance proceeds, of ($0.2) million, and $11.0 million for the nine-months ended September 30, 2008 and 2007, respectively.

The following table summarizes the selected items discussed above for the three- and nine-months ended September 30, 2008 and 2007:

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008 (In Thousands)	2007 (In Thousands)	2008 (In Thousands)	2007 (In Thousands)
Included in Deferred Revenue:				
Contributions from, net of reimbursements to AB Distributors	$ 5	$ 1,290	$ (360)	$ 21,136
Included in Net Sales:				
Recognition of deferred revenue	$ 523	$ 453	$ 1,539	$ 1,389
Included in Operating Expenses:				
Termination payments to prior distributors	$ (193)	$ 322	$ (43)	$ 15,023
Professional service fees (net of insurance proceeds) associated with the review of stock option grants and granting practices, related litigation and other related matters	$ —	$ 95(1)	$ (200)	$ 11,000(1)

(1) net of $0.8 million insurance reimbursements

We again achieved record gross sales* of $325.2 million in the third quarter of 2008. The increase in gross sales for the three-months ended September 30, 2008 was primarily attributable to increased sales of our Monster Energy® brand energy drinks. The percentage increase in gross sales was slightly higher than the percentage increase in net sales, primarily due to an increase in promotional and other allowances as a percentage of gross sales, which increased from 11.0% for the three-months ended September 30, 2007 to 12.4% for the three-months ended September 30, 2008. The actual amount of promotional and other allowances increased to $40.2 million from $30.6 million for the three-months ended September 30, 2008 and 2007, respectively.

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**Gross sales, although used internally by management as an indicator of operating performance, should not be considered as an alternative to net sales, which is determined in accordance with accounting principles generally accepted in the United States of America ("GAAP"), and should not be used alone as an indicator of operating performance in place of net sales. Additionally, gross sales may not be comparable to similarly titled measures used by other companies as gross sales has been defined by our internal reporting requirements. However, gross sales is used by management to monitor operating performance including sales performance of particular products, salesperson performance, product growth or declines and our overall performance. The use of gross sales allows evaluation of sales performance before the effect of any promotional items, which can mask certain performance issues. Management believes the presentation of gross sales allows a more comprehensive presentation of our operating performance. Gross sales may not be realized in the form of cash receipts as promotional payments and allowances may be deducted from payments received from customers.*

A substantial portion of our gross sales are derived from our Monster Energy® brand energy drinks. Any decrease in sales of our Monster Energy® brand energy drinks could cause a significant adverse affect on our future revenues and net income. Competitive pressure in the "energy drink" category could adversely affect our operating results.

Gross sales shipped outside of California represented 75.6% and 72.1% of our gross sales, for the three-months ended September 30, 2008 and 2007, respectively. Gross sales shipped outside of California represented 77.0% and 72.2% of our gross sales for the nine-months ended September 30, 2008 and 2007, respectively. Gross sales to customers outside the United States amounted to $31.1 million and $13.9 million for the three-months ended September 30, 2008 and 2007, respectively. Such sales were approximately 9.7% and 4.9% of gross sales for the three-months ended September 30, 2008 and 2007, respectively. Gross sales to customers outside the United States amounted to $79.4 million and $40.4 million for the nine-months ended September 30, 2008 and 2007, respectively. Such sales were approximately 8.9% and 5.4% of gross sales for the nine-months ended September 30, 2008 and 2007, respectively.

Our customers are typically retail grocery and specialty chains, wholesalers, club stores, drug chains, mass merchandisers, convenience chains, full service beverage distributors, health food distributors and food service customers. Gross sales to our various customer types for the three- and nine-months ended September 30, 2008 and 2007 are reflected below. The allocations below reflect changes made by us to the categories historically reported.

	Three-Months Ended September 30,		Nine-Months Ended September 30,	
	2008	2007	2008	2007
Retail grocery, specialty chains and wholesalers	8%	8%	8%	9%
Club stores, drug chains & mass merchandisers	12%	16%	13%	15%
Full service distributors	75%	72%	74%	72%
Health food distributors	2%	2%	2%	2%
Other	3%	2%	3%	2%

Our customers include Dr Pepper Snapple Group, Inc., Wal-Mart, Inc. (including Sam's Club), AB Distributors, Kalil Bottling Group, Trader Joe's, John Lenore & Company, Pepsi Canada, Swire Coca-Cola, Costco, The Kroger Co., Safeway Inc. and Albertsons. A decision by any large customer to decrease amounts purchased from us or to cease carrying our products could have a material negative effect on our financial condition and consolidated results of operations. Dr Pepper

Snapple Group, Inc., a customer of the DSD division, accounted for approximately 16% of our net sales for both the nine-months ended September 30, 2008 and 2007, respectively. Wal-Mart, Inc. (including Sam's Club), a customer of both the DSD and Warehouse divisions, accounted for approximately 11% and 13% of our net sales for the nine-months ended September 30, 2008 and 2007, respectively.

We continue to incur expenditures in connection with the development and introduction of new products and flavors.

Results of Operations

The following table sets forth key statistics for the three- and nine-months ended September 30, 2008 and 2007, respectively.

	Three-Months Ended September 30,		Percentage Change	Nine-Months Ended September 30,		Percentage Change
	2008	2007	08 vs. 07	2008	2007	08 vs. 07
Gross sales, net of discounts & returns *	$ 325,152	$ 277,845	17.0%	$ 893,284	$ 748,496	19.3%
Less: Promotional and other allowances**	40,166	30,634	31.1%	113,876	90,670	25.6%
Net sales	284,986	247,211	15.3%	779,408	657,826	18.5%
Cost of sales	135,550	118,829	14.1%	379,039	315,555	20.1%
Gross profit	149,436	128,382	16.4%	400,369	342,271	17.0%
Gross profit margin as a percentage of net sales	52.4%	51.9%		51.4%	52.0%	
Operating expenses(1)	67,644	55,002	23.0%	197,560	175,559	12.5%
Operating expenses as a percentage of net sales	23.7%	22.2%		25.3%	26.7%	
Operating income	81,792	73,380	11.5%	202,809	166,712	21.7%
Operating income as a percent of net sales	28.7%	29.7%		26.0%	25.3%	
Interest and other income, net	2,111	2,161	(2.3)%	8,506	5,439	56.4%
Income before provision for income taxes	83,903	75,541	11.1%	211,315	172,151	22.7%
Provision for income taxes	31,466	29,744	5.8%	79,835	67,845	17.7%
Net income	$ 52,437	$ 45,797	14.5%	$ 131,480	$ 104,306	26.1%
Net income as a percent of net sales	18.4%	18.5%		16.9%	15.9%	
Net income per common share:						
Basic	$ 0.57	$ 0.50	13.6%	$ 1.42	$ 1.15	23.0%
Diluted	$ 0.54	$ 0.46	16.8%	$ 1.34	$ 1.06	26.8%
Case sales (in thousands) (in 192-ounce case equivalents)	28,009	26,450	5.9%	79,009	72,796	8.5%

(1) Includes costs associated with terminating existing distributors and legal and accounting fees relating to the special investigation of stock option grants and granting practices and related litigation, net of insurance proceeds.

** Gross sales – see definition above*

******* *Although the expenditures described in this line item are determined in accordance with GAAP and meet GAAP requirements, the disclosure thereof does not conform to GAAP presentation requirements. Additionally, the presentation of promotional and other allowances may not be comparable to similar items presented by other companies. The presentation of promotional and other allowances facilitates an evaluation of the impact thereof on the determination of net sales and illustrates the spending levels incurred to secure such sales. Promotional and other allowances constitute a material portion of our marketing activities.*

Results of Operations for the Three-Months Ended September 30, 2008 Compared to the Three-Months Ended September 30, 2007

*Gross Sales.** Gross sales were $325.2 million for the three-months ended September 30, 2008, an increase of approximately $47.3 million or 17.0% higher than gross sales of $277.8 million for the three-months ended September 30, 2007. The increase in gross sales was primarily attributable to increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks, as well as sales of certain new products, such as Monster Hitman Energy Shooter™ (introduced in September 2008), Monster MIXXD™ energy drinks (introduced in December 2007) and Monster Heavy Metal™ energy drinks (introduced in November 2007). To a lesser extent, the increase in gross sales was attributable to increased sales by volume of apple juice and aseptic juices, increased sales price per case for our Java Monster™ line of non-carbonated dairy based coffee drinks (introduced in April 2007) and increased sales by volume of Junior Juice® aseptic juices. The increase in gross sales was partially offset by decreased sales by volume of juice blends. Promotional and other allowances were $40.2 million for the three-months ended September 30, 2008, an increase of $9.5 million or 31.1% higher than promotional and other allowances of $30.6 million for the three-months ended September 30, 2007. Promotional and other allowances as a percentage of

gross sales increased to 12.4% for the three-months ended September 30, 2008, as compared to 11.0% for the three-months ended September 30, 2007. As a result, the percentage increase in gross sales for the three-months ended September 30, 2008 was higher than the percentage increase in net sales.

**Gross sales – see definition above.*

Net Sales. Net sales were $285.0 million for the three-months ended September 30, 2008, an increase of approximately $37.8 million or 15.3% higher than net sales of $247.2 million for the three-months ended September 30, 2007. The increase in net sales was primarily attributable to increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks, as well as sales of certain new products such as Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. To a lesser extent, the increase in net sales was attributable to increased sales by volume of apple juice and aseptic juices. The increase in net sales was partially offset by decreased sales by volume of juice blends and Lost Energy® brand energy drinks.

Case sales, in 192-ounce case equivalents, were 28.0 million cases for the three-months ended September 30, 2008, an increase of 1.6 million cases or 5.9% higher than case sales of 26.5 million cases for the three-months ended September 30, 2007. The overall average net sales price per case increased to $10.17 for the three-months ended September 30, 2008 or 8.9% higher than the average net sales price per case of $9.35 for the three-months ended September 30, 2007. The

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increase in the average net sales prices per case was attributable to an increase in the proportion of case sales derived from higher priced products as well as the price increases for our Monster Energy® brand energy drinks in 16-ounce cans effective January 1, 2008, price increases for our Monster Energy® brand energy drinks in 24-ounce cans effective July 1, 2007 and price increases in our Java Monster™ line of non-carbonated dairy based coffee drinks effective January 1, 2008.

Net sales for the DSD segment were $257.7 million for the three-months ended September 30, 2008, an increase of approximately $35.8 million or 16.1% higher than net sales of $221.9 million for the three-months ended September 30, 2007. The increase in net sales was primarily attributable to increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks, as well as sales of certain new products such as Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. The increase in net sales was partially offset by decreased sales by volume of Lost Energy® brand energy drinks.

Net sales for the Warehouse segment were $27.3 million for the three-months ended September 30, 2008, an increase of approximately $2.0 million or 7.8% higher than net sales of $25.3 million for the three-months ended September 30, 2007. The increase in net sales was primarily attributable to increased sales by volume of apple juice and aseptic juices. The increase in net sales was partially offset by decreased sales by volume of juice blends. Changes in pricing within the Warehouse segment did not have a material impact on net sales for the three-months ended September 30, 2008.

*Gross Profit.**** Gross profit was $149.4 million for the three-months ended September 30, 2008, an increase of approximately $21.1 million or 16.4% higher than the gross profit of $128.4 million for the three-months ended September 30, 2007. Gross profit as a percentage of net sales increased to 52.4% for the three-months ended September 30, 2008 from 51.9% for the three-months ended September 30, 2007. The increase in net sales contributed to the increase in gross profit dollars. The increase in gross profit as a percentage of net sales was attributable to a shift in sales to higher margin products and increased sales prices on certain of the Company's products. This increase was partially offset by increased costs of certain raw materials and ingredients and increased allowances deducted from gross sales.

****Gross profit may not be comparable to that of other entities since some entities include all costs associated with their distribution process in cost of sales, whereas others exclude certain costs and instead include such costs within another line item such as operating expenses.*

Operating Expenses. Total operating expenses were $67.6 million for the three-months ended September 30, 2008, an increase of approximately $12.6 million or 23.0% higher than total operating expenses of $55.0 million for the three-months ended September 30, 2007. Total operating expenses as a percentage of net sales was 23.7% for the three-months ended September 30, 2008, compared to 22.2% for three-months ended September 30, 2007. The increase in operating expenses in dollars was partially attributable to increased out-bound freight and warehouse costs of $2.5 million primarily due to increased volume of shipments and increased freight rates, increased expenditures of $7.1 million for sponsorships and endorsements, increased expenditures of $1.1 million for commissions and royalties, increased payroll expenses of $2.8 million (including a $1.8 million increase in stock-based compensation) and increased expenditures of $0.9 million for professional services costs, including legal and accounting fees. The increase in operating expenses

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in dollars was partially offset by decreased expenditures of $3.6 million for merchandise displays. The individual increases above include costs of $3.7 million, or 1.3% of net sales, relating to the launch of the Monster Energy® brand in the United Kingdom for the three-months ended September 30, 2008.

Contribution Margin. Contribution margin for the DSD segment was $94.7 million for the three-months ended September 30, 2008, an increase of approximately $12.4 million or 15.1% higher than contribution margin of $82.3 million for the three-months ended September 30, 2007. The increase in contribution margin for the DSD segment was primarily attributable to the increase in net sales of Monster Energy® brand energy drinks as well as sales of certain new products such as the Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. Contribution margin for the Warehouse segment was $1.1 million for the three-months ended September 30, 2008, approximately $0.1 million lower than contribution margin of $1.2 million for the three-months ended September 30, 2007. The decrease in the contribution margin for the Warehouse segment was primarily attributable to a reduction in gross margin as a result of increases in the costs of certain raw materials, particularly apple juice concentrate, as well as a change from our previous sweetener to higher priced cane sugar which additionally increased in price, for our soda lines. The decrease in the contribution margin for the Warehouse segment was partially offset by a reduction in sales rebates within our juice product line as a result of the termination of our exclusive contracts with the State of California Department of Health Services, Women, Infant and Children ("WIC") Supplemental Nutrition Branch ("DHS"), (the "WIC Contracts") in April 2008. The WIC program continues on a non-exclusive basis in which we participate with our apple juice products. Juice blends are not eligible under the new program.

Operating Income. Operating income was $81.8 million for the three-months ended September 30, 2008, an increase of approximately $8.4 million or 11.5% higher than operating income of $73.4 million for the three-months ended September 30, 2007. Operating income as a percentage of net sales decreased to 28.7% for the three-months ended September 30, 2008 from 29.7% for the three-months ended September 30, 2007. The increase in operating income was primarily due to an increase in gross profit of $21.1 million. The decrease in operating income as a percentage of net sales was primarily attributable to an increase in operating expenses as a percentage of net sales.

Interest and Other Income, net. Net interest and other income was $2.1 million for the three-months ended September 30, 2008, a decrease of $0.1 million from net interest and other income of $2.2 million for the three-months ended September 30, 2007. The decrease in net interest and other income was primarily attributable to decreased interest revenue earned on our cash balances and short- and long-term investments.

Provision for Income Taxes. Provision for income taxes for the three-months ended September 30, 2008 was $31.5 million, as compared to provision for income taxes of $29.7 million for the three-months ended September 30, 2007. The effective combined federal and state tax rate for the three-months ended September 30, 2008 was 37.5%, which was lower than the effective tax rate of 39.4% for the three-months ended September 30, 2007. The decrease in the effective tax rate was primarily attributable to a reduction in federal taxes attributable to the domestic production tax deduction. Also, in the third quarter of 2008, our effective tax rate reflects an approximate $0.3 million tax charge related to a net change in our uncertain tax position under FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes."

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Net Income. Net income was $52.4 million for the three-months ended September 30, 2008, an increase of $6.6 million, or 14.5% higher than net income of $45.8 million for the three-months ended September 30, 2007. The increase in net income was primarily attributable to an increase in gross profit of $21.1 million. This was partially offset by an increase in operating expenses of $12.6 million and an increase in provision for income taxes of $1.7 million.

Results of Operations for the Nine-Months Ended September 30, 2008 Compared to the Nine-Months Ended September 30, 2007

*Gross Sales.** Gross sales were $893.3 million for the nine-months ended September 30, 2008, an increase of approximately $144.8 million, or 19.3% higher than gross sales of $748.5 million for the nine-months ended September 30, 2007. The increase in gross sales was primarily attributable to increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks and our Java Monster™ line of non-carbonated dairy based coffee drinks (introduced in April 2007), as well as sales of certain new products such as Monster Hitman Energy Shooter™ (introduced in September 2008), Monster MIXXD™ energy drinks (introduced in December 2007) and Monster Heavy Metal™ energy drinks (introduced in November 2007). To a lesser extent, the increase in gross sales was attributable to increased sales by volume of apple juice, aseptic juices and sparkling sodas. The increase in gross sales was partially offset by decreased sales by volume of juice blends, iced teas, Lost Energy® brand energy drinks (introduced in January 2004), Unbound Energy® brand energy drinks (introduced in October 2006), Rumba™ brand energy juice (introduced in December 2004), smoothies in cans and Hansen's® energy drinks. Gross sales for the nine-months ended September 30, 2008 were impacted by a price increase announced during the fourth quarter of 2007 for all of our Monster Energy® brand energy drinks in 16-ounce cans and our Java Monster™ line of non-carbonated dairy based coffee drinks, effective January 1, 2008. We estimate that gross sales for the nine-months ended September 30, 2008 were reduced by approximately 2% to 2.5% as a result of purchases made by our customers in advance of such price increases. Promotional and other allowances were $113.9 million for the nine-months ended September 30, 2008, an increase of $23.2 million, or 25.6% higher than promotional and other allowances of $90.7 million for the nine-months ended September 30, 2007. Promotional and other allowances as a percentage of gross sales increased to 12.7% from 12.1% for the nine-months ended September 30, 2008 and 2007, respectively. As a result, the percentage increase in gross sales for the nine-months ended September 30, 2008 was higher than the percentage increase in net sales.

**Gross sales – see definition above.*

Net Sales. Net sales were $779.4 million for the nine-months ended September 30, 2008, an increase of approximately $121.6 million, or 18.5% higher than net sales of $657.8 million for the nine-months ended September 30, 2007. The increase in net sales was primarily attributable to increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks and our Java Monster™ line of non-carbonated dairy based coffee drinks, as well as sales of certain new products such as Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. To a lesser extent, the increase in net sales was attributable to increased sales by volume of apple juice and aseptic juices. The increase in net sales was partially offset by decreased sales by volume of Lost Energy® brand energy drinks, iced teas, juice blends, Unbound Energy® brand energy drinks, Hansen's® energy drinks, Rumba™ brand energy juice and smoothies in cans. Net sales for the nine-months ended September 30, 2008 were impacted by a price increase announced during the fourth quarter of 2007 for our Monster

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Energy® brand energy drinks in 16-ounce cans and our Java Monster™ line of non-carbonated dairy based coffee drinks, effective January 1, 2008. We estimate that net sales for the nine-months ended September 30, 2008 were reduced by approximately 2% to 2.5% as a result of purchases made by our customers in advance of such price increases.

Case sales, in 192-ounce case equivalents, were 79.0 million cases for the nine-months ended September 30, 2008, an increase of 6.2 million cases or 8.5% higher than case sales of 72.8 million cases for the nine-months ended September 30, 2007. The overall average net sales price per case increased to $9.86 for the nine-months ended September 30, 2008 or 9.2% higher than the average net sales price per case of $9.04 for the nine-months ended September 30, 2007. The increase in the average net sales prices per case was attributable to an increase in the proportion of case sales derived from higher priced products as well as the price increases for our Monster Energy® brand energy drinks in 16-ounce cans effective January 1, 2008, price increases for our Monster Energy® brand energy drinks in 24-ounce cans effective July 1, 2007 and price increases in our Java Monster™ line of non-carbonated dairy based coffee drinks, effective January 1, 2008.

Net sales for the DSD segment were $706.0 million for the nine-months ended September 30, 2008, an increase of approximately $120.4 million, or 20.6% higher than net sales of $585.6 million for the nine-months ended September 30, 2007. The increase in net sales was primarily attributable to

increased sales by volume and increased sales price per case for certain of our Monster Energy® brand energy drinks and our Java Monster™ line of non-carbonated dairy based coffee drinks, as well as sales of certain new products such as Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. The increase in net sales was partially offset by decreased sales by volume of Lost Energy® brand energy drinks, Unbound Energy® brand energy drinks and Rumba™ brand energy juice.

Net sales for the Warehouse segment were $73.4 million for the nine-months ended September 30, 2008, an increase of approximately $1.2 million, or 1.7% higher than net sales of $72.2 million for the nine-months ended September 30, 2007. The increase in net sales was primarily attributable to increased sales by volume of apple juice and aseptic juices. The increase in net sales was partially offset by decreased sales by volume of iced teas, juice blends, Hansen's® energy drinks and smoothies in cans. Changes in pricing within the Warehouse segment did not have a material impact on net sales for the nine-months ended September 30, 2008.

*Gross Profit.**** Gross profit was $400.4 million for the nine-months ended September 30, 2008, an increase of approximately $58.1 million, or 17.0% higher than the gross profit of $342.3 million for the nine-months ended September 30, 2007. Gross profit as a percentage of net sales decreased to 51.4% for the nine-months ended September 30, 2008 from 52.0% for the nine-months ended September 30, 2007. The increase in net sales contributed to the increase in gross profit dollars. The decrease in gross profit as a percentage of net sales was primarily due to an increase in the percentage of sales within the DSD segment of the Java Monster™ line of non-carbonated dairy based coffee drinks that have lower gross profit margins than our Monster Energy® brand energy drinks. To a lesser extent, the decrease in gross profit as a percentage of net sales was also attributable to an increase in the cost of certain raw materials including certain sweeteners, certain containers and packaging materials and certain juice concentrates, particularly apple juice concentrate as well as increased trade marketing agreement costs. Such decrease in gross profit as a percentage of net sales was partially offset by increased sales of DSD segment products which have higher gross profit margins than those in the Warehouse segment.

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****Gross profit may not be comparable to that of other entities since some entities include all costs associated with their distribution process in cost of sales, whereas others exclude certain costs and instead include such costs within another line item such as operating expenses.*

Operating Expenses. Total operating expenses were $197.6 million for the nine-months ended September 30, 2008, an increase of approximately $22.0 million, or 12.5% higher than total operating expenses of $175.6 million for the nine-months ended September 30, 2007. Total operating expenses as a percentage of net sales was 25.3% for the nine-months ended September 30, 2008, compared to 26.7% for nine-months ended September 30, 2007. The increase in operating expenses in dollars was partially attributable to increased out-bound freight and warehouse costs of $6.8 million primarily due to increased volume of shipments and increased freight rates, increased expenditures of $19.8 million for sponsorships and endorsements, increased expenditures of $1.6 million for in-store demos, increased expenditures of $3.4 million for sampling programs, increased expenditures of $3.5 million for commissions and royalties and increased payroll expenses of $8.3 million (including a $3.4 million increase in stock-based compensation). The increase in operating expenses in dollars was partially offset by decreased expenditures of $8.4 million for professional services costs, including legal and accounting fees, decreased expenditures of $2.4 million for merchandise displays and decreased expenditures of $15.1 million relating to the costs associated with terminating existing distributors. The individual increases above include costs of $9.3 million, or 1.2% of net sales, relating to the launch of the Monster Energy® brand in the United Kingdom for the nine-months ended September 30, 2008. Included in legal and accounting fees are professional service fees, net of insurance proceeds, of ($0.2) million and $11.0 million, for the nine-months ended September 30, 2008 and 2007, respectively, in connection with our special investigation of stock option grants and granting practices, related litigation and other related matters. Total operating expenses, exclusive of expenditures of ($0.04) million and $15.0 million for the nine-months ended September 30, 2008 and 2007, respectively, attributable to the costs associated with terminating existing distributors and exclusive of professional service fees, net of insurance proceeds, of ($0.2) million and $11.0 million, for the nine-months ended September 30, 2008 and 2007, respectively in connection with our special investigation of stock option grants and granting practices, related litigation and other related matters, as a percentage of net sales, were 25.4% and 22.7% for the nine-months ended September 30, 2008 and 2007, respectively.

Contribution Margin. Contribution margin for the DSD segment was $241.0 million for the nine-months ended September 30, 2008, an increase of approximately $36.4 million, or 17.8% higher than contribution margin of $204.6 million for the nine-months ended September 30, 2007. The increase in contribution margin for the DSD segment was primarily attributable to sales of our Java Monster™ line of non-carbonated dairy based coffee drinks, the increase in net sales of Monster Energy® brand energy drinks as well as sales of certain new products such as the Monster Hitman Energy Shooter™, Monster MIXXD™ energy drinks and Monster Heavy Metal™ energy drinks. Contribution margin for the Warehouse segment was $0.2 million for the nine-months ended September 30, 2008, approximately $2.7 million lower than contribution margin of $2.9 million for the nine-months ended September 30, 2007. The decrease in the contribution margin for the Warehouse segment was primarily attributable to a reduction in gross margin as a result of increases in the costs of certain raw materials, particularly apple juice concentrate, as well as a change from our previous sweetener to higher priced cane sugar which additionally increased in price, for our soda lines. The decrease in the contribution margin for the Warehouse segment was partially offset by a reduction in sales rebates within our juice product line as a result of the termination of our exclusive WIC Contracts in April 2008. The WIC program continues on a non-exclusive basis in which we participate with our apple juice products. Juice blends are not eligible under the new program.

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Operating Income. Operating income was $202.8 million for the nine-months ended September 30, 2008, an increase of approximately $36.1 million, or 21.7% higher than operating income of $166.7 million for the nine-months ended September 30, 2007. Operating income as a percentage of net sales increased to 26.0% for the nine-months ended September 30, 2008 from 25.3% for the nine-months ended September 30, 2007. The increase in operating income was primarily due to an increase in gross profit of $58.1 million. The increase in operating income as a percentage of net sales was primarily attributable to decreased operating expenses as a percentage of net sales. Operating income, exclusive of recognition of deferred revenue of $1.5 million and $1.4 million for the nine-months ended September 30, 2008 and 2007, respectively, attributable to the AB Distribution agreements entered into with AB Distributors, exclusive of expenditures of ($0.04) million and $15.0 million for the nine-months ended September 30, 2008 and 2007, respectively, attributable to the costs associated with terminating existing distributors and exclusive of professional service fees, net of insurance proceeds, of ($0.2) million and $11.0 million, for the nine-months ended September 30, 2008 and 2007, respectively, in connection with our special investigation of stock option grants and granting practices, related litigation and other related matters, as a percentage of net sales, was 25.8% and 29.1% for the nine-months ended September 30, 2008 and 2007, respectively.

Interest and Other Income, net. Net interest and other income was $8.5 million for the nine-months ended September 30, 2008, an increase of $3.1 million from net interest and other income of $5.4 million for the nine-months ended September 30, 2007. The increase in net interest and other income was primarily attributable to increased interest revenue earned on our cash balances and short- and long-term investments, which have increased significantly over the prior year.

Provision for Income Taxes. Provision for income taxes for the nine-months ended September 30, 2008 was $79.8 million, as compared to provision for income taxes of $67.8 million for the nine-months ended September 30, 2007. The effective combined federal and state tax rate for the nine-months ended September 30, 2008 was 37.8%, which was lower than the effective tax rate of 39.4% for the nine-months ended September 30, 2007. The decrease in the effective tax rate was primarily attributable to a reduction in federal taxes attributable to the domestic production tax deduction. Also, for the nine months ended September 30, 2008, our effective tax rate reflects an approximate $0.6 million tax charge related to a net change in our uncertain tax position under FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes."

Net Income. Net income was $131.5 million for the nine-months ended September 30, 2008, an increase of $27.2 million or 26.1% higher than net income of $104.3 million for the nine-months ended September 30, 2007. The increase in net income was primarily attributable to an increase in gross profit of $58.1 million and, to a lesser extent, an increase in net interest and other income of approximately $3.1 million. This was partially offset by an increase in operating expenses of $22.0 million and an increase in provision for income taxes of $12.0 million.

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Liquidity and Capital Resources

Cash flows provided by operating activities – Net cash provided by operating activities was $136.2 million for the nine-months ended September 30, 2008, as compared to $90.1 million in the comparable period in 2007. For the nine-months ended September 30, 2008, cash provided by operating activities was primarily attributable to net income earned of $131.5 million and adjustments for certain non-cash expenses consisting of $9.8 million of stock-based compensation and $2.6 million of depreciation and other amortization. For the nine-months ended September 30, 2008, cash provided by operations also increased due to a $8.5 million decrease in accounts receivable, a $4.0 million increase in accounts payable, a $3.3 million increase in accrued liabilities and a $1.6 million increase in income taxes payable. For the nine-months ended September 30, 2008, cash provided by operating activities was reduced due to a $12.3 million increase in inventories, a $5.3 million increase in prepaid expenses and other current assets, a $2.2 million increase in tax benefit from exercise of stock options, a $1.9 million decrease in deferred revenue and a $0.7 million decrease in accrued compensation. The increase in accounts payable is primarily due to increased inventory levels.

Cash flows provided by (used in) investing activities — Net cash provided by investing activities was $154.7 million for the nine-months ended September 30, 2008, as compared to $100.1 million used in investing activities in the comparable period in 2007. For the nine-months ended September 30, 2008 and 2007, respectively, cash used in investing activities was primarily attributable to purchases of short- and long-term investments, particularly available-for-sale investments. Cash provided by investing activities was primarily attributable to sales and maturities of available-for-sale investments. For both periods, cash used in investing activities included the acquisitions of fixed assets consisting of vans and promotional vehicles and other equipment to support our marketing and promotional activities, production equipment, computer and office furniture and equipment used for sales and administrative activities, as well as certain leasehold improvements. Management expects that it will continue to use a portion of its cash in excess of its requirements for operations, for purchasing short- and long-term investments and for other corporate purposes. Management, from time to time, considers the acquisition of capital equipment, specifically items of production equipment required to produce certain of our products, storage racks, vans and promotional vehicles, coolers and other promotional equipment as well as the introduction of new product lines and businesses compatible with the image of our brands.

At September 30, 2008, we had $256.4 million in cash and cash equivalents and $124.4 million in short- and long-term investments. We have historically invested these amounts in U.S. government agencies, municipal securities (which may have an auction reset feature), corporate notes and bonds, commercial paper and money market funds meeting certain criteria. Certain of these investments are subject to general credit, liquidity, market and interest rate risks, which may be exacerbated by U.S. sub-prime mortgage defaults that have affected various sectors of the financial markets and caused credit and liquidity issues. These market risks associated with our investment portfolio may have a negative adverse effect on our future results of operations, liquidity and financial condition.

Certain of our short-term investments and all of our long-term investments are comprised of auction rate securities. The majority of these notes carry an investment grade or better credit rating and certain of the notes are additionally backed by various federal agencies and/or monoline insurance companies. The applicable interest rate is reset at pre-determined intervals, usually every 7 to 35 days. Liquidity for these auction rate securities was typically provided by an auction process which allowed holders to sell their notes. During the nine-months ended September 30, 2008, a large portion of the auctions for these auction rate securities failed. There is no assurance that auctions on

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the remaining auction rate securities in our investment portfolio will succeed. The auction failures appear to have been attributable to inadequate buyers and/or buying demand and/or the lack of support from financial advisors and sponsors. In the event that there is a failed auction, the indenture governing the security generally requires the issuer to pay interest at a default rate that is above market rates for similar instruments. The securities for which auctions have failed will continue to accrue and/or pay interest at their predetermined default rates and be auctioned every 7 to 35 days until their respective auction succeeds, the issuer calls the securities, they mature or we are able to sell the securities to third parties. As a result, our ability to liquidate and fully recover the carrying value of our auction rate securities in the near term may be limited. Consequently, certain of these securities have been classified as long-term investments in our consolidated financial statements. We anticipate that due to the higher interest rates now payable on certain of these securities and for other reasons, certain issuers are likely to take steps to refinance their notes to enable them to call and repay the securities and therefore avoid the higher interest rates now payable on such securities.

A Level 3 valuation was performed for our auction rate securities as of September 30, 2008, which indicated a fair value of $111.4 million. The valuation utilized a mark to model approach which included estimates for interest rates, timing and amount of cash flows, credit and liquidity premiums, and

expected holding periods for the auction rate securities. These assumptions are typically volatile and subject to change as the underlying data sources and market conditions evolve. They represent our current estimates given available data as of September 30, 2008.

Based on the Level 3 valuation performed as of September 30, 2008 for the purpose of complying with GAAP, we determined that there was a decline in fair value of its auction rate securities of $5.6 million, which was deemed temporary. This amount has been recorded net of a tax benefit of $2.2 million, as a component of other comprehensive loss for the nine-months ended September 30, 2008. Factors considered in determining whether a loss is temporary include length of time and extent to which the investments fair value has been less than the cost basis, the financial condition and near-term prospects of the issuer, including any specific events which may influence the operations of the issuer and the Company's intent and ability to retain the investment for a period of time sufficient to allow for any anticipated recovery of fair value.

These auction rate securities will continue to accrue and/or pay interest at their contractual rates until their respective auctions succeed. Based on our ability to access cash and other short-term investments and based on our expected operating cash flows, we do not anticipate that the current lack of liquidity of these investments will have a material effect on our liquidity or working capital. If uncertainties in the credit and capital markets continue or there are ratings downgrades on the auction rate securities held by us, we may be required to recognize other-than-temporary impairments on these long-term investments.

Cash flows (used in) provided by financing activities – Net cash used in financing activities was $46.9 million for the nine-months ended September 30, 2008, as compared to net cash provided by financing activities of $33.9 million for the comparable period in 2007. For the nine-months ended September 30, 2008 cash used in financing activities was primarily due to the purchase by us of $50.0 million of the Company's common stock. For the nine-months ended September 30, 2008, cash provided by financing activities was primarily attributable to a $2.2 million tax benefit in connection with the exercise of certain stock options and proceeds of $1.7 million received from the issuance of common stock in connection with the exercise of certain stock options.

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Purchases of inventories, increases in accounts receivable and other assets, acquisition of property and equipment, acquisition of trademarks, payments of accounts payable and income taxes payable are expected to remain our principal recurring use of cash.

On April 25, 2008, the Company's Board of Directors authorized the repurchase of up to $200 million of the Company's common stock. The Board of Directors also terminated the common stock repurchase program authorized in November 2005, under which we had purchased $27.7 million of common stock. During the nine-months ended September 30, 2008, we purchased 1.7 million shares of common stock at an average purchase price of $29.46 per share, which we hold in treasury.

Debt and other obligations – HBC has entered into a credit facility with Comerica Bank ("Comerica") consisting of a revolving line of credit which was amended in May 2007. In accordance with the amended provisions of the credit facility, HBC increased its available borrowings under the revolving line of credit to $10.0 million of non-collateralized debt. The revolving line of credit is effective through June 1, 2010. Interest on borrowings under the line of credit is based on Comerica's base (prime) rate minus up to 1.5%, or varying London Interbank Offered Rates ("LIBOR") up to 180 days, plus an additional percentage of up to 1.75%, depending upon certain financial ratios maintained by HBC. We had no outstanding borrowings on this line of credit at September 30, 2008. Letters of credit issued on behalf of the Company totaling $0.3 million under this credit facility were outstanding as of September 30, 2008.

The terms of our line of credit contain certain financial covenants, including certain financial ratios, with which we were in compliance at September 30, 2008.

If any event of default shall occur for any reason, whether voluntary or involuntary, Comerica may declare all or any portion outstanding on the line of credit immediately due and payable, exercise rights and remedies available to them, including instituting legal proceedings.

We believe that cash available from operations, including cash resources and the revolving line of credit, will be sufficient for our working capital needs, including purchase commitments for raw materials and inventory, increases in accounts receivable, payments of tax liabilities, expansion and development needs, purchases of shares of our common stock, as well as any purchases of capital assets or equipment, through at least the next twelve months. Based on our current plans, at this time we estimate that capital expenditures are likely to be less than $10.0 million through September 2009. However, future business opportunities may cause a change in this estimate.

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The following represents a summary of our contractual obligations and related scheduled maturities as of September 30, 2008:

	Payments due by period (in thousands)				
Obligations	**Total**	**Less than 1 year**	**1-3 years**	**3-5 years**	**More than 5 years**
Noncancelable Contracts	$ 33,367	$ 22,356	$ 10,711	$ 300	$ —
Capital Leases	673	673	—	—	—
Operating Leases	21,094	3,203	7,457	4,569	5,865
Purchase Commitments	52,482	48,181	4,301	—	—
	$ 107,616	$ 74,413	$ 22,469	$ 4,869	$ 5,865

Noncancelable contractual obligations include our obligations related to sponsorships and other commitments.

Purchase commitments include obligations made by the Company and its subsidiaries to various suppliers for raw materials used in the manufacturing and packaging of our products. These obligations vary in terms.

In addition to the above obligations, pursuant to a can supply agreement between the Company and Rexam Beverage Can Company ("Rexam"), dated as of January 1, 2006, we have undertaken to purchase a minimum volume of 24-ounce resealable aluminum beverage cans over the four-year period commencing from January 1, 2006 through December 31, 2009. Should we fail to purchase the minimum volume, we will be obligated to reimburse Rexam for certain capital reimbursements on a pro-rated basis. Our maximum liability under this agreement as of September 30, 2008 is $4.7 million, subject to compliance by Rexam with a number of conditions under this agreement.

In September 2007, we relocated our corporate offices to newly leased offices in Corona, California. In October 2006, we also entered into a lease agreement pursuant to which we leased 346,495 square feet of warehouse and distribution space located in Corona, California. This lease commitment provides for minimum rental payments for 120 months, commencing March 2007, excluding renewal options. The monthly rental payments are $167,586 at the commencement of the lease and increase over the lease term by 7.5% at the end of each 30 month period. The new warehouse and distribution space replaced our previous warehouse and distribution space also located in Corona, California.

In October 2006, we entered into an agreement to acquire 1.8 acres of vacant land for a purchase price of $1.4 million, which is currently in escrow. In August 2008, we completed the purchase of an additional 1.09 acres of adjacent land for a purchase price of $1.4 million. The properties are located adjacent to the newly leased warehouse and distribution space. We are reviewing the feasibility of constructing a new office building and parking lot on these combined parcels of land to replace our existing office space.

Sales

The table set forth below discloses selected quarterly data regarding sales for the three- and nine-months ended September 30, 2008 and 2007, respectively. Data from any one or more quarters or periods is not necessarily indicative of annual results or continuing trends.

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Sales of beverages are expressed in unit case volume. A "unit case" means a unit of measurement equal to 192 U.S. fluid ounces of finished beverage (24 eight-ounce servings) or concentrate sold that will yield 192 U.S. fluid ounces of finished beverage. Unit case volume means the number of unit cases (or unit case equivalents) of beverages directly or indirectly sold by us. Sales of Fizzit™ powdered drink mixes are expressed in actual cases.

Our quarterly results of operations reflect seasonal trends that are primarily the result of increased demand in the warmer months of the year. It has been our experience that beverage sales tend to be lower during the first and fourth quarters of each fiscal year. Because the primary historical market for our products is California, which has a year-long temperate climate, the effect of seasonal fluctuations on quarterly results may have been mitigated; however, such fluctuations may be more pronounced as the distribution of our products expands outside of California. Our experience with our energy drink products suggests that they are less seasonal than traditional beverages. As the percentage of our sales that are represented by such products continues to increase, seasonal fluctuations will be further mitigated. Quarterly fluctuations may also be affected by other factors, including the introduction of new products, the opening of new markets where temperature fluctuations are more pronounced, the addition of new bottlers and distributors, changes in the mix of the sales of our finished products and changes and/or increases in advertising and promotional expenses.

(In thousands, except average price per case)	Three-Months Ended September 30		Nine-Months Ended September 30	
	2008	2007	2008	2007
Net sales	$ 284,986	$ 247,211	$ 779,408	$ 657,826
Case sales (192-ounce case equivalents)	28,009	26,450	79,009	72,796
Average price per case	$ 10.17	$ 9.35	$ 9.86	$ 9.04

See Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Our Business" for additional information related to the increase in sales.

Critical Accounting Policies

Changes to our critical accounting policies are discussed in "Recently Issued Accounting Pronouncements" discussed below. There have been no other material changes to our critical accounting policies from the information provided in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", included in our Form 10-K for the fiscal year ended December 31, 2007.

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Recently Issued Accounting Pronouncements

On January 1, 2008, we adopted Statement of Financial Accounting Standard ("SFAS") No. 157, Fair Value Measurements ("SFAS No. 157"), for its financial assets and liabilities. Our adoption of SFAS No. 157 did not have a material impact on our financial position, results of operations or liquidity. In accordance with FASB Staff Position ("FSP") No. FAS 157-2, "Effective Date of FASB Statement No. 157" ("FSP 157-2"), we elected to defer until January 1, 2009 the adoption of SFAS No. 157 for all nonfinancial assets and liabilities that are not recognized or disclosed at fair value in the financial statements on a recurring basis. The adoption of SFAS No. 157 for those assets and liabilities within the scope of FSP 157-2 is not expected to have a material impact on our financial position, results of operations or liquidity.

In October 2008, the FASB issued FSP FAS No. 157-3, "Determining the Fair Value of a Financial Asset When the Market for that Asset is Not Active" ("FSP 157-3"), that clarifies the application of SFAS No. 157 in a market that is not active and provides an example to illustrate key considerations in

determining the fair value of a financial asset when the market for that financial asset is not active. FSP 157-3 is effective upon issuance, including prior periods for which the financial statements have not been issued. The adoption of FSP 157-3 did not have a material impact on the Company's financial position, results of operations or liquidity.

SFAS No. 157 provides a framework for measuring fair value and requires expanded disclosures regarding fair value measurements. SFAS No. 157 defines fair value as the price that would be received for an asset or the exit price that would be paid to transfer a liability in the principal or most advantageous market in an orderly transaction between market participants on the measurement date. SFAS No. 157 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs, where available. The following summarizes the three levels of inputs required by the standard that we use to measure fair value.

- **Level 1:** Quoted prices in active markets for identical assets or liabilities.

- **Level 2:** Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the related assets or liabilities.

- **Level 3:** Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

SFAS No. 157 requires the use of observable market inputs (quoted market prices) when measuring fair value and requires a Level 1 quoted price to be used to measure fair value whenever possible.

On January 1, 2008, we adopted SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities Including an Amendment of FASB Statement No. 115" ("SFAS No. 159"), which permits entities to choose to measure many financial instruments and certain other items at fair value. We already record marketable securities at fair value in accordance with SFAS No. 115, "Accounting for Certain Investments in Debt and Equity Securities." The adoption of SFAS No. 159 did not have an impact on our condensed consolidated financial statements as management did not elect the fair value option for any other financial instruments.

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In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles" ("SFAS No. 162"). This standard is intended to improve financial reporting by identifying a consistent framework, or hierarchy, for selecting accounting principles to be used in preparing financial statements that are presented in conformity with accounting principles generally accepted in the United States of America ("GAAP") for non-governmental entities. SFAS No. 162 is effective 60 days following the SEC's approval of the Public Company Accounting Oversight Board's ("PCAOB") amendments to Interim Auditing Standards Section 411, "The Meaning of Present Fairly in Conformity with Generally Accepted Accounting Principles." We do not expect the adoption of SFAS No. 162 to have a material impact on of our condensed consolidated financial statements.

In April 2008, the FASB issued FASB Staff Position No. FAS 142-3, "Determination of Useful Life of Intangible Assets" ("FSP 142-3"). FSP 142-3 amends the factors that should be considered in developing the renewal or extension assumptions used to determine the useful life of a recognized intangible asset under SFAS No.142, "Goodwill and Other Intangible Assets." FSP 142-3 also requires expanded disclosure related to the determination of intangible asset useful lives. FSP 142-3 is effective for fiscal years beginning after December 15, 2008. Earlier adoption is not permitted. We do not expect the adoption of FSP 142-3 to have a material impact on our condensed consolidated financial statements.

Inflation

We do not believe that inflation has a significant impact on our results of operations for the periods presented.

Forward-Looking Statements

The Private Securities Litigation Reform Act of 1995 (the "PSLRA") provides a safe harbor for forward looking statements made by or on behalf of the Company. Certain statements made in this report, including certain statements made in Item 2, "Management's Discussion and Analysis of Financial Condition and Results of Operations", may constitute forward looking statements (within the meaning of Section 27A of the Securities Act 1933, as amended, and Section 21E of the Exchange Act) regarding the expectations of management with respect to revenues, profitability, adequacy of funds from operations and our existing credit facility, among other things. All statements which address operating performance, events or developments that management expects or anticipates will or may occur in the future including statements related to new products, volume growth, revenues, profitability, adequacy of funds from operations, and/or the Company's existing credit facility, earnings per share growth, statements expressing general optimism about future operating results and non historical information, are forward looking statements within the meaning of the PSLRA. Without limiting the foregoing, the words "believes," "thinks," "anticipates," "plans," "expects," and similar expressions are intended to identify forward-looking statements.

Management cautions that these statements are qualified by their terms and/or important factors, many of which are outside our control, involve a number of risks, uncertainties and other factors, that could cause actual results and events to differ materially from the statements made including, but not limited to, the following:

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- The current uncertain economic environment in the United States of America;
- Disruption in distribution or sales and/or decline in sales due to the termination of distribution agreements with certain of the Company's existing distributors or distribution networks and the appointment of selected Coca-Cola Bottlers and/or AB wholesalers as distributors in their place for the territories of such terminated distributors, including the acquisition of AB by InBev;
- Any proceedings which may be brought against the Company by the SEC or other governmental agencies;

- The outcome of the shareholder derivative actions and shareholders securities litigation filed against certain of the Company's officers and directors, and the possibility of other private litigation;
- The outcome of future auctions of auction rate securities and/or the Company's ability to recover payment thereunder;
- Our ability to address any significant deficiencies or material weakness in our internal control over financial reporting;
- The Company's ability to generate sufficient cash flows to support capital expansion plans and general operating activities;
- Decreased demand for our products resulting from changes in consumer preferences;
- Changes in demand that are weather related, particularly in areas outside of California;
- Competitive products and pricing pressures and the Company's ability to gain or maintain its share of sales in the marketplace as a result of actions by competitors;
- The introduction of new products;
- An inability to achieve volume growth through product and packaging initiatives;
- The Company's ability to sustain the current level of sales of our Monster Energy® brand energy drinks and our Java Monster™ line of non-carbonated dairy based coffee drinks;
- Laws and regulations and/or any changes therein, including changes in accounting standards, taxation requirements (including tax rate changes, new tax laws and revised tax law interpretations) and environmental laws, as well as the Federal Food, Drug and Cosmetic Act, the Dietary Supplement Health and Education Act, and regulations made thereunder or in connection therewith, as well as changes in any other food and drug laws, especially those that may affect the way in which the Company's products are marketed, and/or labeled, and/or sold, including the contents thereof, as well as laws and regulations or rules made or enforced by the Food and Drug Administration, and/or the Bureau of Alcohol, Tobacco and Firearms and Explosives, and/or the Federal Trade Commission and/or certain state regulatory agencies;
- Changes in the costs and availability of raw materials and juice concentrates, and the ability to maintain favorable supply arrangements and relationships and procure timely and/or adequate production of all or any of the Company's products;
- The Company's ability to achieve earnings forecasts, which may be based on projected volumes and sales of many product types and/or new products, certain of which are more profitable than others; there can be no assurance that the Company will achieve projected levels or mixes of product sales;
- The Company's ability to penetrate new markets;
- The marketing efforts of distributors of the Company's products, most of which distribute products that are competitive with the products of the Company;
- Unilateral decisions by distributors, convenience chains, grocery chains, specialty chain stores, club stores and other customers to discontinue carrying all or any of the Company's products that they are carrying at any time;
- The terms and/or availability of the Company's credit facility and the actions of its creditors;

- The effectiveness of the Company's advertising, marketing and promotional programs;
- Changes in product category consumption;
- Unforeseen economic and political changes;
- Possible recalls of the Company's products;
- The Company's ability to make suitable arrangements for the co-packing of any of its products;
- Loss of the Company's intellectual property rights;
- Failure to retain the full-time services of senior management of the Company and inability to immediately find suitable replacements;
- Volatility of stock prices which may restrict sales or other opportunities;
- Provisions in the Company's organizational documents and/or control by insiders which may prevent changes in control even if such changes would be beneficial to other stockholders;
- Exposure to significant liabilities due to litigation or legal proceedings.

The foregoing list of important factors and other risks detailed from time to time in the Company's reports filed with the SEC is not exhaustive. See the section entitled "Risk Factors" in our Form 10-K for a more complete discussion of these risks and uncertainties and for other risks and uncertainties. Those factors and the other risk factors described therein are not necessarily all of the important factors that could cause actual results or developments to differ materially from those expressed in any of our forward-looking statements. Other unknown or unpredictable factors also could harm our results. Consequently, our actual results could be materially different from the results described or anticipated by our forward-looking statements due to the inherent uncertainty of estimates, forecasts and projections and may be better or worse than anticipated. Given these uncertainties, you should not rely on forward-looking statements. Forward-looking statements represent our estimates and assumptions only as of the date that they were made. We expressly disclaim any duty to provide updates to forward-looking statements, and the estimates and assumptions associated with them, after the date of this report, in order to reflect changes in circumstances or expectations or the occurrence of unanticipated events except to the extent required by applicable securities laws.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

In the normal course of business, our financial position is routinely subject to a variety of risks. The principal market risks (i.e., the risk of loss arising from adverse changes in market rates and prices) to which the Company is exposed are fluctuations in energy and fuel prices, commodity prices affecting the costs of juice concentrates and other raw materials (including, but not limited to, increases in the price of aluminum for cans, resin for PET plastic bottles, as well as cane sugar, glucose, sucrose, milk and cream, and high fructose corn syrup, which are used in many of the Company's products) and limited availability of certain raw materials such as sucralose. We are also subject to market risks with respect to the cost of commodities because our ability to recover increased costs through higher pricing is limited by the competitive environment in which we operate. In addition, we are subject to other risks associated with the business environment in which we operate, including the collectability of accounts receivable.

We do not use derivative financial instruments to protect ourselves from fluctuations in interest rates and do not hedge against fluctuations in commodity prices. We do not use hedging agreements or alternative instruments to manage the risks associated with securing sufficient ingredients or raw materials, including, but not limited to, cans, PET plastic bottles, glass, labels, sucrose, high fructose corn syrup, glucose, sucralose, flavors, supplements, juice concentrates, certain sweeteners or packaging arrangements, or protecting against shortages of such ingredients or raw materials.

We are primarily exposed to market risks from fluctuations in interest rates and the effects of those fluctuations on the market values of our short term investments. Certain of our short term investments are subject to interest rate risk because these investments generally include a fixed interest rate. As a result, the market values of these investments are affected by changes in prevailing interest rates.

At September 30, 2008, we had $256.4 million in cash and cash equivalents and $124.4 million in short- and long-term investments. We have historically invested these amounts in U.S. government agencies, municipal securities or notes (which may have an auction reset feature), corporate notes and bonds, commercial paper and money market funds meeting certain criteria. Certain of these investments are subject to general credit, liquidity, market and interest rate risks, which may be exacerbated by U.S. sub-prime mortgage defaults that have affected various sectors of the financial markets and caused credit and liquidity issues.

The applicable interest rate is reset at pre-determined intervals, usually every 7 to 35 days. Liquidity for auction rate securities was typically provided by an auction process which allowed holders to sell their notes. During the nine-months ended September 30, 2008, a large portion of the auctions for these auction rate securities failed. Based on an assessment of fair value as of September 30, 2008, we determined that a temporary impairment has occurred and therefore recorded a charge of $3.3 million, net of tax for the nine-months ended September 30, 2008. There is no assurance that auctions on the remaining auction rate securities in our investment portfolio will succeed. These market risks associated with our investment portfolio may have a negative adverse effect on our future results of operations, liquidity and financial condition. See Item 2, “Management’s Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources” for additional information on our auction rate securities.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures – Under the supervision and with the participation of the Company’s management, including our Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13(a)-15(e) and 15(d)-15(e) of the Exchange Act) as of the end of the period covered by this report. Based upon this evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that the Company’s disclosure controls and procedures are adequate and effective to ensure that information we are required to disclose in reports that we file or submit under the Exchange Act is (1) recorded, processed, summarized and reported within the time periods specified in SEC rules and forms and (2) is accumulated and communicated to the Company’s management, including its principal executive and principal financial officers as appropriate to allow timely decisions regarding required disclosures.

Changes in Internal Control Over Financial Reporting – There were no changes in internal control over financial reporting that occurred during the fiscal period covered by this report that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II - - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In August 2006, HBC filed a lawsuit against National Beverage Company, Shasta Beverages, Inc., Newbevco Inc. and Freek’N Beverage Corp. (collectively “National”) seeking an injunction and damages for trademark infringement, trademark dilution, unfair competition and deceptive trade practices based on National’s unauthorized use of HBC’s valuable and distinctive Monster Energy® trade dress in connection with a line of energy drinks it launched under the “Freek” brand name. In June 2007, the parties entered into a confidential settlement agreement resolving the parties’ disputes in the litigation. National subsequently repudiated the settlement agreement and HBC responded by filing a motion in the United States District Court for the Central District of California to enforce the terms of the confidential settlement agreement. On August 14, 2007, the United States District Court entered an Order enforcing the settlement agreement and permanently enjoining National from manufacturing, distributing, shipping, marketing, selling and offering to sell “Freek” energy drinks in containers using the original “Freek” trade dress that was subject to the District Court’s preliminary injunction. National filed a notice of appeal with the Ninth Circuit Court of Appeals of the United States. National requested that the District Court stay this Order pending its appeal to the Ninth Circuit Court of Appeals, which was subsequently denied by the District Court. The Ninth Circuit Court of Appeals has scheduled oral arguments for December 11, 2008.

In August 2006, HBC filed an action in the Federal Courts of Australia, Victoria District Registry against Bickfords Australia (Pty) Limited and Meak (Pty) Ltd. (collectively “Bickfords”), in which HBC is seeking an injunction restraining Bickfords from selling or offering for sale or promoting for sale in Australia any energy drink or beverage under the Monster Energy or Monster marks or any similar marks and for damages and costs. The defendants cross-claimed seeking an order to restrain HBC from selling, or offering for sale, or promoting in Australia any drink product under the Monster EnergyÒ or MonsterÒ trademarks or any similar trademarks and for costs. The trial took place in February 2007 and closing oral submissions took place in June 2007. The Court handed down its decision on March 31, 2008, in which the Court dismissed both parties’ actions. As a result, neither HBC nor Bickfords are restrained from using the Monster or Monster Energy marks in Australia. HBC is appealing the Court’s decision. The appeal hearing took place on August 4 and 5, 2008 and HBC is awaiting the decision of the Court.

In September 2006, Christopher Chavez purporting to act on behalf of himself and a class of consumers yet to be defined filed an action in the Superior Court, of the State of California, City and County of San Francisco, against the Company and its subsidiaries for unfair business practices, false advertising, violation of California Consumers Legal Remedies Act, fraud, deceit and/or misrepresentation alleging that the Company misleadingly labels its Blue Sky beverages as originating in and/or being canned under the authority of a company located in Santa Fe, New Mexico. Defendants removed this Superior Court action to the United States Court for the Northern District of California under the Class Action Fairness Act, and filed motions for dismissal or transfer. On June 11, 2007, the United States District Court, Northern District of California granted the Company’s motion to dismiss Chavez’s complaint with prejudice. On June 21, 2007, Mr. Chavez noticed an appeal in the United States Court of Appeal for the Ninth Circuit. Mr. Chavez, as the appellant, has filed his opening brief and Hansen’s response has also been filed. The appeal has not been scheduled for hearing.

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In January 2007, the Company's distributor for the Riverside and San Bernardino, California Territories, Gate City Beverage Company ("Gate City"), notified the Company of its intention to sell its business and requested the Company consent to the assignment of the distribution agreement with the Company. The Company declined its consent and exercised its contractual right to terminate the Gate City distribution agreement upon thirty days prior written notice. Gate City threatened to take "appropriate action" against the Company and third parties for what it contended was an improper termination of the distribution agreement. The Company denied Gate City's assertion regarding improper termination of the applicable distribution agreement. On February 6, 2008, Gate City filed a demand for arbitration with the American Arbitration Association to be held in Orange County, California, claiming damages in an amount exceeding $5.0 million, plus attorneys' fees and costs. The Company disputes liability and is defending the claim. The parties are presently conducting discovery and the arbitration hearing has been set for March 30, 2009 through April 3, 2009.

On July 3, 2008, the Company filed a lawsuit in the Superior Court for the State of California for Los Angeles County against St. Paul Mercury Insurance Company ("St. Paul") due to St. Paul's failure to reimburse the Company for certain costs and expenses incurred and paid by the Company for and in connection with the investigation and defense of various proceedings relating to certain stock option grants made by the Company (the "St. Paul Complaint"). St. Paul sold the Company a directors and officers insurance policy that covered such expenses during the pertinent time period. St. Paul has reimbursed the Company for certain of the costs and expenses associated with the Company's successful defense against the proceedings, but has refused to pay the remainder of the limits of its policy. The St. Paul Complaint alleges that St. Paul is liable to the Company for the difference. The St. Paul Complaint seeks a declaration concerning the amount the Company is owed by St. Paul and asserts claims for breach of contract and tortuous breach of the implied covenants of good faith and fair dealing. The Company seeks damages arising from St. Paul's breach of the policy, punitive damages, and reimbursement of the attorneys' fees expended in the investigation and litigation. On August 1, 2008, St. Paul removed the lawsuit to the United States District Court for the Central District of California. On August 8, 2008, St. Paul answered the St. Paul Complaint and denied that it has any further responsibility to the Company beyond the amount for which it had previously reimbursed the Company. A trial has been preliminarily scheduled in this litigation for November 17, 2009. The parties are presently engaged in the preliminary phases of pre-trial discovery.

On July 11, 2008, the Company initiated an action against Citigroup Inc., Citigroup Global Markets, Inc. and Citi Smith Barney, in the United States District Court, Central District of California, for violations of federal securities laws and the Investment Advisors Act, arising out of the Company's purchase of auction rate securities. The Court has granted defendants' motion to compel arbitration before the Financial Industry Regulatory Authority.

On August 28, 2008, the Company initiated an action against Oppenheimer Holdings Inc.; Oppenheimer & Co. Inc.; and Oppenheimer Asset Management Inc., in the United States District Court, Central District of California, for violations of federal securities laws and the Investment Advisors Act, arising out of the Company's purchase of auction rate securities. The defendants answered the complaint on October 14, 2008 denying the allegations set forth therein.

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The Company is subject to litigation from time to time in the normal course of business, including claims from terminated distributors. Although it is not possible to predict the outcome of such litigation, based on the facts known to the Company and after consultation with counsel, management believes that such litigation in the aggregate will likely not have a material adverse effect on the Company's financial position or results of operations.

Securities Litigation – On September 11, 2008, a federal securities class action complaint styled *Cunha v. Hansen Natural Corp., et al.* was filed in the United States District Court for the Central District of California (the "District Court"). On September 17, 2008, a second federal securities class action complaint styled *Brown v. Hansen Natural Corp., et al*. was also filed in the District Court.

Both actions, filed by single individual shareholders purportedly on behalf of a class of purchasers of the Company's stock during the period May 23, 2007 through November 8, 2007 (the "Class Period"), name as defendants the Company, Rodney C. Sacks, and Hilton H. Schlosberg. The allegations of both complaints are substantially similar. Plaintiffs allege violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. Plaintiffs allege, among other things, that during the Class Period, the defendants issued materially false and misleading statements that failed to disclose that: (i) the Company's second quarter sales results were "materially impacted by inventory loading as customers were induced to purchase more product before the Company raised its prices in its Monster Energy drink line and its Java Monster drink line"; (ii) the Company was "experiencing declining sales in its non-core drink lines"; (iii) the Company was "experiencing production shortfalls with its Java Monster drink line"; and (iv) as a result of the foregoing, defendants "lacked a reasonable basis for their positive statements about the Company and its prospects." The complaints seek an unspecified amount of damages.

Plaintiffs' motions for appointment of Lead Plaintiff are due by November 10, 2008. After Lead Plaintiff is appointed, if a motion for consolidation is granted, defendants must respond within forty-five days from the date of service of any consolidated complaint or the designation of one complaint as the operative complaint in the consolidated class actions. If a motion for consolidation is denied, then defendants must respond to the complaint forty-five days from the date on which the denial of such motion is entered on the Court's docket.

Derivative Litigation – On September 15, 2008, a derivative complaint was filed in the Superior Court of the State of California, County of Riverside, styled *Stueve v. Sacks, et al.* (RIC508262). On October 15, 2008, a second derivative complaint was filed in the United States District Court for the Central District of California, styled *Merckel v. Sacks, et al.* The derivative suits were each brought, purportedly on behalf of the Company, by a shareholder of the Company who made no prior demand on the Company's Board of Directors.

Stueve has decided to voluntarily withdraw his complaint, which was based on factual allegations that were substantially similar to those set forth in the two securities class action complaints described above. On October 31, 2008, the parties entered into and submitted for the Court's approval a stipulation providing for the dismissal of the *Stueve* action in its entirety and without prejudice.

The *Merckel* complaint names as defendants certain current and former officers, directors, and employees of the Company and HBC, including Rodney C. Sacks, Hilton H. Schlosberg, Harold C. Taber, Jr., Benjamin M. Polk, Norman C. Epstein, Mark S. Vidergauz, Sydney Selati, Thomas J. Kelly, Mark J. Hall, and Kirk S. Blower, as well as the administrator of the Estate of Michael B. Schott and Hilrod Holdings, L.P. The Company is named as a nominal defendant. The factual allegations of the *Merckel* complaint are also substantially similar to those set forth in the two securities class action complaints described above. The *Merckel* complaint alleges, among other things, that between May 2007 and the present, the defendants directed the Company to issue a series of improper statements concerning its business prospects. The complaint further alleges that while the Company's shares were purportedly artificially inflated because of those improper statements, certain defendants sold Company stock while in possession of material non-public information regarding the Company's "true" business prospects. The complaint asserts causes of action for breaches of fiduciary duties, aiding and abetting breaches of fiduciary duty, violations of Cal. Corp. Code §§ 25402 and 25403 for insider selling, and unjust enrichment. The suit seeks an unspecified amount of damages to be paid to the Company, adoption of corporate governance reforms, and equitable and injunctive relief.

Although the ultimate outcome of these matters cannot be determined with certainty, the Company believes that the complaints are without merit. The Company intends to vigorously defend against these lawsuits.

ITEM 1A. RISK FACTORS

Our Risk Factors are discussed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2007. We have updated our risk factors as stated below to address the effect of the current credit crisis on our business.

Current economic conditions may adversely affect our industry, business and results of operations.

The United States economy is currently undergoing a period of slowdown and unprecedented volatility, which some observers view as a possible recession, and the future economic environment may continue to be less favorable than that of recent years. In addition, recent disruptions in national and international credit markets have lead to a scarcity of credit, tighter lending standards and higher interest rates on business loans. A prolonged economic downturn or a continuing scarcity of credit could adversely affect the financial condition and/or levels of business activity and/or purchasing habits of our customers and/or consumers. This may in turn have a corresponding negative impact on our sales and revenues, and therefore harm our business and results of operations.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

10.1*#	Monster Energy Distribution Coordination Agreement, dated October 3, 2008, between Hansen Beverage Company and The Coca Cola Company
10.2*#	Monster Energy International Distribution Coordination Agreement, dated October 3, 2008, between Tauranga Ltd, trading as Monster Energy, and Coca-Cola Enterprises Inc.
10.3*#	Monster Energy Distribution Agreement, dated October 3, 2008, between Hansen Beverage Company and Coca-Cola Enterprises, Inc.
10.4*#	Monster Energy Canadian Distribution Agreement, dated October 3, 2008, between Hansen Beverage Company and Coca-Cola Bottling Company.
10.5*#	Monster Energy International Distribution Agreement, dated October 3, 2008, between Tauranga Ltd, trading as Monster Energy, and Coca-Cola Enterprises Inc.
10.6*#	Monster Energy Belgium Distribution Agreement, dated October 3, 2008, between Tauranga Ltd, trading as Monster Energy, and Coca-Cola Enterprises Inc.
31.1*	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2*	Certification by Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Portions of this document have been omitted and filed separately with the SEC pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Exchange Act.

*** Filed herewith**

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

HANSEN NATURAL CORPORATION
Registrant

Date: November 10, 2008

/s/ RODNEY C. SACKS
Rodney C. Sacks
Chairman of the Board of Directors
and Chief Executive Officer

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended

MONSTER ENERGY
DISTRIBUTION COORDINATION AGREEMENT

This MONSTER ENERGY DISTRIBUTION COORDINATION AGREEMENT (this "Agreement") is entered into as of October 3, 2008 (the "Effective Date") between HANSEN BEVERAGE COMPANY, a Delaware corporation ("Hansen") and THE COCA-COLA COMPANY, a Delaware corporation ("KO").

Recitals. This Agreement is made with reference to the following recitals of essential facts:

1. Hansen and KO (each, a "Party" and collectively, the "Parties") are both engaged in the manufacture and sale of beverages.

2. KO has relationships with an extensive North American network of partially owned or independent distributors and/or bottlers that engage in the manufacture, distribution and sale of KO-branded beverages. Each such distributor or bottler that is a party to an agreement with KO (as it may be amended, restated, and/or replaced from time to time, in each case a "KO Bottler Agreement") is referred to herein as a "KO Distributor" and some or all of such distributors are collectively referred to as the "KO Distributors." Certain KO Distributors have entered into various exclusive agreements with KO pursuant to which they need consent from KO to distribute competitive products offered by third parties. Through this Agreement and the provisions contained herein, KO desires to provide such consent enabling the identified KO Distributors to sell identified Hansen beverages.

3. Subject to the terms of this Agreement, Hansen desires to enter into distribution agreements substantially in the form of attached Exhibit A, A1, A2 and A3 (the "Distribution Agreement") for the specific territories described on attached Exhibit B (the "Territory"), with certain KO Distributors for the distribution and sale of the Products (as defined below) and KO is willing to assist with those efforts. The "Products" collectively mean (a) each of the products identified in Exhibit C, (b) all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by Hansen at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the "" mark, and/or the "M" icon, that Hansen distributes from time to time through its national network of full-service distributors such as, without limitation, the KO Distributors, Anheuser-Busch, Inc. distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers, and (c) such additional Energy Drinks (as defined below), whether marketed under the Hansen Marks or otherwise, as Hansen and KO shall agree from time to time by executing an amended Exhibit C. The Products shall include all sizes of SKUs including, without limitation 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. "Energy Drink/s" means any ***. All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

AGREEMENT

1. Agreement. KO agrees to generally facilitate, consent to and assist the on-going relationship between Hansen and the KO Distributors contemplated by this Agreement. KO also agrees to use its commercially reasonable efforts to (a) facilitate and assist Hansen in regard to its evaluation of Proposed Distributors (as defined below) as contemplated under Section 2.4 below and (b) recommend to, encourage, facilitate and assist all KO Distributors in the Territory accepted by Hansen pursuant to the terms of Section 2.5 below to enter into Distribution Agreements with Hansen for the Products for such parts of the Territory as may be designated by Hansen and agreed to between Hansen and such KO Distributors in accordance with the procedures set forth in Section 2 below. Such efforts shall not obligate KO to expend funds or extend other economic incentives to convince KO Distributors to enter into Distribution Agreements with Hansen; it being understood by Hansen that KO does not control KO Distributors, who will independently negotiate distribution agreements directly with Hansen.

2. Procedures for Appointment of Distributors.

2.1. CCE Distribution Agreements. Concurrently with execution of this Agreement, Hansen and Coca-Cola Enterprises Inc., a Delaware corporation and Coca-Cola Bottling Company, a Nova Scotia company (collectively "CCE") shall each execute a Distribution Agreement, in substantially the form of Exhibit A1 and Exhibit A2, respectively (collectively the "CCE Distribution Agreements").

2.2. Subsequent Designation and Identification. The provisions of Section 2.2 through 2.7 shall apply to all Distributors other than CCE. Within thirty (30) days of the Effective Date, and thereafter at any time required under this Agreement or that Hansen desires to have KO Distributors distribute Products in the United States or Canada or distribute more Products in any particular territory/ies, Hansen will deliver written notice (the "Designation Notice") to KO designating: (a) the specific territories in which Hansen desires KO Distributors to distribute the Products; (b) the Sale Volume (as defined below) of the designated territory/ies for the period ended the last day of the month preceding the date of the Designation Notice estimated by Hansen; and (c) the amount estimated by Hansen to be paid by the KO Distributors to acquire from, or to terminate the distribution rights for each of Hansen's existing distributors in the designated territory/ies who will be terminated and/or replaced by one or more KO Distributor/s, including any severance or other payment which may be payable to Anheuser-Busch, Inc. (the "Prior Distribution Rights"), which shall be calculated by multiplying the Sale Volume estimated by Hansen by the pre-agreed average rate set forth on attached Exhibit D during 2008 and thereafter such rate as may be determined by Hansen (the "Estimated Buy-Out Contribution"). Within a reasonable time of Hansen receiving the information necessary to determine the actual Sale Volume, but in no event later than the first anniversary of the Effective Date, as the case may be, the Estimated Buy-Out Contribution shall be increased or decreased upon written notice by Hansen, based on the actual Sale Volume. "Sale Volume" means the aggregate number of physical cases of Products sold or to be sold by any prior distributor in the Territory and to be sold by Distributor in the Territory or referenced portion thereof for the twelve (12) month period ended on the referenced date.

2.3. Proposed Distributors. Within fourteen (14) days of its receipt of the Designation Notice, KO will deliver written notice (the "Identification Notice") to Hansen identifying the specific KO Distributors (the "Proposed Distributors") to be appointed to distribute the Products in the

respective territory/ies identified in the Designation Notice, describing how the Estimated Buy-Out Contribution will be allocated among such KO Distributors (the "Estimated Buy-Out Allocation") and any additional relevant information concerning such KO Distributors, the territory covered by them or the Estimated Buy-Out Allocation; provided that KO shall not be required to deliver information that KO is contractually obligated to keep confidential pursuant to any written agreement with a Proposed Distributor.

2.4. Due Diligence Period. During the twenty-eight (28) day period immediately following Hansen's receipt of the Identification Notice (the "Diligence Period"), Hansen will be entitled to conduct due diligence on the Proposed Distributors. KO will provide Hansen with such reasonable

information as may be in KO's possession regarding such Proposed Distributors that Hansen reasonably requests in connection with the investigation; provided, however, that KO shall not be required to deliver information that KO is contractually obligated to keep confidential pursuant to any written agreement with a Proposed Distributor or that KO in good faith believes must remain confidential due to legal reasons or due to its status as a shareholder in such Proposed Distributor. Hansen will also be free to contact such Proposed Distributors directly to request any additional information Hansen reasonably believes is needed to conduct the investigation. At anytime during the Diligence Period Hansen may, in its sole and absolute discretion, accept or reject any Proposed Distributor and/or the Estimated Buy-Out Allocation; provided, however, if Hansen fails to reject any Proposed Distributor or the Estimated Buy-Out Allocation during the Diligence Period, Hansen will be deemed to have accepted such Proposed Distributor and/or Estimated Buy-Out Allocation.

2.5. Acceptance. If Hansen accepts, or is deemed to accept, the applicable Proposed Distributor and Estimated Buy-Out Allocation set forth in the Identification Notice, Hansen will, within ten (10) days of the expiration of the Diligence Period, deliver to the Proposed Distributor a Distribution Agreement, in substantially the form of Exhibit A3, for each Proposed Distributor accepted by Hansen (each, an "Accepted Distributor"), subject to modification as agreed upon by Hansen and the Proposed Distributor. The Proposed Distributor will promptly return to Hansen copies of the Distribution Agreements executed by the Accepted Distributors who have agreed to enter into a Distribution Agreement with Hansen together with the applicable Estimated Buy-Out Contribution to the escrow specified in the applicable Distribution Agreement. Within seven (7) days of receipt of any Distribution Agreement executed by an Accepted Distributor, Hansen will deliver the Distribution Agreement executed by Hansen to such Accepted Distributor with a copy to KO.

2.6. Rejection of Estimated Buy-Out Allocation. If Hansen rejects the Buy-Out Allocation, the Parties agree to negotiate in good faith to reach agreement with respect to the Estimated Buy-Out Allocation. If the Parties are unable to reach agreement within thirty (30) days of Hansen's rejection, either Party may initiate dispute resolution proceedings in accordance with Section 25 below with respect to the Estimated Buy-Out Allocation.

2.7. Rejection by Distributor. If KO does not identify a Proposed Distributor in accordance with Section 2.2 above or if any Accepted Distributor declines to enter into a Distribution Agreement with Hansen, or fails to return a valid, executed Distribution Agreement to Hansen within thirty (30) days of delivery of such Distribution Agreement to such Accepted Distributor, such (a) Distribution Agreement shall be deemed void and the "Territory" defined in such Distribution Agreement shall be deleted from Exhibit B which amended Exhibit B shall be executed by the Parties, and (b) Hansen may enter into an agreement to distribute the Products in the applicable "Territory" deleted from Exhibit B without any restriction.

2.8. Estimated Volume Commitment. Within thirty (30) days after the Effective Date, Hansen will designate territories in which Hansen reasonably estimates that its total sales of Products, including directly by Hansen and indirectly through distributor/s, were and will at least be the number of cases set forth on Exhibit E during the twelve (12) month period ended May 31, 2009. In the event that any Proposed Distributor declines to become an Accepted Distributor pursuant to the terms of this Section 2, Hansen will be deemed to have satisfied its obligation to designate the number of cases of Products sold in the Territory assigned to such declining Proposed Distributor. If Hansen declines to accept a Proposed Distributor that Hansen reasonably determines is unable or unwilling to perform such Proposed Distributor's obligation in accordance with the terms and spirit of the Distribution Agreement, Hansen will be deemed to have satisfied its obligation to designate the estimated number of cases of Products sold in the territory assigned to such Proposed Distributor.

3. KO/Hansen Distributors; Distribution Agreements. Each KO Distributor with whom Hansen enters into a Distribution Agreement will hereinafter be referred to as a "KO/Hansen Distributor" but only during the period in which a KO Bottler Agreement is in effect between KO and such KO/Hansen Distributor. Any Distribution Agreement entered into between Hansen and any KO Distributor pursuant to this Agreement and granting such KO Distributor the right to distribute some or all of the Products shall fall under the terms of this Agreement and be treated as a Distribution Agreement under this Agreement for so long as such Distribution Agreement and the KO Bottler Agreement with such KO Distributor remains in effect. Whenever a KO Bottler Agreement with a KO/Hansen Distributor is terminated by KO pursuant to either a deficiency termination procedure or any other right of termination stated in such a KO Bottler Agreement, KO shall notify Hansen in writing within sixty (60) days after such termination.

4. KO Assistance.

4.1. If a general product distribution tracking system is utilized by KO, Hansen will require each KO/Hansen Distributor to assign a KO-provided tracking number to each Product and Product package (or such other actions as KO may reasonably request in the future) to allow for tracking of inventory and sales information by any sales data collection system then in use generally by KO and the KO Distributors, and as required under Section 3.p. of the Distribution Agreement. Based on such information, KO will provide to Hansen for each KO/Hansen Distributor reasonable information regarding Product sales, Product inventory levels, and other applicable information reasonably available to KO, provided that KO shall not be required to deliver information that KO is contractually obligated to keep confidential pursuant to any written agreement with a KO/Hansen Distributor unless such KO/Hansen Distributor consents thereto.

5. External Communications.

5.1. Publicity. Hansen and KO each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the Parties prior to release. Thereafter, each Party agrees to use commercially reasonable efforts to consult with the other Party regarding any public, written announcement which a Party reasonably anticipates would be materially prejudicial to the other Party. Nothing provided herein, however, will prevent either Party from (a) making and continuing to make any statements or other disclosures it deems

required, prudent or desirable under applicable Federal or State Security Laws (including without limitation the rules, regulations and directives of the Securities and Exchange Commission) and/or such Party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no Confidential Information is disclosed. If a Party breaches this Section 5.1 it shall have a seven (7) day period in which to cure its breach after written notice from the other Party. A breach of this Section 5.1 shall not entitle a Party to damages or to terminate this Agreement.

5.2. Marketing and Promotion.

(i) Hansen and KO agree that the principles set forth in Section 5.2.(ii) below are generally consistent with the marketing and promotion guiding principles of both Hansen and KO (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of either Party under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the Parties and neither Party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or to terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s).

(ii) Neither Hansen nor KO will advertise, market, or promote the Products in connection with: (a) material misrepresentations or material omissions of fact about the Products branded with the Hansen Marks; (b) derogatory statements or messages about the other Party or its products; (c) illegal drugs, pornography, racist activities or organizations; or (d) activities, causes, or products that are generally immoral according to applicable community standards of the relevant consumer of the Products such that it is materially detrimental to the other Party's public image and/or its rights as set forth in this Agreement.

6. Commissions.

6.1. Commissions Payable by Hansen. In exchange for KO's performance of its obligations under this Agreement, Hansen will pay KO a commission (the "Commission") equal to the percentage set forth on Exhibit D of the ***. (as defined below), which percentage will be adjusted for each of the Products on the first day of each calendar year as set forth on Exhibit D with reference to Hansen's then-current Gross Profit Margin (as defined below). The Commission will be payable monthly in arrears within forty-five (45) days of the end of each month commencing the Effective Date based on Hansen's good faith estimate of ***, and shall be reconciled to reflect actual *** for each calendar quarter within sixty (60) days of the end of such calendar quarter.

"Base Volume" means the number of actual cases of Products sold by Hansen to all prior distributors in the applicable territory during the twelve (12) month period ending the last day of the month immediately preceding the effective date of each applicable Distribution Agreement, which amount shall be agreed to by the Parties and shall be attached to this Agreement as Exhibit E, and which shall be amended from time to time as appropriate in order to reflect any additional territories that may subsequently be added to this Agreement.

"Cost of Sales" for each of the Products means Hansen's cost of sales in the United States and Canada with respect to each such Product for any applicable period calculated on the same basis and in the same manner that cost of sales is calculated by Hansen for the purposes of Hansen's periodic financial statements from time to time prepared in accordance with generally accepted accounting principals consistently applied.

"Gross Profit" for a particular Product means Net Sales of each of such Product minus the aggregate Cost of Sales of each of such Product sold during the applicable period.

"Gross Profit Margin" for each particular Product means the percentage determined by multiplying by 100 a fraction having the Gross Profit for such Product as numerator and the Net Sales for such Product as denominator.

***.

"Net Sales" for any applicable period means the gross amount invoiced for all sales by Hansen to KO/Hansen Distributors in the United States and Canada of each of the Products for the applicable period, less deductions for (a) federal and state excise tax to the extent paid for by Hansen in the United States, (b) customary discounts and sales allowances paid, accrued or credited, (c) Products returned during such period, and (d) permitted allowances, discounts, free cases or allowance programs and commissions to third parties paid or incurred by Hansen in the United States (which for sake of clarity does not include the Commissions, the Facilitation Fees, and/or the CCL Facilitation Fee) (as defined below).

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

6.2. Commissions Payable by KO/Hansen Distributors. In exchange for KO's performance of its obligations under this Agreement, each KO/Hansen Distributor in the United States will pay a commission to KO computed in accordance with the formula set forth on Exhibit D based on the aggregate quantity of Products invoiced by Hansen to the applicable KO/Hansen Distributor in the United States (the "Facilitation Fee"). Hansen will collect the Facilitation Fee from the KO/Hansen Distributors in the United States on behalf of KO as provided in this Section. Hansen agrees that it has no rights whatsoever in the Facilitation Fees and may not (a) include any Facilitation Fees in its revenues or list of assets, (b) pledge, grant, or allow any lien or security interest whatsoever in any of the Facilitation Fees, (c) retain any such Facilitation Fees as full or partial payment of any amount(s) allegedly owed to Hansen by KO under this Agreement or by a KO/Hansen Distributor, or (d) take any action whatsoever inconsistent with KO's ownership of the Facilitation Fees. All of Hansen's invoices to KO/Hansen Distributors in the United States will include the Facilitation Fee, which will be payable in accordance with the terms of the Hansen invoice. Hansen will receive the Facilitation Fees paid in accordance with such Hansen invoice and remit all Facilitation Fee payments to KO monthly, within fifteen (15) days of the end of each calendar month. Hansen is in no way guaranteeing payment of the Facilitation Fees. Hansen will advise KO of any failure by a KO/Hansen Distributor to pay on a timely basis any Facilitation Fee for which it is liable within a reasonable time following such default, and cooperate with KO's reasonable requests for assistance to collect any defaulted Facilitation Fee payments at no cost to Hansen. At KO's request, Hansen will assign all its rights to collect the defaulted Facilitation Fee to KO. Hansen shall have no obligations beyond those set forth in this Section 6.2 to

assist in the collection of the Facilitation Fees. With respect to any distribution of the Products through a KO/Hansen Distributor in Canada, KO's Canadian subsidiary (Coca-Cola Ltd., or "CCL") and CCE's Canadian subsidiary (Coca-Cola Bottling Company, or "CCB") will separately agree between themselves on a similar fee (the "CCL Facilitation Fee"), which will be paid directly from CCB to CCL.

6.3. Excluded Liabilities. Except as contemplated by Section 23.1 of this Agreement, KO shall not assume pursuant to the terms of this Agreement any of Hansen's debts, liabilities or obligations whatsoever, whether accrued, absolute, contingent, known, unknown or otherwise; any accounts payable; or any damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, or costs and expenses arising from or relating to claims asserted by any third party or Governmental Entity (as defined in Section 12.3.4 below) regarding the Products.

7. Confidentiality.

7.1. "Confidentiality" Definition. As used herein, "Confidential Information" means any information, observation, data, written material, records, documents, computer programs, software, firmware, inventions, discoveries, improvements, developments, designs, promotional ideas, customer lists, suppliers lists, financial statements, practices, processes, formulae, methods, techniques, trade secrets, products and/or research, in each such case, of or related to a Party's products, organization, business and/or finances; provided however that Confidential Information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing Party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other Party or any of its Affiliates (as defined in Section 13.1.1 below)), (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing Party prior to disclosure by the disclosing Party, (c) is legally and properly provided to the non-disclosing Party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing Party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing Party, (d) is disclosed without any restrictions of any kind by the disclosing Party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing Party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing Party, and such employee or independent contractor has no knowledge of any of the Confidential Information.

7.2. Non-Disclosure Obligations. It is contemplated that in the course of the performance of this Agreement each Party may, from time to time, disclose its Confidential Information to the other, as well as KO/Hansen Distributors. Each Party agrees that any such Confidential Information (a) will be used solely as provided by the terms and conditions of this Agreement, and (b) is intended solely for the information and assistance of the other Party and/or the KO/Hansen Distributors in the performance of such Party's obligations or exercise of such Party's rights under this Agreement and is not to be otherwise disclosed. Each Party will use its best efforts to protect the confidentiality of the other Party's Confidential Information, which efforts shall be at least as extensive as the measures such Party uses to protect its own most valued Confidential Information.

7.3. Injunctive Relief. Each Party acknowledges that the other Party will suffer irreparable harm if such Party breaches any of the provisions regarding confidentiality set forth in this Section 7 and that monetary damages will be inadequate to compensate the other Party for such breach. Therefore, if a Party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other Party or any of its Affiliates) breaches any of such provisions, then the other Party shall be entitled to injunctive relief without bond (in addition to any other remedies at law or equity) to enforce such provisions.

8. Distribution Agreements and Amendments.

8.1. Hansen's Rights Regarding Distribution Agreements. Subject to the terms of Section 2 above, Hansen will have sole and absolute discretion to determine whether or not to enter into a Distribution Agreement with any KO Distributor. Except as expressly provided in any Distribution Agreement with a KO/Hansen Distributor, nothing in this Agreement should be construed as granting KO Distributors exclusive distribution rights for the Products or otherwise prohibiting Hansen from entering or maintaining relationships with other distributors.

8.2. Amendment of Distribution Agreements.

8.2.1. Section 6.b. and Exhibit F of the Distribution Agreement sets forth, without limitation, the terms under which the KO/Hansen Distributor pays a Facilitation Fee to Hansen (the "Facilitation Fee Terms"). Hansen covenants and agrees not to amend, modify, or delete any of the Facilitation Fee Terms in any of the Distribution Agreements, without KO's prior written consent.

8.2.2. KO's consent shall be required to amend, modify or delete any provision of any Distribution Agreement. KO shall not unreasonably withhold or delay its approval of any amendment, modification, or deletion of any Distribution Agreement sought by Hansen. KO's approval shall be deemed to have been granted if KO does not respond within seven (7) business days of Hansen's written request.

8.3. The provisions of this Section 8.3 are set forth on attached Exhibit F and incorporated in this section 8.3 by this reference.

9. Competitive Product/s. The provisions of this Section 9 are set forth on attached Exhibit G and incorporated in this Section 9 by this reference.

10. Termination of Distribution Agreement/s. In the event of any material breach or default by a KO/Hansen Distributor under its Distribution Agreement with Hansen or any other occurrence that would give rise to Hansen's right to terminate such Distribution Agreement, Hansen will give KO written notice of such breach, default or occurrence at the same time as Hansen delivers notice of such breach, default or occurrence to such KO/Hansen Distributor, and KO shall have the same opportunity to cure such breach, default, or occurrence as is provided to the KO/Hansen Distributor under the Distribution Agreement, if any. If the KO/Hansen Distributor and KO fail to cure the breach, default, or occurrence within the

applicable cure period, if any, Hansen may terminate such Distribution Agreement pursuant to its terms and seek any remedies available under the Distribution Agreement or applicable law, in its sole and absolute discretion. KO will not, and will not directly or indirectly participate in or assist any

KO/Hansen Distributor to, challenge any right or remedy Hansen invokes under any Distribution Agreement, except to the extent that such challenge may relate to a breach by Hansen of its obligations under this Agreement or is reasonably necessary for KO to prevent a material impairment of its rights under this Agreement. Hansen agrees that (a) KO is not obligated, directly or indirectly, in any way under any of the Distribution Agreements, (b) KO has not expressly or implicitly agreed to guarantee the performance of any KO/Hansen Distributor under its respective Distribution Agreement with Hansen, and (c) Hansen will not take any action against KO to enforce a KO/Hansen Distributor's obligation/s under its Distribution Agreement with Hansen.

11. Term. Unless terminated by either Party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the twentieth (20th) anniversary of the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall, subject to being terminated by either Party pursuant to the terms of this Agreement, continue and remain in effect for as long as any KO/Hansen Distributor continues to distribute some or all of the Products pursuant to the terms of a Distribution Agreement.

12. Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either Party may terminate this Agreement on the occurrence of one or more of the following:

12.1. Material Breach. The other Party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such material breach in reasonable detail from the non-breaching Party; provided, however, if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently uses, in good faith, its best efforts to cure such breach.

12.2. Insolvency. The other Party: (a) makes any general arrangement or assignment for the benefit of creditors; (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing); (c) has appointed a trustee or receiver to take possession of substantially all of such Party's assets or interest in this Agreement (unless possession is restored to such Party within sixty (60) days after such taking); or (d) has substantially all of such Party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

12.3. Agreement. Mutual written agreement of the Parties.

12.4 Termination of Related Agreements.

12.4.1. If the Concurrent Agreement (as defined below) is terminated by KO without cause or terminated by Tauranga Ltd., an Irish Company ("MEL") as a result of a breach by KO, then Hansen shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by Hansen to KO. Any such termination shall be effective upon KO's receipt of Hansen's written notice of termination, and Hansen shall not be liable to KO or otherwise obligated to pay to KO any Aggregate Termination Fee or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of KO or in reliance on the existence of this Agreement. Hansen's right to terminate this Agreement under this Section 12.4.1

shall be independent of any other rights or remedies of Hansen under this Agreement. The "Concurrent Agreement" means the Monster Energy International Distribution Coordination Agreement dated concurrently herewith between KO and MEL.

12.4.2. If the Concurrent Agreement is terminated by MEL without cause or terminated by KO as a result of MEL's breach, then KO shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by KO to Hansen. Any such termination shall be effective upon Hansen's receipt of KO's written notice of termination, and KO shall not be liable to Hansen or otherwise obligated to pay to Hansen any Aggregate Termination Fee or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of Hansen or in reliance on the existence of this Agreement. KO's right to terminate this Agreement under this Section 12.4.2 shall be independent of any other rights or remedies of KO under this Agreement.

13. Termination on Change of Control.

13.1. Definitions. The following definitions apply to this Section 13 and wherever else they are used in this Agreement:

13.1.1. "Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by, or under common Control with, such specified Person.

13.1.2. A "Change of Control" shall have occurred with respect to a corporation for purposes of this Agreement upon completion or consummation of any of the following by or with respect to such corporation:

a. The Board of Directors of such corporation, and to the extent necessary, the shareholders of such corporation, approve a definitive agreement to:

(i) Merge or consolidate with any other Person or in which all the Voting Interests of such corporation outstanding immediately prior thereto represent (either by remaining outstanding or being converted into Voting Interests of the surviving corporation) less than 50% of the Voting Interests of such corporation or the surviving entity immediately after such merger or consolidation; or

(ii) The sale or disposition by such corporation (in one transaction or a series of transactions) of all or substantially all of such corporation's assets;

b. A plan of liquidation or dissolution of such corporation is submitted to and approved by the shareholders of such corporation;

c. The sale or disposition by such corporation (in one transaction or a series of transactions) of, (i) in the case of KO or its beverage business, or (ii) in the case of Hansen or its Parent, their energy drink business;

d. Any Person or group of Persons, other than (i) the Parent of such corporation as of the date of this Agreement, or (ii) a trustee or other fiduciary holding securities under an employee benefit plan of such corporation, becomes the beneficial owner directly or indirectly (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934) of more than 50% of the Voting Interests

of such corporation, as a result of a tender offer or exchange offer, open market purchases, privately negotiated purchases or otherwise;

e. In any share exchange, extraordinary dividend, acquisition, disposition or recapitalization (or series of related transactions of such nature) (other than a merger or consolidation), the holders of Voting Interests of such corporation immediately prior thereto continue to own directly or indirectly (within the meaning of Rule 13d-3 under the Securities Exchange Act of 1934) less than 50% of the Voting Interests of such corporation (or successor entity) immediately thereafter; or

f. Any group of Persons acting in concert in Control of such corporation changes such that a different Person or group of Persons acting in concert Control such corporation.

13.1.3. "Control" (including the correlative terms "Controlled by" and "Controlling") when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of Voting Interests, by contract or otherwise. Without limitation (a) any Person that, directly or indirectly, owns or controls, or has the right to own or control (through the exercise of any outstanding option, warrant or right, through the conversion of a security or otherwise, whether or not then exercisable or convertible) more than 50% of the outstanding Voting Interests of another Person or an aggregate of more than 50% of the outstanding Voting Interests of a Person, its direct or indirect Parents or the direct or indirect Subsidiaries of such Person shall be deemed to control such Person for purposes of this term, and (b) any Person that through any combination of interests, holdings or arrangements, has, or upon the exercise of any outstanding option, warrant or right, through the conversion of a security or otherwise, whether or not then exercisable or convertible, would have the ability to elect more than 50% of Hansen of the members of the governing board of any other Person shall be deemed to control such Person for purposes of this term.

13.1.4. "Governmental Entity" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

13.1.5. "Parent" means (a) with respect to any corporation, limited liability company, association or similar organization or entity, any Person (whether directly, through one or more of its direct or indirect Subsidiaries) owning more than 50% of the issued and outstanding Voting Interests of such corporation, limited liability company, association or similar organization or entity and (b) with respect to any partnership, any Person (whether directly or through one of its direct or indirect Affiliates) owning more than 50% of the issued and outstanding general and/or limited partnership interests.

13.1.6. "Person/s" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, corporation, or other entity or any Governmental Entity.

13.1.7. "Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other organization or entity of which more than 50% of the issued and outstanding Voting Interests or, in the case of a partnership, more than 50% of the general partnership interests, is at the time owned by such Person (whether directly, through one or more of such Person's direct or indirect Subsidiaries).

13.1.8. "Voting Interest" means equity interests in any entity of any class or classes (however designated) having ordinary voting power for the election of members of the governing body of such entity.

13.2. Notice of Change of Control. As soon as is reasonably practical after the occurrence of a Change of Control of a Party to this Agreement or its Parent, but in no event later than sixty (60) days thereafter, the Party subject to the Change of Control or whose Parent is subject to a Change of Control (the "Subject Party") shall deliver written notice to the other Party (the "Other Party") that (a) states that a Change of Control has occurred with respect to itself or its Parent, (b) states the date that the Change of Control was consummated, if known, and (c) identifies the Person/s who acquired Control (the "Change of Control Notice").

13.3. Termination on Change of Control. Within sixty (60) days of the Other Party's receipt of a Change of Control Notice, the Other Party may terminate this Agreement upon written notice to the Subject Party, without paying, or incurring any liability or obligation to pay, any termination fee, penalty, damages, or other compensation.

14. Termination by Hansen For Violation of Competitive Products Provisions. Subject to the terms of Section 9.4 and the last sentence of this Section 14, in the event of KO directly or indirectly distributing anywhere in the Competitive Territory, through one or more KO Distributors, a Competitive Product, Hansen may terminate this Agreement upon (a) thirty (30) days written notice to KO and KO's failure to cure the alleged breach within that period, or (b) immediately upon receipt of notice and without opportunity to cure if KO has violated Section 9 of this Agreement more than once within any twelve (12) month period. Hansen's right to terminate this Agreement under this Section 14 shall be independent of and in addition to any other rights or remedies of Hansen under this Agreement, including, without limitation, Section 12.1 above, and the construction and interpretation of Section 9 shall not restrict, limit or otherwise affect the construction and interpretation of this Section 14.

15. Termination Without Cause.

15.1. Termination Without Cause by Hansen and Aggregate Termination Fee. Hansen, or any successor to Hansen, shall have the right at any time, upon sixty (60) days written notice to KO, to terminate this Agreement without cause or for no reason; provided, however, that such termination is expressly conditioned on Hansen concurrently sending written notice of termination without cause to, except as provided in the next sentence, each of the then existing KO/Hansen Distributors pursuant to the terms of the applicable Distribution Agreements between Hansen and each of those existing KO/Hansen Distributors. In order to satisfy the foregoing condition, Hansen does not have to send written notices of termination without cause to any KO/Hansen Distributors who at that time are in the process of being terminated by Hansen for cause pursuant to the terms of their applicable Distribution Agreements with Hansen.

15.2. Termination Without Cause by KO and Aggregate Termination Fee.

(i) KO, or any successor to KO, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon two (2) years written notice to Hansen if such notice is given prior to the *** of the Effective Date or upon one (1) year's written notice if such notice is given after the *** of the Effective Date.

(ii) If KO exercises its right to terminate this Agreement in accordance with Section 15.2.(i) above, KO shall pay to Hansen an amount equal to the Aggregate Termination Fee defined and payable under Section 18.1 below. If, after such notice from KO, prior to the *** of the Effective Date, this Agreement is otherwise terminated as a result of KO's breach of this Agreement,

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

including without limitation, arising from the elimination of substantially all of Hansen's benefits arising under this Agreement by KO or KO's repudiation or abandonment of this Agreement (collectively, a "Termination Breach"), within the two (2) year notice period, then, without prejudice to any of Hansen's other rights and/or remedies, the Aggregate Termination Fee shall be ***. If after the *** of the Effective Date but prior to the *** of the Effective Date termination of this Agreement occurs due to a Termination Breach within the two (2) year notice period, then, without prejudice to any of Hansen's other rights and/or remedies, the Aggregate Termination Fee shall be ***. If, after the *** of the Effective Date termination of this Agreement occurs due to a Termination Breach within the one (1) year notice period, then, without prejudice to any of Hansen's other rights and/or remedies the Aggregate Termination Fee shall be ***.

(iii) At any time, and from time to time after KO gives Hansen written notice of termination, and without prejudice to, or in any way detracting from, KO's obligation to pay the Aggregate Termination Fee to Hansen, Hansen may elect to exercise its right to terminate this Agreement prior to the expiration of any notice period, in which event Hansen shall not be liable to KO by reason of such termination for compensation, reimbursement, or damages of whatsoever nature, including for (a) loss of prospective compensation or earnings, (b) goodwill or loss thereof, or (c) expenditures, investments, leases or any type of commitment made in connection with the business of KO or in reliance on the existence of this Agreement.

16. Automatic Termination. If neither Party has previously chosen to terminate this Agreement pursuant to its terms and all Distribution Agreements with the KO/Hansen Distributors have been terminated for any reason and/or expired pursuant to their terms, either Party may terminate this Agreement by notifying the other Party, in writing, of such termination effective no earlier than ten (10) business days after the date of such notice.

17. Obligations on Termination. In the event this Agreement is terminated pursuant to Sections 12.1, 12.2, 12.3, 12.4, 13, 14 or 15.2 of this Agreement, such termination will not terminate any Distribution Agreement that is effective at the time of such termination. In the event that this Agreement is terminated pursuant to Section 15.1 of this Agreement, Hansen will simultaneously give notice of termination pursuant to Section 15.1 above to terminate all associated KO/Hansen Distribution Agreements then in effect. Except as provided in this Section 17, the expiration or termination of this Agreement will not terminate any Distribution Agreement that is effective at the time of such expiration or termination. During the period between a notice of termination and the effective date of termination, each Party shall continue to fully perform its obligations under this Agreement. Sections 7, 8.1, 18.1, 19, 20, 21, 22 and 23 of this Agreement shall survive the expiration or termination of this Agreement.

18. Termination Fees.

18.1. "Aggregate Termination Fee" means the aggregate of the Commissions and the Facilitation Fees (including the CCL Facilitation Fee with respect to Canada) due to KO (and/or CCL, in the case of Canada) for the twelve (12) month period ending on the last day of the last calendar month preceding the effective date of termination of this Agreement for Products sold by Hansen to KO/Hansen Distributors who are KO/Hansen Distributors as of the effective date of such termination; provided that if termination of this Agreement occurs before the first anniversary of the Effective Date the Aggregate Termination Fee shall be increased by *** percent ***; and if termination of this Agreement occurs after the first anniversary of the Effective Date but before the second anniversary of the Effective Date, the Aggregate Termination Fee shall be increased by *** percent ***. Each termination fee specified in this Section 18 will be due and payable no later than thirty (30) days after the effective date of the applicable termination and such obligation shall survive the termination or expiration of this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

18.2. If Hansen terminates this Agreement pursuant to the terms of Section 12.1 or 14 above, KO shall, without prejudice to Hansen's rights and remedies available under this Agreement, equity and/or applicable law, pay Hansen the Aggregate Termination Fee.

18.3. If KO terminates this Agreement pursuant to the terms of Section 12.1 above, Hansen shall, without prejudice to KO's rights and remedies available under this Agreement, equity and/or applicable law, pay KO an amount equal to the Aggregate Termination Fee.

18.4. If Hansen terminates a Distribution Agreement with a KO/Hansen Distributor without cause and without concurrently terminating this Agreement, Hansen will pay KO the Aggregate Termination Fee calculated with respect to the Commissions and Facilitation Fees (including the CCL Facilitation Fee with respect to Canada) payable with respect to the terminated Distribution Agreement only.

18.5. If Hansen terminates this Agreement pursuant to the terms of Section 15.1 above, Hansen shall pay KO the Aggregate Termination Fee.

18.6. If Hansen only terminates a portion of the territory specified in a particular Distribution Agreement between Hansen and a KO/Hansen Distributor, without cause, Hansen shall pay KO a partial termination fee (in each case, a "Partial Termination Fee") equal to the Aggregate Termination Fee applicable to the terminated Distribution Agreement only, that would be owed if the applicable Distribution Agreement were fully terminated on the date the partial termination occurs, multiplied by a fraction, the numerator of which is the Net Sales of Products in the terminated portion of the applicable territory during the twelve (12) months immediately preceding such termination, and the denominator of which is the Net Sales of Products in the entire applicable territory during the twelve (12) months immediately preceding such termination.

19. Limitation of Damages; Limitation of Liability. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS SET FORTH IN SECTION 23 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY SUCH PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES RESULTING FROM THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 23 OF THIS AGREEMENT, THE PARTIES' RESPECTIVE TOTAL LIABILITY FOR MONEY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE APPLICABLE AGGREGATE TERMINATION FEE PAYABLE PURSUANT TO SECTION 18 ABOVE OR THE APPLICABLE PARTIAL TERMINATION FEE PAYABLE PURSUANT TO SECTION 18.6 ABOVE. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY WHATSOEVER.

EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR

IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN THIS AGREEMENT.

20. Books and Records; Examinations.

20.1. For a period of at least two (2) years following the expiration or earlier termination of this Agreement, Hansen shall maintain such books and records (collectively, "Hansen Records") as are necessary to substantiate that no payments have been made, directly or indirectly, by or on behalf of Hansen to or for the benefit of any KO employee or agent who may reasonably be expected to influence KO's decision to enter into this Agreement or the amount to be paid by KO pursuant hereto. (As used herein, "payments" shall include money, property, services and all other forms of consideration.) All Hansen Records shall be maintained in accordance with generally accepted accounting principles as consistently applied by Hansen. KO and/or its representative shall have the right at any time during normal business hours, upon seven (7) days written notice, to examine the Hansen Records, but not more than once per year. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

20.2. For a period of at least two (2) years following the expiration of earlier termination of this Agreement, KO shall maintain such books and records (collectively, "KO Records") as are necessary to substantiate that no payments have been made, directly or indirectly, by or on behalf of KO to or for the benefit of any Hansen employee or agent who may reasonably be expected to influence Hansen's decision to enter into this Agreement or the amount to be paid by Hansen pursuant hereto. (As used herein, "payments" shall include money, property, services and all other forms of consideration.) All KO Records shall be maintained in accordance with generally accepted accounting principles as consistently applied by KO. Hansen and/or its representative shall have the right at any time during normal business hours, upon seven (7) days written notice, to examine the KO Records, but not more than once per year. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

20.3. Hansen shall keep complete and true books and other records containing data in sufficient detail necessary to determine the Commission, the Facilitation Fee, *** of the Products, Gross Profit for each of the Products, Gross Profit Margin for each of the Products, any Aggregate Termination Fee, any Partial Termination Fee, and/or any components of each of these items.

20.4. No more than once per calendar year, KO shall have the right, at its own expense, to have the books and records kept by Hansen (and all related work papers and other information and documents) examined by a nationally recognized public accounting firm appointed by KO (in each case, an "Accounting Firm") to (a) verify the calculations of the Commission, the Facilitation Fee, ***, Net Sales of the Products, Gross Profit for each of the Products, the Gross Profit Margin for each of Products, any Aggregate Termination Fee, any Partial Termination Fee, and/or any component of any of the foregoing, and (b) and to verify the resulting payments required under this Agreement. Prior to conducting any such examination, the Accounting Firm shall have agreed to hold in confidence and not disclose to anyone, other than the Parties or unless required by applicable law, all information reviewed by or disclosed to the Accounting Firm during such examination.

21. Trademarks.

21.1. "Hansen Marks" means the trademarks, trade names, brand names, and logos, copyright material and other intellectual property owned by Hansen (whether or not registered) and used by it on the Products and/or in connection with the production, labeling, packaging, marketing, sale,

advertising, and promotion of the Products. KO acknowledges and agrees that all Hansen Marks shall be and remain the exclusive property of Hansen. No right, title or interest of any kind in or to the Hansen Marks is transferred by this Agreement to KO. KO agrees that it will not attempt to register the Hansen Marks, or any marks

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

confusingly similar thereto, in any form or language anywhere in the world. KO further agrees that during the term of this Agreement it will not contest the validity of the Hansen Marks or the ownership thereof by Hansen. If KO desires to reproduce any of the Hansen Marks for promotional purposes, the reproduction will only be made after written approval by Hansen. KO shall only use the Hansen Marks in such a manner as to ensure and maintain the high quality and goodwill associated therewith; provided, however, that KO may, in consultation with Hansen, submit form or template usages or specimens of proposed use featuring the Hansen Marks that may be subsequently used on other materials without seeking additional approval from Hansen, provided that the form, substance, content and context of such subsequent use is not materially different from that which Hansen initially approves. KO's use of the Hansen Marks will inure for the benefit of Hansen.

21.2. Infringement of Hansen's Marks. If during the term of this Agreement a third party institutes against Hansen or KO any claim or proceeding that alleges that the use of any Hansen Mark in connection with the marketing, promotion, merchandising and/or sales of the Products under this Agreement infringes the intellectual property rights held by such third party, then Hansen shall, in its sole discretion, and at its sole expense, contest, settle, and/or assume direction and control of the defense or settlement of, such action, including all necessary appeals thereunder. KO shall use all reasonable efforts to assist and cooperate with Hansen in such action, subject to Hansen reimbursing KO for any reasonable out-of-pocket expenses incurred by KO in connection with such assistance and cooperation. If, as a result of any such action, a judgment is entered by a court of competent jurisdiction, or settlement is entered by Hansen, such that any Hansen Mark cannot be used in connection with the marketing, promotion, merchandising and/or sales of the Products under this Agreement without infringing upon the intellectual property rights of such third party, then Hansen and KO promptly shall cease using such affected Hansen Mark in connection with the marketing, promotion, merchandising and/or sale of the Products under this Agreement. Neither Party shall incur any liability or obligation to the other Party arising from any such cessation of the use of the affected Hansen Mark.

21.3. Termination. Upon expiration or termination of this Agreement, KO shall cease and desist from any use of the Hansen Marks and any names, marks, logos or symbols confusingly similar thereto.

21.4. Prior Agreements. Notwithstanding the foregoing provisions of paragraph 21 (including the definition of "Hansen Marks" as including both registered and unregistered rights), the Parties acknowledge their ongoing discussions over their respective rights in trademarks containing the term "monster," *** regarding Hansen's use of its MONSTER marks (the "Monster Trademark Agreement"). Nothing contained in this Agreement shall (a) be deemed to be an acknowledgement by KO of Hansen's rights in unregistered marks containing the term "monster" or (b) limit the provisions of the Monster Trademark Agreement. In the case of a conflict between this Section 21 and the Monster Trademark Agreement, the Parties agree that the terms of the Monster Trademark Agreement shall prevail.

22. Representations and Warranties.

22.1. Hansen represents and warrants to KO that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require Hansen to breach any obligation to, or agreement or confidence with, any other person or entity.

22.2. Hansen warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by Hansen to, or on the order of, KO and/or any KO/Hansen Distributor are hereby guaranteed as of the date of such shipment to be, on such date, not adulterated or misbranded within the meaning of the Federal Food,

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Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act"), or within the meaning of any substantially identical and applicable state food and drug law, if any, and not articles which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce, the Canadian Food and Drugs Act, and the Natural Health Product Regulations promulgated thereunder.

22.3. Hansen warrants that all Products shall be merchantable.

22.4. KO's sole and exclusive remedy for Hansen's breach of Hansen's representations in Sections 22.2. and 22.3. above shall be as provided for in Section 23.3. below.

23. Indemnification and Insurance.

23.1. KO agrees to indemnify and defend Hansen against any third party claims and hold Hansen harmless from and against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses arising out of, resulting from or otherwise connected with and to the extent attributable to (a) any willfully negligent act, misfeasance or nonfeasance by KO, its Subsidiaries, or any of their respective officers, employees, directors or agents regarding the sale, distribution or marketing of the Products, (b) the failure of any representation or warranty made by KO contained in this Agreement to be true or correct in any material respect (without regard to any references to materiality contained

therein), (c) any claim, advertising or representation by KO regarding Products that has not been approved by Hansen, and (d) any claim by CCE arising from the Facilitation Fee and/or the CCL Facilitation Fee, and as set forth on attached Exhibit H, which is incorporated in this Section 23.1 by this reference.

23.2. Intentionally omitted.

23.3. Hansen agrees to indemnify and defend KO against any third party claims and hold KO harmless from and against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses arising out of, resulting from or otherwise connected with and to the extent attributable to (a) the formulation, manufacture, labeling, bottling or packaging of the Products, including, but not limited to, product defects, product integrity/quality failures, any ingredient safety issue, product recalls, any violation of applicable law or regulation, or any injury to or death of any person caused by the Products or any ingredient contained therein, (b) any willfully negligent act, misfeasance or nonfeasance by Hansen or any of its respective Subsidiaries, officers, employees, directors or agents, (c) any claim, advertising or representation by Hansen or by any agent or representative of Hansen regarding the Products, (d) the failure of any representation or warranty made by Hansen contained in this Agreement to be true or correct in any material respect (without regard to any references to materiality contained therein), (e) any claim that the authorized use by KO of any of the Hansen Marks pursuant to this Agreement infringes the trademark, trade dress or trade name of another, (f) any claim that any packaging for the Products furnished by Hansen infringes any patent, trade secret or other intellectual property right of any third party, or (g) the termination or transfer of any of Hansen's existing distribution agreements in anticipation or furtherance of the rights granted to KO in this Agreement.

23.4. During the term of this Agreement and for a period of two (2) years thereafter, Hansen and KO agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other Party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each Party shall provide to the other Party with a certificate of insurance evidencing such insurance, in a form satisfactory to such Party:

- Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

- Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

For any claims under this Agreement, the applicable Party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. All deductibles payable under an applicable policy shall be paid by the Party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective Parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums.

23.5. An indemnified party under this Section 23 shall give to the indemnifying party prompt notice of the third party claim for which such indemnified party is seeking indemnification. Until such time as the indemnifying party acknowledges in writing its obligation to indemnify the indemnified party under this Section 23, the indemnified party will have the right to direct, through counsel of its choosing, the defense of any matter the subject of such indemnification claim. At such time as the indemnifying party acknowledges in writing its obligation to indemnify the indemnified party against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses that may result from such matter, the indemnifying party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any matter the subject of indemnification hereunder at its expense. The indemnified party may thereafter retain its own counsel to participate in the defense of the matter, at the indemnified party's own expense. The indemnified party shall provide the indemnifying parties with reasonable and relevant access to its records and personnel relating to any such matter during normal business hours and shall otherwise cooperate with the indemnifying party in the defense or settlement of any such matter, and the indemnifying party shall reimburse the indemnified party for all its reasonable out-of-pocket expenses in connection with such matter. No settlement in respect of any third party claim may be effected by the indemnifying party without the indemnified party's prior written approval. If the indemnifying party shall fail to undertake any such defense, the indemnified party shall have the right to undertake the defense or settlement thereof at the indemnifying party's expense, provided the indemnifying party has received reasonable notice of, and opportunity to participate in, any proposed settlement.

24. Miscellaneous.

24.1. No Employment Relationship. Notwithstanding any language in this Agreement to the contrary, the Parties intend that their relationship will be only as set forth in this Agreement. Neither Party nor any employee, agent, officer, or independent contractor of or retained by either Party shall be considered an agent, employee or co-joint venturer of the other Party for any purpose or entitled to any of the benefits that the other Party provides for any of the other Party's employees. Furthermore, each Party acknowledges that it shall be responsible for all federal, state and local taxes for it and its employees and reports relative to fees under this Agreement and each Party will indemnify and hold the other Party harmless from any failure to file necessary reports or pay such taxes.

24.2. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and is intended by the Parties to be a final expression of their understanding and a complete and exclusive statement of the terms and conditions of the agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the Parties concerning the subject contained herein and contains all of the covenants, agreements, understandings, representations,

conditions, and warranties mutually agreed to between the Parties. This Agreement may be modified or rescinded only by a writing signed by the Parties hereto or their duly authorized agents.

24.3. Choice of Law. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of New York, without giving effect to any conflict-of-law rules requiring the application of the substantive laws of any other jurisdiction.

24.4. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal administrators, legal representatives, successors and assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party; provided, however, that in the event of the Change of Control of a Party to this Agreement (the "Change of Control Party") or its Parent in which the other Party to this Agreement chooses not to exercise its termination rights under Section 13.3 above and this Agreement is assumed by the surviving entity or successor to the Change of Control Party, or by the acquirer of substantially all of the Change of Control Party's assets as a matter of law, the Change of Control Party shall be entitled to assign all of its rights and obligations under this Agreement to such Person without the other Party's consent so long as such successor, surviving entity or acquirer agrees in writing to unconditionally assume all of the Change of Control Party's rights and obligations under this Agreement.

24.5. Counterparts. This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document. Signatures received by facsimile shall be deemed to be original signatures.

24.6. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement.

24.7. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

24.8. Drafting Ambiguities. Each Party to this Agreement and their legal counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

24.9. Notices. All notices or other communications required or permitted to be given to a Party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such Party at the following respective address:

If to Hansen:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to KO:

The Coca-Cola Company
P.O. Box 1734
Atlanta, Georgia 30301
Attention: President, Coca-Cola North America
Telecopy: (404) 598-4421

with a copy to:

The Coca-Cola Company
P.O. Box 1734
Atlanta, GA 30301
Attention: General Counsel, Coca-Cola North America
Telecopy: (404) 598-1088

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any Party to this Agreement may give a notice of a change of its address to the other Party to this Agreement.

24.10. Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the Parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

25. Dispute Resolution.

25.1. Arbitration. Any controversy, claim or dispute of whatever nature arising out of or in connection with this Agreement or the breach, termination, performance or enforceability hereof or out of the relationship created by this Agreement (a "Dispute") shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement. The Parties understand and agree that they each have the right to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. Unless otherwise agreed in writing by the Parties hereto, the arbitral panel shall consist of three (3) arbitrators, each of whom shall be a retired judge from a State other than California or Georgia and shall be appointed by the AAA in accordance with Section 25.2 below. The place of arbitration shall be Dallas, Texas. Judgment upon the award may be entered, and application for judicial confirmation or enforcement of the award may be made, in any competent court having jurisdiction thereof. Other than as required or permitted by an applicable governmental entity, each Party will continue

to perform its obligations under this Agreement pending final resolution of any such Dispute. The Parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury.

25.2. Immediately after the filing of the submission or the answering statement or the expiration of the time within which the answering statement is filed, the AAA shall send simultaneously to each Party to the dispute an identical list of ten (10) (unless the AAA decides that a larger number is appropriate) names of retired judges from the National Roster from States other than California or Georgia. The Parties shall attempt to agree on the three (3) arbitrators from the submitted list and advise the AAA of their agreement. If the Parties are unable to agree upon the three (3) arbitrators, each Party to the dispute shall have fifteen (15) days from the transmittal date in which to strike no more than three (3) names objected to, number the remaining names in order of preference, and return the list to the AAA. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the three (3) arbitrators to serve. If the Parties fail to agree on any of the persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other retired judges on the National Roster from States other than California or Georgia without the submission of additional lists.

25.3. The arbitration shall be governed by the laws of the State of New York, without regard to its conflicts-of-law rules, and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). The arbitrators shall base the award on the applicable law and judicial precedent that would apply, and the arbitrators shall have no authority to render an award that is inconsistent therewith. The award shall be in writing and include the findings of fact and conclusions of law upon which is it based if so requested by either Party. Except as may be awarded to the prevailing Party, each Party shall bear the expense of its own attorneys, experts, and out of pocket costs as well as fifty percent (50%) of the expense of administration and arbitrators' fees.

25.4. Except as otherwise required by law, the Parties and the arbitrator(s) shall keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute.

25.5. Except for damages directly resulting from indemnity obligations set forth in Section 23 above, notwithstanding anything to the contrary in this Agreement, each Party waives the right in any arbitration or judicial proceeding to receive consequential, punitive, or exemplary damages. The arbitrators shall not have the power to award consequential, punitive, or exemplary damages.

26. Attorney's Fees. In the event any litigation, arbitration, mediation, or other proceeding ("Proceeding") is initiated by any Party against any other Party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing Party in such Proceeding shall be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs directly related to (a) such Proceeding (whether or not such Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce any judgment or award resulting from any such Proceeding.

27. Force Majeure.

27.1. Neither Party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such Party's reasonable control (each, individually, a "Force Majeure Event") including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods,

sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such Party's performance of its obligations is delayed for other causes.

27.2. The Party affected by a Force Majeure Event shall give written notice to the other Party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such Party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected Party's ability to perform its obligations hereunder, the affected Party shall give written notice to the other Party within a reasonable time.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

SIGNATURE PAGE TO MONSTER ENERGY DISTRIBUTION COORDINATION AGREEMENT BETWEEN HANSEN BEVERAGE COMPANY AND THE COCA COLA COMPANY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

HANSEN BEVERAGE COMPANY, a Delaware corporation	**THE COCA-COLA COMPANY**, a Delaware corporation
By: /s/ Rodney Sacks	By: /s/ William D. Hawkins III
Rodney Sacks	[Name] William D. Hawkins III
Chief Executive Officer	[Title] Vice President & General Counsel

EXHIBIT A
Monster Energy Distribution Coordination Agreement

FORM DISTRIBUTION AGREEMENTS

[FORM OF]
MONSTER ENERGY
DISTRIBUTION AGREEMENT

This MONSTER ENERGY DISTRIBUTION AGREEMENT (the "Agreement") is entered into as of , 2008 (the "Effective Date") between HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC") with offices at 550 Monica Circle, Suite 201, Corona, California 92880, and ("Distributor").

1. Recitals and Definitions.

a. Distributor is a leading producer and distributor of beverages and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). KO has designated Distributor, and HBC wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of November 10, 2008, or such other date as may be mutually agreed by the parties in writing, but which in no event shall be later than November 30, 2008 (the "Commencement Date").

b. When used herein the word "Products" means (a) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its national network of full-service distributors such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers and (b) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as HBC, Distributor and KO shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for HBC as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means any ***. All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

2. Appointment.

a. With effect from the Commencement Date, HBC appoints Distributor, and Distributor accepts appointment, as a distributor of Products only to Distributor's Accounts within the Territory. Such appointment shall only be exclusive if and to the extent so designated on Exhibit C hereto. Such appointment shall exclude any SKU/s deleted from distribution pursuant to Sections 13.b. or 13.f.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

below. Unless otherwise agreed in writing by HBC, Distributor specifically covenants not to sell, market, distribute, assign or otherwise transfer (collectively, "Transfer") in any manner any Products except to the Distributor's Accounts which are set forth on Exhibit C, within the Territory. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to HBC's rights hereunder. Distributor's appointment of sub-distributors shall be to supplement and augment but not to replace or substitute, wholly or partially, any of Distributor's obligations or any of Distributor's resources, performance capabilities and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor hereby agrees not to Transfer any Products, either directly or indirectly, to any other persons and/or entities located outside the Territory nor to any persons and/or entities within the Territory for Transfer, or to persons or entities with regard to whom Distributor has

knowledge or reasonable belief will distribute and/or sell the Products outside of the Territory, except that, subject to all of the terms and conditions of this Agreement, Distributor may Transfer Products to other bottlers or distributors designated by KO that are authorized in writing by HBC for Transfer into such distributor's or bottler's territory.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by HBC to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by HBC to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to any express or implied distribution agreement, course of conduct or other relationship between HBC and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase and/or Transfer or continue to purchase and/or Transfer any products, including Products, or use the Trademarks other than with respect to products sold and delivered by HBC to Distributor, and (iii) shall constitute a separate transaction for each shipment of products actually delivered by HBC to Distributor and/or sub-distributor(s), in HBC's sole and absolute discretion, which HBC shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in HBC's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against HBC including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of HBC with regard to such matters.

d. Distributor has agreed to acquire certain distribution rights held by prior HBC distributors ("Prior Distributor Rights") for the Territory by paying an amount which Distributor and HBC have agreed shall be calculated in accordance with the formula set forth in Exhibit E hereto. As soon as practicable after the Effective Date, HBC shall calculate the estimated amount payable by Distributor in accordance with the formula agreed to between Distributor and HBC as set forth in Exhibit E hereto, which shall be calculated based upon the estimated Sale Volume (as defined below) for the Territory for the period ended October 31, 2008 (the "Estimated Buy-Out Contribution"). No later than fifteen (15) days prior to the Commencement Date, Distributor shall deliver to HBC an amount equal to the Estimated Buy-Out Contribution. As soon as practicable after October 31, 2008, HBC shall determine the actual Sale Volume for the Territory for the period ended October 31, 2008 in order to calculate the final amount due by Distributor in accordance with the formula set forth in Exhibit E (the "Final Buy-Out Contribution"). Distributor shall be and remain obligated to pay to HBC any shortfall between the Final Buy-Out Contribution and the amount received by HBC for the Estimated Buy-Out Contribution and HBC shall pay to Distributor the amount by which the Estimated Buy-Out Contribution actually received by HBC exceeds

the amount of the Final Buy-Out Contribution. The parties acknowledge and agree that in determining the Final Buy-Out Contribution it will be necessary for HBC to make allocations and estimates of the Sales Volumes of the Products based upon such information as may be made available to it by prior HBC distributors. HBC agrees that in making any such allocations or estimates it shall be required to and shall act reasonably and in good faith. HBC shall provide to Distributor copies of the written records relied upon by HBC to reasonably allocate, estimate and determine the Final Buy-Out Contribution, for review by Distributor, and Distributor hereby agrees to maintain such information and records in strict confidence. The Final Buy-Out Contribution paid by Distributor to HBC shall be used by HBC to acquire or terminate the Prior Distributor Rights and any shortfall necessary to accomplish that goal shall be borne by HBC and any excess shall be paid to and/or retained by HBC. "Sale Volume" means the aggregate number of cases of Products sold and to be sold by any prior distributors and to be sold by Distributor in the Territory or referenced portion thereof during the twelve (12) month period ended on a referenced date. For the avoidance of doubt, HBC shall acquire, terminate or replace the Prior Distributor Rights and bear the deficiency, if any, between the amount of the Final Buy-Out Contribution and the cost of acquiring or terminating the Prior Distributor Rights, whether or not the Final Buy-Out Contribution is sufficient.

e. HBC may from time to time designate additional territory ("Additional Territory"), which HBC reasonably determines to be within such proximity to the Territory as to make incorporation of the Additional Territory desirable. If HBC gives Distributor written notice of such designation of Additional Territory, Distributor shall use its commercially reasonable good faith efforts to add the Additional Territory by execution of an amendment of Exhibit B to this Agreement if Distributor has other distribution activities in the Additional Territory.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to aggressively promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory (except to accounts reserved for HBC pursuant to Exhibit C and those National Accounts (as defined below) that are serviced directly by HBC in accordance with Section 14). Distributor shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable good faith efforts to manage all Distributor sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of HBC;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b. below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

h. Permit HBC representatives to work sales routes with Distributor's salesmen in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum warm and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information as may be reasonably requested by HBC;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers; and

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by HBC's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles.

4. Prices. The prices of Products shall be as set forth in HBC's then current price list as the same may be changed from time to time by HBC upon *** prior written notice to Distributor.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery with a lead time of at least ten (10) days and shall be subject to acceptance by HBC in HBC's reasonable discretion. If HBC is unable to accept an order for any reason, then HBC will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or inconsistency between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of HBC's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

6. Payment.

a. Distributor shall promptly pay the prices of Products in full (without deduction or set off for any reason) no later than *** from date of invoice unless HBC otherwise agrees in writing. Distributor and HBC shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse HBC for any costs and expenses incurred by HBC in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at the *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

b. Distributor acknowledges that it is aware that HBC and KO have entered into a distribution coordination agreement (as it may be amended from time to time, the "Distribution Coordination Agreement") under the terms of which KO has agreed to facilitate and coordinate HBC and certain KO Bottlers entering into distribution arrangements, and after such arrangements have been entered into, to provide assistance with the collection and analyses of sales and marketing information concerning the Products, review and potentially make available for the benefit of HBC and KO various Distributor logistical arrangements, facilities and systems, and provide other assistance. In consideration thereof, Distributor agrees to pay to KO a fee

calculated in accordance with the formula set forth on attached Exhibit F (the "Facilitation Fee"). Each HBC invoice to Distributor will include the Facilitation Fee, which shall be payable by Distributor in accordance with the terms of the applicable HBC invoice. HBC will in turn remit the Facilitation Fee received from Distributor to KO on a monthly basis. Distributor acknowledges and agrees that (i) HBC may, at any time, assign to KO its rights to collect the Facilitation Fee, which will allow KO to directly take action against Distributor to collect any Facilitation Fee owing from Distributor, (ii) HBC may agree to pay or provide KO with other fees or benefits as consideration for KO's performance of its obligations under the Distribution Coordination Agreement, and (iii) to the extent necessary, Distributor consents to the provisions of this Section 6.b.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

7. Title. Title to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecasts and Delivery.

a. Distributor shall provide HBC with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to HBC no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by HBC for delivery to Distributor in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing HBC forecasts in accordance with Section 8.a. above, HBC agrees to (i) use commercially reasonable good faith efforts to deliver Products to Distributor within ***, in the case of Monster and Monster LoCarb Products sold in 24-pack/16 oz. cases, and within *** in the case of all other Products, of HBC's receipt of purchase orders for Products in compliance with Sections 5 and 8.a. above, and (ii) deliver Products to Distributor with at least *** of shelf life remaining at the time of delivery. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by HBC are merely approximate and that HBC shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of HBC's failure to comply with its obligations under this Section 8.

c. HBC shall use commercially reasonable means to cause packing and packaging to comply with all applicable state, federal and local law and packing and packaging to be accompanied by bills of lading or pallet tags or other documentation to comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time created, adopted, used, registered, or been issued in the United States of America or in any other location in connection with HBC's business or the Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with HBC's policies and instructions, and HBC reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by HBC in writing or differs materially from a use previously approved by HBC in writing) shall be subject to the prior written consent of HBC, which HBC may withhold in its sole and absolute discretion. Distributor shall submit to HBC in writing each different proposed use of the Trademarks in any medium.

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d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, HBC shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that HBC provides to it in writing.

f. Upon the termination of this Agreement, Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify HBC of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at HBC's expense and upon HBC's request, assist in such legal proceedings as HBC will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in accordance with HBC's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at HBC's expense, assist HBC in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall aggressively distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and promotional programs that are mutually agreed upon by HBC and Distributor from time to time. Distributor acknowledges that (a) HBC has no obligation to market and promote the Products, and (b) HBC makes no, and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with HBC's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the twentieth (20th) anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, this Agreement shall, subject to being terminated by either party pursuant to the terms of this Agreement, continue and remain in effect, unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or any subsequent anniversary of the Commencement Date, as the case may be (collectively, the "Term"). A "Contract Year" means any calendar year during the Term and the period from

the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls.

12. Termination.

a. Termination for Cause.

(i) Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A) Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it can not reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either HBC or Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay to the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee; provided that if this Agreement is terminated by Distributor within three (3) years of the Effective Date as a result of HBC's breach, the severance payment shall be equal to the Breach Severance Payment or the Final Buy-Out Contribution (as defined above), whichever is greater.

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking), or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C) Agreement. Mutual written agreement of the parties.

(ii) Termination by HBC. HBC may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, if (x) Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained HBC's prior written consent thereto (which consent may be withheld in HBC's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO or (y) there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets, without the prior written consent of HBC, which HBC shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any Contract Year, provided HBC has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(iii) Termination by Distributor. Distributor may terminate this Agreement at any time if HBC fails to deliver to Distributor at least *** percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to HBC written notice of such failure and HBC has failed to remedy such deficiency within thirty (30) days of HBC's receipt of such notice.

b. Complete or Partial Termination By HBC Without Cause and Severance Payment.

(i) HBC or any successor to HBC, shall have the right at any time, upon sixty (60) days written notice (or such longer period as HBC may determine, in its sole discretion) to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination") and/or (C) Distributor's right to sell Products in a portion of the Territory (a "Partial Territory Termination"). Without in any way detracting from the foregoing, to the extent that any Partial Territory Termination by HBC relates to any portion/s of the Territory that represents more than *** percent *** of the Sale Volume of the entire Territory for the period ended as of the last day of the month preceding such Partial Territory Termination, then HBC shall be obligated to make available to Distributor replacement territory/ies reasonably satisfactory to Distributor as set forth in Section 2(f) having Sale Volume for the period ended the same date comparable to the Sale Volume of the portion of the Territory/ies terminated, but only to the extent exceeding *** percent *** of the Sale Volume of the entire Territory for the period ended the same date.

(ii) In the event of a Complete Termination or Partial Product Termination, HBC or its successor, as the case may be, shall pay to Distributor a severance payment calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination, or Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by HBC to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) HBC's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to HBC. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee.

(iii) In the event of a Partial Territory Termination, HBC or its successor, as the case may be, shall pay to Distributor a severance payment with respect to the Products which are the subject of the termination, calculated on the same basis as the Product Severance Payment, but only with respect to that portion of the Territory which is the subject of the Partial Territory Termination, less the amount, if any, Distributor may receive from the assignee of its rights under this Agreement, and shall be paid within the period provided in Section 12.b.(ii) above (the "Territory Severance Payment"). No Territory Severance Payment shall be payable by HBC to Distributor if, and to the extent, HBC delivers to Distributor replacement territory/ies in accordance with Sections 2.f. and 12.b.(i) above.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(iv) Proviso. If this Agreement is terminated prior to the third anniversary of the Commencement Date and if a Product Severance Payment or Territory Severance Payment is payable under Section 12.b.(ii) or 12.b.(iii) above, respectively, then the Product Severance Payment or Territory Severance Payment, as applicable, shall, subject to the last sentence of this Proviso, be no less than (A) *** percent *** of the "Final Buy-Out Contribution" (as defined above) if such termination occurs within six (6) months of the Commencement Date, (B) *** percent *** of the Final Buy-Out Contribution if such termination occurs after six (6) months of the Commencement Date but prior to the first anniversary of the Commencement Date, (C) *** percent *** of the Final Buy-Out Contribution if such termination occurs after the first anniversary of the Commencement Date, but prior to the second anniversary of the Commencement Date, and (D) the Final Buy-Out Contribution if such termination occurs after the second anniversary of the Commencement Date, but prior to the third anniversary of the Commencement Date. If such termination occurs after the third anniversary of the Commencement Date, the provisions of this Proviso shall fall away and be of no further force and effect and any Product Severance Payment or Territory Severance Payment that may be payable by HBC or its successor to Distributor shall not be increased or adjusted in any way pursuant to the provisions of this Proviso.

For purposes of computing the Territory Severance Payment under this Section 12.b.(iv), the Final Buy-Out Contribution shall be multiplied by a fraction, the numerator of which shall be the Sale Volume in the terminated Territory for the period ended on the last day of the month immediately preceding the month in which the Partial Territory Termination occurs and the denominator of which shall be the Sale Volume in the entire Territory for the same period. For purposes of computing the Product Severance Payment under this Proviso, in the event of a Partial Product Termination, the Final Buy-Out Contribution shall be multiplied by a fraction, the numerator of which shall be the number of cases of Products terminated by such Partial Product Termination sold by Distributor during the twelve (12) month period ending on the last day of the month immediately preceding the month in which the Partial Product Termination occurs and the denominator of which shall be the total number of cases of Products sold by Distributor for the same period.

c. Distributor Termination Without Cause and Severance Payment.

(i) Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon two (2) years written notice to HBC if such notice is given prior to the *** of the Commencement Date, or upon one (1) year's written notice if such notice is given after the *** of the Commencement Date.

(ii) If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to HBC a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined

above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee. If such notice is given by Distributor and thereafter, prior to the *** of the Commencement Date, this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of HBC's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement (collectively, a "Termination Breach"), within the two (2) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***. If after the *** of the Commencement Date but prior to the *** of the Commencement Date termination of this Agreement occurs due to a Termination Breach within the two (2) year notice period then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***. If, after the *** of the Commencement Date

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termination of this Agreement occurs due to a Termination Breach within the one (1) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***.

(iii) At any time, and from time to time after Distributor gives HBC written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, HBC may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products prior to the expiration of any notice period, in which event HBC shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i) The Breach Severance Payment, Product Severance Payment and/or the Territory Severance Payment payable by HBC to Distributor pursuant to the provisions of Section 12.a.(i)A., Section 12.b.(ii) and/or Section 12.b.(iii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against HBC as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall HBC be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii) The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to HBC pursuant to the provisions of Section 12.a.(i)(A). and Section 12.c.(ii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute HBC's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that HBC may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to HBC by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of HBC or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

(i) HBC shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

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(ii) All amounts payable by Distributor to HBC or by HBC to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii) Except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv) HBC and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause HBC to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v) Any Breach Severance Payment, Product Severance Payment, Territory Severance Payment and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e.(v), a "Severance Payment") payable in accordance with this Agreement by either HBC or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. HBC and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either HBC or Distributor will incur as a result of such applicable termination. Therefore, HBC and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event of termination of this Agreement pursuant to this Section 12 is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event HBC continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that any such action shall not constitute a waiver of HBC's rights under this Agreement or a reinstatement, renewal or continuation of the term of this Agreement. HBC and Distributor agree that if HBC continues to supply Products to Distributor following the termination of this Agreement, (i) Distributor shall be prohibited from selling or otherwise transferring Products except to Distributor's Accounts within the Territory, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in HBC's invoice, and (iii) HBC shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i) During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced

in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and (D) generally cooperate with HBC in relation to the transition to any new distributor appointed by HBC for the Territory.

(ii) For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, HBC shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by HBC in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that HBC makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, HBC and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling (measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year.

c. Not less than sixty (60) days before the end of the then-current Contract Year, HBC and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in Section 13.d below. The parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Commencement Date of this Agreement.

d. HBC and Distributor shall also agree to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2008 calendar year will be to integrate Products

into the Distributor distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement. In years subsequent to 2008 Performance Targets shall consist of executional measures such as distribution levels, quality of distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2009 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i) The Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand shall be not less than the national average distribution levels of the leading energy brand within the Territory measured at the commencement of each applicable year, which shall be primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports"). If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year;

(ii) The Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii) A commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) HBC's failure to deliver Products in accordance with this Agreement or (B) HBC's failure to obtain the listing of a Product SKU in a retail chain for which HBC and Distributor have agreed in writing that HBC is to be solely responsible, or (C) HBC's failure to contribute its agreed share of the parties funding obligation as set forth in Exhibit G.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that HBC will not unreasonably withhold its approval to the deletion of any applicable SKU/s. HBC may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is/are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions, as the case may be. Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's be deleted from distribution in any rolling *** period.

g. Promotional activities shall be regulated as follows:

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(i) The estimated costs of promotional activities shall be allocated equally between HBC and Distributor thirty (30) days prior to the commencement of a calendar year on a cost per-case basis of Products.

(ii) The promotional activities costs are to be shared between Distributor and HBC as set forth in Exhibit G. The parties agree that the costs for the Promotional Activities shall be reconciled each quarter and that the estimate for the costs of Promotional Activities in the subsequent quarter may be adjusted provided there is mutual agreement.

(iii) HBC and Distributor shall periodically meet and may mutually agree to further programs and campaigns not included in the Promotional Activities.

(iv) Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment and vending machines. Distributor shall be responsible for creating marketing materials for submission to HBC for its final written approval. Distributor shall not use marketing materials unless approved by HBC in writing; provided that if HBC does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, HBC shall be deemed to have approved such suggested marketing materials.

14. National Accounts. The provisions of this Section shall apply only to accounts that have been assigned exclusively to Distributor in terms of Exhibit C hereto. Distributor agrees that should HBC wish to supply Products to any National Account (as defined below), HBC shall be entitled to make arrangements directly with such National Account and establish the terms of sale of Products to such National Account and the prices therefor, which shall take into account the prices then being offered by Distributor and/or other distributors within whose territory the National Account has outlets, to such National Account or similar categories of customer. "National Account" shall mean a customer that sells at retail in more than fifty (50) stores and in multiple states. Should such National Account have one or more outlets within the Territory ("Outlets"), and agree to Outlets being serviced by Distributor, Distributor agrees to service the Outlets in accordance with such arrangements and on the same terms and at the same prices as HBC shall have agreed with the National Account concerned. Notwithstanding the foregoing, Distributor shall be entitled to elect not to service the Outlets by giving prompt written notice of such election to HBC. Should the National Account not agree to the Outlets being serviced by Distributor or should Distributor elect not to service the Outlets, HBC shall be entitled to service the Outlets directly. Both Distributor and HBC agree to use reasonable commercial good faith efforts to obtain the agreement

of National Accounts to use DSD distribution with respect to the National Accounts. To the extent HBC services the Outlets directly and to the extent that HBC makes a commitment for funds or support in excess of what was agreed to by Distributor, any such excess shall be borne by HBC. In the event HBC services the Outlets directly, HBC shall pay to Distributor, during the remaining term of this Agreement, an amount equal to *** percent *** of the Distributor's average gross profit per case per Product line, calculated in accordance with the provisions of Section 12.a.(i)(A) above, for each case of Products sold by HBC to the Outlets within a reasonable time after receipt by HBC of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by HBC to the Outlets during any period shall be determined by multiplying the total number of cases of Products sold by HBC directly to such National Account or regional division of such National Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of Outlets within the Territory and the denominator of which shall be the total number of Outlets that the National Account has within the United States or within the regional division of such customer, as the case may be. Distributor shall not be liable to pay the Facilitation Fee on HBC's direct sales to National Accounts.

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15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to HBC that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. HBC's Representations and Warranties.

a. HBC represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require HBC to breach any obligation to, or agreement or confidence with, any other person or entity.

b. HBC warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by HBC to, or on the order of, Distributor are hereby guaranteed as of the date of such shipment to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act") or within the meaning of any substantially identical and applicable state food and drug law, if any, and are not articles which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

c. HBC warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for HBC's breach of HBC's representations in Sections 17.b. and 17.c above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. HBC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless HBC and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that HBC gives Distributor written notice of any indemnifiable claim and HBC does not settle any claim without Distributor's prior written consent.

b. HBC shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and

suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of HBC's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by HBC, (iii) any prior distributor of Products in the Territory, (iv) any HBC marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used, (B) do not comply with applicable health, safety, and environmental standards imposed in the Territory, or (C) do not comply with the Safety Orders of the State of California Division of Industrial Safety and Proposition 65; provided that Distributor gives HBC written notice of any indemnifiable claim and Distributor does not settle any claim without HBC's prior written consent.

c. If any action or proceeding is brought against Distributor, HBC or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, HBC and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

- Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

- Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

- Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums.

21. Competing Products. Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of both parties.

23. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship between HBC and Distributor is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws).

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event") including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. This Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if HBC determines that an event, incident or circumstance has occurred which may require a recall or market withdrawal, HBC shall advise Distributor of the circumstances by telephone or facsimile. HBC shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. HBC shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to HBC for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of HBC or the Products, and shall notify HBC of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Severability. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Provisions Required of a Federal Contractor. If reasonably required by Distributor, HBC shall use its commercially reasonable best efforts to deliver to Distributor such warranties and/or representations in the form that HBC has customarily provided to governmental authorities and/or agencies to facilitate sales by Distributor to Distributor's Accounts requiring such warranties and/or representations. Such representations shall be in favor of such governmental authorities and/or agencies and may include one or more or all of the following topics:

a. Made in America. The Products were mined or produced in the 50 United States, the District of Columbia, or such other U.S. possession as is permitted by The Buy American Act, or that the Aluminum Bottles qualify as a domestic end product under said Act.

b. Nondiscrimination in Employment. Unless this contract is exempted, there is be incorporated in an applicable warranty and/or representation reference to the provisions of Section 202, the equal opportunity clause of Executive Order 11246, as amended, Section 60.7415, the affirmative action clause of the regulations under the Rehabilitation Act of 1973, and Section 60.250.5, the affirmative action clause of the regulations under 38 U.S.C. § 4212, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and similar state and local law requirements.

c. Executive Order 13201 Compliance (Beck Rights). If applicable, HBC agrees to comply with the provisions of 29 C.F.R. Part 470.

d. 31 U.S.C.S. Section 1352 Compliance. If applicable, HBC shall comply with 31 U.S.C.S. § 1352.

If HBC fails to provide or comply with any such warranty and/or representation in a timely fashion or at all, then such failure shall not entitle Distributor to make any claim for breach or termination of this Agreement or allow Distributor to enforce any remedy under this Agreement as a result of non-compliance with or a violation of any such warranties or representations.

34. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Attention:
Telecopy:

with a copy to:

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

35. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

36. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

37. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

38. Confidentiality. During the Term, each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligation shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(Signature page/s follows.)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

HANSEN BEVERAGE COMPANY

By:	_____	By:	_____
Name:	_____	Name:	_____
Its:	_____	Its:	_____

EXHIBIT A
[FORM OF] Monster Energy Distribution Agreement

INITIAL PRODUCT LIST

Category (All SKU's)	
MONSTER	X
MONSTER ASSAULT	X
MONSTER BFC	X
MONSTER KHAOS	X
MONSTER LO CARB	X
MONSTER M80	X
MONSTER MIXXD	X
ALL JAVA MONSTER SKU's (including Originale, Mean Bean, Loca Moca, Nut-UP, Russian, Irish Blend, Lo-Ball, and Chai Hai)	X
MONSTER HITMAN ENERGY SHOOTER	X
MONSTER HEAVY METAL	X
LOST ENERGY 16 02. SKU's (Regular, Five-O and Cadillac)	X
RUMBA/SAMBA/TANGO ENERGY	X

EXHIBIT B
[FORM OF] Monster Energy Distribution Agreement

THE TERRITORY

To be provided by HBC

In the event of a dispute with respect to territorial boundaries between two adjacent distributors, Hansen Beverage Company shall have the right to decide such dispute in its sole discretion, and any such decision shall be final and binding upon the parties.

EXHIBIT C
[FORM OF] Monster Energy Distribution Agreement

THE ACCOUNTS

Account Type	The Distributor's Accounts Exclusive***, ****	The Distributor's Accounts Non-Exclusive***, ****	Accounts Reserved for HBC***, ****
Convenience Stores			
Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6			

Stores / vending for the Continental United States (“CONUS”)			
Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States (“OCONUS”)			
Military – Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

Account Type	The Distributor’s Accounts Exclusive***, ****	The Distributor’s Accounts Non-Exclusive***, ****	Accounts Reserved for HBC***, ****
Alcoholic Lic. On-Premise*			
Trader Joe’s			
General Sports Retailers (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)			
Club Stores			
Vending			
All other accounts not falling within the descriptions listed above			

***** Alcoholic Licensed On-Premise Accounts means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

HBC Initials: _____
Distributor Initials: _____

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
[FORM OF] Monster Energy Distribution Agreement

THE TRADEMARKS

HANSEN’S

HANSEN’S NATURAL

MONSTER ENERGY

MONSTER

 MONSTER

 MONSTER ENERGY

MONSTER ASSAULT

MONSTER BFC

MONSTER KHAOS

MONSTER LO CARB

UNLEASH THE BEAST

MONSTER M80

MONSTER MIXXD

JAVA MONSTER (including Originale, Mean Bean, Loca Moca, Nut-UP, Russian, Irish Blend, Lo-Ball, and Chai Hai)

MONSTER HITMAN ENERGY SHOOTER

MONSTER HEAVY METAL

LOST ENERGY (including Regular, 5-0, and Cadillac)

RUMBA ENERGY JUICE

SAMBA ENERGY JUICE

TANGO ENERGY JUICE

EXHIBIT E
[FORM OF] Monster Energy Distribution Agreement

(Section 2.d)

ESTIMATED BUY-OUT CONTRIBUTION

The pre-agreed rate shall be***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F
[FORM OF] Monster Energy Distribution Agreement

(Section 6.b.)

FACILITATION FEE

The Facilitation Fee payable by Distributor to HBC and then by HBC to KO shall be equal to *** per case of 24 units and *** per case of 12 units of Products sold by HBC to the Distributor, but excluding any free or bonus unit or units used for sampling. Any other case configuration to be mutually agreed between Distributor and KO.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT G
[FORM OF] Monster Energy Distribution Agreement

PROMOTIONAL ACTIVITIES COSTS

Discount and allowances, price promotions and other customer discount activities ("D&A"):

Distributor shall contribute *** for D&A up to a total of *** per 24-unit 16 oz. case, (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price by Distributor to Distributor's Accounts. Thus, Distributor's contribution shall be no more than *** per 24-unit 16 oz. case of Products (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price on the above programs. If additional D&A is necessary to achieve a promotional price to be offered to a customer as agreed by HBC and Distributor, then HBC shall contribute any amount required above ***. The frequency of customer promotional discount programs requiring D&A shall be agreed in the Annual Business Plan. D&A may be paid by either HBC or Distributor to the customer and reconciled periodically.

Trade Marketing Programs including shelf buys, CMA's, free cases, coupons, corporate/retailer rebates, sales force incentives, POS, samples, meeting competition price offers ("TMP").

Distributor shall contribute an amount equal to *** on all TMP programs. All TMP programs shall be agreed upon and form part of the Annual Business Plans and shall include such additional TMP programs as may be mutually agreed upon from time to time by the parties. In exceptional cases, such as Trophy or Prestige accounts, either party may voluntarily agree to contribute more than its *** share to cover any specific TMP programs. TMP may be paid by either HBC or Distributor to the customer and reconciled periodically.

Equipment.

HBC shall permit Distributor to manage all equipment that HBC owns in the Territory as of the Effective Date. Distributor shall not be required to repair or service such HBC equipment owned by HBC as of the Effective Date. Distributor shall use commercially reasonable efforts to place Products in all Distributor's equipment where appropriate and desired by the Distributor's Account. Distributor shall reimburse HBC for *** of the cost of equipment that Distributor and HBC agree that HBC purchase for the Territory in the future and which shall be managed by Distributor.

Miscellaneous.

If HBC calls on or assists Distributor in calling on Distributor's Accounts, to the extent that HBC makes a commitment for funds or support in excess of what is provided above or was agreed to by Distributor and HBC, any such excess shall be borne by ***.

The parties' respective rights and obligations under this Exhibit G shall be revised and amended from time to time to reflect then-prevailing conditions by written agreement of the parties to be arrived at after good faith discussions and negotiation. If the parties are unable to agree upon an amendment requested by either party, such disagreement shall be referred to arbitration in accordance with Section 26 of the Agreement.

All amounts provided above shall be adjusted from time to time to account for changes in selling prices or other adjustments that may occur from time to time to conform to prevailing beverage industry practices relating to the Energy Drink category. The amounts of such adjustments shall be mutually agreed in writing by the parties from time to time.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT A1
Monster Energy Distribution Coordination Agreement

CCE DISTRIBUTION AGREEMENT

See Monster Energy Distribution Agreement, filed as Exhibit 10.3 to the Hansen Natural Corporation Form 10-Q filed on November 10, 2008.

EXHIBIT A2
Monster Energy Distribution Coordination Agreement

CCE (CANADA) FORM DISTRIBUTION AGREEMENT

See Monster Energy Canadian Distribution Agreement, filed as Exhibit 10.4 to the Hansen Natural Corporation Form 10-Q filed on November 10, 2008.

EXHIBIT A3

KO DISTRIBUTOR DISTRIBUTION AGREEMENT

See Monster Energy International Distribution Coordination Agreement, filed as Exhibit 10.2 to the Hansen Natural Corporation Form 10-Q filed on November 10, 2008.

EXHIBIT B

TERRITORY

The United States and Canada

***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT C
Monster Energy Distribution Coordination Agreement

INITIAL PRODUCT LIST

Category
MONSTER
MONSTER ASSAULT
MONSTER BFC
MONSTER KHAOS
MONSTER LO CARB
MONSTER M80
MONSTER MIXXD
JAVA MONSTER - Originale, Mean Bean, Loca Moca, Nut-UP, Russian, Irish Blend, Lo-Ball, and Chai Hai
MONSTER HITMAN ENERGY SHOOTER
MONSTER HEAVY METAL
LOST ENERGY - Regular, 5-0, and Cadillac
RUMBA/SAMBA/TANGO ENERGY JUICE

EXHIBIT D
Monster Energy Distribution Coordination Agreement

ESTIMATED BUY-OUT CONTRIBUTION
ADDITIONAL PROVISIONS

The Parties hereby agree that the provisions set forth below shall be deemed to be a part of the Monster Energy Distribution Coordination Agreement (the "Coordination Agreement"). All references to Section numbers below are references to Sections in the Coordination Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Coordination Agreement.

Section 2.1 – The pre-agreed average rate shall be ***.

Section 6.1 – If Hansen's then-current Gross Profit Margin on any particular Product or package is: ***.

Section 6.2 – The Facilitation Fee payable by Distributors in the United States to Hansen and then by Hansen KO shall be equal to *** Products sold by HBC to the Distributor, but excluding any free or bonus unit or units used for sampling. Any other case configuration to be mutually agreed between the CCE and KO.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT E
Monster Energy Distribution Coordination Agreement

ESTIMATED VOLUME COMMITTED UNDER SECTION 2.8

The "Estimated Volume committed under Section 2.8" shall mean *** physical cases.

******* Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F
Monster Energy Distribution Coordination Agreement

8.3 ***. The Parties acknowledge that it is their mutual present intention that Hansen will not grant any distribution rights regarding the Products to *** without informing KO. Notwithstanding anything to the contrary set forth in this Section 8.3, this provision shall not be enforceable by or against either of the Parties, and neither Party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as a result of non-compliance with, or a violation of, the preceding sentence. This provision shall not be construed as granting to or conferring upon KO or any of its Affiliates (as defined below), any express or implied right of first refusal, option or other rights with respect to any territory, other than as expressly set forth in this Agreement.

******* Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT G
Monster Energy Distribution Coordination Agreement

9. Competitive Product/s.

9.1. The following definitions apply solely to this Section 9 and Section 14 below.

9.1.1. "Competitive Product/s" means any Energy Drink/s, except Energy Drinks (i) ***.

9.1.2. "Competitive Territory" shall mean the territory collectively covered by all Distribution Agreement/s with KO/Hansen Distributors in the United States and Canada that are in effect on the date any particular event that is alleged to violate this Section 9 or Section 14 occurs.

9.1.3. "Existing Affiliate" means any Person (as defined in Section 13.1.6 below) that is an Affiliate of KO on the Effective Date.

9.2. KO shall not market, sell and/or distribute any Competitive Product/s in the Competitive Territory/s.

9.3. ***.

9.4. ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT H
Monster Energy Distribution Coordination Agreement

KO agrees to indemnify and defend Hansen against any third party claims and hold Hansen harmless from and against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, costs and expenses arising out of, resulting from, or otherwise connected with and to the extent attributable to, *** unless solely attributable to Hansen's alleged wrongful conduct which is unrelated to this Agreement or any other agreement between the Parties dated concurrently herewith.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Exhibit 10.2
Execution copy

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

MONSTER ENERGY
INTERNATIONAL DISTRIBUTION COORDINATION AGREEMENT

This MONSTER ENERGY INTERNATIONAL DISTRIBUTION COORDINATION AGREEMENT (this "Agreement") is entered into as of October 3, 2008 (the "Effective Date"), between TAURANGA LTD., a company organized and existing under the laws of the Republic of Ireland, trading as MONSTER ENERGY ("MEL"), and THE COCA-COLA COMPANY, a Delaware corporation ("KO"). Capitalized terms not otherwise defined in this Agreement shall have the meaning defined in Section 2 below.

1. Recitals. This Agreement is made with reference to the following recital of essential facts:

1.1. MEL and KO (each, a "Party" and collectively, the "Parties") are both engaged in the manufacture and sale of beverages.

1.2. KO has relationships with an extensive worldwide network of owned, partially owned or independent distributors and/or bottlers that engage in the manufacture, distribution and sale of KO-branded beverages. Each such distributor or bottler is a party to an agreement with KO (as it may be amended, restated, and/or replaced from time to time, in each case a "KO Bottler Agreement") and is referred to in this Agreement as a "KO Distributor" and some or all of such distributors are collectively referred to as the "KO Distributors." Certain KO Distributors have entered into various exclusive agreements with KO pursuant to which they need consent from KO to distribute competitive products offered by third parties. Through this Agreement and the provisions contained herein, KO desires to provide such consent enabling the identified KO Distributors to sell identified Hansen beverages.

1.3. MEL is a wholly owned subsidiary of Hansen Beverage Company, a Delaware corporation ("Hansen"). Hansen owns the exclusive right, title and interest in and to the Hansen Marks (as defined below). MEL has been authorized by Hansen to use the Hansen Marks (as defined below) and manufacture, promote, market, distribute and sell, including without limitation through distributors appointed by MEL, the Products (as defined below) throughout the Territory (as defined below).

1.4. Subject to the terms of this Agreement, MEL desires to enter into Distribution Agreements (as defined below) for the specific territories with certain KO Distributors for the distribution and sale of the Products (as defined below) in the Territory (as defined below) and KO is willing to assist with those efforts.

2. Definitions. For the purposes of this Agreement, the following additional definitions shall apply:

"Accepted Distributor/s" shall have the meaning provided in Section 4.4 of this Agreement.

"Energy Drinks" means any ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

"Distribution Agreement" means one of the distribution agreements substantially in the form attached as Exhibits A, A1 and A2 to be entered into between MEL and/or Hansen, on the one hand, and a KO Distributor for a specific territory in the Territory, on the other hand.

"Hansen Marks" means the trademarks, trade names, brand names, and logos (whether or not registered), copyright material and other intellectual property owned by Hansen and used by it on the Products and/or in connection with the production, labeling, packaging, marketing, sale, advertising, and promotion of the Products.

"KO/MEL Distributor/s" means each Accepted Distributor with whom MEL or Hansen enters into a Distribution Agreement, but only during the period in which a KO Bottler Agreement is in effect between KO and such KO/MEL Distributor.

"Products" collectively mean (a) each of the products on Exhibit C, (b) all other shelf-stable, non-alcoholic, Energy Drinks in ready to drink form that are packaged and/or marketed by Hansen at any time after the Effective Date under the primary brand name "Monster," or other primary brand name including "Monster" as a derivative or part of such brand name – and which may be, but are not required, to contain the "  " mark and/or the "M" icon that Hansen distributors from time to time through its national network of full service distributors such as, without limitation, the KO Distributors, Anheuser-Busch, Inc. distributors, and Coke/Pepsi/Dr. Pepper 7UP Bottlers, and (c) such additional Energy Drinks, whether marketed under the Hansen Marks or otherwise, as Hansen and KO shall agree to from time to time by executing an amended Exhibit C. "Products" shall also include all sizes of SKU's including, without limitation, 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKU's.

"Proposed Distributor/s" means the KO Distributor identified by KO to enter into a Distribution Agreement pursuant to Section 4.2 of this Agreement.

"Territory" means the countries, regions or geographical areas described on attached Exhibit B, as may be amended from time to time.

3. Agreement. KO shall use its commercially reasonable efforts to (a) facilitate and assist MEL in its evaluation of Proposed Distributors as contemplated under Section 4.3 below, (b) recommend to, encourage, facilitate, approve, and assist all Accepted Distributors in the Territory to enter into Distribution Agreements with MEL for the Products for such parts of the Territory as may be designated by MEL and agreed to between MEL and such KO Distributors in accordance with the procedures set forth in Section 4 below, and (c) generally facilitate, consent to and assist the on-going relationship between MEL and the KO Distributors contemplated by this Agreement. Such efforts shall not obligate KO to expend funds or extend other economic incentives to convince KO Distributors to enter into Distribution Agreements with MEL; it being understood by MEL that KO does not control KO Distributors, who will independently negotiate distribution agreements directly with MEL.

4. Procedures for Appointment of Distributors.

4.1. CCE Distribution Agreements. Concurrently with the execution of this Agreement, Hansen and Coca-Cola Enterprises, Inc., a Delaware corporation ("CCE") shall execute Distribution Agreements in substantially the form of Exhibits A and A1 (collectively the "CCE-UK Distribution Agreements").

4.2. Subsequent Designation and Identification. The provisions of Sections 4.2 through 4.5 shall apply to all Distributors other than CCE.

4.2.1. At any time that MEL desires to have KO Distributors distribute Products in any additional territory/ies in the Territory, MEL will deliver written notice (the "Designation Notice") to KO

designating the specific territory/ies in which MEL desires KO Distributors to distribute the Products. Within thirty (30) days of its receipt of the Designation Notice, KO will deliver written notice (the "Identification Notice") to MEL either (i) identifying the specific KO Distributors (the "Proposed Distributors") to be appointed to distribute the Products in the respective territory/ies identified in the Designation Notice and any additional relevant information concerning such KO Distributors or the territory covered by them (provided that KO shall not be required to deliver information that KO is contractually obligated to keep confidential pursuant to any written agreement with a Proposed Distributor); or (ii) informing MEL that it is not interested in appointing a KO Distributor in the relevant territory/ies. *** Nothing contained in this Section 4.2.1 shall be construed as granting to KO any express or implied option, right of first refusal, or similar right with regard to future distributors or other agreements.

4.2.2. The provisions of this Section 4.2.2 are set forth on attached Exhibit D and are incorporated in this Section 4.2.2 by this reference.

4.3. Due Diligence Period. During the twenty-eight (28) day period immediately following MEL's receipt of the Identification Notice (the "Diligence Period"), MEL will be entitled to conduct due diligence on the Proposed Distributors. KO will provide MEL with such reasonable information as may be in KO's possession regarding such Proposed Distributors that MEL reasonably requests in connection with the investigation; provided, however, that KO shall not be required to deliver information that KO is contractually obligated to keep confidential pursuant to any written agreement with a Proposed Distributor or that KO in good faith believes must remain confidential due to legal reasons or due to its status as a shareholder in such Proposed Distributor. MEL will also be free to contact such Proposed Distributors directly to request any additional information MEL reasonably believes is needed to conduct the investigation. At anytime during the Diligence Period MEL may, in its sole and absolute discretion, accept or reject any Proposed Distributor; provided, however, if MEL fails to reject any Proposed Distributor during the Diligence Period, MEL will be deemed to have accepted such Proposed Distributor.

4.4. Acceptance. If MEL accepts, or is deemed to accept, the applicable Proposed Distributor described in the Identification Notice, MEL will, within fourteen (14) days of the expiration of the Diligence Period, deliver to the Proposed Distributor a Distribution Agreement for each Proposed Distributor accepted by MEL (each, an "Accepted Distributor"), subject to modification as agreed upon by MEL and the Proposed Distributor. The Proposed Distributor will promptly return to MEL copies of the Distribution Agreements executed by the Accepted Distributors who have agreed to enter into a Distribution Agreement with MEL. Within seven (7) days of receipt of any Distribution Agreement executed by an Accepted Distributor, MEL will deliver the Distribution Agreement executed by MEL to such Accepted Distributor with a copy to KO.

4.5. Rejection by Distributor. If any Accepted Distributor fails to return a valid Distribution Agreement duly executed by such distributor within twenty (20) days of delivery of the Distribution Agreement to such Accepted Distributor or such Accepted Distributor otherwise declines to enter into a Distribution Agreement with MEL, MEL may, in its sole and absolute discretion (a) eliminate the applicable

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territory from Exhibit D to the extent included therein, and (b) enter into an agreement with another person or entity to distribute the Products in the territory originally designated for such Accepted Distributor.

4.6. Performance.

4.6.1. During the Term, MEL shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by MEL in its sole and absolute discretion from time to time ("Global Branding and Marketing"). KO acknowledges and agrees that MEL makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. KO shall not have any claim against MEL and hereby releases MEL from all and any claims by, and liability to, KO of any nature arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided, or performed by MEL or MEL's failure to procure, provide, or perform or such activities.

4.6.2. During the Term, KO shall:

a. Work with and assist MEL where possible in obtaining (at MEL's expense) all import licenses and governmental approvals which may be necessary to permit the sale of Products in the Territory and which have not been obtained by MEL prior to the Effective Date, and provide reasonable assistance to MEL for the renewal of any licenses or approvals which have been obtained as of the Effective Date;

b. To the extent available to KO, provide MEL for each KO/MEL Distributor and each region or country with period sales reports (brand, flavor, package) promptly after the end of each period; and

c. KO's obligations under this Section 4.6.2 shall not require KO to incur any out-of-pocket expenses or other costs other than the time reasonably spent by KO personnel to comply with the terms of this Section 4.6.2.

5. Net Proceeds.

5.1. The following definitions shall apply to this Section 5 and wherever else they may appear in this Agreement, and each calculation and or determination required by the following definitions shall be made and/or determined, as the case may be, separately and specifically with reference to each specific country in the Territory referenced in each Distribution Agreement and for the applicable period:

"Gross Sales" means the gross amounts invoiced by each KO/MEL Distributor to its customers for all Products during any applicable period.

"Customer Marketing Allowances (CMAs) and Trade Spending" means all costs, expenses, and allowances associated with incentivizing, encouraging or persuading Distributors and/or their customers and/or consumers to sell and/or purchase, Products, as the case may be, including, without limitation, by way of on and off invoice discounts, allowances, promotional programs and tie-ins, rebates, slotting and listing fees, coolers, and other similar marketing and promotional techniques and programs as may be approved by MEL in writing from time to time.

"Distributor Dead Net Net Sales Income (DN NSI)" means the gross amounts invoiced by each KO/MEL Distributor to its customers for all Products sold by such KO/MEL Distributor to such customers less deductions for CMAs and Trade Spending.

"Cost of Sales" for the Products means MEL's cost of sales with respect to all of the Products over an applicable period calculated on the same basis and in the same manner that cost of sales is calculated by MEL for the purposes of MEL's periodic financial statements, from time to time, prepared in accordance with generally accepted accounting principals consistently applied and excludes the cost of the Strategic Ingredients sold by KO to MEL as defined in Exhibit X to this Agreement.

"KO/MEL Distributor's Gross Fee" means the Gross Sales less the purchase price paid by each KO/MEL Distributor to MEL for all Products purchased from MEL over an applicable period.

"MEL's Global Branding and Marketing Allowance" includes all branding and marketing activities that are not defined in "CMAs and Trade Spending" and "Point of Sale and Promotional Costs." The amount of MEL's Global Branding and Marketing Allowance is described on attached Exhibit Z1.

"Point of Sale and Promotional Costs" means all costs and expenses related to the development, procurement and placement of promotional items and activities that have a direct and visible impact at the point of sale, including without limitation point of sale material, merchandising aids, style guides, racks, stickers, shelf programs, agency fees, storage, shipping and handling costs, old material write-offs for obsolete promotion materials and their destruction costs, supply of Products, and free cases and sampling in KO/MEL Distributor's customers' stores and outlets.

"Net Proceeds" for the Products means the Gross Sales of all of the Products minus (a) all CMAs and Trade Spending of such Products, (b) aggregate Cost of Sales of such Products sold, (c) the amount of MEL's Global Branding and Marketing Allowance, (d) Point of Sale and Promotional Costs, and (e) KO/MEL Distributor's Gross Fee all over an applicable period.

An example of the definitions described above is shown on attached Exhibit Z2.

5.2. The Parties will achieve a sharing of the Net Proceeds as determined on attached Exhibit X.

6. Confidentiality.

6.1. "Confidentiality" Definition. As used herein, "Confidential Information" means any information, observation, data, written material, records, documents, computer programs, software, firmware, inventions, discoveries, improvements, developments, designs, promotional ideas, customer lists, suppliers' lists, financial statements, practices, processes, formulae, methods, techniques, trade secrets, products and/or research, in each such case, of or related to a Party's products, organization, business and/or finances; provided, however, Confidential Information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing Party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other Party or any of its Affiliates (defined in Section 12.1.1 below)), (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing Party prior to disclosure by the disclosing Party, (c) is legally and properly provided to the non-disclosing Party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing Party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing Party, (d) is disclosed without any restrictions of any kind by the disclosing Party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing Party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent

contractor of or retained by the non-disclosing Party, and such employee or independent contractor has no knowledge of any of the Confidential Information.

6.2. Non-Disclosure Obligations. It is contemplated that in the course of the performance of this Agreement each Party may, from time to time, disclose its Confidential Information to the other, as well as KO/MEL Distributors. Each Party agrees that any such Confidential Information (a) will be used solely as provided by the terms and conditions of this Agreement, (b) is intended solely for the information and assistance of the other Party and/or the KO/MEL Distributors in the performance of such Party's obligations or exercise of such Party's rights under this Agreement and is not to be otherwise disclosed, and (c) may be disclosed by either Party to its professional advisers for the purposes of taking professional advice, subject to appropriate obligations of professional confidentiality. Each Party will use its best efforts to protect the confidentiality of the other Party's Confidential Information, which efforts shall be at least as extensive as the measures such Party uses to protect its own most valued Confidential Information.

6.3. Injunctive Relief. Each Party acknowledges that the other Party will suffer irreparable harm if such Party breaches any of the provisions regarding confidentiality set forth in this Section 6 and that monetary damages will be inadequate to compensate the other Party for such breach. Therefore, if a Party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other Party or any of its Affiliates) breaches any of such provisions, then the other Party shall be entitled to injunctive relief without bond (in addition to any other remedies at law or equity) to enforce such provisions.

7. MEL's Rights and Obligations/Amendment/First Offer.

7.1. MEL's Rights Regarding Distribution Agreements. Subject to the terms of Section 4 above, MEL will have sole and absolute discretion to determine whether or not to enter into a Distribution Agreement with any KO Distributor. Except as expressly provided in any Distribution Agreement with a KO/MEL Distributor, nothing in this Agreement should be construed as granting KO Distributors exclusive distribution rights for the Products or otherwise prohibiting MEL from entering or maintaining relationships with other distributors.

7.2. Amendment of Distribution Agreements. KO's consent shall be required to amend, modify or delete any provision of any Distribution Agreement. KO shall not unreasonably withhold or delay its approval of any amendment, modification, or deletion of any Distribution Agreement sought by MEL. KO's approval shall be deemed to have been granted if KO does not respond within seven (7) business days of receipt of MEL's written request.

8. Competitive Product/s. The provisions of this Section 8 are set forth on attached Exhibit E and are incorporated in this Section 8 by this reference.

9. Termination of Distribution Agreement/s. In the event of any material breach or default by a KO/MEL Distributor under its Distribution Agreement with MEL or any other occurrence that would give rise to MEL's right to terminate such Distribution Agreement, MEL will give KO written notice of such breach, default or occurrence at the same time as MEL delivers notice of such breach, default or occurrence to such KO/MEL Distributor, and KO shall have the same opportunity to cure such breach, default, or occurrence as is provided to the KO/MEL Distributor under the Distribution Agreement, if any. If the KO/MEL Distributor and KO fail to cure the breach, default, or occurrence within the applicable cure period, if any, MEL may terminate such Distribution Agreement pursuant to its terms and seek any remedies available under the Distribution Agreement or applicable law, in its sole and absolute discretion. KO will not, and will not directly or indirectly participate in or assist any KO/ MEL Distributor to, challenge any right or remedy MEL invokes under any Distribution Agreement, except to the extent that such challenge may relate to a breach by MEL of its obligations under this Agreement or is reasonably necessary for KO to prevent a material impairment of its rights under this Agreement. MEL agrees that (a) KO is not obligated, directly or

indirectly, in any way under any of the Distribution Agreements, (b) KO has not expressly or implicitly agreed to guarantee the performance of any KO/MEL Distributor under its respective Distribution Agreement with MEL, and (c) MEL will not take any action against KO to enforce a KO/MEL Distributor's obligation/s under its Distribution Agreement with MEL.

10. Term. Unless terminated by either Party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Effective Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed for up to three (3) successive five (5)-year terms ("Additional Term/s") if either Party gives written notice to the other at least one hundred twenty (120) days prior to the end of the Initial Term or applicable Additional Term, as the case may be, of its intention to renew the Agreement for an Additional Term. A "Contract Year" means any calendar year during the Term and the period from the Effective Date until the close of business on December 31st of the calendar year in which the Effective Date falls, which shall also be considered a Contract Year for purposes of this Agreement.

11. Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either Party may terminate this Agreement on the occurrence of one or more of the following:

11.1. Material Breach. The other Party's breach of a material provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such material breach in reasonable detail from the non-breaching Party; provided, however, if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching Party shall have an additional sixty (60) day period to cure such breach, providing it immediately commences, in good faith, its best efforts to cure such breach.

11.2. Insolvency. The other Party: (a) makes any general arrangement or assignment for the benefit of creditors; (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing); (c) has appointed a trustee or receiver to take possession of substantially all of such Party's assets or interest in this Agreement (unless possession is restored to such Party within sixty (60) days after such taking); or (d) has substantially all of such Party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

11.3. Agreement. Mutual written agreement of the Parties.

11.4 Termination of Related Agreements.

11.4.1. If the Concurrent Agreement (as defined below) is terminated by KO without cause or terminated by Hansen as a result of a breach by KO, then MEL shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by MEL to KO. Any such termination shall be effective upon KO's receipt of MEL's written notice of termination, and MEL shall not be liable to KO or otherwise obligated to pay to KO any Aggregate Termination Fee or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of KO or in reliance on the existence of this Agreement. MEL's right to terminate this Agreement under this Section 11.4.1 shall be independent of any other rights or remedies of MEL under this Agreement. The "Concurrent Agreement" means the Monster Energy Distribution Coordination Agreement dated concurrently herewith between Hansen and KO.

11.4.2. If the Concurrent Agreement is terminated by Hansen without cause or terminated by KO as a result of Hansen's breach then KO shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by KO to MEL. Any such termination shall be effective upon MEL's receipt of KO's written notice of termination, and KO shall not be liable to MEL or otherwise obligated to pay to MEL any Aggregate Termination Fee or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement. KO's right to terminate this Agreement under this Section 11.4.2 shall be independent of any other rights or remedies of KO under this Agreement.

12. Termination on Change of Control.

12.1. Definitions. The following definitions apply to this Section 12 and wherever else they are used in this Agreement:

12.1.1. "Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by, or under common Control with, such specified Person.

12.1.2. A "Change of Control" shall have occurred with respect to a corporation for purposes of this Agreement upon completion or consummation of any of the following by or with respect to such corporation:

a. the shareholders or Board of Directors of such corporation approve a definitive agreement to:

(i) merge or consolidate with any other Person or in which all the Voting Interests of such corporation outstanding immediately prior thereto represent (either by remaining outstanding or being converted into Voting Interests of the surviving corporation) less than fifty percent (50%) of the Voting Interests of such corporation or the surviving entity immediately after such merger or consolidation; or

(ii) the sale or disposition by such corporation (in one transaction or a series of transactions) of all or substantially all of such corporation's assets;

b. a plan of liquidation or dissolution of such corporation is submitted to and approved by the shareholders of such corporation;

c. the sale or disposition by such corporation (in one transaction or a series of transactions) of, (i) in the case of KO, its beverage business, or (ii) in the case of MEL or its Parent, their energy drink business;

d. any Person or group of Persons, other than (i) the Parent of such corporation as of the date of this Agreement, or (ii) a trustee or other fiduciary holding securities under an employee benefit plan of such corporation, becomes the beneficial owner directly or indirectly (within the meaning of Rule 13d-3 under the Act) of more than fifty percent (50%) of the Voting Interests of such corporation, as a result of a tender offer or exchange offer, open market purchases, privately negotiated purchases or otherwise;

e. in any share exchange, extraordinary dividend, acquisition, disposition or recapitalization (or series of related transactions of such nature) (other than a merger or consolidation), the

holders of Voting Interests of such corporation immediately prior thereto continue to own directly or indirectly (within the meaning of Rule 13d-3 under the Act) less than fifty percent (50%) of the Voting Interests of such corporation (or successor entity) immediately thereafter; or

f. any group of Persons acting in concert in Control of such corporation changes such that a different Person or group of Persons acting in concert Control such corporation.

12.1.3. "Control" (including the correlative terms "Controlled by" and "Controlling") when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of Voting Interests, by contract or otherwise. Without limitation (a) any Person that, directly or indirectly, owns or controls, or has the right to own or control (through the exercise of any outstanding option, warrant or right, through the conversion of a security or otherwise, whether or not then exercisable or convertible) more than fifty percent (50%) of the outstanding Voting Interests of another Person or an aggregate of more than fifty percent (50%) of the outstanding Voting Interests of a Person, its direct or indirect Parents or the direct or indirect Subsidiaries of such Person shall be deemed to control such Person for purposes of this term; and (b) any Person, that through any combination of interests, holdings or arrangements, has, or upon the exercise of any outstanding option, warrant or right, through the conversion of a security or otherwise, whether or not then exercisable or convertible, would have, the ability to elect more than fifty percent (50%) of the members of the governing board of any other Person shall be deemed to control such Person for purposes of this term.

12.1.4. "Governmental Entity" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

12.1.5. "Parent" means (a) with respect to any corporation, limited liability company, association or similar organization or entity, any Person (whether directly, through one or more of its direct or indirect Subsidiaries) owning more than fifty percent (50%) of the issued and outstanding Voting Interests of such corporation, limited liability company, association or similar organization or entity and (b) with respect to any partnership, any Person (whether directly or through one of its direct or indirect Affiliates) owning more than fifty percent (50%) of the issued and outstanding general and/or limited partnership interests.

12.1.6. "Person/s" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, corporation, or other entity or any Governmental Entity.

12.1.7. "Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other organization or entity of which more than fifty percent (50%) of the issued and outstanding Voting Interests or, in the case of a partnership, more than fifty percent (50%) of the general partnership interests, is at the time owned by such Person (whether directly, through one or more of such Person's direct or indirect Subsidiaries).

12.1.8. "Voting Interest" means equity interests in any entity of any class or classes (however designated) having ordinary voting power for the election of members of the governing body of such entity.

12.2. Notice of Change of Control. As soon as is reasonably practical after the occurrence of a Change of Control of a Party to this Agreement or its Parent, but in no event later than sixty (60) days thereafter, the Party subject to the Change of Control or whose Parent is subject to a Change of Control (the

"Subject Party") shall deliver written notice to the other Party (the "Other Party") that (a) states that a Change of Control has occurred with respect to itself or its Parent, (b) states the date that the Change of Control was consummated, if known, and (c) identifies the Person/s who acquired Control (the "Change of Control Notice").

12.3. Termination on Change of Control. Within sixty (60) days of the Other Party's receipt of a Change of Control Notice, the Other Party may terminate this Agreement upon written notice to the Subject Party, without paying, or incurring any liability or obligation to pay, any termination fee, penalty, damages, or other compensation.

13. Termination by MEL For Violation of Competitive Products Provisions. Subject to the terms of the last sentence of this Section 13, in the event of KO directly or indirectly distributes anywhere in the Competitive Territory, through one or more KO Distributors, a Competitive Product, MEL may terminate this Agreement upon (a) thirty (30) days written notice to KO and KO's failure to cure the alleged breach within that period, or (b) immediately upon receipt of notice and without opportunity to cure if KO has violated Section 8 of this Agreement more than once within any twelve (12) month period. MEL's right to terminate this Agreement under this Section 13 shall be independent of and in addition to any other rights or remedies of MEL under this Agreement, including, without limitation, Section 11.1 above, and the construction and interpretation of Section 8 shall not restrict, limit or otherwise affect the construction and interpretation of this Section 13.

14. Termination Without Cause.

14.1. Termination Without Cause by MEL. MEL, or any successor to MEL, shall have the right at any time, upon sixty (60) days written notice to KO, to terminate this Agreement without cause or for no reason; provided, however, that such termination is expressly conditioned on MEL concurrently sending written notice of termination without cause to, except as provided in the next sentence, each of the then existing KO/MEL Distributors pursuant to the terms of the applicable Distribution Agreements between MEL and each of those existing KO/MEL Distributors. In order to satisfy the foregoing condition, MEL does not have to send written notices of termination without cause to any KO/MEL Distributors who at that time are in the process of being terminated by MEL for cause pursuant to the terms of their applicable Distribution Agreements with MEL.

14.2. Termination Without Cause by KO.

a. KO, or any successor to KO, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon one (1) year's written notice to MEL or such shorter period as MEL shall agree in writing.

b. If KO exercises its right to terminate this Agreement in accordance with Section 14.2.a. above, KO shall pay to MEL an amount equal to the Termination Fee, as defined in Section 17.1 below. If, after such notice from KO, this Agreement is otherwise terminated as a result of KO's breach of this Agreement, including without limitation, arising from the elimination of substantially all of MEL's benefits arising under this Agreement by KO or KO's repudiation or abandonment of this Agreement (collectively, a "Termination Breach") within such one (1) year notice period then, without prejudice to any of MEL's other rights and/or remedies, the Termination Fee shall be multiplied by ***.

c. At any time, and from time to time, after KO gives MEL written notice of termination, and without prejudice to, or in any way detracting from, KO's obligation to pay the Termination Fee to MEL, MEL may elect to exercise its right to terminate this Agreement, in which event MEL shall not be liable to KO by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii)

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expenditures, investments, leases or any type of commitment made in connection with the business of KO or in reliance on the existence of this Agreement.

15. Automatic Termination. If neither Party has previously chosen to terminate this Agreement pursuant to its terms and all Distribution Agreements with the KO/MEL Distributors have been terminated for any reason and/or expired pursuant to their terms, either Party may terminate this Agreement by notifying the other Party, in writing, of such termination effective no earlier than ten (10) Business Days (as defined below) after the date of such notice. For purposes of this Agreement, "Business Day" means each day other than a Saturday, Sunday or other day on which commercial banks in New York are authorized or required by law to close.

16. Obligations on Termination. In the event this Agreement is terminated pursuant to Sections 11.1, 11.2, 11.3, 11.4, 12, 13, or 14.2 of this Agreement, such termination will not terminate any Distribution Agreement that is effective at the time of such termination. In the event that this Agreement is terminated pursuant to Section 14.1 of this Agreement, MEL will simultaneously give notice of termination pursuant to Section 14.1 above to terminate all associated

KO/MEL Distribution Agreements then in effect. Except as provided in this Section 16, the expiration or termination of this Agreement will not terminate any Distribution Agreement that is effective at the time of such expiration or termination. During the period between a notice of termination and the effective date of termination, each Party shall continue to fully perform its obligations under this Agreement. Sections 6, 7.1, 17.1, 18, 19, 20 and 22 of this Agreement shall survive the expiration or termination of this Agreement.

17. Termination Fees.

17.1. "Termination Fee" means KO's share of Net Proceeds for the twelve (12) month period ending on the last day of the last calendar month preceding the effective date of termination of this Agreement for Products sold by MEL to KO/MEL Distributors who are KO/MEL Distributors as of the effective date of such termination; provided that if termination of this Agreement occurs before the first anniversary of the Effective Date the Termination Fee shall be increased by *** percent ***; and if termination of this Agreement occurs after the first anniversary of the Effective Date but before the second anniversary of the Effective Date, the Termination Fee shall be increased by *** percent ***. Each termination fee specified in this Section 17 will be due and payable no later than thirty (30) days after the effective date of the applicable termination and such obligation shall survive the termination or expiration of this Agreement.

17.2. If MEL terminates this Agreement pursuant to the terms of Section 11.1 or 13 above, KO shall, without prejudice to MEL's rights and remedies available under this Agreement, equity and/or applicable law, pay MEL the Termination Fee.

17.3. If KO terminates this Agreement pursuant to the terms of Section 11.1 above, MEL shall, without prejudice to KO's rights and remedies available under this Agreement, equity and/or applicable law, but subject to Section 18, pay KO an amount equal to the Termination Fee.

17.4. If MEL terminates a Distribution Agreement with a KO/MEL Distributor without cause and without concurrently terminating this Agreement, MEL will pay KO the Termination Fee applicable to the terminated Distribution Agreement only.

17.5. If MEL terminates this Agreement pursuant to the terms of Section 14.1 above, MEL shall pay KO the Termination Fee.

17.6. If MEL only terminates a portion of the territory specified in a particular Distribution Agreement between MEL and a KO/MEL Distributor, without cause, MEL shall pay KO a partial

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termination fee (in each case, a "Partial Termination Fee") equal to the Termination Fee applicable to the terminated Distribution Agreement only, that would be owed if the applicable Distribution Agreement were fully terminated on the date the partial termination occurs, multiplied by a fraction, the numerator of which is the Net Sales of Products in the terminated portion of the applicable territory during the twelve (12) months immediately preceding such termination, and the denominator of which is the Net Sales of Products in the entire applicable territory during the twelve (12) months immediately preceding such termination.

18. Limitation of Damages; Limitation of Liability. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS SET FORTH IN SECTION 22 OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY SUCH PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES RESULTING FROM THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 22 OF THIS AGREEMENT, THE PARTIES' RESPECTIVE TOTAL LIABILITY FOR MONEY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE APPLICABLE TERMINATION FEE PAYABLE PURSUANT TO SECTION 17 ABOVE. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY WHATSOEVER.

EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN THIS AGREEMENT.

19. Books and Records; Examinations.

19.1. For a period of at least two (2) years following the expiration or earlier termination of this Agreement, MEL shall maintain such books and records (collectively, "MEL Records") as are necessary to substantiate that no payments have been made, directly or indirectly, by or on behalf of MEL to or for the benefit of any KO employee or agent who may reasonably be expected to influence KO's decision to enter into this Agreement or the amount to be paid by KO pursuant hereto. (As used herein, "payments" shall include money, property, services and all other forms of consideration.) All MEL Records shall be maintained in accordance with generally accepted accounting principles as consistently applied by MEL. KO and/or its representative shall have the right at any time during normal business hours, upon seven (7) days written notice, to examine the MEL Records, but not more than once per year. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

19.2. For a period of at least two (2) years following the expiration or earlier termination of this Agreement, KO shall maintain such books and records (collectively, "KO Records") as are necessary to

substantiate that no payments have been made, directly or indirectly, by or on behalf of KO to or for the benefit of any MEL employee or agent who may reasonably be expected to influence MEL's decision to enter into this Agreement or the amount to be paid by MEL pursuant hereto. (As used herein, "payments" shall include money, property, services and all other forms of consideration.) All KO Records shall be maintained in accordance with generally accepted accounting principles as consistently applied by KO. MEL and/or its representative shall have the right at any time during normal business hours, upon seven (7) days written notice, to examine the KO Records, but not more than once per year. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

19.3. MEL shall keep complete and true books and other records containing data in sufficient detail necessary to determine the Net Sales of the Products, Distributable Gross Profits for each of the Products, any Termination Fee, and any Partial Termination Fee, as well as all components of each of these items.

19.4. No more than once per calendar year, KO shall have the right, at its own expense, to have the books and records kept by MEL (and all related work papers and other information and documents) examined by a nationally recognized public accounting firm appointed by KO (in each case, an "Accounting Firm") to (a) verify the calculations of the Gross Sales and Net Proceeds for each of the Products, any Termination Fee, and any Partial Termination Fee, and/or any component of any of the foregoing, and (b) verify the resulting payments required under this Agreement. Prior to conducting any such examination, the Accounting Firm shall have agreed to hold in confidence and not disclose to anyone, other than the Parties or unless required by applicable law, all information reviewed by or disclosed to the Accounting Firm during such examination.

20. Trademarks.

20.1. KO acknowledges and agrees that all Hansen Marks shall be and remain the exclusive property of Hansen. No right, title or interest of any kind in or to the Hansen Marks is transferred by this Agreement to KO. KO agrees that it will not attempt to register the Hansen Marks, or any marks confusingly similar thereto, in any form or language anywhere in the world. KO further agrees that during the term of this Agreement it will not contest the validity of the Hansen Marks or the ownership thereof by Hansen. If KO desires to reproduce any of the Hansen Marks for promotional purposes, the reproduction will only be made after written approval by MEL. KO shall only use the Hansen Marks in such a manner as to ensure and maintain the high quality and goodwill associated therewith; provided, however, that KO may, in consultation with MEL, submit form or template usages or specimens of proposed use featuring the Hansen Marks that may be subsequently used on other materials without seeking additional approval from MEL, provided that the form, substance, content and context of such subsequent use is not materially different from that which MEL initially approves. KO's use of the Hansen Marks will inure for the benefit of Hansen.

20.2. Infringement of Hansen's Marks. If during the term of this Agreement a third party institutes against Hansen, MEL or KO any claim or proceeding that alleges that the use of any Hansen Mark in connection with the marketing, promotion, merchandising and/or sales of the Products under this Agreement infringes the intellectual property rights held by such third party, then MEL shall, in its sole discretion, and at its sole expense, contest, settle, and/or assume direction and control of the defense or settlement of, such action, including all necessary appeals thereunder. KO shall use all reasonable efforts to assist and cooperate with MEL in such action, subject to MEL reimbursing KO for any reasonable out-of-pocket expenses incurred by KO in connection with such assistance and cooperation. If, as a result of any such action, a judgment is entered by a court of competent jurisdiction, or settlement is entered by MEL, such that any Hansen Mark cannot be used in connection with the marketing, promotion, merchandising and/or sales of the Products under this Agreement without infringing upon the intellectual property rights of such third party, then Hansen, MEL and KO promptly shall cease using such affected Hansen Mark in

connection with the marketing, promotion, merchandising and/or sale of the Products under this Agreement. Neither Party shall incur any liability or obligation to the other Party arising from any such cessation of the use of the affected Hansen Mark.

20.3. Termination. Upon expiration or termination of this Agreement, KO shall cease and desist from any use of the Hansen Marks and any names, marks, logos or symbols confusingly similar thereto.

20.4. Prior Agreements. Notwithstanding the foregoing provisions of paragraph 20 (including the definition of "Hansen Marks" as including both registered and unregistered rights), the Parties acknowledge their ongoing discussions over their respective rights in trademarks containing the term "monster," *** regarding Hansen's use of its MONSTER marks (the "Monster Trademark Agreement"). Nothing contained in this Agreement shall (a) be deemed to be an acknowledgement by KO of Hansen's rights in unregistered marks containing the term "monster" or (b) limit the provisions of the Monster Trademark Agreement. In the case of a conflict, the Parties agree that the terms of the Monster Trademark Agreement shall prevail.

21. Representations, Warranties and Covenants.

21.1. MEL Representations, Warranties and Covenants.

a. MEL represents and warrants to KO that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require MEL to breach any obligation to, or agreement or confidence with, any other person or entity.

b. MEL warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by MEL to, or on the order of, KO and/or any KO/MEL Distributor are hereby guaranteed as of the date of such shipment to be, on such date, (i) not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958, and (ii) in compliance with all health, safety and labeling standards imposed by law, regulations or orders applicable in the territory in which the Products will be sold.

c. MEL warrants that all Products shall be merchantable.

d. KO's sole and exclusive remedy for MEL's breach of MEL's representations in Sections 21.1.b. and 21.1.c. above shall be as provided for in Section 22.3. below.

21.2. The provisions of this Section 21.2 are set forth on attached Exhibit F and are incorporated in this Section 21.2 by this reference.

22. Indemnification and Insurance.

22.1. KO agrees to indemnify MEL against any third party claims and hold MEL harmless from and against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses arising out of, resulting from or otherwise connected with and to the extent attributable to (a) any willfully negligent act, misfeasance or nonfeasance by KO, its Subsidiaries, or any of their respective officers, employees, directors or agents regarding the sale, distribution or marketing of the Products, (b) the failure of any representation or warranty made by KO contained in this Agreement to be true or correct in any material respect (without regard to any references to materiality contained therein), and (c) any claim, advertising or representation by KO regarding Products that has not been approved by MEL.

22.2. Intentionally omitted.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

22.3. MEL agrees to indemnify KO against any third party claims and hold them harmless from and against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses arising out of, resulting from or otherwise connected with and to the extent attributable to (a) the formulation, manufacture, labeling, bottling or packaging of the Products, including, but not limited to, product defects, product integrity/quality failures, any ingredient safety issue, product recalls, any violation of applicable law or regulation, or any injury to or death of any person caused by the Products or any ingredient contained therein, (b) any willfully negligent act, misfeasance or nonfeasance by MEL or any of its respective Subsidiaries, officers, employees, directors or agents, (c) any claim, advertising or representation by MEL or by any agent or representative of MEL regarding the Products, (d) the failure of any representation or warranty made by MEL contained in this Agreement to be true or correct in any material respect (without regard to any references to materiality contained therein), (e) any claim that the authorized use by KO of any of the Hansen Marks pursuant to this Agreement infringes the trademark, trade dress or trade name of another, (f) any claim that any packaging for the Products furnished by MEL infringes any patent, trade secret or other intellectual property right of any third party, or (g) the termination or transfer of any of Hansen's existing distribution agreements in the "Territory," as defined in the CCE-UK Distribution Agreements, in anticipation or furtherance of the rights granted to KO in this Agreement.

22.4. During the term of this Agreement and for a period of two (2) years thereafter, MEL and KO agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other Party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each Party shall provide to the other Party with a certificate of insurance evidencing such insurance, in a form satisfactory to such Party:

- Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

- Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

For any claims under this Agreement, the applicable Party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other Party. All deductibles payable under an applicable policy shall be paid by the Party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective Parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums.

22.5. An indemnified party under this Section 22 shall give to the indemnifying party prompt notice of the third party claim for which such indemnified party is seeking indemnification. Until such time as the indemnifying party acknowledges in writing its obligation to indemnify the indemnified party under this Section 22, the indemnified party will have the right to direct, through counsel of its choosing, the defense of any matter the subject of such indemnification claim. At such time as the indemnifying party acknowledges in writing its obligation to indemnify the indemnified party against any and all damages, losses, liabilities, claims, charges, actions, suits, proceedings, deficiencies, taxes, interest, penalties, and costs and expenses that may result from such matter, the indemnifying party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any matter the subject of indemnification hereunder at its expense. The indemnified party may thereafter retain its own counsel to participate in the defense of the matter, at the indemnified party's own expense. The indemnified party shall provide the indemnifying parties with reasonable and relevant access to its records and personnel relating to any such matter during normal

business hours and shall otherwise cooperate with the indemnifying party in the defense or settlement of any such matter, and the indemnifying party shall reimburse the indemnified party for all its reasonable out-of-pocket expenses in connection with such matter. No settlement in respect of any third party claim may be effected by the indemnifying party without the indemnified party's prior written approval. If the indemnifying party shall fail to undertake any such defense, the indemnified party shall have the right to undertake the defense or settlement thereof at the indemnifying party's expense, provided the indemnifying party has received reasonable notice of, and opportunity to participate in, any proposed settlement.

23. Miscellaneous.

23.1. No Employment Relationship. Notwithstanding any language in this Agreement to the contrary, the Parties intend that their relationship will be only as set forth in this Agreement. Neither Party nor any employee, agent, officer, or independent contractor of or retained by either Party shall be considered an agent or employee of the other Party for any purpose or entitled to any of the benefits that the other Party provides for any of the other Party's employees. Furthermore, each Party acknowledges that it shall be responsible for all federal, state and local taxes for it and its employees and reports relative to fees under this Agreement and each Party will indemnify and hold the other Party harmless from any failure to file necessary reports or pay such taxes.

23.2. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and is intended by the Parties to be a final expression of their understanding and a complete and exclusive statement of the terms and conditions of the agreement. This Agreement supersedes any and all agreements, either oral or in writing, between the Parties concerning the subject contained herein and contains all of the covenants, agreements, understandings, representations, conditions, and warranties mutually agreed to between the Parties. This Agreement may be modified or rescinded only by a writing signed by the Parties hereto or their duly authorized agents.

23.3. Choice of Law. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of New York (without reference to its law of conflict of laws) and the provisions of the United Nations Convention On Contracts For The International Sale Of Goods will expressly be excluded and not apply. The place of the making and execution of this Agreement is California, United States of America. KO hereby waives any rights that it may otherwise have to assert any rights or defenses under the laws of the Territory or to require that litigation brought by or against it in connection with this Agreement be conducted in the courts or other forums of the Territory.

23.4. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal administrators, legal representatives, successors and assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party; provided, however, that in the event of the Change of Control of a Party to this Agreement (the "Change of Control Party") or its Parent in which the other Party to this Agreement chooses not to exercise its termination rights under Section 12.3 above and this Agreement is assumed by the surviving entity or successor to the Change of Control Party, or by the acquirer of substantially all of the Change of Control Party's assets as a matter of law, the Change of Control Party shall be entitled to assign all of its rights and obligations under this Agreement to such Person without the other Party's consent so long as such successor, surviving entity or acquirer agrees in writing to unconditionally assume all of the Change of Control Party's rights and obligations under this Agreement.

23.5. Counterparts. This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document. Signatures received by facsimile shall be deemed to be original signatures.

23.6. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The Parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

23.7. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

23.8. Drafting Ambiguities. Each Party to this Agreement and their legal counsel have reviewed and revised this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

23.9. Notices. All notices or other communications required or permitted to be given to a Party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such Party at the following respective address:

If to Hansen and MEL:

Monster Energy Ltd.
c/o Mason Hayes & Curran
South Bank House, Barrow Street, Dublin 4, Ireland
Attention: Tony Burke
Telecopy: +353-1-614-5001

and

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to KO:

The Coca-Cola Company
P.O. Box 1734
Atlanta, Georgia 30301
Attention: President, Coca-Cola North America

European Union Finance Director
Telecopy: 44 208 2373476

with a copy to:

The Coca-Cola Company
P.O. Box 1734
Atlanta, Georgia 30301
Attention: General Counsel, European Union
Telecopy: 44 208 237 3705

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any Party to this Agreement may give a notice of a change of its address to the other Party to this Agreement.

23.10. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the Parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

24. Dispute Resolution.

24.1. Any controversy, claim or dispute of whatever nature arising out of or in connection with this Agreement or the breach, termination, performance or enforceability hereof or out of the relationship created by this Agreement (a "Dispute") shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement. The Parties understand and agree that they each have the right to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. Unless otherwise agreed in writing by the Parties hereto, the arbitral panel shall consist of three (3) arbitrators, each of whom shall be a retired judge from a State other than California or Georgia and shall be appointed by the AAA in accordance with Section 24.2 below. The place of arbitration shall be Dallas, Texas. Judgment upon the award may be entered, and application for judicial confirmation or enforcement of the award may be made, in any competent court having jurisdiction thereof. Other than as required or permitted by an applicable governmental entity, each Party will continue to perform its obligations under this Agreement pending final resolution of any such Dispute. The Parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury.

24.2. Immediately after the filing of the submission or the answering statement or the expiration of the time within which the answering statement is filed, the AAA shall send simultaneously to each Party to the dispute an identical list of ten (10) (unless the AAA decides that a larger number is appropriate) names of retired judges from the National Roster from States other than California or Georgia. The Parties shall attempt to agree on the three (3) arbitrators from the submitted list and advise the AAA of their agreement. If the Parties are unable to agree upon the three (3) arbitrators, each Party to the dispute shall have fifteen (15) days from the transmittal date in which to strike no more than three (3) names objected to, number the remaining names in order of preference, and return the list to the AAA. If a Party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of the three (3) arbitrators to serve. If the Parties fail to agree on any of the

persons named, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the AAA shall have the power to make the appointment from among other retired judges on the National Roster from States other than California or Georgia without the submission of additional lists.

24.3. The arbitration shall be governed by the laws of the State of New York, without regard to its conflicts-of-law rules, and by the arbitration law of the Federal Arbitration Act (Title 9, U.S. Code). The arbitrators shall base the award on the applicable law and judicial precedent that would apply, and the arbitrators shall have no authority to render an award that is inconsistent therewith. The award shall be in writing and include the findings of fact and conclusions of law upon which it is based if so requested by either Party. Except as may be awarded to the prevailing Party, each Party shall bear the expense of its own attorneys, experts, and out of pocket costs as well as fifty percent (50%) of the expense of administration and arbitrators' fees.

24.4. Except as otherwise required by law, the Parties and the arbitrator(s) shall keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute.

24.5. EXCEPT FOR THE DAMAGES DIRECTLY RESULTING FROM THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 22 OF THIS AGREEMENT, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT IN ANY ARBITRATION OR JUDICIAL PROCEEDING TO RECEIVE CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. THE ARBITRATORS SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

25. Attorney's Fees. In the event any litigation, arbitration, mediation, or other proceeding ("Proceeding") is initiated by any Party against any other Party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing Party in such Proceeding shall

be entitled to recover from the unsuccessful Party reasonable attorneys fees and costs directly related to (a) such Proceeding (whether or not such Proceeding proceeds to judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce any judgment or award resulting from any such Proceeding.

26. Force Majeure.

26.1. Neither Party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such Party's reasonable control (each, individually, a "Force Majeure Event") including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such Party's performance of its obligations is delayed for other causes.

26.2. The Party affected by a Force Majeure Event shall give written notice to the other Party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such Party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected Party's ability to perform its obligations hereunder, the affected Party shall give written notice to the other Party within a reasonable time.

27. Ethical Standards.

27.1. KO and each of its sub-distributors will comply with the Foreign Corrupt Practices Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Hansen Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to Hansen or the promotion and/or sale of Hansen Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

27.2. MEL will comply with the Foreign Corrupt Practices Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to KO or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

28. External Communications.

28.1. Publicity. MEL and KO each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the Parties prior to release. Thereafter, each Party agrees to use commercially reasonable efforts to consult with the other Party regarding any public, written announcement which a Party reasonably anticipates would be materially prejudicial to the other Party. Nothing provided herein, however, will prevent either Party from (a) making and continuing to make any statements or other disclosures it deems required, prudent or desirable under applicable Federal or State Security Laws and/or such Party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no Confidential Information is disclosed. If a Party breaches this Section 28.1 it shall have a seven (7) day period in which to cure its breach after written notice from the other Party. A breach of this Section 28.1 shall not entitle a Party to damages or to terminate this Agreement.

28.2. Marketing and Promotion.

a. MEL and KO agree that the principles set forth in Section 28.2.(b) below are generally consistent with the marketing and promotion guiding principles of both MEL and KO (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of either Party under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the Parties and neither Party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or to terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s).

b. Neither MEL nor KO will advertise, market, or promote the Products in connection with: (i) material misrepresentations or material omissions of fact about the Products branded with the Hansen Marks; (ii) derogatory statements or messages about the other Party or its products; (iii) illegal drugs, pornography, racist activities or organizations; or (iv) activities, causes, or products that are generally immoral according to applicable community standards of the relevant consumer of the Products such that it is materially detrimental to the other Party's public image and/or its rights as set forth in this Agreement.

29. Controlling Language. This Agreement is in the English language only, which will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either Party hereto.

[Signature page follows.]

SIGNATURE PAGE TO MONSTER ENERGY INTERNATIONAL DISTRIBUTION COORDINATION AGREEMENT BETWEEN HANSEN BEVERAGE COMPANY AND THE COCA- COLA COMPANY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

TAURANGA LTD., an Irish company	**THE COCA-COLA COMPANY**, a Delaware corporation
By: /s/ Rodney Sacks Rodney Sacks Chief Executive Officer	By: /s/ William D. Hawkins III [Name] William D. Hawkins III [Title] Vice President & General Counsel

EXHIBIT A
Monster Energy International Distribution Coordination Agreement

[FORM OF MONSTER ENERGY INTERNATIONAL DISTRIBUTION AGREEMENT]

MONSTER ENERGY
[FORM OF] INTERNATIONAL DISTRIBUTION AGREEMENT

This INTERNATIONAL DISTRIBUTION AGREEMENT ("Agreement") is entered into as of , 2008 (the "Effective Date") between TAURANGA LTD, a company organized and existing under the laws of the Republic of Ireland, trading as MONSTER ENERGY LTD ("MEL") with offices at South Bank House, Barrow Street, Dublin 4, Ireland, and
("Distributor").

1. Recitals and Definitions.

a. MEL is a wholly owned subsidiary of Hansen Beverage Company, a Delaware corporation ("HBC"). HBC owns the exclusive right, title and interest in and to the Trademarks (as defined below). MEL has been authorized by HBC to use the Trademarks (as defined below) and manufacture, promote, market, distribute and sell, including without limitation through distributors appointed by MEL, the Products (as defined below) throughout the Territory (as defined below).

b. Distributor is a leading producer and distributor of beverages and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). KO has designated Distributor, and MEL wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of November 1, 2008, or such other date as may be mutually agreed by the parties in writing, but which in no event shall be later than November 30, 2008 (the "Commencement Date").

c. When used herein the word "Products" means (i) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its network of full-service distributors in the United States such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers; and (ii) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as MEL and Distributor shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation, 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for MEL as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means any ***. All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

2. Appointment.

a. With effect from the Commencement Date, MEL appoints Distributor, and Distributor accepts appointment, as a distributor and seller of Products to Distributor's Accounts within the Territory. Such appointment shall only be non-exclusive, except if and to the extent specifically designated as exclusive on Exhibit C hereto. Such appointment shall exclude any SKU/s deleted from distribution pursuant to Section 13.b. and 13.f. below. Those categories of customers which are excluded from the definition of Distributor's Accounts are expressly reserved for MEL, or such other distributors as MEL may from time to time appoint. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointment shall

provide that the sub-distributors shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts set forth on Exhibit C, and the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to MEL's rights hereunder. Distributor's appointment of sub-distributors shall be to supplement and augment but not to replace or substitute, wholly or partially, Distributor's resources, performance capabilities and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor shall not directly or indirectly, alone or in conjunction with any other person or entity (i) actively seek or solicit customers or accounts for the Products outside the Territory or any customers or accounts located within the Territory other than Distributor's Accounts set forth on Exhibit C (in particular, but without limiting the above, Distributor shall not actively approach customers outside the Territory or accounts other than Distributor's Accounts in the Territory, whether by direct mail, visits, promotions or media advertising targeted at such customers, or otherwise), and/or (ii) actively sell, market, distribute or otherwise dispose of any Products to any persons or entities located outside the Territory or to any persons or entities located within the Territory who Distributor knows or reasonably believes will distribute or resell the Products outside the Territory. During the Term, Distributor shall purchase exclusively and directly from MEL or its nominees (and from no other person or entity) all of its requirements for Products.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by MEL to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by MEL to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to, any express or implied distribution agreement, course of conduct or other relationship between MEL and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase, sell, market or distribute or continue to purchase, sell, market or distribute any products, including Products, or use the Trademarks other than with respect to products sold and delivered by MEL to Distributor, and (iii) shall constitute a separate transaction for each shipment of products actually delivered by MEL to Distributor and/or sub-distributor(s), in MEL's sole and absolute discretion, which MEL shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in MEL's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against MEL including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of MEL with regard to such matters.

d. Distributor shall, at its sole expense, obtain all import licenses and governmental permits and approvals which may be necessary to permit the sale of Products in the Territory. Distributor shall also comply with any and all governmental laws, regulations, and orders which are applicable to Distributor by reason of its execution of this Agreement, including any and all laws, regulations or orders in the Territory which govern or affect the ordering, export, shipment, import, sale, delivery or redelivery of Products in the Territory. Distributor shall also notify MEL of the existence and content of any provision of law which to Distributor's knowledge conflicts with any provisions of this Agreement at the time of its execution or thereafter. In the export of Products from the

United States, Distributor shall further comply with the applicable law of the Territory, as well as U.S. laws and regulations governing exports, including the Export Administration Act and regulations thereunder, and the U.S. Boycott Regulations.

e. MEL and its affiliates (if applicable) will include a provision comparable to subsections 2.b.(i) and 2.b.(ii) above in its distribution agreements with distributors in territories within the European Economic Area. If any other distributor appointed by MEL or its affiliates in the European Economic Area (1) actively seeks and solicits customers in Distributor's exclusive accounts as identified on Exhibit C for Products in the "Territory," or (2) actively sells, markets, distributes or otherwise disposes of any Products, either directly or indirectly to any persons or entities located within its territory who such distributor knows or reasonably believes will distribute or resell the Products inside the Territory, MEL or its affiliates will take commercially reasonable steps to enforce MEL's or its affiliates (as the case may be) rights under any distribution agreement, to the extent enforceable under applicable law, to address the importation of Products into the Territory in violation of any applicable distribution agreement relating to the Products. Distributor shall cooperate and, if necessary and required by MEL, join with MEL in all such proceedings in accordance with the foregoing. Distributor shall have no claim, and MEL or its affiliates shall have no liability, arising from the sale of Products by such other distributors in the Territory, except to require MEL or its affiliates to enforce the above-mentioned provisions in the applicable distribution agreements.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to actively and diligently promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to actively and diligently develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable efforts to actively and diligently manage all of Distributor's sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of MEL;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

h. In relation to the sales of the Products only, permit MEL representatives to accompany Distributor's salesmen on sales routes in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum ambient and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information in relation to the Products as may be reasonably requested by MEL;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers; and

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by MEL's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles.

4. Prices.

a. The prices ("Selling Price") to be paid by Distributor to MEL for the Products shall be reviewed and determined annually by MEL for the forthcoming year after discussion with Distributor but shall be subject to adjustment in accordance with Section 4.c. below. The annual increases to the Selling Price will be communicated to

the Distributor no later than three (3) calendar months prior to implementation of price increases in a country within the Territory.

b. It is acknowledged that from time to time Distributor may be required by its customer/s to fix, for a period of up to twelve (12) months, the prices that Distributor may charge to its customer/s for certain Products. In this event, Distributor may request that MEL fixes the prices to be paid by Distributor for the applicable Product/s to be resold to such customer/s. MEL shall promptly discuss such a request with Distributor in good faith and the parties will prepare and record any agreement in writing. Provided that MEL agrees to the foregoing in writing, MEL shall not adjust, for the same period that Distributor's prices are fixed, the prices to be paid by Distributor for the applicable Product/s ***. Nothing contained in this Section 4.b. shall be construed as imposing any agreement or restriction on the right of either MEL to unilaterally determine the Selling Price or the right of the Distributor to unilaterally determine Distributor's own resale prices and terms of business.

c. Notwithstanding anything to the contrary contained in this Agreement, in the event of any material change in the costs associated with production of the Products (including, but not limited to, a material change in the costs of ingredients, packaging materials, energy or freight costs related to the production and shipping of Products) at any time, then MEL may adjust the Selling Price of Products to Distributor to reflect such cost ***. MEL shall provide reasonable supporting documentation evidencing the material change in its costs of production and delivery, if requested by Distributor.

d. All Selling Prices are exclusive of (1) any costs of carriage and insurance of the Products, and (2) any applicable value added or any other sales tax, which shall be payable by Distributor.

e. MEL shall reimburse or credit Distributor for all of Distributor's actual out-of-pocket expenses paid or incurred by Distributor in relation to the promotion and trade marketing of Products including without limitation discounts, allowances, rebates, demonstration costs, promotional programs, racks, sampling, point-of-sale and merchandizing aids such as promotional stickers, price tags, etc., free products and slotting fees, shelf programs, local or customer-based promotions, and similar out-of-pocket expenses incurred and paid by Distributor but only if, and to the extent, previously approved by MEL in writing.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery to locations in the Territory agreed upon in writing between the parties from time to time with a lead time of at least ten (10) days and shall be subject to acceptance by MEL in MEL's reasonable discretion. If MEL is unable to accept an order for any reason, then MEL will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or inconsistency between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of MEL's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

6. Payment. MEL shall invoice Distributor on a monthly basis and Distributor shall promptly pay MEL for the Products in Euros in full (without set off, deduction or counter claim) by electronic transfer within *** of the date of the relevant invoice or such other period as may be agreed by MEL from time to time in writing. Distributor and MEL shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse MEL for any costs and expenses incurred by MEL in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

7. Title and Risk of Loss. Title and risk of loss to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecast and Delivery.

a. Distributor shall provide MEL with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to MEL no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by MEL for delivery to Distributor in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing MEL forecasts in accordance with Section 8.a. above, MEL agrees to use commercially reasonable good faith efforts to deliver Products to Distributor within *** of receipt by MEL of the applicable purchase orders for Products in compliance with Sections 5 and 8.a. above to (i) Distributor, in the case of Products delivered from the point of manufacture to Distributor by ground transportation, and (ii) the shipper, in the case of delivery of the Products to Distributor which involves shipment by sea. MEL shall deliver to Distributor Products with at least six (6) months shelf life remaining at the time of delivery or such other period as may be agreed to between MEL and Distributor with respect to any specific Products. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by MEL are merely approximate and that MEL shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of MEL's failure to comply with its obligations under this Section 8.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time created, adopted, used, registered, or been issued in the United States of America or in any other location in connection with HBC's business or the Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How. Any approval by MEL for Distributor to use any Trademarks, trade names, Patents, Copyrights, trade secrets and Know-How in connection with the distribution and sale of the Products shall be a mere temporary permission, uncoupled with any right or interest, and without payment of any fee or royalty charge for such use.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks, subject to the terms of this Section 9. It will not be a breach of this Section for the Products to be delivered by the Distributor in vehicles, or using employees, agents, assigns or sub-distributors wearing clothing, displaying any other trademark, name, brand name, logo or other products designation or symbol. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with MEL's policies and instructions, and MEL reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by MEL in writing or differs materially from a use previously approved by MEL in writing)

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shall be subject to the prior written consent of MEL, which MEL may withhold in its sole and absolute discretion. Distributor shall submit to MEL in writing each different proposed use of the Trademarks in any medium.

d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, MEL shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that MEL provides to it in writing.

f. Upon the termination of this Agreement, the temporary permission granted under sub-Section 9.a. above will terminate and the Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify MEL of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at MEL's expense and upon MEL's request, assist in such legal proceedings as MEL will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in accordance with MEL's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at MEL's expense, assist HBC and MEL in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC or MEL may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

h. If during the term of this Agreement a third party institutes against HBC, MEL or Distributor any claim or proceeding that alleges that the use of any Trademark or any Know-How, Patent, trade secret or Copyright in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this Agreement infringes the intellectual property rights held by such third party, then MEL shall, in its sole discretion, and at its sole expense, contest, settle, and/or assume direction and control of the defense or settlement of, such action, including all necessary appeals thereunder. Distributor shall use all reasonable efforts to assist and cooperate with MEL in such action, subject to MEL reimbursing Distributor for any reasonable out-of-pocket expenses incurred by Distributor in connection with such assistance and cooperation. If, as a result of any such action, a judgment is entered by a court of competent jurisdiction, or settlement is entered by MEL, such that any Know-How, Patent, trade secret, Copyright or Trademark cannot be used in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this Agreement without infringing upon the intellectual property rights of such third party, then HBC, MEL and Distributor promptly shall cease using such affected Know-How, Patent, trade secret Copyright or Trademark in connection with the distribution, marketing, promotion, merchandising and/or sale of the Products under this Agreement. Except as otherwise specified in this Agreement, neither party shall incur any liability or obligation to the other party arising from any such cessation of the use of the affected Trademark.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall use commercially reasonable efforts to actively and diligently distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and

promotional programs that are mutually agreed upon by MEL and Distributor from time to time. Distributor acknowledges that (a) MEL has no obligation to market and promote the Products, and (b) MEL makes no, and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with MEL's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed for up to three (3) further successive five (5)-year terms ("Additional Term/s") if (a) either party gives written notice to the other at least one hundred twenty (120) days prior to the end of the Initial Term or applicable Additional Term, as the case may be, of its intention to renew the Agreement for an Additional Term, and (b) MEL determines that the provisions of Sections 2.a., 2.b. and 21 of this Agreement are valid and enforceable in accordance with their respective terms during the applicable Additional Period. If MEL determines that it is necessary or desirable that the parties execute an additional agreement or instrument in order for the provisions of Sections 2.a., 2.b. and 21 to be valid and enforceable, then the parties agree to execute such documents as may reasonably be required to give effect to the foregoing. A "Contract Year" means any calendar year during the Term and the period from the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls.

12. Termination.

a. Termination for Cause.

(i). Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A). Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either MEL or Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products. The Initial Term and any Additional terms are collectively referred to as the "Term."

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless

possession is restored to such party within sixty (60) days after such taking), or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C). Agreement. Mutual written agreement of the parties.

(ii). Termination by MEL. MEL may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, (x) if Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained MEL's prior written consent thereto (which consent may be withheld in MEL's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO, or (y) if there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets without the prior written consent of MEL, which MEL shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any calendar year, provided MEL has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(iii). Termination by Distributor. Distributor may terminate this Agreement at any time if MEL fails to deliver to Distributor at least *** percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to MEL written notice of such failure and MEL has failed to remedy such deficiency within thirty (30) days of MEL's receipt of such notice.

b. Complete or Partial Termination By MEL Without Cause and Severance Payment.

(i). MEL or any successor to MEL, shall have the right at any time, upon sixty (60) days written notice (or such longer period as MEL may determine, in its sole discretion), to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination") and/or (C) Distributor's right to sell Products in any area that constitutes a portion of the Territory (a "Partial Territory Termination").

(ii). In the event of a Complete Termination or Partial Product Termination, MEL or its successor, as the case may be, shall pay to Distributor a severance payment measured as a genuine pre-estimate of the Distributor's losses and not as a penalty and calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination, or Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by MEL to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) MEL's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to MEL.

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(iii). In the event of a Partial Territory Termination, MEL or its successor, as the case may be, shall pay to Distributor a severance payment with respect to the Products which are the subject of the termination, calculated on the same basis as the Product Severance Payment, but only with respect to that portion of the Territory which is the subject of the Partial Territory Termination, less the amount, if any, Distributor may receive from the assignee of its rights under this Agreement, and shall be paid within the period provided in Section 12.b.(ii) above (the "Territory Severance Payment").

c. Distributor Right to Terminate Without Cause and Severance Payment.

(i). Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon at least one (1) year's written notice to MEL or such shorter period as MEL shall agree in writing.

(ii). If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to MEL a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. If, such notice is given by Distributor and thereafter this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of MEL's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement within such one (1) year notice period then, without prejudice to any of MEL's other rights and/or remedies, the Distributor Severance Payment shall be multiplied by ***.

(iii). At any time, and from time to time, after Distributor gives MEL written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, MEL may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products, prior to the expiration of any notice period, in which event MEL shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i). The Breach Severance Payment, Product Severance Payment and/or the Territory Severance Payment payable by MEL to Distributor pursuant to the provisions of Section 12.a.(i)(A), Section 12.b.(ii) and/or Section 12.b.(iii) above respectively, if any, and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against MEL as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall MEL be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii). The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to MEL pursuant to the provisions of Section 12.a.(i)(A) and Section 12.c.(ii) above respectively, if any, and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute MEL's sole and

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exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that MEL may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to MEL by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

(i). MEL shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

(ii). all amounts payable by Distributor to MEL or by MEL to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii). except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv). MEL and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause MEL to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v). Any Breach Severance Payment, Product Severance Payment, Territory Severance Payment and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e.(v), a "Severance Payment") payable in accordance with this Agreement by either MEL or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. MEL and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either MEL or Distributor will incur as a result of such applicable termination. Therefore, MEL and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event of termination

of this Agreement pursuant to this Section 12 is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event MEL continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that any such action shall not constitute a waiver of MEL's rights under this Agreement or a reinstatement, renewal or continuation of the term of this Agreement. MEL and Distributor agree that if MEL continues to supply Products

to Distributor following the termination of this Agreement, (i) Distributor shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in MEL's invoice, and (iii) MEL shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i). During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and (D) generally cooperate with MEL in relation to the transition to any new distributor appointed by MEL for the Territory.

(ii). For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, MEL shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by MEL in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that MEL makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, MEL and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling (measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year in accordance with Section 3.f. above.

c. Not less than sixty (60) days before the end of the then-current Contract Year, MEL and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the

parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in Section 13.d below. The parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Effective Date of this Agreement.

d. MEL and Distributor shall also agree in writing to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2009 calendar year will be to integrate Products into the Distributor's distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement and to meet the other Performance Targets that will be mutually agreed by the parties. In years subsequent to 2009 Performance Targets shall consist of executional measures such as distribution levels, quality of distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2010 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i). the Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand measured at the commencement of each applicable quarter, and primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports") shall be no less than the Distribution Levels of the leading energy brand within the Distributor's portfolio in the Territory. If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year.

(ii). the Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii). a commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) MEL's failure to deliver Products in accordance with this Agreement or (B) MEL's failure to reimburse all costs pursuant to Section 4.e above.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that MEL will not unreasonably withhold its approval to the deletion of any applicable SKU/s. MEL may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is or are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions or countries, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions or countries, as the case may be.

Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's, rounded down to the nearest whole number (unless *** percent *** of the total number of SKU's is less than one (1) but more than *** in which case the number will be rounded up to ***), be deleted from distribution in any rolling twelve (12) month period.

g. Promotional activities shall be regulated as follows:

(i). MEL and Distributor shall periodically meet and may mutually agree to additional promotional activities including further programs and campaigns not included in the promotional activities contemplated in Section 4.e. above. The promotional activities costs that are so agreed to between the parties shall be shared between, and paid by, Distributor and MEL as may be agreed in writing from time to time.

(ii). Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment, and vending machines. Distributor shall be responsible for creating marketing materials for submission to MEL for its final written approval. Distributor shall not use marketing materials unless approved by MEL in writing; provided that if MEL does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, MEL shall be deemed to have approved such suggested marketing materials.

14. Distribution Accounts and MOLOP Accounts.

a. Distributor and its sub-distributors shall have the primary relationship with retail and other customers throughout the Territory as defined in Exhibit C and shall be responsible for negotiating the terms of sale of the Products within the Territory; provided that without detracting therefrom MEL shall retain the right to provide input to Distributor and its sub-distributors regarding sales strategy and other matters as well as to provide sales, marketing, promotional and merchandising support and programs to retail and other customers as well as the right to meet directly with and make presentations to retail and other customers within the Territory as may be appropriate from time to time; and provided further that MEL will advise Distributor of such meetings beforehand to the extent practicable and Distributor shall be entitled to accompany MEL to the meetings. Additionally, MEL may accompany, assist and support Distributor and/or its sub-distributors from time to time on sales calls to Distributor Accounts in the Territory. For the sake of clarity, MEL shall not offer or agree terms of supply and/or terms of sale of the Products within the Territory to any of Distributor's Accounts without the prior agreement of Distributor, which agreement will not be unreasonably withheld.

b. "MOLOP Accounts" shall mean (i) any account/s having at least ten (10) outlets and that is/are licensed by applicable governmental authorities to sell alcoholic beverages for on-premise consumption, and/or (ii) any trophy or prestige account/s that is/are licensed to sell alcoholic beverages for on-premise consumption. The parties recognize that it is in their respective interests to work together to formulate the approach to be followed by them jointly or separately with various customers and/or channels of trade, including MOLOP Accounts, from time to time, both to take advantage of a coordinated approach and to avoid the negative impact of a lack of coordination. MEL and Distributor therefore agree that an aligned customer/channel approach is a key part of each Annual Business Plan and that they will engage in regular communication to adopt such plans as well as to deal with further opportunities that may arise from time to time during each calendar year, so as to avoid either party acting in an uncoordinated way towards customers. Subject to Section 14.a. above, if MEL deems it desirable for Products to be sold to any MOLOP Account, MEL shall be entitled, in its discretion, to make arrangements directly with such MOLOP Account including the terms of sale of Products to the MOLOP Account and the prices therefore, which shall take into account the prices and funding then offered by Distributor and its sub-distributors to MOLOP Accounts and similar categories of customers, in the Territory. MEL shall use commercially reasonable efforts to arrange for all outlets of any such MOLOP Account within the Territory to be serviced by Distributor and/or its sub-distributors and for delivery of the Products and other arrangements with regard thereto, to be made directly by Distributor and its sub-distributors or their warehouse system. Notwithstanding the foregoing, should the MOLOP Account concerned not agree to its outlets within the Territory being serviced by Distributor or should Distributor

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elect not to service such outlets, MEL shall be entitled to service the outlets directly. In the event MEL services the outlets directly, MEL shall bear sole liability and responsibility related to such Account and MEL shall pay to Distributor during the remaining term of this Agreement an amount equal to *** percent *** of Distributor's average gross profit per case per Product line sold to and calculated with respect to MOLOP Accounts in the channel in question but otherwise in accordance with the provisions of Section 12.a.(i)(A) above for each one of the Product lines sold by MEL to the outlets concerned, within a reasonable time after receipt by MEL of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by MEL to the outlets during any period shall be determined by multiplying the total number of cases of Products sold by MEL directly to such MOLOP Account or regional division of such MOLOP Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of outlets within the Territory and the denominator of which shall be the total number of outlets that the MOLOP Account has anywhere in the world participating in the applicable program.

15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to MEL that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. MEL's Representation.

a. MEL represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require MEL to breach any obligation to, or agreement or confidence with, any other person or entity.

b. MEL warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by MEL to, or on the order of, Distributor are hereby guaranteed as of the date of delivery to be, on such date, (1) for Products imported by the Distributor from the United States, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act") and are not articles which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce, and (2) for all Products supplied by MEL to the Distributor (whether or not imported from the United States) to be in compliance with all health, safety, and labeling standards and specifications imposed by law,

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regulation or order in the Territory in which the Products will be sold by the Distributor and which are applicable to the Products.

c. MEL warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for MEL's breach of MEL's representations in Sections 17.b. and 17.c. above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. MEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless MEL and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that (1) MEL gives Distributor written notice of any indemnifiable claim and MEL does not settle any claim without Distributor's prior written consent, and (2) MEL does

all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

b. MEL shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of MEL's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by MEL, (iii) any prior distributor of Products in the Territory, (iv) any MEL marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used; or (B) do not comply with any applicable health, safety, or environmental laws, regulations, orders or standards imposed in the Territory; provided that (1) Distributor gives MEL written notice of any indemnifiable claim and Distributor does not settle any claim without MEL's prior written consent, and (2) Distributor does all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

c. If any action or proceeding is brought against Distributor, MEL or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such

action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, MEL and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

· Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

· Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

· Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums. The parties will ensure that the insurance policies obtained pursuant to this Section are effective and enforceable for any liability, claims or other insurable event arising in the Territory.

21. Competing Products. During the term of this Agreement, Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***. "Existing Affiliate" means any person that is an affiliate of KO on the Effective Date.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of both parties.

23. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship between MEL and Distributor is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws) and the provisions of the United Nations Convention On Contracts For The International Sale Of Goods will expressly be excluded

and not apply. The place of the making and execution of this Agreement is California, United States of America. Distributor hereby waives any rights that it may otherwise have to assert any rights or defenses under the laws of the Territory or to require that litigation brought by or against it in connection with this Agreement be conducted in the courts or other forums of the Territory.

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event"), including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or

information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. Except for any letter agreement/s executed by the parties concurrently herewith, this Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if MEL determines that an event, incident or circumstance has occurred which may require a recall or market withdrawal, MEL shall advise Distributor of the circumstances by telephone or facsimile. MEL shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. MEL shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to MEL for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of MEL or the Products, and shall notify MEL of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

34. Sales Information and Books and Records; Examination. Not later than thirty (30) days after the end of each calendar month Distributor shall deliver to MEL full, complete and accurate written details, separately in respect of each country within the Territory, of the following with respect to Distributor's sale of Products in the

Territory: (a) total sales, (b) taxes and/or duties, (c) discounts and sales allowances paid, accrued or credited, (d) Products returned during such period, (e) other permitted allowances, rebates, and allowance programs granted, paid, payable, reimbursed, credited or incurred by Distributor, and (f) other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement (collectively, the "Records"). Distributor shall keep and maintain complete and true books and other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement. MEL shall have the right, at its own expense, on sixty (60) days prior written notice to have such books and records and the Records (and all reasonably related work papers and other reasonable information and documents necessary for any determination under this Agreement or other related agreements) kept by Distributor examined once per Calendar Quarter by a public accounting firm appointed by MEL to verify the completeness and accuracy of the Records.

35. Ethical Standards.

a. Distributor and each of its sub-distributors will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to MEL or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

b. MEL will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to Distributor or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

36. Controlling Language. This Agreement is in the English language only, which will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force of effect in the interpretation of this Agreement or in a determination of the intent of either party hereto.

37. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC and MEL:

Tauranga Ltd.
c/o Mason Hayes & Curran
South Bank House, Barrow Street, Dublin 4, Ireland
Attention: Tony Burke
Telecopy: +353-1-614-5001

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Telecopy:

with a copy to:

Telecopy:

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

38. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

39. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

40. Confidentiality. During the Term, each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligations shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(*Signature page/s follows.)*

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

TAURANGA LTD

By: _____
Name: Rodney Sacks
Its: Chairman

By: _____
Name: _____
Its: _____

EXHIBIT A
[FORM OF] Monster Energy International Distribution Agreement

INITIAL PRODUCT LIST

Category (500 milliliter cans, 500 milliliter bottles and 250 milliliter cans)	
MONSTER	X
MONSTER LO CARB	X
MONSTER RIPPER	X
MONSTER EXPORT	X

EXHIBIT B
[FORM OF] Monster Energy International Distribution Agreement

THE TERRITORY

EXHIBIT C
[FORM OF] Monster Energy International Distribution Agreement

THE ACCOUNTS

Account Type	**The Distributor's Accounts Exclusive***,****	**The Distributor's Accounts Non-Exclusive***,****	**Accounts Reserved for MEL***,****
Convenience Stores			

Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for the Continental United States ("CONUS")			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States ("OCONUS")			
U.S. Military – Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
U.S. Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

**** Delineations of exclusivity for accounts have been redacted.

Account Type	**The Distributor's Accounts Exclusive***,****	**The Distributor's Accounts Non-Exclusive***,****	**Accounts Reserved for MEL***,****
Alcoholic Lic. On-Premise*			
General Sports Retailers non beverage outlets (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)			
Club Stores			
Vending			
All other accounts not falling within the descriptions listed above.			

* "Alcoholic Licensed On-Premise Accounts" means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
[FORM OF] Monster Energy International Distribution Agreement

THE TRADEMARKS

HANSEN'S

HANSEN'S NATURAL

MONSTER ENERGY

MONSTER

MONSTER

MONSTER ENERGY

UNLEASH THE BEAST

MONSTER LO CARB

MONSTER RIPPER

MONSTER EXPORT

EXHIBIT A1
Monster Energy International Distribution Coordination Agreement

See Monster Energy International Distribution Agreement, filed as Exhibit 10.5 to the Hansen Natural Corporation Form 10-Q filed on November 10, 2008.

EXHIBIT A2
Monster Energy International Distribution Coordination Agreement

See Monster Energy Belgian Distribution Agreement, filed as Exhibit 10.6 to the Hansen Natural Corporation Form 10-Q filed on November 10, 2008.

EXHIBIT B
Monster Energy International Distribution Coordination Agreement

TERRITORY

The world, excluding the United States and Canada.

EXHIBIT C
Monster Energy International Distribution Coordination Agreement

INITIAL PRODUCT LIST

Category (500 milliliter cans, 500 milliliter bottles and 250 milliliter cans)	
MONSTER	X
MONSTER LO CARB	X
MONSTER RIPPER	X
MONSTER EXPORT	X

EXHIBIT D
Monster Energy International Distribution Coordination Agreement

4.2.2 The Parties acknowledge that it is their mutual present intention that Hansen will not grant any distribution rights regarding the Products *** in the Territory without informing KO. Notwithstanding anything to the contrary set forth in this Section 4.2.2, this provision will not be enforceable by or against either of the Parties, and neither Party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as a result of non-compliance or a violation of the preceding sentence. This provision shall not be construed as granting to or conferring upon KO or any of its Affiliates (as defined below) any express or implied right of refusal, option or other rights with respect to any territory, other than as expressly set forth in this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT E
Monster Energy International Distribution Coordination Agreement

8. Competitive Product/s.

8.1. The following definitions apply solely to this Section 8 and Section 13.1.

a. "Competitive Product/s" means any Energy Drink/s, except Energy Drinks ***.

b. "Competitive Territory" shall mean the territory collectively covered by all Distribution Agreement/s with KO/MEL Distributors in the Territory that are in effect on the date any particular event that is alleged to violate this Section 8 occurs.

c. "Existing Affiliate" means any Person that is an Affiliate of KO (as defined in Section 12.1.1 below) on the Effective Date.

8.2. KO shall not actively seek or solicit any customers for any of the Competitive Product/s in the Competitive Territory/s.

8.3. ***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F
Monster Energy International Distribution Coordination Agreement

21.2. KO's Representations and Warranties. KO represents and warrants that it is KO's present intention that it will not market, promote or distribute *** in the Territory without informing Hansen and/or MEL. Notwithstanding that fact, this provision will not be enforceable by or against any of the Parties, and no Party shall be entitled to make any claim for breach against another or enforce any remedy under this Agreement or terminate this Agreement as a result of non-compliance or a violation of the preceding sentence. This provision shall not be construed as granting to or conferring upon Hansen and/or MEL any express or implied right of refusal, option or other rights with respect to any Territory, other than as expressly set forth in this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT X
Monster Energy International Distribution Coordination Agreement

1.1. This Exhibit X expresses the Parties' mutual intentions as to the method by which KO and MEL shall each share *** of the Net Proceeds. The Parties shall negotiate, in good faith, such additional terms and conditions to be memorialized in one or more agreements to give full effect and to implement such intentions, including the sale by KO to Mel of certain strategic ingredients including, without limitation, *** ("Strategic Ingredients").

1.2. KO shall earn its share of the Net Proceeds through the sale of Strategic Ingredients (as defined above) to MEL. Strategic Ingredients include, but are not limited to, ***.

1.3. Prices of Strategic Ingredients charged by KO to MEL shall be set in accordance with applicable law and be based on mutual agreement by KO and MEL ***.

1.4. KO and MEL agree to disclose to each other all relevant financial information needed to determine the Net Proceeds so as to timely set Strategic Ingredients prices. The Parties shall keep and maintain complete and accurate books and other records containing data in sufficient detail reasonably necessary to determine Net Proceeds and the allocation thereof to KO and MEL in accordance with Section 5 of this Agreement. Each Party shall have the right, at its own expense, on sixty (60) days prior written notice, to have such books and records (and all reasonably related work papers and other reasonable information and documents necessary for any determination under Section 5) kept by the other Party examined once per calendar quarter by a public accounting firm appointed by the inspecting Party, to verify the completeness and accuracy of such books and records.

1.5. In each calendar year, KO and MEL shall jointly determine on a quarterly basis (or more or less often as KO and MEL may deem appropriate) whether such *** sharing of Net Proceeds has been achieved and, to the extent it has not been achieved, shall take reasonable actions to correct *** within thirty (30) days of the determination of ***. For example, if KO receives more than *** of the Net Proceeds through Strategic Ingredients sales to MEL, the *** will be corrected through an appropriate mechanism to be determined such as a rebate on the price of Strategic Ingredients or by a compensating or offsetting payment by KO in favor of MEL. Similarly, if KO receives less than *** of the Net Proceeds through Strategic Ingredients sales to MEL, the *** will be corrected through an appropriate mechanism to be determined such as adjustment to the price of Strategic Ingredients or by a compensating or offsetting payment by MEL in favor of KO. Neither Party shall receive more than *** of the Net Proceeds, whether by or through Strategic Ingredients sold by KO to MEL, rebates, compensating payments or otherwise.

1.6. Prior to March 1 of each year, KO and MEL shall jointly review and agree to the total amount of the Net Proceeds for the prior calendar year and the method of allocation thereof between them. Any disagreement shall be referred to the Group Financial Officer of KO and the Financial Officer of MEL or their respective designees to attempt resolution of any differences. If such attempt at resolution does not provide resolution within thirty (30) days of submission by either Party, then the dispute shall be adjudicated by arbitration in accordance with Section 24 of this Agreement.

1.7. Not less than sixty (60) days before the end of each calendar year, KO and MEL agree to jointly develop a forecast of Net Proceeds for the subsequent year.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT Z1
Monster Energy International Distribution Coordination Agreement

MEL'S GLOBAL BRANDING AND MARKETING ALLOWANCE

"MEL's Global Branding and Marketing Allowance" shall be set as a percentage of the Distributor Dead Net Net Sales Income (DN NSI) for each country as indicated below. These percentages may change if agreed to in writing between MEL and KO.

In CCE's European territories listed below, MEL's Global Branding and Marketing Allowance as a percentage of DN NSI ***.

In non-CCE territories around the world, MEL's Global Branding and Marketing Allowance as a percentage of DN NSI shall be set based on mutual agreement between KO and MEL.

Country	Percentage of DN NSI
Great Britain, Isle of Man	***
France and Monaco	***
Belgium, The Netherlands, and Luxembourg	***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT Z2
Monster Energy International Distribution Coordination Agreement

NET PROCEEDS LINE ITEM DEFINITION – EXAMPLE

Assumption: Volume = *** Cases

	Per Physical Case Amount (Illustrative)	Total Amount (Illustrative)
Gross Sales	***	***
CMAs (Customer Marketing Allowances) and Trade Spending	***	***
Dead Net Net Sales Income (DN NSI)	***	***
Cost of Sales		

Blend		***	***
Cans		***	***
Sugar		***	***
Secondary Pkg		***	***
Haulage		***	***
Packing Fees		***	***
	Total	***	***
MEL's Global Branding and Marketing Allowance		***	***
*** *for this example* ***			
Point of Sale		***	***
KO/MEL Distributor's Gross Fee		***	***
Net Proceeds		***	***
KO Portion of Net Proceeds =*** *		***	***
MEL Portion of Net Proceeds = ***		***	***

*Note: KO Net Proceeds paid/satisfied through Strategic Ingredients sales to MEL.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

MONSTER ENERGY
DISTRIBUTION AGREEMENT

This MONSTER ENERGY DISTRIBUTION AGREEMENT (the "Agreement") is entered into as of October 3, 2008 (the "Effective Date") between HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC") with offices at 550 Monica Circle, Suite 201, Corona, California 92880, and COCA-COLA ENTERPRISES INC., a Delaware corporation with offices at 2500 Windy Ridge Parkway, Atlanta, Georgia 30339 ("Distributor").

1. Recitals and Definitions.

a. Distributor is a leading producer and distributor of beverages throughout the world and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). KO has designated Distributor, and HBC wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of November 10, 2008, or such other date as may be mutually agreed by the parties in writing, but which in no event shall be later than November 30, 2008 (the "Commencement Date").

b. When used herein the word "Products" means (a) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its national network of full-service distributors such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers and (b) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as HBC, Distributor and KO shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for HBC as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means *** All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

2. Appointment.

a. With effect from the Commencement Date, HBC appoints Distributor, and Distributor accepts appointment, as a distributor of Products only to Distributor's Accounts within the Territory. Such appointment shall only be exclusive if and to the extent so designated on Exhibit C hereto.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Such appointment shall exclude any SKU/s deleted from distribution pursuant to Sections 13.b. or 13.f. below. Unless otherwise agreed in writing by HBC, Distributor specifically covenants not to sell, market, distribute, assign or otherwise transfer (collectively, "Transfer") in any manner any Products except to the Distributor's Accounts which are set forth on Exhibit C, within the Territory. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to HBC's rights hereunder. HBC acknowledges that Distributor intends to appoint certain sub-distributors with respect to certain specified portions of the Territory, all as identified on Exhibit B-1 hereto. Distributor's appointment of sub-distributors, other than the sub-distributors identified on Exhibit B-1 as of the Effective Date, shall be to supplement and augment but not to replace or substitute, wholly or partially, any of Distributor's obligations or any of Distributor's resources, performance capabilities and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor hereby agrees not to Transfer any Products, either directly or indirectly, to any other persons and/or entities located outside the Territory nor to any persons and/or entities within the Territory for Transfer, or to persons or entities with regard to whom Distributor has knowledge or reasonable belief will distribute and/or sell the Products outside of the Territory, except that, subject to all of the terms and conditions of this Agreement, Distributor may Transfer Products to other bottlers or distributors designated by KO that are authorized in writing by HBC for Transfer into such distributor's or bottler's territory.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by HBC to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by HBC to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to any express or implied distribution agreement, course of conduct or other relationship between HBC and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase and/or Transfer or continue to purchase and/or Transfer any products, including Products, or use the Trademarks other than with respect to products sold and delivered by HBC to Distributor, and (iii) shall constitute a separate transaction for each shipment of products actually delivered by HBC to Distributor and/or sub-distributor(s), in HBC's sole and absolute discretion, which HBC shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in HBC's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against HBC including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of HBC with regard to such matters.

d. Distributor has agreed to acquire certain distribution rights held by prior HBC distributors ("Prior Distributor Rights") for the Territory by paying an amount which Distributor and HBC have agreed shall be calculated in accordance with the formula set forth in Exhibit E hereto. As soon as practicable after the Effective Date, HBC shall calculate the estimated amount payable by Distributor in accordance with the formula agreed to between Distributor and HBC as set forth in Exhibit E hereto, which shall be calculated based upon the estimated Sale Volume (as defined below) for the Territory for the period ended October 31, 2008 (the "Estimated Buy-Out Contribution"). No later than fifteen (15) days prior to the Commencement Date, Distributor shall deliver to HBC an irrevocable stand-by letter of credit ("LOC") in favor of HBC in an amount equal to the Estimated Buy-Out Contribution. The LOC shall be issued by a bank acceptable to HBC, shall be in a form and substance acceptable to HBC, and shall otherwise be in the form of attached

Exhibit H. As soon as practicable after October 31, 2008, HBC shall determine the actual Sale Volume for the Territory for the period ended October 31, 2008 in order to calculate the final amount due by Distributor in accordance with the formula set forth in Exhibit E (the "Final Buy-Out Contribution"). As soon as practicable after Distributor's receipt of the amount of the Final Buy-Out Contribution, the parties shall cause the available amount of the LOC to be increased or decreased, as the case may be, to equal the amount of the Final Buy-Out Contribution. From time to time, as and when HBC determines the various applicable amounts due by HBC to acquire the Prior Distribution Rights, HBC may give one or more written notice/s (the "Payment Notice/s") to Distributor specifying the amount/s to be paid by Distributor to HBC from time to time. The aggregate amount due under all Payment Notices shall not exceed the Estimated Buy-Out Contribution initially, and then the Final Buy-Out Contribution, when that amount has been determined. If Distributor fails to pay HBC the amount set forth in any Payment Notice/s within seven (7) business days after delivery of such Payment Notice/s to Distributor, HBC shall be entitled to draw under the LOC the amount/s set forth in the Payment Notice/s, without prejudice to any other rights and remedies that HBC may have under this Agreement or at law. All Payment Notices shall be sent to the address set forth in Section 36. Distributor shall be and remain obligated to pay to HBC any shortfall between the Final Buy-Out Contribution and the aggregate amount received by HBC under the LOC and all Payment Notices. Distributor, with the commercially reasonable cooperation of HBC, may, from time to time, cause the available amount of the LOC to be reduced to the extent of payments made by Distributor to HBC pursuant to the Payment Notices, and may cause the cancellation of the LOC at such time that the aggregate of such payments made by the Distributor, plus any amounts drawn under the LOC under this Section, equal the Final Buy-Out Contribution. The parties acknowledge and agree that in determining the Final Buy-Out Contribution it will be necessary for HBC to make allocations and estimates of the Sales Volumes of the Products in certain portions of the Territory based upon such information as may be made available to it by prior HBC distributors. HBC agrees that in making any such allocations or estimates it shall be required to and shall act reasonably and in good faith. HBC shall provide to Distributor copies of the written records relied upon by HBC to reasonably allocate, estimate and determine the Final Buy-Out Contribution, for review by Distributor, and Distributor hereby agrees to maintain such information and records in strict confidence. The Final Buy-Out Contribution paid by Distributor to HBC shall be used by HBC to acquire or terminate the Prior Distributor Rights (including without limitation, any payments due to Anheuser-Busch, Inc.) and any shortfall necessary to accomplish that goal shall be borne by HBC and any excess shall be paid to and/or retained by HBC. "Sale Volume" means the aggregate number of cases of Products sold and to be sold by any prior distributors and to be sold by Distributor in the Territory or referenced portion thereof during the twelve (12) month period ended on a referenced date. For the avoidance of doubt, HBC shall acquire, terminate or replace the Prior Distributor Rights and bear the deficiency, if any, between the amount of the Final Buy-Out Contribution and the cost of acquiring or terminating the Prior Distributor Rights, whether or not the Final Buy-Out Contribution is sufficient.

e. HBC may from time to time designate additional territory ("Additional Territory"), which HBC reasonably determines to be within such proximity to the Territory as to make incorporation of the Additional Territory desirable. If HBC gives Distributor written notice of such designation of Additional Territory, Distributor shall use its commercially reasonable good faith efforts to add the Additional Territory by execution of an amendment of Exhibit B to this Agreement if Distributor has other distribution activities in the Additional Territory.

f. If HBC reasonably determines that it is unable to deliver to Distributor any portion/s of the Territory in the United States that has/have an aggregate Sale Volume as of the Commencement Date estimated by HBC at not more than *** percent *** of the total Sale Volume as of the Commencement Date in the entire Territory in the United States, then, with reasonable notice to Distributor of the identity of the territory to be replaced and the replacement territory, HBC may delete such portion/s of the Territory and replace such portion/s by *** with one or more replacement territory/ies in the United States that has/have Sale Volume for the

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period ended as of the Commencement Date which is reasonably estimated by HBC to be comparable to the Sale Volume for the period ended as of the Commencement Date of the deleted portion/s of the Territory. Such replacement territory must be (i) territory where Distributor has other distribution activities for KO and (ii) large enough to support efficient operations, but may not be in ***. HBC shall use commercially reasonable good faith efforts to expeditiously inform Distributor of any Territory that is to be deleted and of the identity of the replacement territory.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to aggressively promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory (except to accounts reserved for HBC pursuant to Exhibit C and those National Accounts (as defined below) that are serviced directly by HBC in accordance with Section 14). Distributor shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the

Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable good faith efforts to manage all Distributor sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of HBC;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b. below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

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h. Permit HBC representatives to work sales routes with Distributor's salesmen in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum warm and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information as may be reasonably requested by HBC;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers; and

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by HBC's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles.

4. Prices. The prices of Products shall be as set forth in HBC's then current price list as the same may be changed from time to time by HBC upon *** prior written notice to Distributor.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery with a lead time of at least ten (10) days and shall be subject to acceptance by HBC in HBC's reasonable discretion. If HBC is unable to accept an order for any reason, then HBC will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or

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inconsistency between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of HBC's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

6. Payment.

a. Distributor shall promptly pay the prices of Products in full (without deduction or set off for any reason) no later than *** from date of invoice unless HBC otherwise agrees in writing. Distributor and HBC shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse HBC for any costs and expenses incurred by HBC in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at the *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

b. Distributor acknowledges that it is aware that HBC and KO have entered into a distribution coordination agreement (as it may be amended from time to time, the "Distribution Coordination Agreement") under the terms of which KO has agreed to facilitate and coordinate HBC and certain KO Bottlers entering into distribution arrangements, and after such arrangements have been entered into, to provide assistance with the collection and analyses of sales and marketing information concerning the Products, review and potentially make available for the benefit of HBC and KO various Distributor logistical arrangements, facilities and systems, and provide other assistance. In consideration thereof, Distributor agrees to pay to KO a fee calculated in accordance with the formula set forth on attached Exhibit F (the "Facilitation Fee"). Each HBC invoice to Distributor will include the Facilitation Fee, which shall be payable by Distributor in accordance with the terms of the applicable HBC invoice. HBC will in turn remit the Facilitation Fee received from Distributor to KO on a monthly basis. Distributor acknowledges and agrees that (i) HBC may, at any time, assign to KO its rights to collect the Facilitation Fee, which will allow KO to directly take action against Distributor to collect any Facilitation Fee owing from Distributor, (ii) HBC may agree to pay or provide KO with other fees or benefits as consideration for KO's performance of its obligations under the Distribution Coordination Agreement, and (iii) to the extent necessary, Distributor consents to the provisions of this Section 6.b.

7. Title. Title to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecasts and Delivery.

a. Distributor shall provide HBC with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to HBC no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by HBC for delivery to Distributor in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing HBC forecasts in accordance with Section 8.a. above, HBC agrees to (i) use commercially reasonable good faith efforts to deliver Products to Distributor within ***, in the case of Monster and Monster LoCarb Products sold in 24-pack/16 oz. cases, and within *** in the case of all other Products, of HBC's receipt of purchase orders for Products in compliance with Sections 5 and 8.a. above, and (ii) deliver Products to Distributor with at least ***

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of shelf life remaining at the time of delivery. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by HBC are merely approximate and that HBC shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of HBC's failure to comply with its obligations under this Section 8.

c. HBC shall use commercially reasonable means to cause packing and packaging to comply with all applicable state, federal and local law and packing and packaging to be accompanied by bills of lading or pallet tags or other documentation to comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time created, adopted, used, registered, or been issued in the United States of America or in any other location in connection with HBC's business or the Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with HBC's policies and instructions, and HBC reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by HBC in writing or differs materially from a use previously approved by HBC in writing) shall be subject to the prior written consent of HBC, which HBC may withhold in its sole and absolute discretion. Distributor shall submit to HBC in writing each different proposed use of the Trademarks in any medium.

d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, HBC shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that HBC provides to it in writing.

f. Upon the termination of this Agreement, Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify HBC of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at HBC's expense and upon HBC's request, assist in such legal proceedings as HBC will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in accordance with HBC's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at HBC's expense, assist HBC in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall aggressively distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and promotional programs that are mutually agreed upon by HBC and Distributor from time to time. Distributor acknowledges that (a) HBC has no obligation to market and promote the Products, and (b) HBC makes no, and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with HBC's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the twentieth (20th) anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, this Agreement shall, subject to being terminated by either party pursuant to the terms of this Agreement, continue and remain in effect, unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or any subsequent anniversary of the Commencement Date, as the case may be (collectively, the "Term"). A "Contract Year" means any calendar year during the Term and the period from the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls.

12. Termination.

a. Termination for Cause.

(i) Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A) Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it can not reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either HBC or

Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay to the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee; provided that if this Agreement is terminated by Distributor within three (3) years of the Effective Date as a result of HBC's breach, the severance payment shall be equal to the Breach Severance Payment or the Final Buy-Out Contribution (as defined above), whichever is greater.

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days

after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking), or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C) Agreement. Mutual written agreement of the parties.

(ii) Termination by HBC. HBC may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, if (x) Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained HBC's prior written consent thereto (which consent may be withheld in HBC's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO or (y) there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets, without the prior written consent of HBC, which HBC shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any Contract Year, provided HBC has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(C) If all or any of the Concurrent Agreements (as defined below) are terminated by Distributor or Coca-Cola Bottling Company, a Nova Scotia corporation ("CCBC") without cause or terminated by HBC or MEL, as the case may be, as a result of a breach by Distributor or CCBC, as the case may be, then HBC shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by HBC to Distributor. Any such termination shall be effective upon Distributor's receipt of HBC's written notice of termination, and HBC shall not be liable to Distributor or otherwise obligated to pay to Distributor any severance payment or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the

business of Distributor or in reliance on the existence of this Agreement. HBC's right to terminate this Agreement under this Section 12.a.(ii)(C) shall be independent of any other rights or remedies of HBC under this Agreement. The "Concurrent Agreements" mean (i) the Monster Energy International Distribution Agreement dated concurrently herewith between Tauranga Ltd., an Irish company ("MEL") and Distributor, (ii) the Monster Energy Canadian Distribution Agreement dated concurrently herewith between HBC and CCBC, and (iii) the Monster Energy Belgian Distribution Agreement dated concurrently herewith between MEL and Distributor.

(iii) Termination by Distributor. Distributor may terminate this Agreement at any time:

(A) If HBC fails to deliver to Distributor at least *** percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to HBC written notice of such failure and HBC has failed to remedy such deficiency within thirty (30) days of HBC's receipt of such notice; and

(B) If all or any of the Concurrent Agreements are terminated by HBC or MEL, as the case may be, without cause or terminated by Distributor or CCBC, as the case may be, as a result of HBC's or MEL's breach, as the case may be, then Distributor shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by Distributor to HBC. Any such termination shall be effective upon HBC's receipt of Distributor's written notice of termination, and Distributor shall not be liable to HBC or otherwise obligated to pay to HBC any severance payment or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of HBC or in reliance on the existence of this Agreement. Distributor's right to terminate this Agreement under this Section 12.a.(iii)(B) shall be independent of any other rights or remedies of Distributor under this Agreement.

b. Complete or Partial Termination By HBC Without Cause and Severance Payment.

(i) HBC or any successor to HBC, shall have the right at any time, upon sixty (60) days written notice (or such longer period as HBC may determine, in its sole discretion) to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination") and/or (C) Distributor's right to sell Products in a portion of the Territory (a "Partial Territory Termination"). Without in any way detracting from the foregoing, to the extent that any Partial Territory Termination by HBC relates to any portion/s of the Territory that represents more than *** percent *** of the Sale Volume of the entire Territory for the period ended as of the last day of the month preceding such Partial Territory Termination, then HBC shall be obligated to make available to Distributor replacement territory/ies reasonably satisfactory to Distributor as set forth in Section 2(f) having Sale Volume for the period ended the same date comparable to the Sale Volume of the portion of the Territory/ies terminated, but only to the extent exceeding *** percent *** of the Sale Volume of the entire Territory for the period ended the same date.

(ii) In the event of a Complete Termination or Partial Product Termination, HBC or its successor, as the case may be, shall pay to Distributor a severance payment calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination, or

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Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by HBC to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) HBC's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to HBC. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee.

(iii) In the event of a Partial Territory Termination, HBC or its successor, as the case may be, shall pay to Distributor a severance payment with respect to the Products which are the subject of the termination, calculated on the same basis as the Product Severance Payment, but only with respect to that portion of the Territory which is the subject of the Partial Territory Termination, less the amount, if any, Distributor may receive from the assignee of its rights under this Agreement, and shall be paid within the period provided in Section 12.b.(ii) above (the "Territory Severance Payment"). No Territory Severance Payment shall be payable by HBC to Distributor if, and to the extent, HBC delivers to Distributor replacement territory/ies in accordance with Sections 2.f. and 12.b.(i) above.

(iv) Proviso. If this Agreement is terminated prior to the third anniversary of the Commencement Date and if a Product Severance Payment or Territory Severance Payment is payable under Section 12.b.(ii) or 12.b.(iii) above, respectively, then the Product Severance Payment or Territory Severance Payment, as applicable, shall, subject to the last sentence of this Proviso, be no less than (A) *** percent *** of the "Final Buy-Out Contribution" (as defined above) if such termination occurs within six (6) months of the Commencement Date, (B) *** percent *** of the Final Buy-Out Contribution if such termination occurs after six (6) months of the Commencement Date but prior to the first anniversary of the Commencement Date, (C) *** percent *** of the Final Buy-Out Contribution if such termination occurs after the first anniversary of the Commencement Date, but prior to the second anniversary of the Commencement Date, and (D) the Final Buy-Out Contribution if such termination occurs after the second anniversary of the Commencement Date, but prior to the third anniversary of the Commencement Date. If such termination occurs after the third anniversary of the Commencement Date, the provisions of this Proviso shall fall away and be of no further force and effect and any Product Severance Payment or Territory Severance Payment that may be payable by HBC or its successor to Distributor shall not be increased or adjusted in any way pursuant to the provisions of this Proviso.

For purposes of computing the Territory Severance Payment under this Section 12.b.(iv), the Final Buy-Out Contribution shall be multiplied by a fraction, the numerator of which shall be the Sale Volume in the terminated Territory for the period ended on the last day of the month immediately preceding the month in which the Partial Territory Termination occurs and the denominator of which shall be the Sale Volume in the entire Territory for the same period. For purposes of computing the Product Severance Payment under this Proviso, in the event of a Partial Product Termination, the Final Buy-Out Contribution shall be multiplied by a fraction, the numerator of which shall be the number of cases of Products terminated by such Partial Product Termination sold by Distributor during the twelve (12) month period ending on the last day of the month immediately preceding the month in which the Partial Product Termination occurs and the denominator of which shall be the total number of cases of Products sold by Distributor for the same period.

c. Distributor Termination Without Cause and Severance Payment.

(i) Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon two (2) years written notice to HBC if such notice is given prior to the *** of the Commencement Date, or upon one (1) year's written notice if such notice is given after the *** of the Commencement Date.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(ii) If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to HBC a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The computation of the Distributor's "average gross profit per case" shall exclude the Facilitation Fee. If such notice is given by Distributor and thereafter, prior to the *** of the Commencement Date, this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of HBC's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement (collectively, a "Termination Breach"), within the two (2) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***. If after the *** of the Commencement Date but prior to the *** of the Commencement Date termination of this Agreement occurs due to a Termination Breach within the two (2) year notice period then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***. If, after *** of the Commencement Date termination of this Agreement occurs due to a Termination Breach within the one (1) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***.

(iii) At any time, and from time to time after Distributor gives HBC written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, HBC may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products prior to the expiration of any notice period, in which event HBC shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i) The Breach Severance Payment, Product Severance Payment and/or the Territory Severance Payment payable by HBC to Distributor pursuant to the provisions of Section 12.a.(i)A., Section 12.b.(ii) and/or Section 12.b.(iii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against HBC as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall HBC be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii) The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to HBC pursuant to the provisions of Section 12.a.(i)(A). and Section 12.c.(ii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute HBC's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that

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HBC may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to HBC by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of HBC or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

(i) HBC shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

(ii) All amounts payable by Distributor to HBC or by HBC to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii) Except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv) HBC and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause HBC to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v) Any Breach Severance Payment, Product Severance Payment, Territory Severance Payment and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e.(v), a "Severance Payment") payable in accordance with this Agreement by either HBC or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. HBC and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either HBC or Distributor will incur as a result of such applicable termination. Therefore, HBC and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event of termination of this Agreement pursuant to this Section 12 is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event HBC continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that any such action shall not constitute a waiver of HBC's rights under this

Agreement or a reinstatement, renewal or continuation of the term of this Agreement. HBC and Distributor agree that if HBC continues to supply Products to Distributor following the termination of this Agreement, (i) Distributor shall be prohibited from selling or otherwise transferring Products except to Distributor's Accounts within the Territory, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in HBC's invoice, and (iii) HBC shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i) During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and (D) generally cooperate with HBC in relation to the transition to any new distributor appointed by HBC for the Territory.

(ii) For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, HBC shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by HBC in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that HBC makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, HBC and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling (measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year.

c. Not less than sixty (60) days before the end of the then-current Contract Year, HBC and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in Section 13.d below. The parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Commencement Date of this Agreement.

d. HBC and Distributor shall also agree to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2008 calendar year will be to integrate Products into the Distributor distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement. In years subsequent to 2008 Performance Targets shall consist of executional measures such as distribution levels, quality of distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2009 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i) The Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand shall be not less than the national average distribution levels of the leading energy brand within the Territory measured at the commencement of each applicable year, which shall be primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports"). If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year;

(ii) The Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii) A commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) HBC's failure to deliver Products in accordance

with this Agreement or (B) HBC's failure to obtain the listing of a Product SKU in a retail chain for which HBC and Distributor have agreed in writing that HBC is to be solely responsible, or (C) HBC's failure to contribute its agreed share of the parties funding obligation as set forth in Exhibit G.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that HBC will not unreasonably withhold its approval to the deletion of any applicable SKU/s. HBC may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is/are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions, as the case may be. Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's be deleted from distribution in any rolling *** period.

g. Promotional activities shall be regulated as follows:

(i) The estimated costs of promotional activities shall be allocated equally between HBC and Distributor thirty (30) days prior to the commencement of a calendar year on a cost per-case basis of Products.

(ii) The promotional activities costs are to be shared between Distributor and HBC as set forth in Exhibit G. The parties agree that the costs for the Promotional Activities shall be reconciled each quarter and that the estimate for the costs of Promotional Activities in the subsequent quarter may be adjusted provided there is mutual agreement.

(iii) HBC and Distributor shall periodically meet and may mutually agree to further programs and campaigns not included in the Promotional Activities.

(iv) Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment and vending machines. Distributor shall be responsible for creating marketing materials for submission to HBC for its final written approval. Distributor shall not use marketing materials unless approved by HBC in writing; provided that if HBC does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, HBC shall be deemed to have approved such suggested marketing materials.

14. National Accounts. The provisions of this Section shall apply only to accounts that have been assigned exclusively to Distributor in terms of Exhibit C hereto. Distributor agrees that should HBC wish to supply Products to any National Account (as defined below), HBC shall be entitled to make arrangements directly with such National Account and establish the terms of sale of Products to such National Account and the prices therefor, which shall take into account the prices then being offered by Distributor and/or other distributors within whose territory the National Account has outlets, to such National Account or similar categories of customer. "National Account" shall mean a customer that sells at retail in more than fifty (50) stores and in multiple states. Should such National Account have one or more outlets within the Territory ("Outlets"), and agree to Outlets being serviced by Distributor, Distributor agrees to service the Outlets in accordance with such arrangements and on the same terms and at the same prices as HBC shall have agreed with the National Account concerned. Notwithstanding the foregoing, Distributor shall be entitled to elect not to service the Outlets by giving prompt written notice of such election to HBC. Should the National Account not agree to the Outlets being serviced by Distributor or should Distributor elect not to service the Outlets, HBC shall be entitled to service the Outlets directly. Both Distributor and HBC agree to use reasonable commercial good faith efforts to obtain the agreement of National Accounts to use DSD distribution with respect to the National Accounts. To the extent HBC services the Outlets directly and to the extent that HBC makes a commitment for funds or support in excess of what was agreed to by Distributor, any such excess shall be borne by HBC. In the event HBC services the Outlets directly, HBC shall pay to Distributor, during the remaining term of this Agreement, an amount equal to *** percent

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*** of the Distributor's average gross profit per case per Product line, calculated in accordance with the provisions of Section 12.a.(i)(A) above, for each case of Products sold by HBC to the Outlets within a reasonable time after receipt by HBC of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by HBC to the Outlets during any period shall be determined by multiplying the total number of cases of Products sold by HBC directly to such National Account or regional division of such National Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of Outlets within the Territory and the denominator of which shall be the total number of Outlets that the National Account has within the United States or within the regional division of such customer, as the case may be. Distributor shall not be liable to pay the Facilitation Fee on HBC's direct sales to National Accounts.

15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to HBC that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. HBC's Representations and Warranties.

a. HBC represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require HBC to breach any obligation to, or agreement or confidence with, any other person or entity.

b. HBC warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by HBC to, or on the order of, Distributor are hereby guaranteed as of the date of such shipment to be, on such date, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act") or within the meaning of any substantially identical and applicable state food and drug law, if any, and are not articles which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce.

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c. HBC warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for HBC's breach of HBC's representations in Sections 17.b. and 17.c above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. HBC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless HBC and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from (i) the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that HBC gives Distributor written notice of any indemnifiable claim and HBC does not settle any claim without Distributor's prior written consent, or (ii) as set forth on attached Exhibit I which is incorporated in this Section 19 by this reference.

b. HBC shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of HBC's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by HBC, (iii) any prior distributor of Products in the Territory, (iv) any HBC marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used, (B) do not comply with applicable health, safety, and environmental standards imposed in the Territory, or (C) do not comply with the Safety Orders of the State of California Division of Industrial Safety and Proposition 65; provided that Distributor gives HBC written notice of any indemnifiable claim and Distributor does not settle any claim without HBC's prior written consent.

c. If any action or proceeding is brought against Distributor, HBC or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the

Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, HBC and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

- Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

- Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

- Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums.

21. Competing Products. The provisions of Section 21 are set forth on attached Exhibit J and are incorporated in this Section 21 by this reference.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of both parties.

23. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship between HBC and Distributor is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws).

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event") including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. This Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is

intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if HBC determines that an event, incident or circumstance has

occurred which may require a recall or market withdrawal, HBC shall advise Distributor of the circumstances by telephone or facsimile. HBC shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. HBC shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to HBC for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of HBC or the Products, and shall notify HBC of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Severability. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Provisions Required of a Federal Contractor. If reasonably required by Distributor, HBC shall use its commercially reasonable best efforts to deliver to Distributor such warranties and/or representations in the form that HBC has customarily provided to governmental authorities and/or agencies to facilitate sales by Distributor to Distributor's Accounts requiring such warranties and/or representations. Such representations shall be in favor of such governmental authorities and/or agencies and may include one or more or all of the following topics:

a. Made in America. The Products were mined or produced in the 50 United States, the District of Columbia, or such other U.S. possession as is permitted by The Buy American Act, or that the Aluminum Bottles qualify as a domestic end product under said Act.

b. Nondiscrimination in Employment. Unless this contract is exempted, there is be incorporated in an applicable warranty and/or representation reference to the provisions of Section 202, the equal opportunity clause of Executive Order 11246, as amended, Section 60.7415, the affirmative action clause of the regulations under the Rehabilitation Act of 1973, and Section 60.250.5, the affirmative action clause of the regulations under 38 U.S.C. § 4212, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and similar state and local law requirements.

c. Executive Order 13201 Compliance (Beck Rights). If applicable, HBC agrees to comply with the provisions of 29 C.F.R. Part 470.

d. 31 U.S.C.S. Section 1352 Compliance. If applicable, HBC shall comply with 31 U.S.C.S. § 1352.

If HBC fails to provide or comply with any such warranty and/or representation in a timely fashion or at all, then such failure shall not entitle Distributor to make any claim for breach or termination of this Agreement

or allow Distributor to enforce any remedy under this Agreement as a result of non-compliance with or a violation of any such warranties or representations.

34. Distributor Suppliers Guiding Principles.

HBC has been informed by Distributor that the following are Distributor Suppliers Guiding Principles (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of HBC under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the parties and neither party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s). The preceding sentence shall not detract from the parties respective rights and obligations under Section 19 above.

· Laws and Regulations – Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of Products.

· Child Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national child labor laws.

· Forced Labor - Each party will use commercially reasonable good faith efforts to not use forced, bonded, prison, military or compulsory labor.

· Abuse of Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

· Freedom of Association and Collective Bargaining - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on freedom of association and collective bargaining.

· Discrimination - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national discrimination laws.

· Wages and Benefits - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national wages and benefits laws.

· Work Hours and Overtime - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national work hours and overtime laws.

· Health and Safety - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national health and safety laws.

· Environment - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national environmental laws.

35. Publicity. HBC and Distributor each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the parties prior to release. Thereafter, each party agrees to use commercially reasonable efforts to consult with the other party regarding any public, written announcement which a party reasonably anticipates would be materially prejudicial to the other party. Nothing provided herein, however, will prevent either party from (a) making and continuing to make any statements or other disclosures it deems required, prudent or desirable under applicable Federal or State Security Laws (including without limitation the rules,

regulations and directives of the Securities and Exchange Commission) and/or such party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no confidential information is disclosed. If a party breaches this Section 35 it shall have a seven (7) day period in which to cure its breach after written notice from the other party. A breach of this Section 35 shall not entitle a party to damages or to terminate this Agreement.

36. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: Chief Financial Officer
Telecopy: (770) 989-3784

For Payment Notices:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: Treasurer
Telecopy: (770) 989-3061

with a copy to:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Attention: General Counsel
Telecopy: (770) 989-3784

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

37. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

38. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

39. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

40. Confidentiality. During the Term, each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligation shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(*Signature page/s follows*.)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

HANSEN BEVERAGE COMPANY		COCA-COLA ENTERPRISES INC.	
By:	/s/ Rodney Sacks	By:	/s/ William W. Douglass III
Name:	Rodney Sacks	Name:	William W. Douglass III
Its:	Chairman	Its:	EVP & Chief Financial Officer

EXHIBIT A
Monster Energy Distribution Agreement

INITIAL PRODUCT LIST

Category (All SKU's)	
MONSTER	x
MONSTER ASSAULT	x
MONSTER BFC	x
MONSTER KHAOS	x
MONSTER LO CARB	x
MONSTER M80	x
MONSTER MIXXD	x
ALL JAVA MONSTER SKU's (including Originale, Mean Bean, Loca Moca, Nut-UP, Russian, Irish Blend, Lo-Ball, and Chai Hai)	x
MONSTER HITMAN ENERGY SHOOTER	x

MONSTER HEAVY METAL x

LOST ENERGY 16 OZ. SKU's (Regular, Five-O and Cadillac) ***

RUMBA/SAMBA/TANGO ENERGY. Distribution to *** in accordance with a Marketing Plan to be agreed upon by the parties in writing by ***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT B
Monster Energy Distribution Agreement

THE TERRITORY

See attached maps.

In the event of a dispute with respect to territorial boundaries between two adjacent distributors, Hansen Beverage Company shall have the right to decide such dispute in its sole discretion, and any such decision shall be final and binding upon the parties.

***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT B-1
Monster Energy Distribution Agreement

SUB-DISTRIBUTORS

Sub-Distributor	Territory
BCI Coca-Cola Bottling Company of Los Angeles	California, Oregon, and Washington
The Laredo Coca-Cola Bottling Company, Inc.	The area around Laredo, Texas.
Bryan Coca-Cola Bottling Company	The area around Bryan, Texas.

EXHIBIT C
Monster Energy Distribution Agreement

THE ACCOUNTS

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive ***, ****	Accounts Reserved for HBC ***, ****
Convenience Stores			
Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for the Continental United States ("CONUS")			
Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States ("OCONUS")			

Military – Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
*** Delineations of exclusivity for accounts have been redacted.

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive ***, ****	Accounts Reserved for HBC ***, ****
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			
Alcoholic Lic. On-Premise*			
Trader Joe's			
General Sports Retailers (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)			
Club Stores			
Vending			
All other accounts not falling within the descriptions listed above			

* Alcoholic Licensed On-Premise Accounts means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

HBC Initials: _____
Distributor Initials: _____

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
Monster Energy Distribution Agreement

THE TRADEMARKS

HANSEN'S

HANSEN'S NATURAL

MONSTER ENERGY

MONSTER

 MONSTER

 MONSTER ENERGY

MONSTER ASSAULT

MONSTER BFC

MONSTER KHAOS

MONSTER LO CARB

UNLEASH THE BEAST

MONSTER M80

MONSTER MIXXD

JAVA MONSTER (including Originale, Mean Bean, Loca Moca, Nut-UP, Russian, Irish Blend, Lo-Ball, and Chai Hai)

MONSTER HITMAN ENERGY SHOOTER

MONSTER HEAVY METAL

LOST ENERGY (including Regular, 5-0, and Cadillac)

RUMBA ENERGY JUICE

SAMBA ENERGY JUICE

TANGO ENERGY JUICE

EXHIBIT E
Monster Energy Distribution Agreement

(Section 2.d)

ESTIMATED BUY-OUT CONTRIBUTION

The pre-agreed rate shall be ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F
Monster Energy Distribution Agreement

(Section 6.b.)

FACILITATION FEE

The Facilitation Fee payable by Distributor to HBC and then by HBC to KO shall be equal to *** per case of 24 units and *** per case of 12 units of Products sold by HBC to the Distributor, but excluding any free or bonus unit or units used for sampling. Any other case configuration to be mutually agreed between CCE and KO.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT G
Monster Energy Distribution Agreement

PROMOTIONAL ACTIVITIES COSTS

Discount and allowances, price promotions and other customer discount activities ("D&A"):

Distributor shall contribute *** for D&A up to a total of *** per 24-unit 16 oz. case, (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price by Distributor to Distributor's Accounts. Thus, Distributor's contribution shall be no more than *** per 24-unit 16 oz. case of Products (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price on the above programs. If additional D&A is necessary to achieve a promotional price to be offered to a customer as agreed by HBC and Distributor, then HBC shall contribute any amount required above ***. The frequency of customer promotional discount programs requiring D&A shall be agreed in the Annual Business Plan. D&A may be paid by either HBC or Distributor to the customer and reconciled periodically.

Trade Marketing Programs including shelf buys, CMA's, free cases, coupons, corporate/retailer rebates, sales force incentives, POS, samples, meeting competition price offers ("TMP").

Distributor shall contribute an amount equal to *** on all TMP programs. All TMP programs shall be agreed upon and form part of the Annual Business Plans and shall include such additional TMP programs as may be mutually agreed upon from time to time by the parties. In exceptional cases, such as Trophy or Prestige accounts, either party may voluntarily agree to contribute more than its *** share to cover any specific TMP programs. TMP may be paid by either HBC or Distributor to the customer and reconciled periodically.

Equipment.

HBC shall permit Distributor to manage all equipment that HBC owns in the Territory as of the Effective Date. Distributor shall not be required to repair or service such HBC equipment owned by HBC as of the Effective Date. Distributor shall use commercially reasonable efforts to place Products in all Distributor's equipment where appropriate and desired by the Distributor's Account. Distributor shall reimburse HBC for *** of the cost of equipment that Distributor and HBC agree that HBC purchase for the Territory in the future and which shall be managed by Distributor.

Miscellaneous.

If HBC calls on or assists Distributor in calling on Distributor's Accounts, to the extent that HBC makes a commitment for funds or support in excess of what is provided above or was agreed to by Distributor and HBC, any such excess shall be borne by ***.

The parties' respective rights and obligations under this Exhibit G shall be revised and amended from time to time to reflect then-prevailing conditions by written agreement of the parties to be arrived at after good faith discussions and negotiation. If the parties are unable to agree upon an amendment requested by either party, such disagreement shall be referred to arbitration in accordance with Section 26 of the Agreement.

All amounts provided above shall be adjusted from time to time to account for changes in selling prices or other adjustments that may occur from time to time to conform to prevailing beverage industry practices relating to the Energy Drink category. The amounts of such adjustments shall be mutually agreed in writing by the parties from time to time.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT H
Monster Energy Distribution Agreement

FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF

CREDIT NO _____ DATE _____

BENEFICIARY: APPLICANT:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. IN YOUR FAVOR AS BENEFICIARY, IN AN AMOUNT NOT TO EXCEED IN THE AGGREGATE U.S. DOLLARS (AMOUNT IN WORDS) AND 00/100 **U.S.$ ** FOR THE ACCOUNT OF THE APPLICANT AVAILABLE BY PAYMENT AGAINST PRESENTATION OF YOUR DRAFT(S) DRAWN AT SIGHT ON OURSELVES ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

YOUR MANUALLY EXECUTED ORIGINAL STATEMENT PURPORTED TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY STATING THE FOLLOWING:

"THE UNDERSIGNED, BEING A DULY AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY HEREBY CERTIFIES THAT PAYMENT BY (APPLICANT) IS DUE UNDER ONE OR MORE OF THE TERMS OF THAT CERTAIN AGREEMENT DATED AS OF THAT EXISTS BETWEEN AND . (BENEFICIARY) HAS GIVEN WRITTEN NOTICE TO PURSUANT TO THE TERMS OF THE AGREEMENT AND SUCH PAYMENT HAS NOT BEEN MADE UP TO THIS DATE OF DRAWING UNDER THIS LETTER OF CREDIT AND THE TERMS AND CONDITIONS OF THE AGREEMENT AUTHORIZE TO NOW DRAW DOWN ON THE LETTER OF CREDIT. WE FURTHER CERTIFY THAT WILL APPLY FUNDS DRAWN UNDER THIS LETTER OF CREDIT TO SATISFY [APPLICANTS] OBLIGATIONS UNDER THE AGREEMENT AND THE AMOUNT OF USD (INSERT DRAW AMOUNT) IS NOW DUE AND PAYABLE."

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS OR REFERENCES IN SUCH OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND ANY SUCH DOCUMENTS, INSTRUMENTS OR AGREEMENTS SHALL NOT BE DEEMED INCORPORATED HEREIN BY SUCH REFERENCES.

PARTIAL DRAWINGS MAY BE MADE UNDER THIS LETTER OF CREDIT, PROVIDED HOWEVER, THAT EACH SUCH DEMAND THAT IS PAID BY US SHALL REDUCE THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

DRAFT(S) MUST BE PRESENTED TO THE DRAWEE NOT LATER THAN (THE "EXPIRATION DATE") AND MUST BE MARKED "DRAWN UNDER DEUTSCHE BANK AG NEW YORK BRANCH LETTER OF CREDIT NO. DATED "

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NUMBER 600.

COMMUNICATIONS TO US REGARDING THIS LETTER OF CREDIT MUST BE IN WRITING AND MUST BE ADDRESSED TO US AT 60 WALL STREET, NEW YORK, NEW YORK 10005, FLOOR, STANDBY LETTER OF CREDIT UNIT, SPECIFICALLY REFERRING TO THIS LETTER OF CREDIT BY ITS NUMBER.

VERY TRULY YOURS,

AUTHORIZED SIGNATURE AUTHORIZED SIGNATURE

EXHIBIT I
Monster Energy Distribution Agreement

INDEMNIFICATION

Distributor shall indemnify, defend, and hold harmless HBC and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party ***, whether groundless or otherwise, and from and against any and all third party claims ***, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character *** and/or its affiliates or any change in, or termination of, ***, unless solely attributable to HBC's alleged wrongful conduct which is unrelated to this Agreement or any other agreement between the parties entered into concurrently herewith, provided that HBC gives Distributor written notice of any indemnifiable claim and HBC does not settle any claim without Distributor's prior written consent.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT J
Monster Energy Distribution Agreement

COMPETITIVE PRODUCTS

Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended

MONSTER ENERGY
CANADIAN DISTRIBUTION AGREEMENT

This MONSTER ENERGY CANADIAN DISTRIBUTION AGREEMENT (the "Agreement") is entered into as of October 3, 2008 (the "Effective Date") between HANSEN BEVERAGE COMPANY, a Delaware corporation ("HBC") with offices at 550 Monica Circle, Suite 201, Corona, California 92880, and COCA-COLA BOTTLING COMPANY, a Nova Scotia corporation ("Distributor"), with offices at 42 Overlea Boulevard, Toronto, Canada ON MH4 1B8.

1. Recitals and Definitions.

a. Distributor is a leading producer and distributor of beverages throughout Canada and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). HBC wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of January 1, 2009, or as soon as practicable after all necessary approvals are obtained by HBC and Distributor (the "Commencement Date").

b. When used herein the word "Products" means (a) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its national network of full-service distributors such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers and (b) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as HBC, Distributor and KO shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation, 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for HBC as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means any ***. All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

c. Coca-Cola Ltd, a corporation organized and existing under the laws of Canada, with principal offices at 3389 Steeles Avenue East, Suite 500, Toronto, Ontario, M2H 3S8 – Canada ("CCL") is willing to provide the services set forth in Section 6.b of this Agreement, and Distributor wishes to appoint CCL to perform such services with respect to the Products as part of Distributor's sale of Products in the Territory, with performance to commence as of the Commencement Date.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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2. Appointment.

a. With effect from the Commencement Date, HBC appoints Distributor, and Distributor accepts appointment, as a distributor of Products only to Distributor's Accounts within the Territory. Such appointment shall only be exclusive if and to the extent so designated on Exhibit C hereto. Such appointment shall exclude any SKU/s deleted from distribution pursuant to Sections 13.b. or 13.f. below. Unless otherwise agreed in writing by HBC, Distributor specifically covenants not to sell, market, distribute, assign or otherwise transfer (collectively, "Transfer") in any manner any Products except to the Distributor's Accounts which are set forth on Exhibit C, within the Territory. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to HBC's rights hereunder. HBC acknowledges that Distributor intends to appoint certain sub-distributors with respect to certain specified portions of the Territory. Distributor's appointment of sub-distributors shall be to supplement and augment but not to replace or substitute, wholly or partially, any of Distributor's obligations or any of Distributor's resources, performance capabilities, and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor hereby agrees not to Transfer any Products, either directly or indirectly, to any other persons and/or entities located outside the Territory nor to any persons and/or entities within the Territory for Transfer, or to persons or entities with regard to whom Distributor has knowledge or reasonable belief will distribute and/or sell the Products outside of the Territory, except that, subject to all of the terms and conditions of this Agreement, Distributor may Transfer Products to other bottlers or distributors designated by KO that are authorized in writing by HBC for Transfer into such bottler's or distributor's territory.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by HBC to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by HBC to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to any express or implied distribution agreement, course of conduct or other relationship between HBC and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase and/or Transfer or continue to purchase and/or Transfer any products, including Products, or use the Trademarks other than with respect to products sold and delivered by HBC to Distributor, and (iii) shall constitute a separate transaction for each shipment of products actually delivered by HBC to Distributor and/or sub-distributor(s), in HBC's sole and absolute discretion, which HBC shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in HBC's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against HBC including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever

nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of HBC with regard to such matters.

d. Distributor has agreed to acquire certain distribution rights held by prior HBC distributors ("Prior Distributor Rights") for the Territory by paying an amount which Distributor and HBC have agreed shall be calculated in accordance with the formula set forth in Exhibit E hereto. As soon as practicable after the Effective Date, HBC shall calculate the estimated amount payable by Distributor in accordance with the formula agreed to between Distributor and HBC as set forth in Exhibit E hereto, which shall be calculated based upon the estimated Sale Volume (as defined below) for the Territory for the period ended December

31, 2008 (the "Estimated Buy-Out Contribution"). No later than fifteen (15) days prior to the Commencement Date, Distributor shall deliver to HBC an amount equal to the Estimated Buy-Out Contribution. As soon as practicable after December 31, 2008, HBC shall determine the actual Sale Volume for the Territory for the period ended December 31, 2008 in order to calculate the final amount due by Distributor in accordance with the formula set forth in Exhibit E (the "Final Buy-Out Contribution"). Distributor shall be and remain obligated to pay to HBC any shortfall between the Final Buy-Out Contribution and the amount received by HBC for the Estimated Buy-Out Contribution and HBC shall pay to Distributor the amount by which the Estimated Buy-Out Contribution actually received by HBC exceeds the amount of the Final Buy-Out Contribution. The parties acknowledge and agree that in determining the Final Buy-Out Contribution it will be necessary for HBC to make allocations and estimates of the Sales Volumes of the Products based upon such information as may be made available to it by prior HBC distributor. HBC agrees that in making any such allocations or estimates it shall be required to and shall act reasonably and in good faith. HBC shall provide to Distributor copies of the written records relied upon by HBC to reasonably allocate, estimate and determine the Final Buy-Out Contribution, for review by Distributor, and Distributor hereby agrees to maintain such information and records in strict confidence. The Final Buy-Out Contribution paid by Distributor to HBC shall be used by HBC to acquire or terminate the Prior Distributor Rights and any shortfall necessary to accomplish that goal shall be borne by HBC and any excess shall be paid to and/or retained by HBC. "Sale Volume" means the aggregate number of cases of Products sold and to be sold by any prior distributors and to be sold by Distributor in the Territory or referenced portion thereof during the twelve (12) month period ended on a referenced date. For the avoidance of doubt, HBC shall acquire or terminate the Prior Distributor Rights and bear the deficiency, if any, between the amount of the Final Buy-Out Contribution and the cost of acquiring or terminating the Prior Distributor Rights, whether or not the Final Buy-Out Contribution is sufficient.

e. HBC may from time to time designate additional territory ("Additional Territory"), which HBC reasonably determines to be within such proximity to the Territory as to make incorporation of the Additional Territory desirable. If HBC gives Distributor written notice of such designation of Additional Territory, Distributor shall use its commercially reasonable good faith efforts to add the Additional Territory by execution of an amendment of Exhibit B to this Agreement if Distributor has other distribution activities in the Additional Territory.

f. The parties acknowledge that it is their current mutual intention that they will consider in due course entering into a written agreement on mutually acceptable terms to provide for the manufacture of certain Products in the Territory. This subsection 2.f shall not be enforceable against either party unless and until an enforceable agreement has been executed by both parties.

g. With effect from the Commencement Date, Distributor appoints CCL, and CCL accepts appointment, as a provider of the services set forth in Section 6.b of this Agreement with respect to the Products only to Distributor's Accounts within the Territory.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to aggressively promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory (except to accounts reserved for HBC pursuant to Exhibit C and those National Accounts (as defined below) that are serviced directly by HBC in accordance with Section 14). Distributor shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all

Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of Distributor, KO, and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable good faith efforts to manage all Distributor sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of HBC;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b. below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

h. Permit HBC representatives to work sales routes with Distributor's salesmen in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum warm and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory, except for those National Accounts serviced directly by HBC in accordance with Section 14 below;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information as may be reasonably requested by HBC;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers;

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by HBC's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles; and

r. Both parties will work together where possible in obtaining (at HBC's expense) all import licenses and governmental approvals which may be necessary to permit the sale of Products in the Territory and which have not been obtained by HBC prior to the Effective Date, and provide reasonable assistance to each other for the renewal or amendment of any licenses or approvals which have been obtained as of the Effective Date. Distributor shall also comply with all registration requirements in the Territory, and comply with any and all governmental laws, regulations, and orders which may be applicable to Distributor by reason of its execution of this Agreement, including any and all laws, regulations or orders which govern or affect the ordering, export, shipment, import, sale, delivery or redelivery of Products in the Territory. Distributor shall also notify HBC of the existence and content of any provision of law which to Distributor's knowledge conflicts with any provision of this Agreement at the time of its execution or thereafter.

4. Prices. The prices of Products shall be as set forth in HBC's then current Canadian price list as the same may be changed from time to time by HBC upon *** prior written notice to Distributor.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery with a lead time of at least ten (10) days and shall be subject to acceptance by HBC in HBC's reasonable discretion. If HBC is unable to accept an order for any reason, then HBC will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or inconsistency between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of HBC's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

6. Payment.

a. Distributor shall promptly pay the prices of Products in full (without deduction or set off for any reason) no later than *** from date of invoice unless HBC otherwise agrees in writing. Distributor and HBC shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in

payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse HBC for any costs and expenses incurred by HBC in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at the *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

b. CCL shall facilitate and coordinate HBC and Distributor's entering into distribution arrangements, and after such arrangements have been entered into, to provide assistance with the collection and analyses of sales and marketing information concerning the Products, and provide other assistance. In consideration thereof, Distributor agrees to pay to CCL a fee calculated in accordance with the formula set forth on attached Exhibit F (the "CCL Facilitation Fee"). The CCL Facilitation Fee will be payable by Distributor to CCL in accordance with the terms of the applicable CCL invoice. HBC shall have no responsibility or liability with respect to the collection or payment of the CCL Facilitation Fee.

7. Title. Title to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecasts and Delivery.

a. Distributor shall provide HBC with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to HBC no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by HBC for delivery to Distributor, including Distributor's hubs in Canada as may be mutually agreed upon, in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing HBC forecasts in accordance with Section 8.a. above, HBC agrees to (i) use commercially reasonable good faith efforts to deliver Products to Distributor within ***, in the case of Monster and Monster Reduced Carb Products sold in 24-pack/16 oz. cases, and within *** in the case of all other Products, of HBC's receipt of purchase orders for Products in compliance with Sections 5 and 8.a. above, and (ii) deliver Products to Distributor with at least *** of shelf life remaining at the time of delivery. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by HBC are merely approximate and that HBC shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of HBC's failure to comply with its obligations under this Section 8.

c. HBC shall use commercially reasonable means to cause packing and packaging to comply with all applicable laws in the Territory.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time

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created, adopted, used, registered, or been issued in the United States of America or in any other location in connection with HBC's business or the Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with HBC's policies and instructions, and HBC reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by HBC in writing or differs materially from a use previously approved by HBC in writing) shall be subject to the prior written consent of HBC, which HBC may withhold in its sole and absolute discretion. Distributor shall submit to HBC in writing each different proposed use of the Trademarks in any medium.

d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, HBC shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that HBC provides to it in writing.

f. Upon the termination of this Agreement, Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify HBC of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at HBC's expense and upon HBC's request, assist in such legal proceedings as HBC will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in

accordance with HBC's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at HBC's expense, assist HBC in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall aggressively distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and promotional programs that are mutually agreed upon by HBC and Distributor from time to time. Distributor acknowledges that (a) HBC has no obligation to market and promote the Products, and (b) HBC makes no,

and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with HBC's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the twentieth (20th) anniversary of the Commencement Date or upon termination of the Hansen Beverage Company Distribution Agreement between HBC and Coca-Cola Enterprises Inc., whichever occurs first (the "Initial Term"). After the Initial Term, this Agreement shall, subject to being terminated by either party pursuant to the terms of this Agreement, continue and remain in effect, unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the end of the Initial Term or any subsequent anniversary of the Commencement Date, as the case may be (collectively, the "Term"). A "Contract Year" means any calendar year during the Term and the period from the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls.

12. Termination.

a. Termination for Cause.

(i) Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A) Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it can not reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either HBC or Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay to the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products. The computation of the Distributor's "average gross profit per case" shall exclude the CCL Facilitation Fee; provided that if this Agreement is terminated by Distributor within three (3) years of the Effective Date as a result of HBC's breach, the severance payment shall be equal to the Breach Severance Payment or the Final Buy-Out Contribution (as defined above), whichever is greater.

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking), or

(d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C) Agreement. Mutual written agreement of the parties.

(ii) Termination by HBC. HBC may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, if (x) Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained HBC's prior written consent thereto (which consent may be withheld in HBC's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO or (y) there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets, without the prior written consent of HBC, which HBC shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any Contract Year, provided HBC has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as

determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(C) If all or any of the Concurrent Agreements (as defined below) are terminated by Distributor without cause or terminated by HBC or MEL, as the case may be, as a result of a breach by Distributor then HBC shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by HBC to Distributor. Any such termination shall be effective upon Distributor's receipt of HBC's written notice of termination, and HBC shall not be liable to Distributor or otherwise obligated to pay to Distributor any severance payment or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement. HBC's right to terminate this Agreement under this Section 12.a.(ii)(C) shall be independent of any other rights or remedies of HBC under this Agreement. The "Concurrent Agreements" mean (i) the Monster Energy International Distribution Agreement dated concurrently herewith between Tauranga Ltd., an Irish company ("MEL") and Coca-Cola Enterprises Inc., a Delaware corporation ("CCE"), (ii) the Monster Energy Belgian Distribution Agreement dated concurrently herewith between MEL and CCE, and (iii) the Monster Energy Distribution Agreement dated concurrently herewith between HBC and CCE.

(iii) Termination by Distributor. Distributor may terminate this Agreement at any time:

(A) If HBC fails to deliver to Distributor at least ***percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to HBC written notice of such failure and HBC has failed to remedy such deficiency within thirty (30) days of HBC's receipt of such notice; and

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(B) If all or any of the Concurrent Agreements are terminated by HBC or MEL, as the case may be, without cause or terminated by Distributor as a result of HBC's or MEL's breach, as the case may be, then Distributor shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination by written notice by Distributor to HBC. Any such termination shall be effective upon HBC's receipt of Distributor's written notice of termination, and Distributor shall not be liable to HBC or otherwise obligated to pay to HBC any severance payment or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of HBC or in reliance on the existence of this Agreement. Distributor's right to terminate this Agreement under this Section 12.a.(iii)(B) shall be independent of any other rights or remedies of Distributor under this Agreement.

b. Complete or Partial Termination By HBC Without Cause and Severance Payment.

(i) HBC, or any successor to HBC, shall have the right at any time, upon sixty (60) days written notice (or such longer period as HBC may determine, in its sole discretion) to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), and/or (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination").

(ii) In the event of a Complete Termination or Partial Product Termination, HBC or its successor, as the case may be, shall pay to Distributor a severance payment calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination, or Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by HBC to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) HBC's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to HBC. The computation of the Distributor's "average gross profit per case" shall exclude the CCL Facilitation Fee.

(iii) Proviso. If this Agreement is terminated prior to the third anniversary of the Commencement Date and if a Product Severance Payment is payable under Section 12.b.(ii) above, then the Product Severance Payment shall, subject to the last sentence of this Proviso, be no less than (A) *** percent *** of the "Final Buy-Out Contribution" (as defined above) if such termination occurs within six (6) months of the Commencement Date, (B) *** percent *** of the Final Buy-Out Contribution if such termination occurs after six (6) months of the Commencement Date but prior to the first anniversary of the Commencement Date, (C) *** percent *** of the Final Buy-Out Contribution if such termination occurs after the first anniversary of the Commencement Date, but prior to the second anniversary of the Commencement Date, and (D) the Final Buy-Out Contribution if such termination occurs after the second anniversary of the Commencement Date, but prior to the third anniversary of the Commencement Date. If such termination occurs after the third anniversary of the Commencement Date, the provisions of this Proviso shall fall away and be of no further force and effect and any Product Severance Payment that may be payable by HBC or its successor to Distributor shall not be increased or adjusted in any way pursuant to the provisions of this Proviso.

For purposes of computing the Product Severance Payment under this Section 12.b.(iii), in the event of a Partial Product Termination, the Final Buy-Out Contribution shall be multiplied by a fraction, the numerator of which shall be the number of cases of Products terminated by such Partial Product Termination sold by Distributor during the twelve (12) month period ending on the last day of the month

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immediately preceding the month in which the Partial Product Termination occurs and the denominator of which shall be the total number of cases of Products sold by Distributor for the same period.

c. Distributor Termination Without Cause and Severance Payment.

(i) Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon two (2) years written notice to HBC if such notice is given prior to the *** of the Commencement Date, or upon one (1) year's written notice if such notice is given after the *** of the Commencement Date.

(ii) If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to HBC a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The computation of the Distributor's "average gross profit per case" shall exclude the CCL Facilitation Fee. If, such notice is given by Distributor and thereafter, prior to the *** of the Commencement Date, this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of HBC's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement (collectively, a "Termination Breach"), within the two (2) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be trebled. If after the *** of the Commencement Date but prior to the *** of the Commencement Date termination of this Agreement occurs due to a Termination Breach within the two (2) year notice period then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be doubled. If, after the *** of the Commencement Date termination of this Agreement occurs due to a Termination Breach within the one (1) year notice period, then, without prejudice to any of HBC's other rights and/or remedies, the Distributor Severance Payment shall be ***.

(iii) At any time, and from time to time after Distributor gives HBC written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, HBC may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products prior to the expiration of any notice period, in which event HBC shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (1) loss of prospective compensation or earnings, (2) goodwill or loss thereof, or (3) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i) The Breach Severance Payment and/or Product Severance Payment payable by HBC to Distributor pursuant to the provisions of Section 12.a.(i)(A) and/or Section 12.b.(ii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against HBC as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall HBC be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or

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earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii) The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to HBC pursuant to the provisions of Section 12.a.(i)A. or Section 12.c.(ii) above respectively, if any, and HBC's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by HBC, shall constitute HBC's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that HBC may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to HBC by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of HBC or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

(i) HBC shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

(ii) all amounts payable by Distributor to HBC or by HBC to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii) except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or

damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv) HBC and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause HBC to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v) Any Breach Severance Payment, Product Severance Payment and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e(v), a "Severance Payment") payable in accordance with this Agreement by either HBC or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. HBC and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either HBC or Distributor will incur as a result of such applicable termination. Therefore, HBC and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event

of termination of this Agreement pursuant to this Section 12 is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event HBC continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that any such action shall not constitute a waiver of HBC's rights under this Agreement or a reinstatement, renewal or continuation of the term of this Agreement. HBC and Distributor agree that if HBC continues to supply Products to Distributor following the termination of this Agreement, (i) Distributor shall be prohibited from selling or otherwise transferring Products except to Distributor's Accounts within the Territory, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in HBC's invoice, and (iii) HBC shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i) During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and (D) generally cooperate with HBC in relation to the transition to any new distributor appointed by HBC for the Territory.

(ii) For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, HBC shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by HBC in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that HBC makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against HBC and its affiliates and hereby releases HBC and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by HBC or HBC's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, HBC and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling

(measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year.

c. Not less than sixty (60) days before the end of the then-current Contract Year, HBC and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in

Section 13.d below. The parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Commencement Date of this Agreement.

d. HBC and Distributor shall also agree to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2008 calendar year will be to integrate Products into the Distributor distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement. In years subsequent to 2008 Performance Targets shall consist of executional measures such as distribution levels, quality of distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2009 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i) the Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand shall be not less than the national average distribution levels of the leading energy brand within the Territory measured at the commencement of each applicable year, which shall be primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports"). If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year;

(ii) the Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii) a commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall

take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) HBC's failure to deliver Products in accordance with this Agreement or (B) HBC's failure to obtain the listing of a Product SKU in a retail chain for which HBC and Distributor have agreed in writing that HBC is to be solely responsible, or (C) HBC's failure to contribute its agreed share of the parties funding obligation as set forth in Exhibit G.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that HBC will not unreasonably withhold its approval to the deletion of any applicable SKU/s. HBC may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is/are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions, as the case may be. Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's be deleted from distribution in any rolling *** period.

g. Promotional activities shall be regulated as follows:

(i) The estimated costs of promotional activities shall be allocated equally between HBC and Distributor thirty (30) days prior to the commencement of a calendar year on a cost per-case basis of Products.

(ii) The promotional activities costs are to be shared between Distributor and HBC as set forth in Exhibit G. The parties agree that the costs for the Promotional Activities shall be reconciled each quarter and that the estimate for the costs of Promotional Activities in the subsequent quarter may be adjusted provided there is mutual agreement.

(iii) HBC and Distributor shall periodically meet and may mutually agree to further programs and campaigns not included in the Promotional Activities.

(iv) Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment and vending machines. Distributor shall be responsible for creating marketing materials for submission to HBC for its final written approval. Distributor shall not use marketing materials unless approved by HBC in writing; provided that if HBC does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, HBC shall be deemed to have approved such suggested marketing materials.

14. National Accounts.

a. Distributor and its sub-distributors shall have the primary relationship with retail and other customers throughout the Territory and shall be responsible for negotiating the terms of sale of the Products within the Territory; provided that without detracting therefrom HBC shall retain the right to provide input to Distributor and its sub-distributors respecting sales strategy and other matters as well as to provide sales, promotional and merchandising support and programs to retail and other customers as well as the right to meet directly with and make sales presentations to retail and other customers within the Territory as may be appropriate from time to time; and provided further that HBC will advise Distributor of such

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meetings beforehand to the extent practicable and Distributor shall be entitled to accompany HBC to the meetings. Additionally, HBC may accompany, assist and support Distributor and/or its sub-distributors from time to time on sales calls to retail and other customers.

b. "National Account" shall mean a customer that sells at retail in more than fifty (50) stores and in multiple states of the United States and in extensive areas of the Territory including, but not limited to, customers such as Wal-Mart, Safeway and Costco, and has the ability to make a central decision for the sales of a Product in the United States and the Territory. The provisions of this Agreement shall not in any way whatsoever detract from or interfere with or constitute any limitation on any of HBC's rights to deal directly with any National Account with regard to the sale by HBC and/or any distributor and/or any other third party of Products to any National Account in the United States or any other country in the world outside of the Territory. If HBC deems it desirable for Products to be sold to any National Account pursuant to an indivisible arrangement that encompasses all outlets of the National Account including those within the Territory, on a uniform basis, HBC shall be entitled in its discretion to make arrangements directly with such National Account including the terms of sale of Products to the National Account and the prices therefor, which shall take into account the prices and funding then being offered by Distributor and its sub-distributors to such National Account and similar categories of customers, in the Territory. HBC shall use commercially reasonable efforts to arrange for all outlets of any such National Account within the Territory to be serviced by Distributor and/or its sub-distributors and for delivery of the Products and other arrangements with regard thereto, to be made directly by Distributor and its sub-distributors or their warehouse system. Notwithstanding the foregoing, should the National Account concerned not agree to their outlets within the Territory being serviced by Distributor or should Distributor elect not to service such outlets, HBC shall be entitled to service the outlets directly. In the event HBC services the outlets directly, HBC shall pay to Distributor during the remaining term of this Agreement, an amount equal to *** percent *** of the Distributor's average gross profit per case per Product line, calculated in accordance with the provisions of Section 12.a.(i)(A) above, for each case of Products sold by HBC to the outlets within a reasonable time after receipt by HBC of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by HBC to the outlets during any period shall be determined by multiplying the total number of cases of Products sold by HBC directly to such National Account or regional division of such National Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of outlets within the Territory and the denominator of which shall be the total number of outlets that the National Account has within the United States or within the regional division of such customer (including the outlets in the Territory), as the case may be. Distributor shall not be liable to pay the CCL Facilitation Fee on HBC's direct sales to National Accounts.

15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR

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EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to HBC that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. HBC's Representations and Warranties.

a. HBC represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require HBC to breach any obligation to, or agreement or confidence with, any other person or entity.

b. HBC warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by HBC to, or on the order of, Distributor are hereby guaranteed as of the date of such shipment to be, on such date, not adulterated or mislabeled in accordance with the Canadian Food and Drugs Act and the Natural Health Products Regulations promulgated thereunder.

c. HBC warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for HBC's breach of HBC's representations in Sections 17.b. and 17.c. above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. HBC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless HBC and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from (i) the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that HBC gives Distributor written notice of any indemnifiable claim and HBC does not settle any claim without Distributor's prior written consent, or (ii) as set forth on attached Exhibit H which is incorporated in this Section 19 by this reference.

b. HBC shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each

of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of HBC's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by HBC, (iii) any prior distributor of Products in the Territory, (iv) any HBC marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used, (B) do not comply with applicable health, safety, and environmental standards imposed in the Territory, or (C) do not comply with the Safety Orders of the State of California Division of Industrial Safety and Proposition 65; provided that Distributor gives HBC written notice of any indemnifiable claim and Distributor does not settle any claim without HBC's prior written consent.

c. If any action or proceeding is brought against Distributor, HBC or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, HBC and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

- Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

- Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

- Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such

insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums.

21. Competing Products. The provisions of Section 21 are set forth in attached Exhibit I and are incorporated in this Section 21 by this reference.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of all parties.

23. Assignment. No party may assign its rights or delegate its obligations hereunder without the prior written consent of the others. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship of each of the parties to this Agreement to the others is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws) and the provisions of the United Nations Convention On Contracts For The International Sale Of Goods will expressly be excluded and not apply. The place of the making and execution of this Agreement is California, United States of America. Distributor hereby waives any rights that it may otherwise have to assert any rights or defenses under the laws of the Territory or to require that litigation brought by or against it in connection with this Agreement be conducted in the courts or other forums of the Territory.

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event") including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. Except for any letter agreement/s executed by the parties concurrently herewith, this Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if HBC determines that an event, incident or circumstance has occurred which may require a recall or market withdrawal, HBC shall advise Distributor of the circumstances by telephone or facsimile. HBC shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. HBC shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to HBC for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of HBC or the Products, and shall notify HBC of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware. Distributor may consult with HBC regarding issues which Distributor believes may require a product recall; provided, that the final decision as to whether to implement a recall shall be made by HBC or a government agency or authority and not by Distributor.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Severability. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person

or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Distributor Suppliers Guiding Principles.

HBC has been informed by Distributor that the following are Distributor Suppliers Guiding Principles (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of HBC under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the parties and neither party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s). The preceding sentence shall not detract from the parties respective rights and obligations under Section 19 above.

· Laws and Regulations – Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of Products.

· Child Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national child labor laws.

· Forced Labor - Each party will use commercially reasonable good faith efforts to not use forced, bonded, prison, military or compulsory labor.

· Abuse of Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

· Freedom of Association and Collective Bargaining - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on freedom of association and collective bargaining.

· Discrimination - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national discrimination laws.

· Wages and Benefits - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national wages and benefits laws.

· Work Hours and Overtime - - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national work hours and overtime laws.

· Health and Safety - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national health and safety laws.

· Environment - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national environmental laws.

34. Publicity. HBC and Distributor each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the parties prior to release. Thereafter, each party agrees to use commercially reasonable efforts to

consult with the other party regarding any public, written announcement which a party reasonably anticipates would be materially prejudicial to the other party. Nothing provided herein, however, will prevent either party from (a) making and continuing to make any statements or other disclosures it deems required, prudent or desirable under applicable Federal or State Security Laws (including without limitation the rules, regulations and directives of the Securities and Exchange Commission) and/or such party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no confidential information is disclosed. If a party breaches this Section 34 it shall have a seven (7) day period in which to cure its breach after written notice from the other party. A breach of this Section 34 shall not entitle a party to damages or to terminate this Agreement.

35. Ethical Standards.

a. Distributor and each of its sub-distributors will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to HBC or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

b. HBC will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting

and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to Distributor or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

c. CCL will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting the Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to HBC or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

36. Controlling Language. This Agreement is in the English language only, which will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either party hereto.

37. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

38. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

39. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

40. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: Chief Financial Officer
Telecopy: (770) 989-3784

with a copy to:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: General Counsel
Telecopy: (770) 989-3784

If to CCL:

Coca-Cola Ltd.
42 Overlea Blvd.
Toronto, Ontario M4H 1B8
CANADA
Attention: Vice President, Finance
Telecopy: (416) 756-8153

with a copy to:

Coca-Cola Ltd.

42 Overlea Blvd.
Toronto, Ontario M4H 1B8

CANADA
Attention: Division Counsel
Telecopy: (416) 467-2212

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

41. Confidentiality. During the Term each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligation shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(*Signature page/s follows*.)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

HANSEN BEVERAGE COMPANY

By: /s/ Rodney Sacks
Name: Rodney Sacks
Its: Chairman

COCA-COLA BOTTLING COMPANY

By: /s/ William B. Douglass III
Name: William B. Douglass III
Its: Executive Vice President

Acknowledged and agreed as to the rights and obligations of and COCA-COLA LTD, a corporation organized and existing under the laws of Canada, with principal offices at 3389 Steeles Avenue East, Suite 500, Toronto, Ontario, M2H 3S8 – Canada set forth in Sections 1.c, 2.g, 6.b, 22, 23, 24, 35.c, 40 and 41.

COCA-COLA LTD

By: /s/ Silvi [Illegible]
Name: Silvi [Illegible]
Its: V.P. Secretary & Division Counsel

EXHIBIT A
Monster Energy Canadian Distribution Agreement

INITIAL PRODUCT LIST

Category (All SKU's)	
MONSTER	X
MONSTER ASSAULT	X
MONSTER KHAOS	X
MONSTER REDUCED CARB	X
MONSTER M80	X
MONSTER MIXXD (2009)	X

ALL JAVA MONSTER SKU's - Mean Bean, Loca Moca, Russian, LO-BALL (2009)	X
MONSTER HITMAN ENERGY SHOOTER (2009)	X
LOST ENERGY 16 OZ. SKU's - Regular and Five-O	X
HANSEN ENERGY PRO	X

EXHIBIT B
Monster Energy Canadian Distribution Agreement

THE TERRITORY

ALL OF CANADA

In the event of a dispute with respect to territorial boundaries between two adjacent distributors, Hansen Beverage Company shall have the right to decide such dispute in its sole discretion, and any such decision shall be final and binding upon the parties.

EXHIBIT C
Monster Energy Canadian Distribution Agreement

THE ACCOUNTS

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive ***, ****	Accounts Reserved for HBC ***, ****
Convenience Stores			
Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for the Continental United States ("CONUS")			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States ("OCONUS")			
U.S. Military - Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
U.S. Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			
Canadian Military			
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive ***, ****	Accounts Reserved for HBC ***, ****
Alcoholic Lic. On-Premise*			
Trader Joe's			

General Sports Retailers (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)
Club Stores
Vending
All other accounts not falling within the descriptions listed above

* Alcoholic Licensed On-Premise Accounts means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

HBC Initials: _____
Distributor Initials: _____

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
Monster Energy Canadian Distribution Agreement

THE TRADEMARKS

HANSEN'S

HANSEN'S NATURAL

MONSTER ENERGY

MONSTER

MONSTER

MONSTER ENERGY

MONSTER ASSAULT

MONSTER KHAOS

MONSTER REDUCED CARB

UNLEASH THE BEAST

MONSTER M80

MONSTER MIXXD

JAVA MONSTER - Mean Bean, Loca Moca, Russian, and Lo-Ball

MONSTER HITMAN ENERGY SHOOTER

LOST ENERGY – Regular and Five-0

EXHIBIT E
Monster Energy Canadian Distribution Agreement

(Section 2.d)

ESTIMATED BUY-OUT CONTRIBUTION

The pre-agreed rate shall be ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT F
Monster Energy Canadian Distribution Agreement

(Section 6.b.)

CCL FACILITATION FEE

The CCL Facilitation Fee payable by Distributor to CCL shall be equal to *** per case of 24 units and *** per case of 12 units of Products sold by HBC to the Distributor, but excluding any free or bonus unit or units used for sampling. Any other case configuration to be mutually agreed between CCE and CCL.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT G
Monster Energy Canadian Distribution Agreement

PROMOTIONAL ACTIVITIES COSTS

Discount and allowances, price promotions and other customer discount activities ("D&A"):

Distributor shall contribute an amount equal to HBC's contribution for D&A up to a total of *** per 24-unit 16 oz. case, (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price by Distributor to Distributor's Accounts. Thus, Distributor's contribution shall be no more than *** per 24-unit 16 oz. case of Products (reduced or increased on a pro rata basis for cases containing less than 24 units or a larger number of units) sold at a discounted price on the above programs. If additional D&A is necessary to achieve a promotional price to be offered to a customer as agreed by HBC and Distributor, then HBC shall contribute any amount required above ***. The frequency of customer promotional discount programs requiring D&A shall be agreed in the Annual Business Plan. D&A may be paid by either HBC or Distributor to the customer and reconciled periodically.

Trade Marketing Programs including shelf buys, CMA's, free cases, coupons, corporate/retailer rebates, sales force incentives, POS, samples, meeting competition price offers ("TMP").

Distributor shall contribute an amount equal to *** on all TMP programs. All TMP programs shall be agreed upon and form part of the Annual Business Plans and shall include such additional TMP programs as may be mutually agreed upon from time to time by the parties. In exceptional cases, such as Trophy or Prestige accounts, either party may voluntarily agree to contribute more than its *** share to cover any specific TMP programs. TMP may be paid by either HBC or Distributor to the customer and reconciled periodically.

Equipment.

HBC shall permit Distributor to manage all equipment that HBC owns and of which HBC is able to obtain possession in the Territory as of the Effective Date. Distributor shall not be required to repair or service such HBC equipment owned by HBC as of the Effective Date. Distributor shall use commercially reasonable efforts to place Products in all Distributor's equipment where appropriate and desired by the Distributor's Account. Distributor shall reimburse HBC for *** of the cost of equipment that Distributor and HBC agree that HBC purchase for the Territory in the future and which shall be managed by Distributor.

Miscellaneous.

If HBC calls on or assists Distributor in calling on Distributor's Accounts, to the extent that HBC makes a commitment for funds or support in excess of what is provided above or was agreed to by Distributor and HBC, any such excess shall be borne by ***.

The parties' respective rights and obligations under this Exhibit G shall be revised and amended from time to time to reflect then-prevailing conditions by written agreement of the parties to be arrived at after good faith discussions and negotiation. If the parties are unable to agree upon an amendment requested by either party, such disagreement shall be referred to arbitration in accordance with Section 26 of the Agreement.

All amounts provided above shall be adjusted from time to time to account for changes in selling prices or other adjustments that may occur from time to time to conform to prevailing beverage industry practices relating to the Energy Drink category. The amounts of such adjustments shall be mutually agreed in writing by the parties from time to time.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT H
Monster Energy Canadian Distribution Agreement

INDEMNIFICATION

Distributor shall indemnify, defend, and hold harmless HBC and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party ***, whether groundless or otherwise, and from and against any and all third party claims ***, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from Distributor's *** and/or its affiliates or any change in, or termination of, ***, unless solely attributable to HBC's alleged wrongful conduct which is unrelated to this Agreement or any other agreement between the parties entered into concurrently herewith, provided that HBC gives Distributor written notice of any indemnifiable claim and HBC does not settle any claim without Distributor's prior written consent.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT I
Monster Energy Canadian Distribution Agreement

COMPETING PRODUCTS

Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

MONSTER ENERGY
INTERNATIONAL DISTRIBUTION AGREEMENT

This INTERNATIONAL DISTRIBUTION AGREEMENT ("Agreement") is entered into as of October 3, 2008 (the "Effective Date") between TAURANGA LTD, a company organized and existing under the laws of the Republic of Ireland, trading as MONSTER ENERGY ("MEL") with offices at South Bank House, Barrow Street, Dublin 4, Ireland, and COCA-COLA ENTERPRISES INC., a Delaware corporation with offices at 2500 Windy Ridge Parkway, Atlanta, Georgia 30339 ("Distributor").

1. Recitals and Definitions.

a. MEL is a wholly owned subsidiary of Hansen Beverage Company, a Delaware corporation ("HBC"). HBC owns the exclusive right, title and interest in and to the Trademarks (as defined below). MEL has been authorized by HBC to use the Trademarks (as defined below) and manufacture, promote, market, distribute and sell, including without limitation through distributors appointed by MEL, the Products (as defined below) throughout the Territory (as defined below).

b. Distributor is a leading producer and distributor of beverages throughout the world and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). KO has designated Distributor, and MEL wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of November 1, 2008, or such other date as may be mutually agreed by the parties in writing, but which in no event shall be later than November 30, 2008 (the "Commencement Date").

c. When used herein the word "Products" means (i) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its network of full-service distributors in the United States such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers; and (ii) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as MEL, Distributor and KO shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation, 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for MEL as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means any ***. All Exhibits referred to in this Agreement shall be deemed to be incorporated into this Agreement.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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2. Appointment.

a. With effect from the Commencement Date, MEL appoints Distributor, and Distributor accepts appointment, as a distributor and seller of Products to Distributor's Accounts within the Territory. Such appointment shall only be non-exclusive, except if and to the extent specifically designated as exclusive on Exhibit C hereto. Such appointment shall exclude any SKU/s deleted from distribution pursuant to Section 13.b. and 13.f. below. Those categories of customers which are excluded from the definition of Distributor's Accounts are expressly reserved for MEL, or such other distributors as MEL may from time to time appoint. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointment shall provide that the sub-distributors shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts set forth on Exhibit C, and the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to MEL's rights hereunder. MEL acknowledges that Distributor intends to appoint certain sub-distributors with respect to each country in the Territory, all as identified on Exhibit B-1 hereto. Except for the initial sub-distributors identified on Exhibit B-1 hereto, Distributor's appointment of sub-distributors shall be to supplement and augment but not to replace or substitute, wholly or partially, Distributor's resources, performance capabilities and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor shall not directly or indirectly, alone or in conjunction with any other person or entity (i) actively seek or solicit customers or accounts for the Products outside the Territory or any customers or accounts located within the Territory other than Distributor's Accounts set forth on Exhibit C (in particular, but without limiting the above, Distributor shall not actively approach customers outside the Territory or accounts other than Distributor's Accounts in the Territory, whether by direct mail, visits, promotions or media advertising targeted at such customers, or otherwise), and/or (ii) actively sell, market, distribute or otherwise dispose of any Products to any persons or entities located outside the Territory or to any persons or entities located within the Territory who Distributor knows or reasonably believes will distribute or resell the Products outside the Territory. During the Term, Distributor shall purchase exclusively and directly from MEL or its nominees (and from no other person or entity) all of its requirements for Products.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by MEL to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by MEL to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to, any express or implied distribution agreement, course of conduct or other relationship between MEL and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase, sell, market or distribute or continue to purchase, sell, market or distribute any products, including Products, or use the Trademarks other than with respect to products sold and delivered by MEL to Distributor, and (iii) shall constitute a separate

transaction for each shipment of products actually delivered by MEL to Distributor and/or sub-distributor(s), in MEL's sole and absolute discretion, which MEL shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in MEL's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against MEL including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of MEL with regard to such matters.

d. Distributor shall, at its sole expense, obtain all import licenses and governmental permits and approvals which may be necessary to permit the sale of Products in the Territory. Distributor shall also comply with any and all governmental laws, regulations, and orders which are applicable to Distributor by reason of its execution of this Agreement, including any and all laws, regulations or orders in the Territory which govern or affect the ordering, export, shipment, import, sale, delivery or redelivery of Products in the Territory. Distributor shall also

notify MEL of the existence and content of any provision of law which to Distributor's knowledge conflicts with any provisions of this Agreement at the time of its execution or thereafter. In the export of Products from the United States, Distributor shall further comply with the applicable law of the Territory, as well as U.S. laws and regulations governing exports, including the Export Administration Act and regulations thereunder, and the U.S. Boycott Regulations.

e. MEL and its affiliates (if applicable) will include a provision comparable to subsections 2.b.(i) and 2.b.(ii) above in its distribution agreements with distributors in territories within the European Economic Area. If any other distributor appointed by MEL or its affiliates in the European Economic Area (1) actively seeks and solicits customers in Distributor's exclusive accounts as identified on Exhibit C for Products in the "Territory," or (2) actively sells, markets, distributes or otherwise disposes of any Products, either directly or indirectly to any persons or entities located within its territory who such distributor knows or reasonably believes will distribute or resell the Products inside the Territory, MEL or its affiliates will take commercially reasonable steps to enforce MEL's or its affiliates (as the case may be) rights under any distribution agreement, to the extent enforceable under applicable law, to address the importation of Products into the Territory in violation of any applicable distribution agreement relating to the Products. MEL or its affiliates will take necessary commercially reasonable steps to enforce MEL's or its affiliates (as the case may be) rights (A) against any other distributors to address the importation of Products into the Territory in violation of applicable distribution agreements with such other distributors relating to the Products to which MEL or its affiliates are a party, and (B) to prevent such other distributors from breaching provisions comparable to subsections 2.b.(i) and 2.b.(ii), above, to the extent that MEL or its affiliates shall be entitled to do so pursuant to the terms of its distribution agreements with such distributors and to the extent enforceable under applicable law. Distributor shall cooperate and, if necessary and required by MEL, join with MEL in all such proceedings in accordance with the foregoing. Distributor shall have no claim, and MEL or its affiliates shall have no liability, arising from the sale of Products by such other distributors in the Territory, except to require MEL or its affiliates to enforce the above-mentioned provisions in the applicable distribution agreements.

f. The parties acknowledge that it is their current mutual intention that they will consider in due course entering into a written agreement on mutually acceptable terms to provide for the manufacture of certain Products in the Territory. This subsection 2.f shall not be enforceable against either party unless and until an enforceable agreement has been executed by both parties.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to actively and diligently promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to actively and diligently develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least

such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable efforts to actively and diligently manage all of Distributor's sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of MEL;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

h. In relation to the sales of the Products only, permit MEL representatives to accompany Distributor's salesmen on sales routes in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum ambient and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information in relation to the Products as may be reasonably requested by MEL;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers; and

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by MEL's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles.

4. Prices.

a. The prices ("Selling Price") to be paid by Distributor to MEL for the Products shall be reviewed and determined annually by MEL for the forthcoming year after discussion with Distributor but shall be subject to adjustment in accordance with Section 4.c. below. The annual increases to the Selling Price will be communicated to the Distributor no later than three (3) calendar months prior to implementation of price increases in a country within the Territory.

b. It is acknowledged that from time to time Distributor may be required by its customer/s to fix, for a period of up to twelve (12) months, the prices that Distributor may charge to its customer/s for certain Products. In this event, Distributor may request that MEL fixes the prices to be paid by Distributor for the applicable Product/s to be resold to such customer/s. MEL shall promptly discuss such a request with Distributor in good faith and the parties will prepare and record any agreement in writing. ***. Nothing contained in this Section 4.b. shall be construed as imposing any agreement or restriction on the right of either MEL to unilaterally determine the Selling Price or the right of the Distributor to unilaterally determine Distributor's own resale prices and terms of business.

c. Notwithstanding anything to the contrary contained in this Agreement, in the event of any material change in the costs associated with production of the Products (including, but not limited to, a material change in the costs of ingredients, packaging materials, energy or freight costs related to the production and shipping of Products) at any time, then MEL may adjust the Selling Price of Products to Distributor to reflect such cost ***. MEL shall provide reasonable supporting documentation evidencing the material change in its costs of production and delivery, if requested by Distributor.

d. All Selling Prices are exclusive of (1) any costs of carriage and insurance of the Products, and (2) any applicable value added or any other sales tax, which shall be payable by Distributor.

e. MEL shall reimburse or credit Distributor for all of Distributor's actual out-of-pocket expenses paid or incurred by Distributor in relation to the promotion and trade marketing of Products including without limitation discounts, allowances, rebates, demonstration costs, promotional programs, racks, sampling, point-of-sale and merchandizing aids such as promotional stickers, price tags, etc., free products and slotting fees, shelf programs, local or customer-based promotions, and similar out-of-pocket expenses incurred and paid by Distributor but only if, and to the extent, previously approved by MEL in writing.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery to locations in the Territory agreed upon in writing between the parties from time to time with a lead time of at least ten (10) days and shall be subject to acceptance by MEL in MEL's reasonable discretion. If MEL is unable to accept an order for any reason, then MEL will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or inconsistency between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of MEL's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

6. Payment. MEL shall invoice Distributor on a monthly basis and Distributor shall promptly pay MEL for the Products, in Sterling for Products sold in Great Britain and the Isle of Man, and in Euros for Products sold in the rest of the Territory, in full (without set off, deduction or counter claim) by electronic transfer *** of the date of the relevant invoice or such other period as may be agreed by MEL from time to time in writing. Distributor and MEL shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse MEL for any costs and expenses incurred by MEL in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at the *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

7. Title and Risk of Loss. Title and risk of loss to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecast and Delivery.

a. Distributor shall provide MEL with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to MEL no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by MEL for delivery to Distributor in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing MEL forecasts in accordance with Section 8.a. above, MEL agrees to use commercially reasonable good faith efforts to deliver Products to Distributor within *** of receipt by MEL of the applicable purchase orders for Products in compliance with Sections 5 and 8.a. above to (i) Distributor, in the case of Products delivered from the point of manufacture to Distributor by ground transportation, and (ii) the shipper, in the case of delivery of the Products to Distributor which involves shipment by sea. MEL shall deliver to Distributor Products with at least six (6) months shelf life remaining at the time of delivery or such other period as may be agreed to between MEL and Distributor with respect to any specific Products. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by MEL are merely approximate and that MEL shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of MEL's failure to comply with its obligations under this Section 8.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time created, adopted, used, registered, or

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been issued in the United States of America or in any other location in connection with HBC's business or the Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How. Any approval by MEL for Distributor to use any Trademarks, trade names, Patents, Copyrights, trade secrets and Know-How in connection with the distribution and sale of the Products shall be a mere temporary permission, uncoupled with any right or interest, and without payment of any fee or royalty charge for such use.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks, subject to the terms of this Section 9. It will not be a breach of this Section for the Products to be delivered by the Distributor in vehicles, or using employees, agents, assigns or sub-distributors wearing clothing, displaying any other trademark, name, brand name, logo or other products designation or symbol. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with MEL's policies and instructions, and MEL reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by MEL in writing or differs materially from a use previously approved by MEL in writing) shall be subject to the prior written consent of MEL, which MEL may withhold in its sole and absolute discretion. Distributor shall submit to MEL in writing each different proposed use of the Trademarks in any medium.

d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, MEL shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that MEL provides to it in writing.

f. Upon the termination of this Agreement, the temporary permission granted under sub-Section 9.a. above will terminate and the Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify MEL of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at MEL's expense and upon MEL's request, assist in such legal proceedings as MEL will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in accordance with MEL's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at MEL's expense, assist HBC and MEL in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC or MEL may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

h. If during the term of this Agreement a third party institutes against HBC, MEL or Distributor any claim or proceeding that alleges that the use of any Trademark or any Know-How, Patent, trade secret or Copyright

in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this Agreement infringes the intellectual property rights held by such third party, then MEL shall, in its sole discretion, and at its sole expense, contest, settle, and/or assume direction and control of the defense or settlement of, such action, including all necessary appeals thereunder. Distributor shall use all reasonable efforts to assist and cooperate with MEL in such action, subject to MEL reimbursing Distributor for any reasonable out-of-pocket expenses incurred by Distributor in connection with such assistance and cooperation. If, as a result of any such action, a judgment is entered by a court of competent jurisdiction, or settlement is entered by MEL, such that any Know-How, Patent, trade secret, Copyright or Trademark cannot be used in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this Agreement without infringing upon the intellectual property rights of such third party, then HBC, MEL and Distributor promptly shall cease using such affected Know-How, Patent, trade secret Copyright or Trademark in connection with the distribution, marketing, promotion, merchandising and/or sale of the Products under this Agreement. Except as otherwise specified in this Agreement, neither party shall incur any liability or obligation to the other party arising from any such cessation of the use of the affected Trademark.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall use commercially reasonable efforts to actively and diligently distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and promotional programs that are mutually agreed upon by MEL and Distributor from time to time. Distributor acknowledges that (a) MEL has no obligation to market and promote the Products, and (b) MEL makes no, and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with MEL's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed for up to three (3) further successive five (5)-year terms ("Additional Term/s") if (a) either party gives written notice to the other at least one hundred twenty (120) days prior to the end of the Initial Term or applicable Additional Term, as the case may be, of its intention to renew the Agreement for an Additional Term, and (b) MEL determines that the provisions of Sections 2.a., 2.b. and 21 of this Agreement are valid and enforceable in accordance with their respective terms during the applicable Additional Term. If MEL determines that it is necessary or desirable that the parties execute an additional agreement or instrument in order for the provisions of Sections 2.a., 2.b. and 21 to be valid and enforceable, then the parties agree to execute such documents as may reasonably be required to give effect to the foregoing. A "Contract Year" means any calendar year during the Term and the period from the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls. The Initial Term and any Additional Terms are collectively referred to as the "Term."

12. Termination.

a. Termination for Cause.

(i). Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A). Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either MEL or Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products.

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking), or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C). Agreement. Mutual written agreement of the parties.

(ii). Termination by MEL. MEL may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, (x) if Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained MEL's prior written consent thereto (which consent may be withheld in MEL's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO, or (y) if there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets without the prior written consent of MEL, which MEL shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any calendar year, provided MEL has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(C) If all or any of the Concurrent Agreements (as defined below) are terminated by Distributor or Coca-Cola Bottling Company, a Nova Scotia corporation ("CCBC"), without cause or terminated by HBC or MEL, as the case may be, as a result of a breach by Distributor or CCBC, as the case may be, then MEL shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination, by written notice by MEL to Distributor. Any such termination shall be effective upon Distributor's receipt of MEL's written notice of termination, and MEL shall not be liable to

Distributor or otherwise obligated to pay to Distributor any severance payment or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement. MEL's right to terminate this Agreement under this Section 12.a.(ii)(C) shall be independent of any other rights or remedies of MEL under this Agreement. The "Concurrent Agreements" mean (i) the Monster Energy Distribution Agreement dated concurrently herewith between HBC and Distributor, (ii) the Monster Energy Canadian Distribution Agreement dated concurrently herewith between HBC and CCBC, and (iii) the Monster Energy Belgian Distribution Agreement dated concurrently herewith between MEL and Distributor.

(iii). Termination by Distributor. Distributor may terminate this Agreement at any time:

(A) If MEL fails to deliver to Distributor at *** percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to MEL written notice of such failure and MEL has failed to remedy such deficiency within thirty (30) days of MEL's receipt of such notice; and

(B) If all or any of the Concurrent Agreements are terminated by HBC or MEL, as the case may be, without cause or terminated by Distributor or CCBC, as the case may be, as a result of HBC's or MEL's breach, as the case may be, then Distributor shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination, by written notice by Distributor to MEL. Any such termination shall be effective upon MEL's receipt of Distributor's written notice of termination, and Distributor shall not be liable to MEL or otherwise obligated to pay to MEL any severance payment or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement. Distributor's right to terminate this Agreement under this Section 12.a.(iii)(B) shall be independent of any other rights or remedies of Distributor under this Agreement.

b. Complete or Partial Termination By MEL Without Cause and Severance Payment.

(i). MEL or any successor to MEL, shall have the right at any time, upon sixty (60) days written notice (or such longer period as MEL may determine, in its sole discretion), to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination") and/or (C) Distributor's right to sell Products in an entire Country Group (as defined below) that constitutes a portion of the Territory (a "Partial Territory Termination"). A "Country Group" means each one of the following: (x) Great Britain and the Isle of Man, collectively; (y) France and Monaco, collectively; and (z) The Netherlands and Luxembourg, collectively.

(ii). In the event of a Complete Termination or Partial Product Termination, MEL or its successor, as the case may be, shall pay to Distributor a severance payment measured as a genuine pre-estimate of the Distributor's losses and not as a penalty and calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination, or Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by MEL to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) MEL's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to MEL.

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(iii). In the event of a Partial Territory Termination, MEL or its successor, as the case may be, shall pay to Distributor a severance payment with respect to the Products which are the subject of the termination, calculated on the same basis as the Product Severance Payment, but only with respect to that portion of the Territory which is the subject of the Partial Territory Termination, less the amount, if any, Distributor may receive from the assignee of its rights under this Agreement, and shall be paid within the period provided in Section 12.b.(ii) above (the "Territory Severance Payment").

c. Distributor Right to Terminate Without Cause and Severance Payment.

(i). Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon at least one (1) year's written notice to MEL or such shorter period as MEL shall agree in writing.

(ii). If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to MEL a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. If, such notice is given by Distributor and thereafter this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of MEL's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement within such one (1) year notice period then, without prejudice to any of MEL's other rights and/or remedies, the Distributor Severance Payment shall be multiplied by ***.

(iii). At any time, and from time to time, after Distributor gives MEL written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, MEL may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products, prior to the expiration of any notice period, in which event MEL shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i). The Breach Severance Payment, Product Severance Payment and/or the Territory Severance Payment payable by MEL to Distributor pursuant to the provisions of Section 12.a.(i)(A), Section 12.b.(ii) and/or Section 12.b.(iii) above respectively, if any, and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against MEL as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall MEL be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii). The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to MEL pursuant to the provisions of Section 12.a.(i)(A) and Section 12.c.(ii) above respectively, if any,

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and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute MEL's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that MEL may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to MEL by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

(i). MEL shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

(ii). all amounts payable by Distributor to MEL or by MEL to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii). except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the

breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv). MEL and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause MEL to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v). Any Breach Severance Payment, Product Severance Payment, Territory Severance Payment and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e.(v), a "Severance Payment") payable in accordance with this Agreement by either MEL or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. MEL and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either MEL or Distributor will incur as a result of such applicable termination. Therefore, MEL and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event of termination of this Agreement pursuant to this Section 12 is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event MEL continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that

any such action shall not constitute a waiver of MEL's rights under this Agreement or a reinstatement, renewal or continuation of the term of this Agreement. MEL and Distributor agree that if MEL continues to supply Products to Distributor following the termination of this Agreement, (i) Distributor shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in MEL's invoice, and (iii) MEL shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i). During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and (D) generally cooperate with MEL in relation to the transition to any new distributor appointed by MEL for the Territory.

(ii). For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, MEL shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by MEL in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that MEL makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, MEL and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling (measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year in accordance with Section 3.f. above.

c. Not less than sixty (60) days before the end of the then-current Contract Year, MEL and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in Section 13.d below. The

parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Effective Date of this Agreement.

d. MEL and Distributor shall also agree in writing to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2009 calendar year will be to integrate Products into the Distributor's distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement and to meet the other Performance Targets that will be mutually agreed by the parties. In years subsequent to 2009 Performance Targets shall consist of executional measures such as distribution levels, quality of distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2010 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i). the Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand measured at the commencement of each applicable quarter, and primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports") shall be no less than the Distribution Levels of the leading energy brand within the Distributor's portfolio in the Territory. If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year.

(ii). the Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii). a commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) MEL's failure to deliver Products in accordance with this Agreement or (B) MEL's failure to reimburse all costs pursuant to Section 4.e above.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that MEL will not unreasonably withhold its approval to the deletion of any applicable SKU/s. MEL may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is or

are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions or countries, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions or countries, as the case may be. Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's, rounded down to the nearest whole number (unless *** percent *** of the total number of SKU's is less than one (1) but more than 0.5, in which case the number will be rounded up to ***), be deleted from distribution in any *** period.

g. Promotional activities shall be regulated as follows:

(i). MEL and Distributor shall periodically meet and may mutually agree to additional promotional activities including further programs and campaigns not included in the promotional activities contemplated in Section 4.e. above. The promotional activities costs that are so agreed to between the parties shall be shared between, and paid by, Distributor and MEL as may be agreed in writing from time to time.

(ii). Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment, and vending machines. Distributor shall be responsible for creating marketing materials for submission to MEL for its final written approval. Distributor shall not use marketing materials unless approved by MEL in writing; provided that if MEL does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, MEL shall be deemed to have approved such suggested marketing materials.

14. Distribution Accounts and MOLOP Accounts.

a. Distributor and its sub-distributors shall have the primary relationship with retail and other customers throughout the Territory as defined in Exhibit C and shall be responsible for negotiating the terms of sale of the Products within the Territory; provided that without detracting therefrom MEL shall retain the right to provide input to Distributor and its sub-distributors regarding sales strategy and other matters as well as to provide sales, marketing, promotional and merchandising support and programs to retail and other customers as well as the right to meet directly with and make presentations to retail and other customers within the Territory as may be appropriate from time to time; and provided further that MEL will advise Distributor of such meetings beforehand to the extent practicable and Distributor shall be entitled to accompany MEL to the meetings. Additionally, MEL may accompany, assist and support Distributor and/or its sub-distributors from time to time on sales calls to Distributor Accounts in the Territory. For the sake of clarity, MEL shall not offer or agree terms of supply and/or terms of sale of the Products within the Territory to any of Distributor's Accounts without the prior agreement of Distributor, which agreement will not be unreasonably withheld.

b. "MOLOP Accounts" shall mean (i) any account/s having at least ten (10) outlets and that is/are licensed by applicable governmental authorities to sell alcoholic beverages for on-premise consumption, and/or (ii) any trophy or prestige account/s that is/are licensed to sell alcoholic beverages for on-premise consumption. The parties recognize that it is in their respective interests to work together to formulate the approach to be followed by them jointly or separately with various customers and/or channels of trade, including MOLOP Accounts, from time to time, both to take advantage of a coordinated approach and to avoid the negative impact of a lack of coordination. MEL and Distributor therefore agree that an aligned customer/channel approach is a key part of

each Annual Business Plan and that they will engage in regular communication to adopt such plans as well as to deal with further opportunities that may arise from time to time during each calendar year, so as to avoid either party acting in an uncoordinated way towards customers. Subject to Section 14.a. above, if MEL deems it desirable for Products to be sold to any MOLOP Account, MEL shall be entitled, in its discretion, to make arrangements directly with such MOLOP Account including the terms of sale of Products to the MOLOP Account and the prices therefore, which shall take into account the prices and funding then offered by Distributor and its sub-distributors to MOLOP Accounts and similar categories of customers, in the Territory. MEL shall use commercially reasonable efforts to arrange for all outlets of any such MOLOP Account within the Territory to be serviced by Distributor and/or its

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

sub-distributors and for delivery of the Products and other arrangements with regard thereto, to be made directly by Distributor and its sub-distributors or their warehouse system. Notwithstanding the foregoing, should the MOLOP Account concerned not agree to its outlets within the Territory being serviced by Distributor or should Distributor elect not to service such outlets, MEL shall be entitled to service the outlets directly. In the event MEL services the outlets directly, MEL shall bear sole liability and responsibility related to such Account and MEL shall pay to Distributor during the remaining term of this Agreement an amount equal to *** percent *** of Distributor's average gross profit per case per Product line sold to and calculated with respect to MOLOP Accounts in the channel in question but otherwise in accordance with the provisions of Section 12.a.(i)(A) above for each one of the Product lines sold by MEL to the outlets concerned, within a reasonable time after receipt by MEL of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by MEL to the outlets during any period shall be determined by multiplying the total number of cases of Products sold by MEL directly to such MOLOP Account or regional division of such MOLOP Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of outlets within the Territory and the denominator of which shall be the total number of outlets that the MOLOP Account has anywhere in the world participating in the applicable program.

15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to MEL that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. MEL's Representation.

a. MEL represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require MEL to breach any obligation to, or agreement or confidence with, any other person or entity.

b. MEL warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by MEL to, or on the order of, Distributor are hereby guaranteed as of the date of delivery to be, on such date, (1) for Products imported by the Distributor from the United States, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act") and are not articles

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce, and (2) for all Products supplied by MEL to the Distributor (whether or not imported from the United States) to be in compliance with all health, safety, and labeling standards and specifications imposed by law, regulation or order in the Territory in which the Products will be sold by the Distributor and which are applicable to the Products.

c. MEL warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for MEL's breach of MEL's representations in Sections 17.b. and 17.c. above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. MEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless MEL and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that (1) MEL gives Distributor written notice of any indemnifiable claim and MEL does not settle any claim without Distributor's prior written consent, and (2) MEL does all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

b. MEL shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of MEL's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by MEL, (iii) any prior distributor of Products in the Territory, (iv) any MEL marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used; or (B) do not comply with any applicable health, safety, or environmental laws, regulations, orders or standards imposed in the Territory; provided that (1) Distributor gives MEL written notice of any indemnifiable claim and Distributor does not settle any claim without MEL's prior written consent, and (2) Distributor does all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

c. If any action or proceeding is brought against Distributor, MEL or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's

the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, MEL and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

· Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

· Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

· Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums. The parties will ensure that the insurance policies obtained pursuant to this Section are effective and enforceable for any liability, claims or other insurable event arising in the Territory.

21. Competing Products. The provisions of Section 21 are set forth in attached Exhibit E and are incorporated in this Section 21 by this reference.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of both parties.

23. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship between MEL and Distributor is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws) and the provisions of the United Nations

Convention On Contracts For The International Sale Of Goods will expressly be excluded and not apply. The place of the making and execution of this Agreement is California, United States of America. Distributor hereby waives any rights that it may otherwise have to assert any rights or defenses under the laws of the Territory or to require that litigation brought by or against it in connection with this Agreement be conducted in the courts or other forums of the Territory.

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event"), including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. Except for any letter agreement/s executed by the parties concurrently herewith, this Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if MEL determines that an event, incident or circumstance has occurred which may require a recall or market withdrawal, MEL shall advise Distributor of the circumstances by telephone or facsimile. MEL shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. MEL shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to MEL for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or reputation of MEL or the Products, and shall notify MEL of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Distributor Suppliers Guiding Principles. MEL has been informed by Distributor that the following are Distributor Suppliers Guiding Principles (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of MEL under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the parties and neither party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s). The preceding sentence shall not detract from the parties respective rights and obligations under Section 19 above.

· Laws and Regulations – Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of Products.

· Child Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national child labor laws.

· Forced Labor - Each party will use commercially reasonable good faith efforts to not use forced, bonded, prison, military or compulsory labor.

· Abuse of Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

· Freedom of Association and Collective Bargaining - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on freedom of association and collective bargaining.

· Discrimination - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national discrimination laws.

· Wages and Benefits - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national wages and benefits laws.

· Work Hours and Overtime - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national work hours and overtime laws.

· Health and Safety - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national health and safety laws.

· Environment - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national environmental laws.

34. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

35. Sales Information and Books and Records; Examination. Not later than thirty (30) days after the end of each calendar month Distributor shall deliver to MEL full, complete and accurate written details, separately in respect of each country within the Territory, of the following with respect to Distributor's sale of Products in the Territory: (a) total sales, (b) taxes and/or duties, (c) discounts and sales allowances paid, accrued or credited, (d) Products returned during such period, (e) other permitted allowances, rebates, and allowance programs granted, paid, payable, reimbursed, credited or incurred by Distributor, and (f) other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement (collectively, the "Records"). Distributor shall keep and maintain complete and true books and other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement. MEL shall have the right, at its own expense, on sixty (60) days prior written notice to have such books and records and the Records (and all reasonably related work papers and other reasonable information and documents necessary for any determination under this Agreement or other related agreements) kept by Distributor examined once per Calendar Quarter by a public accounting firm appointed by MEL to verify the completeness and accuracy of the Records.

36. TUPE:

a. This Section 36 applies to the extent that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any equivalent legislation in the Territory which is derived from the Acquired Rights Directive (Directive 77/187 as amended by Directive 98/50/EC and consolidated in 2001/23/EC (the "Regulations") apply in respect of those MEL employees (or those of its distributors/sub-contractors other than Distributor) working exclusively on the sales and marketing of the Products immediately prior to the Effective Date or in respect of those employees of the Distributor or any sub-distributor working exclusively on the sales and marketing of the Products immediately prior to the date of termination or expiry of this Agreement (the "Employees").

b. Subject to the provisions of clause 36(c), (d) and (e) below MEL shall indemnify Distributor from and against all losses, costs, liabilities, expenses (including reasonable legal fees and disbursements), actions, proceedings, claims and demands ("Losses") arising out of or in connection with:

(i). any claim by any Employee (or representative on the Employee's behalf) for any remedy including but not limited to any breach of contract, unfair dismissal, redundancy, statutory redundancy, equal pay,

unlawful discrimination, unlawful deduction from wages, a protective award, an award under the National Minimum Wage Act 1998 or the Working Time Regulations 1998 or for breach of statutory duty or of any other nature as a result of anything done or omitted to be done by MEL (or its distributors/sub-

contractors other than Distributor) in relation to their employment or termination of such employment prior to the Effective Date;

(ii). any claim by any person (other than an Employee) who asserts that his rights and liabilities as a result of his employment with MEL or its distributors/sub-contractors (other than Distributor) (or the termination of such employment) whether before or after the Effective Date transfer to Distributor arising solely under the Regulations;

(iii). any failure by MEL (or those of its distributors/sub-contractors other than Distributor) to comply with their obligations under the Regulations, including but not limited to its obligations to inform and consult with the Employees in relation to the transfer of the sales and marketing services for the Products;

c. In the event that the Regulations are deemed or alleged to apply to transfer the employment of any person (other than an Employee) from MEL (or its distributors/sub-contractors other than Distributor) to Distributor at any time, Distributor shall have the right to terminate such employment with immediate effect and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment or termination of such employment subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

d. In the event that either (i) Distributor informs MEL before the Effective Date that it does not require the services of any or all of the Employees or (ii) MEL informs Distributor before the Effective Date that it wishes to retain all or any of the Employees, then MEL shall be fully responsible for those Employees (even if the Regulations are alleged to apply) and Distributor shall have the right to terminate such Employees' employment with immediate effect (should the Regulations be alleged to apply) and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment or termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

e. In the event that Distributor informs MEL within three (3) months of the Effective Date that it does not require the services of any or all of the Employees, then Distributor shall have the right to terminate such Employees' employment with immediate effect and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment from the Effective Date and/or arising out of the termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

f. Subject to the provisions of clause 36(b), (c), (d) and (e) above, Distributor shall indemnify MEL from and against all losses, costs, liabilities, expenses (including reasonable legal fees and disbursements), actions, proceedings, claims and demands ("Losses") arising out of or in connection with:

(i). any claim by any Employee (or representative on the Employee's behalf) for any remedy including but not limited to any breach of contract, unfair dismissal, redundancy, statutory redundancy, equal pay, unlawful discrimination, unlawful deduction from wages, a protective award, an award under the National Minimum Wage Act 1998 or the Working Time Regulations 1998 or for breach of statutory duty or of any other nature as a result of anything done or omitted to be done by Distributor or any sub-distributor in relation to their employment or termination of such employment after the Effective Date but prior to the date of termination or expiry of this Agreement;

(ii). any claim by any person (other than an Employee) who asserts that his rights and liabilities as a result of his employment with Distributor or its sub-distributor (or the termination of such employment)

whether before or after the date of termination or expiry of this Agreement transfer to MEL or its distributors arising solely under the Regulations;

(iii). any failure by Distributor or its sub-distributors to comply with its or their obligations under the Regulations, including but not limited to its obligations to inform and consult with the Employees in relation to the transfer of the sales and marketing services for the Products;

g. In the event that the Regulations are deemed or alleged to apply to transfer the employment of any person (other than an Employee) from Distributor or its sub-distributor to MEL or another of its distributors at any time, MEL or its distributors shall have the right to terminate such employment with immediate effect and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment or termination of such employment subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

h. In the event that either (i) MEL informs Distributor before the date of termination or expiry of this Agreement that it or its distributors do not require the services of any or all of the Employees or (ii) Distributor informs MEL before the date of termination or expiry of this Agreement that it wishes to retain all or any of the Employees, then Distributor shall be fully responsible for those Employees (even if the Regulations are alleged to apply) and MEL or its distributors shall have the right to terminate such Employees' employment with immediate effect (should the Regulations be alleged to apply) and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment or termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

i. In the event that MEL informs Distributor within three (3) months of the date of termination or expiry of this Agreement that it or its distributors do not require the services of any or all of the Employees, then MEL or its distributors shall have the right to terminate such Employees' employment with immediate effect and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment from the Effective Date and/or arising out of the termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

37. Publicity. MEL and Distributor each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the parties prior to release. Thereafter, each party agrees to use commercially reasonable efforts to consult with the other party regarding any public, written announcement which a party reasonably anticipates would be materially prejudicial to the other party. Nothing provided herein, however, will prevent either party from (a) making and continuing to make any statements or other disclosures it deems required, prudent or desirable under applicable Federal or State Security Laws (including without limitation the rules, regulations and directives of the Securities and Exchange Commission) and/or such party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no confidential information is disclosed. If a party

breaches this Section 37 it shall have a seven (7) day period in which to cure its breach after written notice from the other party. A breach of this Section 37 shall not entitle a party to damages or to terminate this Agreement.

38. Ethical Standards.

a. Distributor and each of its sub-distributors will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to MEL or the promotion and/or sale of Products will be made to

political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

b. MEL will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to Distributor or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

39. Controlling Language. This Agreement is in the English language only, which will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force of effect in the interpretation of this Agreement or in a determination of the intent of either party hereto.

40. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC and MEL:

Tauranga Ltd.
c/o Mason Hayes & Curran
South Bank House, Barrow Street, Dublin 4, Ireland
Attention: Tony Burke
Telecopy:+353-1-614-5001

And:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: Chief Financial Officer
Telecopy: (770) 989-3784

with a copy to:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: General Counsel
Telecopy: (770) 989-3784

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the

U.S. Postal Service in accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

41. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

42. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

43. Confidentiality. During the Term, each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligations shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(*Signature page/s follows.)*

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

TAURANGA LTD	COCA-COLA ENTERPRISES INC.
By: /s/ Rodney Sacks	By: /s/ William W. Douglass III
Name: Rodney Sacks	Name: William W. Douglass III
Its: Director	Its: EVP & Client Financial Officer

EXHIBIT A
Monster Energy International Distribution Agreement

INITIAL PRODUCT LIST

Category (500 milliliter cans, 500 milliliter bottles and 250 milliliter cans)	
MONSTER	X
MONSTER LO CARB	X
MONSTER RIPPER	X
MONSTER EXPORT	X

EXHIBIT B
Monster Energy International Distribution Agreement

THE TERRITORY

Great Britain and the Isle of Man

France

Monaco

The Netherlands

Luxembourg

EXHIBIT B

Monster Energy International Distribution Agreement

INITIAL SUB-DISTRIBUTORS

Country	Sub-Distributors
Great Britain and the Isle of Man	Coca-Cola Enterprises Ltd.
France	Coca-Cola Entreprise SAS
Monaco	Coca-Cola Entreprise SAS
The Netherlands	Coca-Cola Enterprises Nederland BV
Luxembourg	Soutirages Luxembourgeois SARL

EXHIBIT C

Monster Energy International Distribution Agreement

THE ACCOUNTS

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive***, ****	Accounts Reserved for MEL ***, ****
Convenience Stores			
Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for the Continental United States ("CONUS")			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States ("OCONUS")			
U.S. Military – Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
U.S. Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

**** Delineations of exclusivity for accounts have been redacted.

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive***, ****	Accounts Reserved for MEL ***, ****
Alcoholic Lic. On-Premise*			
General Sports Retailers non beverage outlets (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)			
Club Stores			
Vending			
All other accounts not falling within the descriptions listed above.			

***** "Alcoholic Licensed On-Premise Accounts" means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

MEL Initials: _____
Distributor Initials: _____

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
Monster Energy International Distribution Agreement

THE TRADEMARKS

HANSEN'S

HANSEN'S NATURAL

MONSTER ENERGY

MONSTER

MONSTER

MONSTER ENERGY

UNLEASH THE BEAST

MONSTER LO CARB

MONSTER RIPPER

MONSTER EXPORT

EXHIBIT E
Monster Energy International Distribution Agreement

COMPETING PRODUCTS

During the term of this Agreement, Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

MONSTER ENERGY
BELGIAN DISTRIBUTION AGREEMENT

This BELGIAN DISTRIBUTION AGREEMENT ("Agreement") is entered into as of October 3, 2008 (the "Effective Date") between TAURANGA LTD, a company organized and existing under the laws of the Republic of Ireland, trading as MONSTER ENERGY ("MEL") with offices at South Bank House, Barrow Street, Dublin 4, Ireland, and COCA-COLA ENTERPRISES INC., a Delaware corporation with offices at 2500 Windy Ridge Parkway, Atlanta, Georgia 30339 ("Distributor").

1. Recitals and Definitions.

a. MEL is a wholly owned subsidiary of Hansen Beverage Company, a Delaware corporation ("HBC"). HBC owns the exclusive right, title and interest in and to the Trademarks (as defined below). MEL has been authorized by HBC to use the Trademarks (as defined below) and manufacture, promote, market, distribute and sell, including without limitation through distributors appointed by MEL, the Products (as defined below) throughout the Territory (as defined below).

b. Distributor is a leading producer and distributor of beverages throughout Belgium and has substantial experience in the distribution of beverages. Distributor has developed and implemented successful marketing plans and/or systems for such distribution and which are substantially associated with the trademarks and trade name of The Coca-Cola Company ("KO"). KO has designated Distributor, and MEL wishes to appoint Distributor, as a distributor of Products (as defined below) as part of Distributor's business operations and systems, with performance to commence as of November 1, 2008, or such other date as may be mutually agreed by the parties in writing, but which in no event shall be later than November 30, 2008 (the "Commencement Date").

c. When used herein the word "Products" means (i) those products identified in Exhibit A hereto with an "X" as well as all other shelf-stable, non-alcoholic, Energy Drinks (as defined below) in ready to drink form, that are packaged and/or marketed by HBC at any time after the Effective Date under the primary brand name "Monster" or any other primary brand name having "Monster" as a derivative or part of such name, and which may, but are not required, to contain the " " mark, and/or the "M" icon, that HBC distributes from time to time through its network of full-service distributors in the United States such as, without limitation, the Anheuser-Busch Distributors, Miller/Coors distributors, and Coke/Pepsi/Dr. Pepper-7UP Bottlers; and (ii) such additional Energy Drinks, whether marketed under the Trademarks (as defined below) or otherwise, as MEL, Distributor and KO shall agree from time to time by executing an amended Exhibit A. The Products shall include all sizes of SKUs including, without limitation, 3 oz., 8 oz., 15 oz., 16 oz., 16.9 oz., 23.5 oz., 24 oz. and 32 oz. SKUs. When used herein (i) the word "Territory" means the territory identified in Exhibit B hereto, (ii) the word "Distributor's Accounts" means those accounts or classes of accounts identified in Exhibit C hereto other than those reserved for MEL as identified on Exhibit C, (iii) the word "Trademarks" means those names and marks identified on Exhibit D hereto, and (iv) the words "Energy Drink/s" means any ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

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2. Appointment.

a. are excluded from the definition of Distributor's Accounts are expressly reserved for MEL, or such other distributors as MEL may from time to time appoint. Distributor shall be entitled to appoint sub-distributors within the Territory provided that the terms of such appointment shall provide that the sub-distributors shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts set forth on Exhibit C, and the terms of such appointments shall not be inconsistent with the terms and conditions of this Agreement and shall be subject to MEL's rights hereunder. MEL acknowledges that Distributor intends to appoint a sub-distributor with respect to the Territory, as identified on Exhibit B-1 hereto. Except for the initial sub-distributor identified on Exhibit B-1 hereto, Distributor's appointment of sub-distributors shall be to supplement and augment but not to replace or substitute, wholly or partially, Distributor's resources, performance capabilities and/or ability to fully perform all of Distributor's obligations under this Agreement, including without limitation, as provided in Section 3 below, in the Territory. Distributor will remain liable for the actions, omissions and performance of all of Distributor's sub-distributors.

b. Distributor shall not directly or indirectly, alone or in conjunction with any other person or entity (i) actively seek or solicit customers or accounts for the Products outside the Territory or any customers or accounts located within the Territory other than Distributor's Accounts set forth on Exhibit C (in particular, but without limiting the above, Distributor shall not actively approach customers outside the Territory or accounts other than Distributor's Accounts in the Territory, whether by direct mail, visits, promotions or media advertising targeted at such customers, or otherwise), and/or (ii) actively sell, market, distribute or otherwise dispose of any Products to any persons or entities located outside the Territory or to any persons or entities located within the Territory who Distributor knows or reasonably believes will distribute or resell the Products outside the Territory. During the Term, Distributor shall purchase exclusively and directly from MEL or its nominees (and from no other person or entity) all of its requirements for Products.

c. Distributor acknowledges and agrees that it has no right to distribute any products of HBC other than the Products identified in Exhibit A hereto with an "X." Any sales by MEL to Distributor of any products of HBC that are not the Products identified in Exhibit A with an "X" and/or that are not listed on Exhibit A, and/or any products sold by MEL to Distributor and/or its sub-distributor(s) beyond the scope, term or after the termination of this Agreement, with or without cause, for any reason or no reason at all (i) shall not constitute, be construed as, or give rise to, any express or implied distribution agreement, course of conduct or other relationship between MEL and Distributor, (ii) shall not confer upon Distributor or its sub-distributor(s) any rights of any nature whatsoever, including without limitation to purchase, sell, market or distribute or continue to purchase, sell, market or distribute any products, including Products, or use the Trademarks other than with respect to products sold and delivered by MEL to Distributor, and (iii) shall constitute a separate transaction for each shipment of products actually delivered by MEL to Distributor and/or sub-distributor(s), in MEL's sole and absolute discretion, which MEL shall be entitled to exercise, vary, withdraw and/or cease, on a case by case basis, at any time in MEL's sole and absolute discretion. Distributor irrevocably waives, releases and discharges any claims, liabilities, actions and rights, in law or in equity, against MEL including without limitation for damages (including without limitation, consequential, special or punitive damages), compensation or severance payments or any other claims of whatsoever

nature by Distributor arising from or in connection with the matters referred to in this Section 2.c. and/or any acts, omissions or conduct of MEL with regard to such matters.

d. Distributor shall, at its sole expense, obtain all import licenses and governmental permits and approvals which may be necessary to permit the sale of Products in the Territory. Distributor shall also comply with any and all governmental laws, regulations, and orders which are applicable to Distributor by reason of its execution of this Agreement, including any and all laws, regulations or orders in the Territory which govern or affect the ordering, export, shipment, import, sale, delivery or redelivery of Products in the Territory. Distributor shall also

notify MEL of the existence and content of any provision of law which to Distributor's knowledge conflicts with any provisions of this Agreement at the time of its execution or thereafter. In the export of Products from the United States, Distributor shall further comply with the applicable law of the Territory, as well as U.S. laws and regulations governing exports, including the Export Administration Act and regulations thereunder, and the U.S. Boycott Regulations.

e. MEL and its affiliates (if applicable) will include a provision comparable to subsections 2.b.(i) and 2.b.(ii) above in its distribution agreements with distributors in territories within the European Economic Area. If any other distributor appointed by MEL or its affiliates in the European Economic Area (1) actively seeks and solicits customers in Distributor's exclusive accounts as identified on Exhibit C for Products in the "Territory," or (2) actively sells, markets, distributes or otherwise disposes of any Products, either directly or indirectly to any persons or entities located within its territory who such distributor knows or reasonably believes will distribute or resell the Products inside the Territory, MEL or its affiliates will take commercially reasonable steps to enforce MEL's or its affiliates (as the case may be) rights under any distribution agreement, to the extent enforceable under applicable law, to address the importation of Products into the Territory in violation of any applicable distribution agreement relating to the Products. MEL or its affiliates will take necessary commercially reasonable steps to enforce MEL's or its affiliates (as the case may be) rights (A) against any other distributors to address the importation of Products into the Territory in violation of applicable distribution agreements with such other distributors relating to the Products to which MEL or its affiliates are a party, and (B) to prevent such other distributors from breaching provisions comparable to subsections 2.b.(i) and 2.b.(ii), above, to the extent that MEL or its affiliates shall be entitled to do so pursuant to the terms of its distribution agreements with such distributors and to the extent enforceable under applicable law. Distributor shall cooperate and, if necessary and required by MEL, join with MEL in all such proceedings in accordance with the foregoing. Distributor shall have no claim, and MEL or its affiliates shall have no liability, arising from the sale of Products by such other distributors in the Territory, except to require MEL or its affiliates to enforce the above-mentioned provisions in the applicable distribution agreements.

f. The parties acknowledge that it is their current mutual intention that they will consider in due course entering into a written agreement on mutually acceptable terms to provide for the manufacture of certain Products in the Territory. This subsection 2.f shall not be enforceable against either party unless and until an enforceable agreement has been executed by both parties.

3. Distributor's Duties. Distributor shall:

a. Use commercially reasonable good faith efforts to actively and diligently promote, solicit and push vigorously the wide distribution and sale of the Products to Distributor's Accounts in the Territory, and shall allocate and devote thereto at least such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to the promotion, marketing and distribution of the Products shall in no event be less than the resources and efforts Distributor allocates and devotes to the promotion, marketing and distribution of all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates, unless to do so (with respect to Distributor's obligations under this sentence) would not be commercially feasible based on the then-current sales volumes of the Products;

b. Use commercially reasonable good faith efforts to actively and diligently develop new business opportunities for Products in Distributor's Accounts in the Territory, and shall allocate and devote thereto at least

such resources and efforts as are proportional to the volume that Distributor's sales of Products in the Territory represent to the volume of Distributor's sales of the principal (Flagship) brand of Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates from time to time in the Territory. Without detracting from the foregoing, the resources and efforts that Distributor shall allocate and devote to develop new business opportunities for Products at early sales presentations and during the new business development phase shall in no event be less than the resources and efforts Distributor allocates and devotes to develop new business opportunities for all Energy Drinks (including energy colas) of KO, Distributor and their respective affiliates at early sales presentations and during the new business development phase;

c. Use commercially reasonable efforts to actively and diligently manage all of Distributor's sub-distributors throughout the Territory to gain system alignment to promote the sale and distribution of Products;

d. Secure extensive in-store merchandising and optimal shelf positioning in Distributor's Accounts in the Territory with respect to Products;

e. Perform complete and efficient distribution functions to and in Distributor's Accounts throughout the Territory to the reasonable satisfaction of MEL;

f. Fully implement the Annual Business Plan (as defined and to be agreed upon from time-to-time in accordance with Section 13.b. below), and use commercially reasonable good faith efforts to achieve and maintain all of the objectives set with respect thereto as contemplated in Section 13.b below;

g. Achieve and maintain the Performance Targets (as defined and determined each calendar year in accordance with Section 13.d. below);

h. In relation to the sales of the Products only, permit MEL representatives to accompany Distributor's salesmen on sales routes in the Territory, upon reasonable advance notice to Distributor;

i. Achieve optimum ambient and cold space, position, prominence, and visibility of the Products in all Distributor's Accounts in the Territory;

j. Promote and maintain an efficient, viable and financially sound system of distribution for the Products in Distributor's Accounts throughout the Territory;

k. Provide the resources necessary for the sale, delivery, marketing, promotion and servicing of the Products in Distributor's Accounts within the Territory;

l. Achieve and maintain Minimum Distribution Levels for the Products in Distributor's Accounts designated on Exhibit C as exclusive to Distributor as agreed upon or determined in accordance with Section 13.c. below from time to time;

m. Satisfy its obligations specified in Sections 10 and 13 below;

n. Provide such sales and marketing information in relation to the Products as may be reasonably requested by MEL;

o. Distributor shall comply with any laws and regulations of the Territory and be responsible for ensuring that all Product deliveries by it within the Territory comply with all health, safety, environmental and other standards, specifications and other requirements imposed by law, regulation or order in the Territory, and applicable to the Products;

p. Assign such article numbers as may be utilized by Distributor from time to time for each Product and Product package to track sales information by its sales data collection system and its bottlers; and

q. Cause all of its promotional and marketing efforts and/or activities under this Agreement to be devoted solely to the Products. Unless approved by MEL's prior written consent, it shall be a violation of this subsection for (1) Products to be placed by Distributor in equipment branded with the trademark of another energy drink, but not if branded with another non-energy beverage trademark; (2) other energy drinks to be placed by Distributor in equipment branded for Products; (3) sales materials created by Distributor to include trademarks of Products and other energy drinks; (4) Distributor's promotional pricing and/or promotional and/or marketing activities and/or promotional and/or marketing programs to apply to all or any Products in combination with all or any other energy products sold by Distributor. It is not a violation of this subsection for Products to be ordered, sold, delivered, or merchandised by the same person or in the same vehicles.

4. Prices.

a. The prices ("Selling Price") to be paid by Distributor to MEL for the Products shall be reviewed and determined annually by MEL for the forthcoming year after discussion with Distributor but shall be subject to adjustment in accordance with Section 4.c. below. The annual increases to the Selling Price will be communicated to the Distributor no later than three (3) calendar months prior to implementation of price increases in a country within the Territory.

b. It is acknowledged that from time to time Distributor may be required by its customer/s to fix, for a period of up to twelve (12) months, the prices that Distributor may charge to its customer/s for certain Products. In this event, Distributor may request that MEL fixes the prices to be paid by Distributor for the applicable Product/s to be resold to such customer/s. MEL shall promptly discuss such a request with Distributor in good faith and the parties will prepare and record any agreement in writing. Provided that MEL agrees to the foregoing in writing, MEL shall not adjust, for the same period that Distributor's prices are fixed, the prices to be paid by Distributor for the applicable Product/s ***. Nothing contained in this Section 4.b. shall be construed as imposing any agreement or restriction on the right of either MEL to unilaterally determine the Selling Price or the right of the Distributor to unilaterally determine Distributor's own resale prices and terms of business.

c. Notwithstanding anything to the contrary contained in this Agreement, in the event of any material change in the costs associated with production of the Products (including, but not limited to, a material change in the costs of ingredients, packaging materials, energy or freight costs related to the production and shipping of Products) at any time, then MEL may adjust the Selling Price of Products to Distributor to reflect such cost ***. MEL shall provide reasonable supporting documentation evidencing the material change in its costs of production and delivery, if requested by Distributor.

d. All Selling Prices are exclusive of (1) any costs of carriage and insurance of the Products, and (2) any applicable value added or any other sales tax, which shall be payable by Distributor.

e. MEL shall reimburse or credit Distributor for all of Distributor's actual out-of-pocket expenses paid or incurred by Distributor in relation to the promotion and trade marketing of Products including without limitation discounts, allowances, rebates, demonstration costs, promotional programs, racks, sampling, point-of-sale and merchandizing aids such as promotional stickers, price tags, etc., free products and slotting fees, shelf programs, local or customer-based promotions, and similar out-of-pocket expenses incurred and paid by Distributor but only if, and to the extent, previously approved by MEL in writing.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

5. Orders. All purchase orders for Products shall be transmitted in writing or electronically, shall specify a reasonable date and time for delivery to locations in the Territory agreed upon in writing between the parties from time to time with a lead time of at least ten (10) days and shall be subject to acceptance by MEL in MEL's reasonable discretion. If MEL is unable to accept an order for any reason, then MEL will use commercially reasonable efforts to equitably allocate available Products to fill orders from its distributors and customers, including Distributor. In the event of any conflict or inconsistency

between the terms of this Agreement and any purchase order, the terms of this Agreement shall govern. All such purchase orders shall be deemed acceptances of MEL's offers to sell Products and shall limit acceptance by Distributor to the terms and conditions thereof.

6. Payment. MEL shall invoice Distributor on a monthly basis and Distributor shall promptly pay MEL for the Products, in Euros for Products sold in the Territory, in full (without set off, deduction or counter claim) by electronic transfer within *** of the date of the relevant invoice or such other period as may be agreed by MEL from time to time in writing. Distributor and MEL shall use a mutually agreeable method of electronic settlement of accounts that Distributor reasonably approves which may include ACH or Xign, Distributor's current electronic invoice presentment system. If Distributor is delinquent in payment upon presentation of invoice and remains delinquent for seven (7) days after written notice calling upon Distributor to pay, Distributor shall reimburse MEL for any costs and expenses incurred by MEL in collecting such delinquent amounts, including, without limitation, legal fees and costs including fees of collection agencies, and interest computed at the lesser of *** percent *** per month or part thereof from the due date(s) or the maximum legally permissible.

7. Title and Risk of Loss. Title and risk of loss to the Products shall pass to Distributor upon delivery of the Products to Distributor.

8. Forecast and Delivery.

a. Distributor shall provide MEL with *** forecasts describing the volume of each SKU of Products that Distributor projects will be ordered during each *** week period during the Term (as defined below) of this Agreement. Distributor shall submit each updated forecast monthly in a format reasonably acceptable to MEL no later than the first day of each month during the Term.

b. Unless otherwise agreed in writing by the parties to this Agreement, the Products will be tendered by MEL for delivery to Distributor in full truckload quantities of particular Product lines and extensions but without combining different Product lines in the same truckloads. For the avoidance of doubt, Monster and its extensions and Java Monster and its extensions are different particular Product lines. Subject to Distributor providing MEL forecasts in accordance with Section 8.a. above, MEL agrees to use commercially reasonable good faith efforts to deliver Products to Distributor within *** of receipt by MEL of the applicable purchase orders for Products in compliance with Sections 5 and 8.a. above to (i) Distributor, in the case of Products delivered from the point of manufacture to Distributor by ground transportation, and (ii) the shipper, in the case of delivery of the Products to Distributor which involves shipment by sea. MEL shall deliver to Distributor Products with at least six (6) months shelf life remaining at the time of delivery or such other period as may be agreed to between MEL and Distributor with respect to any specific Products. Notwithstanding the foregoing, Distributor acknowledges that delivery dates set forth in purchase orders for Products accepted by MEL are merely approximate and that MEL shall have no liability for late deliveries, except only for fines, penalties and assessments imposed by Distributor's customers and actually paid by Distributor which arise solely and directly as a result of MEL's failure to comply with its obligations under this Section 8.

9. Trademarks.

a. Distributor acknowledges HBC's exclusive right, title, and interest in and to the Trademarks and trade names, whether or not registered, patents and patent applications ("Patents"), copyrights ("Copyrights") and trade secrets and know-how ("Know-How") which HBC may have at any time created, adopted, used, registered, or been issued in the United States of America or in any other location in connection with HBC's business or the

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Products and Distributor shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of HBC's right, title, and interest in and to the Trademarks, trade names, Patents, Copyrights, and Know-How. Any approval by MEL for Distributor to use any Trademarks, trade names, Patents, Copyrights, trade secrets and Know-How in connection with the distribution and sale of the Products shall be a mere temporary permission, uncoupled with any right or interest, and without payment of any fee or royalty charge for such use.

b. Distributor shall not use any trademark, name, brand name, logo or other production designation or symbol in connection with Products other than the Trademarks, subject to the terms of this Section 9. It will not be a breach of this Section for the Products to be delivered by the Distributor in vehicles, or using employees, agents, assigns or sub-distributors wearing clothing, displaying any other trademark, name, brand name, logo or other products designation or symbol. Distributor acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder) and that any use by Distributor of the Trademarks will inure solely to HBC's benefit. Distributor may only use the Trademarks in strict accordance with MEL's policies and instructions, and MEL reserves the right, from time to time and at any time, at its discretion, to modify such policies and instructions then in effect.

c. Any proposed use by Distributor of the Trademarks (to the extent that it either has not been previously approved by MEL in writing or differs materially from a use previously approved by MEL in writing) shall be subject to the prior written consent of MEL, which MEL may withhold in its sole and absolute discretion. Distributor shall submit to MEL in writing each different proposed use of the Trademarks in any medium.

d. Distributor shall not at any time alter the Trademarks or the packaging of Products, use the Trademarks for any purpose other than the promotion, advertising and sale of Products hereunder, or challenge the validity, or do or refrain from doing any act which might result in impairment of the value, of the Trademarks. Distributor shall not cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks.

e. In advertising, promotions or in any other manner so as to identify Products, Distributor shall clearly indicate HBC's ownership of the Trademarks. Distributor further agrees that before distributing or publishing any sales literature, promotional or descriptive materials, MEL shall have the right, upon request, to inspect, edit and approve such materials which illustrate, describe or discuss the Products. Distributor shall comply with any Trademark usage guidelines that MEL provides to it in writing.

f. Upon the termination of this Agreement, the temporary permission granted under sub-Section 9.a. above will terminate and the Distributor shall cease and desist from any use of the Trademarks and any names, marks, logos or symbols similar thereto and the use of any Patents, Copyrights and Know-How.

g. Distributor shall (i) notify MEL of any actual or suspected misuse or infringement of any Trademark, brand name, logo or other production designation or symbol in the Territory, (ii) at MEL's expense and upon MEL's request, assist in such legal proceedings as MEL will deem necessary for the safeguard of any Trademark, brand name, logo or other production designation or symbol in the Territory, and execute and deliver in accordance with MEL's request such documents and instruments as may be necessary or appropriate in the conduct of such proceedings, and (iii) at MEL's expense, assist HBC and MEL in the registration and/or renewal of registration of any Trademark, brand name, logo or other production designation or symbol in the Territory as HBC or MEL may determine to be necessary or desirable, and execute such documents and instruments as may be necessary to register or to apply for the registration (or registration renewal) of such Trademark, brand name, logo or other production designation or symbol.

h. If during the term of this Agreement a third party institutes against HBC, MEL or Distributor any claim or proceeding that alleges that the use of any Trademark or any Know-How, Patent, trade secret or Copyright in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this

Agreement infringes the intellectual property rights held by such third party, then MEL shall, in its sole discretion, and at its sole expense, contest, settle, and/or assume direction and control of the defense or settlement of, such action, including all necessary appeals thereunder. Distributor shall use all reasonable efforts to assist and cooperate with MEL in such action, subject to MEL reimbursing Distributor for any reasonable out-of-pocket expenses incurred by Distributor in connection with such assistance and cooperation. If, as a result of any such action, a judgment is entered by a court of competent jurisdiction, or settlement is entered by MEL, such that any Know-How, Patent, trade secret, Copyright or Trademark cannot be used in connection with the distribution, marketing, promotion, merchandising and/or sales of the Products under this Agreement without infringing upon the intellectual property rights of such third party, then HBC, MEL and Distributor promptly shall cease using such affected Know-How, Patent, trade secret Copyright or Trademark in connection with the distribution, marketing, promotion, merchandising and/or sale of the Products under this Agreement. Except as otherwise specified in this Agreement, neither party shall incur any liability or obligation to the other party arising from any such cessation of the use of the affected Trademark.

10. Promotion and Trade Marketing of Products. Distributor shall be responsible for promotion and "trade" marketing of the Products to Distributor's Accounts within the Territory. Distributor shall use commercially reasonable efforts to actively and diligently distribute and encourage the utilization of merchandising aids and promotional materials in all Distributor's Accounts throughout the Territory. Without in any way detracting from the foregoing, Distributor shall reasonably participate in and diligently implement all "trade" marketing and promotional programs that are mutually agreed upon by MEL and Distributor from time to time. Distributor acknowledges that (a) MEL has no obligation to market and promote the Products, and (b) MEL makes no, and hereby disclaims any, express or implied warranty, representation, or covenant relating to or in connection with MEL's marketing and promotional activities including any Global Branding and Marketing activities (as defined in Section 13.a. below), including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as expressly provided in Section 19 below, Distributor shall have no claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and/or liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

11. Term. Unless terminated by either party pursuant to the terms of this Agreement, the initial term of this Agreement shall commence on the Effective Date and shall end on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). After the Initial Term, this Agreement may be renewed for one (1) additional five (5)-year term ("Additional Term") if (a) either party gives written notice to the other at least one hundred twenty (120) days prior to the end of the Initial Term of its intention to renew the Agreement for an Additional Term, and (b) MEL determines that the provisions of Sections 2.a., 2.b. and 21 of this Agreement are valid and enforceable in accordance with their respective terms during the Additional Term. If MEL determines that it is necessary or desirable that the parties execute an additional agreement or instrument in order for the provisions of Sections 2.a., 2.b. and 21 to be valid and enforceable, then the parties agree to execute such documents as may reasonably be required to give effect to the foregoing. A "Contract Year" means any calendar year during the Term and the period from the Commencement Date until the close of business on December 31st of the calendar year in which the Commencement Date falls. The Initial Term and the Additional Term are collectively referred to as the "Term."

12. Termination.

a. Termination for Cause.

(i). Termination By Either Party. Without prejudice to its other rights and remedies under this Agreement and those rights and remedies otherwise available in equity or at law, either party may terminate this Agreement on the occurrence of one or more of the following:

(A). Breach. The other party's material breach of a provision of this Agreement and failure to cure such breach within thirty (30) days after receiving written notice describing such breach in reasonable detail from the non-breaching party; provided, however, if such breach is of a nature that it cannot reasonably be cured within thirty (30) days, then the breaching party shall have an additional thirty (30) day period to cure such breach, providing it immediately commences, and thereafter diligently prosecutes, in good faith, its best efforts to cure such breach. In the event that either MEL or Distributor exercises its right to terminate this Agreement in accordance with this Section 12.a.(i)(A), the breaching party shall be obligated to pay the other party a severance payment (the "Breach Severance Payment") in the amount calculated as follows: the Distributor's "average gross profit per case" (as defined below) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. The Distributor's "average gross profit per case" shall mean the Distributor's actual selling price less (i) promotion allowances, discounts, free cases and allowance programs, and (ii) Distributor's laid in cost of the Products.

(B) Insolvency. The other party (a) makes any general arrangement or assignment for the benefit of creditors, (b) becomes bankrupt, insolvent or a "debtor" as defined in 11 U.S.C. § 101, or any successor statute (unless such petition is dismissed within sixty (60) days after its original filing), (c) has appointed a trustee or receiver to take possession of substantially all of such party's assets or interest in this Agreement (unless possession is restored to such party within sixty (60) days after such taking), or (d) has substantially all of such party's assets or interest in this Agreement (unless such attachment, execution or judicial seizure is discharged within sixty (60) days after such attachment, execution or judicial seizure) attached, executed, or judicially seized.

(C). Agreement. Mutual written agreement of the parties.

(ii). Termination by MEL. MEL may terminate this Agreement at any time:

(A) Upon written notice, and such termination will be effective immediately upon Distributor's receipt of such notice, (x) if Distributor sells, assigns, delegates or transfers any of its rights and obligations under this Agreement without having obtained MEL's prior written consent thereto (which consent may be withheld in MEL's sole discretion), other than as a result of a material change in the control of Distributor or sale by Distributor of all or substantially all of its assets approved as provided in clause (y) below of this Section 12.a.(ii)(A), except if such assignment, sale, delegation or transfer is to KO, or (y) if there is any material change in the control of Distributor or Distributor sells all or substantially all of its assets without the prior written consent of MEL, which MEL shall not be entitled to unreasonably withhold, unless such control or assets are acquired by KO.

(B) In the event that Distributor fails to achieve the Performance Targets (defined and determined from time to time in accordance with the provisions of Section 13.d. below) for any calendar year, provided MEL has delivered to Distributor written notice of the failure to achieve a Performance Target and Distributor has failed to remedy the deficiency within ninety (90) days of Distributor's receipt of such notice, as determined by the Reports (as defined in Section 13.d.(i)) for the most recent four (4) week period immediately preceding the expiration of such ninety (90) day notice period.

(C) If all or any of the Concurrent Agreements (as defined below) are terminated by Distributor or Coca-Cola Bottling Company, a Nova Scotia corporation ("CCBC"), without cause or terminated by HBC or MEL, as the case may be, as a result of a breach by Distributor or CCBC, as the case may be, then MEL shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination, by written notice by MEL to Distributor. Any such termination shall be effective upon Distributor's receipt of MEL's written notice of termination, and MEL shall not be liable to Distributor or otherwise obligated to pay to Distributor any severance payment or other amount by reason of such termination for compensation, reimbursement or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

MEL's right to terminate this Agreement under this Section 12.a.(ii)(C) shall be independent of any other rights or remedies of MEL under this Agreement. The "Concurrent Agreements" mean (i) the Monster Energy Distribution Agreement dated concurrently herewith between HBC and Distributor, (ii) the Monster Energy Canadian Distribution Agreement dated concurrently herewith between HBC and CCBC, and (iii) the Monster Energy International Distribution Agreement dated concurrently herewith between MEL and Distributor.

(iii). Termination by Distributor. Distributor may terminate this Agreement at any time:

(A) If MEL fails to deliver to Distributor at *** percent *** of the aggregate volume of all Products ordered by Distributor in accordance with Sections 5 and 8 above over a continuous period of ninety (90) days after the initial due date/s for delivery in accordance with Section 8.b. above, provided Distributor has delivered to MEL written notice of such failure and MEL has failed to remedy such deficiency within thirty (30) days of MEL's receipt of such notice; and

(B) If all or any of the Concurrent Agreements are terminated by HBC or MEL, as the case may be, without cause or terminated by Distributor or CCBC, as the case may be, as a result of HBC's or MEL's breach, as the case may be, then Distributor shall have the option to terminate this Agreement, which option may be exercised within one hundred twenty (120) days of the occurrence of such termination, by written notice by Distributor to MEL. Any such termination shall be effective upon MEL's receipt of Distributor's written notice of termination, and Distributor shall not be liable to MEL or otherwise obligated to pay to MEL any severance payment or other amount by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (i) loss of prospective compensation or earnings, (ii) goodwill or loss thereof, or (iii) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement. Distributor's right to terminate this Agreement under this Section 12.a.(iii)(B) shall be independent of any other rights or remedies of Distributor under this Agreement.

b. Complete or Partial Termination By MEL Without Cause and Severance Payment.

(i). MEL or any successor to MEL, shall have the right at any time, upon sixty (60) days written notice (or such longer period as MEL may determine, in its sole discretion), to terminate, without cause or for no reason (A) this Agreement in its entirety (a "Complete Termination"), and/or (B) Distributor's right to sell any one or more of the brands of Products identified in Exhibit A hereto, as amended from time to time (a "Partial Product Termination").

(ii). In the event of a Complete Termination or Partial Product Termination, MEL or its successor, as the case may be, shall pay to Distributor a severance payment measured as a genuine pre-estimate of the Distributor's losses and not as a penalty and calculated with respect to the Products which are the subject of the termination (the "Product Severance Payment"), calculated as follows: the Distributor's "average gross profit per case" (as defined above) per Product line multiplied by the number of cases of such Products sold by Distributor during the most recently completed twelve (12) month period ending on the last day of the month preceding the month in which the Complete Termination or Partial Product Termination, as the case may be, occurs. The Product Severance Payment shall be paid by MEL to Distributor within thirty (30) days of the later of (A) the date of the applicable termination, and (B) MEL's receipt of all information reasonably necessary to support computation of the Product Severance Payment, in a form and substance satisfactory to MEL.

c. Distributor Right to Terminate Without Cause and Severance Payment.

(i). Distributor, or any successor to Distributor, shall have the right at any time to terminate this Agreement, without cause or for no reason, upon at least one (1) year's written notice to MEL or such shorter period as MEL shall agree in writing.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(ii). If Distributor exercises its right to terminate this Agreement in accordance with Section 12.c.(i) above, Distributor shall pay to MEL a severance payment (the "Distributor Severance Payment") in an amount equal to Distributor's "average gross profit per case" (as defined above) multiplied by the number of cases of Products sold by the Distributor during the most recently completed twelve (12) month period ended on the last day of the month preceding the month in which this Agreement is terminated. If, such notice is given by Distributor and thereafter this Agreement is otherwise terminated as a result of Distributor's breach of this Agreement, including without limitation, arising from the elimination of substantially all of MEL's benefits under this Agreement by Distributor or Distributor's repudiation or abandonment of this Agreement within such one (1) year notice period then, without prejudice to any of MEL's other rights and/or remedies, the Distributor Severance Payment shall be multiplied by ***.

(iii). At any time, and from time to time, after Distributor gives MEL written notice of termination, and without prejudice to, or in any way detracting from, Distributor's obligation to pay the Distributor Severance Payment, MEL may elect to exercise its right to terminate this Agreement wholly or partially with respect to any part of the Territory or one or more of the Products, prior to the expiration of any notice period, in which event MEL shall not be liable to Distributor by reason of such termination for compensation, reimbursement, or damages of whatsoever nature including, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

d. Sole Remedy.

(i). The Breach Severance Payment and/or the Product Severance Payment payable by MEL to Distributor pursuant to the provisions of Section 12.a.(i)(A) and/or Section 12.b.(ii) above respectively, if any, and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to this Agreement, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute Distributor's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that Distributor may have against MEL as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall MEL be liable to Distributor by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of Distributor or in reliance on the existence of this Agreement.

(ii). The Breach Severance Payment and/or the Distributor Severance Payment payable by Distributor to MEL pursuant to the provisions of Section 12.a.(i)(A) and Section 12.c.(ii) above respectively, if any, and MEL's repurchase of Distributor's inventory of Products and advertising materials pursuant to Section 12.e.(iv) below, or Distributor's right to sell such inventory if not so repurchased by MEL, shall constitute MEL's sole and exclusive remedy for the termination or non-renewal of this Agreement, including, without limitation, in the case of a breach and shall be in lieu of all other claims that MEL may have against Distributor as a result thereof. Without in any way detracting from or limiting the provisions of Section 12.e.(iii) below and, in addition thereto, under no circumstances shall Distributor be liable to MEL by reason of the termination or non-renewal of this Agreement for compensation, reimbursement or damages of whatsoever nature including, without limitation, for (A) loss of prospective compensation or earnings, (B) goodwill or loss thereof, or (C) expenditures, investments, leases or any type of commitment made in connection with the business of MEL or in reliance on the existence of this Agreement.

e. Other Terms Pertaining to Termination. In the event of the termination of this Agreement for any reason whatsoever (and whether such termination is due to the breach of any of the provisions of this Agreement by any party and/or itself is in breach of the Agreement or otherwise):

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(i). MEL shall have the right to cancel all of Distributor's purchase orders for affected Products accepted but remaining unfilled as of the date of termination;

(ii). all amounts payable by Distributor to MEL or by MEL to Distributor shall be accelerated and shall immediately become due unless such termination results from the other's breach of this Agreement;

(iii). except for the sole remedy provisions in Sections 12.d.(i) and (ii), neither party shall be liable to the other party in contract, tort or on any other theory of liability for any damage, loss, cost or expense (whether general, special, indirect, incidental, consequential or punitive) suffered, incurred or claimed by the other party as a result of or related to such breach and/or termination (even if the termination results from a breach and the breaching party has been advised of the possibility of such damages), including, without limitation, loss of anticipated profits or goodwill, loss of or damage to goodwill or business reputation or any loss of investments or payments made by either party in anticipation of performing under this Agreement; and

(iv). MEL and Distributor shall each have the option, exercisable upon written notice to the other within thirty (30) days after the date of termination hereof, to cause MEL to repurchase all affected Products in Distributor's inventory and current advertising materials (providing such Products and advertising materials are in saleable condition) at the prices paid or payable for such Products by Distributor (less any freight and insurance charges), F.O.B., Distributor's premises.

(v). Any Breach Severance Payment, Product Severance Payment, and/or Distributor Severance Payment, and any applicable multiple, percentage or variation thereof (each, for purposes of this Section 12e.(v), a "Severance Payment") payable in accordance with this Agreement by either MEL or Distributor in the event of termination of this Agreement shall constitute reasonable liquidated damages and is not intended as a forfeiture or penalty. MEL and Distributor agree that it would be impractical and extremely difficult to estimate the total detriment suffered by either party as a result of termination of this Agreement pursuant to this Section 12, and that under the circumstances existing as of the Effective Date, the applicable Severance Payment represents a reasonable estimate of the damages which either MEL or Distributor will incur as a result of such applicable termination. Therefore, MEL and Distributor agree that a reasonable estimate of the total detriment that either party would suffer in the event of termination of this Agreement pursuant to this Section 12

is an amount equal to the applicable Severance Payment. The foregoing provision shall not waive or affect either party's indemnity obligations or the parties' respective rights to enforce those indemnity obligations under this Agreement, or waive or affect either party's obligations with respect to any other provision of this Agreement which by its terms survives the termination of this Agreement.

f. Continued Supply of Products After Termination. In the event MEL continues to supply Products to Distributor for any reason following the termination of this Agreement, Distributor acknowledges and agrees that any such action shall not constitute a waiver of MEL's rights under this Agreement or a reinstatement, renewal or continuation of the term of this Agreement. MEL and Distributor agree that if MEL continues to supply Products to Distributor following the termination of this Agreement, (i) Distributor shall not actively seek or solicit customers for the Products outside the Territory or any customers located within the Territory other than the Distributor's Accounts, (ii) Distributor shall promptly pay the prices of the Products in full (without deduction or set-off for any reason) in accordance with the payment terms set forth in MEL's invoice, and (iii) MEL shall have the right, in its sole discretion, to discontinue supplying Products to Distributor at any time, without notice to Distributor.

g. Distributor's Obligations After Notice of Termination.

(i). During any period after either party gives the other notice of termination of this Agreement and until actual termination of this Agreement, Distributor shall (A) continue to perform of all of Distributor's obligations under this Agreement, including without limitation, all of Distributor's obligations under Section 3 above, (B) not cause or permit the Products or the Trademarks to be prejudiced in any manner, (C) not eliminate, reduce or replace the listings, shelf space, positioning and/or other benefits enjoyed by the Products, and

(D) generally cooperate with MEL in relation to the transition to any new distributor appointed by MEL for the Territory.

(ii). For a period of thirty (30) days after termination of this Agreement for any reason, Distributor shall not tortiously interfere with any listings, shelf space, or positioning for the Products.

13. Annual Business Plan; Minimum Distribution Levels; Promotion.

a. During the Term, MEL shall have primary responsibility for the overall global branding and positioning of the Products, as well as brand and image marketing for the Products, in such form and manner and of such nature and to such extent as may be determined by MEL in its sole and absolute discretion from time to time ("Global Branding and Marketing"). Distributor acknowledges and agrees that MEL makes no express or implied warranty, representation or covenant relating to or in connection with any Global Branding and Marketing activities, including without limitation, as to the value, performance, extent, effectiveness, quantity, quality, success or results of any such activities or the lack thereof. Except as set forth in Section 19 below, Distributor shall not have any claim against MEL and its affiliates and hereby releases MEL and its affiliates from all and any claims by, and liability to, Distributor of any nature for its failure to market and promote, or adequately market and promote, the Products or arising from or relating to or in connection with any Global Branding and Marketing activities procured, provided or performed by MEL or MEL's failure to procure, provide or perform such activities.

b. Not less than sixty (60) days before the end of each Contract Year, MEL and Distributor shall mutually review the conditions of the marketplace, Distributor's efforts to achieve sales and its results, including year over year performance, as well as a proposed annual sales, promotion, and trade marketing plan ("Annual Business Plan") for the next Contract Year prepared by Distributor. Such review shall include discussion on marketing efforts and proposed programs to be implemented to improve the distribution and/or sales velocity of the very lowest selling (measured by sales velocity) SKU/s of Products, if appropriate, and/or the possible deletion from distribution, if appropriate, of the very lowest selling (measured by sales velocity) SKU/s of Products but in accordance with and subject to the provisions of Section 13.f. below. Such Annual Business Plan shall cover such matters as may be appropriate including specific account placement performance objectives, merchandising goals, specific account and channel objectives for specified distribution channels, distribution goals, a sales and marketing spending plan and a strategy for maximizing sales and growth of market share. Additionally, if the Territory has an ethnic market or concentration, the Annual Business Plan shall address such specific ethnic segments, including retail promotions, point-of-sale allocations and special events for ethnic segments. The Annual Business Plan shall not detract from the provisions of Section 10 above. Distributor shall fully implement such Annual Business Plan in the following Year in accordance with Section 3.f. above.

c. Not less than sixty (60) days before the end of the then-current Contract Year, MEL and Distributor shall mutually agree, in writing, on the minimum distribution levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year (the "Minimum Distribution Levels"). Should the parties have failed, for whatsoever reason, to mutually agree upon the Minimum Distribution Levels to be achieved and maintained by Distributor for the Products throughout the next Contract Year, the same shall be determined by reference to the process described in Section 13.d below. The parties shall perform all of their respective obligations under this Section except that Distributor shall not be obligated to achieve and maintain the Minimum Distribution Levels until the expiration of the six (6) month period immediately following the Effective Date of this Agreement.

d. MEL and Distributor shall also agree in writing to performance targets to be achieved and maintained by Distributor for the forthcoming calendar year of this Agreement (collectively, the "Performance Targets"). The Performance Target for the 2009 calendar year will be to integrate Products into the Distributor's distribution system and within a reasonable time to improve the distribution levels and quality thereof and extent of SKU's in distribution in all Distributor's Accounts within the Territory above existing levels at the commencement of this Agreement and to meet the other Performance Targets that will be mutually agreed by the parties. In years subsequent to 2009 Performance Targets shall consist of executional measures such as distribution levels, quality of

distribution, extent of SKU's in distribution, displays and shelf space and positioning on shelves and in coolers, as mutually agreed. For the avoidance of doubt, neither Minimum Distribution Levels nor Performance Targets will include volume requirements.

If the parties are unable to agree to the Performance Targets for any calendar year commencing with the 2010 calendar year, prior to the commencement of each such calendar year, then the Performance Targets for such year shall be as follows:

(i). the Minimum Distribution Levels that shall be required to be achieved and maintained on average during the year for the Monster Energy brand measured at the commencement of each applicable quarter, and primarily determined with reference to the Nielsen reports (Scantrack) or IRI (Infoscan) or equivalent reports (the "Reports") shall be no less than the Distribution Levels of the leading energy brand within the Distributor's portfolio in the Territory. If the Monster Energy brand is, during such year, the leading energy brand within the Territory, then such Minimum Distribution Levels shall at a minimum be not less than the national average distribution levels of the second leading energy brand within the Territory measured at the commencement of each applicable year.

(ii). the Minimum Distribution Levels that shall be required to be achieved and maintained for Products other than Monster Energy brand, shall be commercially reasonable levels from time to time in light of the distribution levels and velocities of comparable products in the Territory and the distribution levels and velocities achieved by Distributor and/or its sub-distributors with regard to Distributor's other energy brands at the time;

(iii). a commercially reasonable representation of all SKU's of Products shall be required to be in distribution throughout the year in reasonable positioning on shelves, which shall take into account retailer willingness to sell all of the SKU's of Products, shelf space limitations and other commercially reasonable factors that may be applicable in the market; and

e. The Minimum Distribution Levels for the Products that shall be required to be achieved and maintained by Distributor for the Products shall be reduced to the extent only that actual distribution levels are eroded as a direct result of (A) MEL's failure to deliver Products in accordance with this Agreement or (B) MEL's failure to reimburse all costs pursuant to Section 4.e above.

f. The parties agree to periodically meet in order to discuss performance of the lowest selling SKU/s of Products and to delete from distribution in the Territory any SKU/s the parties mutually agree in writing, provided that MEL will not unreasonably withhold its approval to the deletion of any applicable SKU/s. MEL may withhold its approval to deletion of any SKU/s if any applicable SKU/s has/have sufficient sales velocity or is or are capable of delivering sufficient sales velocity in any one or more of Distributor's Accounts or any one or more regions or countries, as the case may be, to make such SKU/s economically viable to continue in distribution in such one or more of Distributor's Accounts or in any one or more regions or countries, as the case may be. Notwithstanding the foregoing, unless mutually agreed in writing, in no event shall more than *** percent *** of the total number of SKU's, rounded down to the nearest whole number (*** percent *** of the total number of SKU's is less than *** but more than ***, in which case the number will be rounded up to ***), be deleted from distribution in any *** period.

g. Promotional activities shall be regulated as follows:

(i). MEL and Distributor shall periodically meet and may mutually agree to additional promotional activities including further programs and campaigns not included in the promotional activities contemplated in Section 4.e. above. The promotional activities costs that are so agreed to between the parties shall be shared between, and paid by, Distributor and MEL as may be agreed in writing from time to time.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

(ii). Distributor shall continue its business in the ordinary course including the provision, utilization, and maintenance of coolers, other refrigeration equipment, and vending machines. Distributor shall be responsible for creating marketing materials for submission to MEL for its final written approval. Distributor shall not use marketing materials unless approved by MEL in writing; provided that if MEL does not notify Distributor that it objects to any suggested marketing materials within fifteen (15) days after receipt of such materials from Distributor, MEL shall be deemed to have approved such suggested marketing materials.

14. Distribution Accounts and MOLOP Accounts.

a. Distributor and its sub-distributors shall have the primary relationship with retail and other customers throughout the Territory as defined in Exhibit C and shall be responsible for negotiating the terms of sale of the Products within the Territory; provided that without detracting therefrom MEL shall retain the right to provide input to Distributor and its sub-distributors regarding sales strategy and other matters as well as to provide sales, marketing, promotional and merchandising support and programs to retail and other customers as well as the right to meet directly with and make presentations to retail and other customers within the Territory as may be appropriate from time to time; and provided further that MEL will advise Distributor of such meetings beforehand to the extent practicable and Distributor shall be entitled to accompany MEL to the meetings. Additionally, MEL may accompany, assist and support Distributor and/or its sub-distributors from time to time on sales calls to Distributor Accounts in the Territory. For the sake of clarity, MEL shall not offer or agree terms of supply and/or terms of sale of the Products within the Territory to any of Distributor's Accounts without the prior agreement of Distributor, which agreement will not be unreasonably withheld.

b. "MOLOP Accounts" shall mean (i) any account/s having at least ten (10) outlets and that is/are licensed by applicable governmental authorities to sell alcoholic beverages for on-premise consumption, and/or (ii) any trophy or prestige account/s that is/are licensed to sell alcoholic beverages for on-premise consumption. The parties recognize that it is in their respective interests to work together to formulate the approach to be followed by them jointly or separately with various customers and/or channels of trade, including MOLOP Accounts, from time to time, both to take advantage of a coordinated approach and to avoid the negative impact of a lack of coordination. MEL and Distributor therefore agree that an aligned customer/channel approach is a key part of each Annual Business Plan and that they will engage in regular communication to adopt such plans as well as to deal with further opportunities that may arise from time to time during each calendar year, so as to avoid either party acting in an uncoordinated way towards customers. Subject to Section 14.a. above, if MEL deems it desirable for Products to be sold to any MOLOP Account, MEL shall be entitled, in its discretion, to make arrangements directly with such MOLOP Account including the terms of sale of Products to the MOLOP Account and the prices therefore, which shall take into account the prices and funding then offered by Distributor and its sub-distributors to MOLOP Accounts and similar categories of customers, in the Territory. MEL shall use commercially reasonable efforts to arrange for all outlets of any such MOLOP Account within the Territory to be serviced by Distributor and/or its sub-distributors and for delivery of the Products and other arrangements with regard thereto, to be made directly by Distributor and its sub-distributors or their warehouse system. Notwithstanding the foregoing, should the MOLOP Account concerned not agree to its outlets within the Territory being serviced by Distributor or should Distributor elect not to service such outlets, MEL shall be entitled to service the outlets directly. In the event MEL services the outlets directly, MEL shall bear sole liability and responsibility related to such Account and MEL shall pay to Distributor during the remaining term of this Agreement an amount equal to *** percent *** of Distributor's average gross profit per case per Product line sold to and calculated with respect to MOLOP

Accounts in the channel in question but otherwise in accordance with the provisions of Section 12.a.(i)(A) above for each one of the Product lines sold by MEL to the outlets concerned, within a reasonable time after receipt by MEL of all information necessary for the computation of the amount due under this Section 14, but in no event more frequently than twice per calendar year. For the purposes of this Agreement, the number of cases of Products sold by MEL to the outlets during any period shall be determined by multiplying the total number of cases of Products sold by MEL directly to such MOLOP Account or regional division of such MOLOP Account, as the case may be, during the period concerned, by a fraction, the numerator of which shall be the number of outlets within the

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

Territory and the denominator of which shall be the total number of outlets that the MOLOP Account has anywhere in the world participating in the applicable program.

15. Exclusion of Damages.

a. EXCEPT FOR DAMAGES DIRECTLY RESULTING FROM INDEMNITY OBLIGATIONS PROVIDED IN SECTION 19, WITHOUT IN ANY WAY DETRACTING FROM OR LIMITING THE PROVISIONS OF SECTIONS 12.d. or 12.e.(iii) ABOVE AND, IN ADDITION THERETO, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS OPPORTUNITY, OR ANY OTHER PECUNIARY LOSS) SUFFERED BY THE OTHER RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND/OR THE USE OF OR INABILITY TO USE OR SELL THE PRODUCTS, AND/OR FROM ANY OTHER CAUSE WHATSOEVER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR WARRANTIES, DISCLAIMER, OR EXCLUSION OF DAMAGES, IS EXPRESSLY INTENDED TO BE SEVERABLE AND INDEPENDENT FROM ANY OTHER PROVISION, SINCE THOSE PROVISIONS REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES, AND SHALL BE SEPARATELY ENFORCED.

16. Distributor's Representations and Warranties. Distributor represents and warrants to MEL that (a) it has the right and lawful authority to enter into this Agreement, and (b) the execution, delivery and performance of this Agreement will not cause or require Distributor to breach any obligation to, or agreement or confidence with, any other person or entity.

17. MEL's Representation.

a. MEL represents and warrants to Distributor that (i) it has the right and lawful authority to enter into this Agreement, and (ii) the execution, delivery and performance of this Agreement will not cause or require MEL to breach any obligation to, or agreement or confidence with, any other person or entity.

b. MEL warrants that all Products, all food additives in the Products, or all substances for use in, with, or for the Products, comprising each shipment or other delivery hereby made by MEL to, or on the order of, Distributor are hereby guaranteed as of the date of delivery to be, on such date, (1) for Products imported by the Distributor from the United States, not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, including the Food Additives Amendment of 1958 (the "Act") and are not articles which may not under the provisions of Sections 404, 505, or 512 of the Act, be introduced into interstate commerce, and (2) for all Products supplied by MEL to the Distributor (whether or not imported from the United States) to be in compliance with all health, safety, and labeling standards and specifications imposed by law, regulation or order in the Territory in which the Products will be sold by the Distributor and which are applicable to the Products.

c. MEL warrants that all Products shall be merchantable.

d. Distributor's sole and exclusive remedy for MEL's breach of MEL's representations in Sections 17.b. and 17.c. above shall be as provided for in Section 19.b. below.

18. Limitation of Warranty. MEL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT,

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) EXCEPT THOSE SET FORTH IN SECTION 17 ABOVE.

19. Indemnification.

a. Distributor shall indemnify, defend, and hold harmless MEL and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits, instituted by any third party, whether groundless or otherwise, and from and against any and all third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character arising from the breach of Distributor's express representations and warranties under this Agreement by Distributor or its agents, employees, subcontractors, sub-distributors or others acting on its behalf, provided that (1) MEL gives Distributor written notice of any indemnifiable claim and MEL does not settle any claim without Distributor's prior written consent, and (2) MEL does all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

b. MEL shall indemnify, defend, and hold harmless Distributor and its officers, directors, agents, employees, shareholders, legal representatives, successors, assigns, and customers, and each of them, from loss, liability, costs, damages, or expenses from any and all claims, actions and suits instituted by any third party, whether groundless or otherwise, and from and against any and all such third party claims, liabilities, judgments, losses, damages, costs, charges, attorney's fees, and other expenses of every nature and character and all Distributor's direct documented costs to store, transport, test and destroy all unsellable Products and advertising materials arising from (i) the breach of MEL's express representations and warranties under this Agreement or those of its agents, employees, subcontractors or others acting on its behalf, (ii) any impurity, adulteration, deterioration in or misbranding of any Products sold to Distributor by MEL, (iii) any prior distributor of Products in the Territory, (iv) any MEL marketing, advertising, promotion, labeling, Global Branding and Marketing, and the Trademarks, Copyrights, Patents, Know-How or other intellectual property relating to the Products, or (v) the fact that the Products (A) are not safe for the purposes for which goods of that kind are normally used; or (B) do not comply with any applicable health, safety, or environmental laws, regulations, orders or standards imposed in the Territory; provided that (1) Distributor gives MEL written notice of any indemnifiable claim and Distributor does not settle any claim without MEL's prior written consent, and (2) Distributor does all things reasonably required by applicable law to mitigate the claim, loss, damage, liability, cost, suit, action, judgment or expense (including without limitation attorney's fees) to the fullest possible extent.

c. If any action or proceeding is brought against Distributor, MEL or any other indemnified party under Section 19.a. or 19.b. (the "Indemnified Party"), the Indemnified Party shall promptly notify the party required to provide indemnification (the "Indemnifying Party") in writing to that effect. If the Indemnified Party fails to promptly notify the Indemnifying Party, the Indemnified Party shall be deemed to have waived any right of indemnification with respect to such claim to the extent (but only to the extent) any delay in such notice prejudice's the Indemnifying Party's ability to defend such action, suit or proceeding. The Indemnifying Party shall have the right to defend such action or proceeding at the Indemnifying Party's sole cost by counsel satisfactory to Indemnifying Party. If the Indemnifying Party fails to promptly defend or otherwise settle or finally resolve such action, suit or proceeding, Indemnified Party may defend such action, suit or proceeding using counsel selected by Indemnified Party, and the Indemnifying Party shall reimburse Indemnified Party for any resulting loss, damages, costs, charges, attorney's fees, and other expenses and the related costs of defending such action, suit or proceeding.

d. The parties agree that the provisions contained in this Section shall survive the termination or expiration of this Agreement.

20. Insurance. During the term of this Agreement and for a period of two (2) years thereafter, MEL and Distributor agree to maintain policies of insurance of the nature and amounts specified below, which shall provide the other party as an additional insured (providing for a waiver of subrogation rights and endeavoring to provide for

not less than thirty (30) days written notice of any modification or termination of coverage), and each party shall provide to the other party with a certificate of insurance evidencing such insurance, in a form satisfactory to such party:

· Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 per occurrence; Bodily Injury and Property Damage / $1,000,000; Personal and Advertising Injury / $1,000,000; Products/Completed Operations / $2,000,000 General Aggregate.

· Excess or Umbrella Liability with a limit of not less than $5,000,000 per occurrence over the insurance coverage described above.

· Other statutory insurance required by the applicable laws of the Territory.

For any claims under this Agreement, the applicable party's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by the other party. All deductibles payable under an applicable policy shall be paid by the party responsible for purchasing such policy. All such insurance shall be written by companies authorized to do business in the state or states where the work is to be performed and having at least the ratings of the respective parties current insurers, unless not obtainable at commercially reasonable rates in light of previous premiums. The parties will ensure that the insurance policies obtained pursuant to this Section are effective and enforceable for any liability, claims or other insurable event arising in the Territory.

21. Competing Products. The provisions of Section 21 are set forth in attached Exhibit E and are incorporated in this Section 21 by this reference.

22. Amendment. Except to the extent otherwise expressly permitted by this Agreement, no amendment of, or addition to, this Agreement shall be effective unless reduced to a writing executed by the duly authorized representatives of both parties.

23. Assignment. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other. Any purported assignment or delegation, in the absence of written consent, shall be void.

24. No Agency. The relationship between MEL and Distributor is that of a vendor to its vendee and nothing herein contained shall be construed as constituting either party the employee, agent, independent contractor, partner or co-venturer of the other party. Neither party shall have any authority to create or assume any obligation binding on the other party.

25. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California (without reference to its law of conflict of laws) and the provisions of the United Nations Convention On Contracts For The International Sale Of Goods will expressly be excluded and not apply. The place of the making and execution of this Agreement is California, United States of America. Distributor hereby waives any rights that it may otherwise have to assert any rights or defenses under the laws of the Territory or to require that litigation brought by or against it in connection with this Agreement be conducted in the courts or other forums of the Territory.

26. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach or termination hereof shall be settled by binding arbitration conducted by JAMS/Endispute ("JAMS") in accordance with JAMS Comprehensive Arbitration Rules and Procedures (the "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) days after the filing date of the demand for arbitration unless a later date is required for good cause shown and shall order a mutual exchange of what he/she

determines to be relevant documents and the dates thereafter for the taking of up to a maximum of five (5) depositions by each party to last no more than five (5) 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 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 and costs to the prevailing party. The arbitrator shall make 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. The decision of the arbitrator shall be final and conclusive upon all parties. 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 relief or equitable relief.

27. Force Majeure.

a. Neither party shall be liable for any delays in delivery or failure to perform or other loss due directly or indirectly to unforeseen circumstances or causes beyond such party's reasonable control (each, individually, a "Force Majeure Event"), including, without limitation: (a) acts of God, act (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (b) inability to timely obtain either necessary and proper labor, materials, ingredients, components, facilities, production facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information. The foregoing shall apply even though any Force Majeure Event occurs after such party's performance of its obligations is delayed for other causes but only during the period of the applicable Force Majeure Event.

b. The party affected by a Force Majeure Event shall give written notice to the other party of the Force Majeure Event within a reasonable time after the occurrence thereof, stating therein the nature of the suspension of performance and reasons therefore. Such party shall use its commercially reasonable efforts to resume performance as soon as reasonably possible. Upon restoration of the affected party's ability to perform its obligations hereunder, the affected party shall give written notice to the other party within a reasonable time.

28. Merger. Except for any letter agreement/s executed by the parties concurrently herewith, this Agreement and the attached Exhibits contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement, is intended as a final expression of such parties' agreement with respect to such terms as are included in this Agreement, is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understandings, agreements, representations and warranties, if any, with respect to such subject matter, which precede the execution of this Agreement.

29. Waivers. No waiver of any provision hereof or of any terms or conditions will be effective unless in writing and signed by the party against which enforcement of the waiver is sought.

30. Product Recall. If any governmental agency or authority issues a recall or takes similar action in connection with the Products, or if MEL determines that an event, incident or circumstance has occurred which may require a recall or market withdrawal, MEL shall advise Distributor of the circumstances by telephone or facsimile. MEL shall have the right to control the arrangement of any Product recall, and Distributor shall cooperate in the event of a Product recall with respect the reshipment, storage or disposal of recalled Products, the preparation and maintenance of relevant records and reports, and notification to any recipients or end users. MEL shall pay all reasonable expenses incurred by Distributor of such a recall, including the costs of destroying Products. Distributor, shall promptly refer to MEL for exclusive response to all customer or consumer complaints involving the health, safety, quality, composition or packaging of the Products, or which in any way could be detrimental to the image or

reputation of MEL or the Products, and shall notify MEL of any governmental, customer or consumer inquiries regarding the Products about which Distributor becomes aware.

31. Interpretation. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. No provision of this Agreement shall be construed against any party on the grounds that such party or its counsel drafted that provision.

32. Partial Invalidity. Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of the provision to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement. The parties shall replace any invalid and/or unenforceable provision with a valid and enforceable provision that most closely meets the aims and objectives of the invalid and/or unenforceable provision.

33. Distributor Suppliers Guiding Principles. MEL has been informed by Distributor that the following are Distributor Suppliers Guiding Principles (the "Guiding Principles"). Notwithstanding anything set forth below, compliance with the Guiding Principles shall not constitute an obligation of MEL under this Agreement. The Guiding Principles shall constitute unenforceable goals only of the parties and neither party shall be entitled to make any claim for breach against the other or enforce any remedy under this Agreement or terminate this Agreement as the result of non-compliance with, or a violation of, any Guiding Principle(s). The preceding sentence shall not detract from the parties respective rights and obligations under Section 19 above.

· Laws and Regulations – Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of Products.

· Child Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national child labor laws.

· Forced Labor - Each party will use commercially reasonable good faith efforts to not use forced, bonded, prison, military or compulsory labor.

· Abuse of Labor - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.

· Freedom of Association and Collective Bargaining - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national laws on freedom of association and collective bargaining.

· Discrimination - - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national discrimination laws.

· Wages and Benefits - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national wages and benefits laws.

· Work Hours and Overtime - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national work hours and overtime laws.

· Health and Safety - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national health and safety laws.

• Environment - - Each party will use commercially reasonable good faith efforts to comply with all applicable local and national environmental laws.

34. Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person or entity, other than the parties to this Agreement and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained in this Agreement.

35. Sales Information and Books and Records; Examination. Not later than thirty (30) days after the end of each calendar month Distributor shall deliver to MEL full, complete and accurate written details, of the following with respect to Distributor's sale of Products in the Territory: (a) total sales, (b) taxes and/or duties, (c) discounts and sales allowances paid, accrued or credited, (d) Products returned during such period, (e) other permitted allowances, rebates, and allowance programs granted, paid, payable, reimbursed, credited or incurred by Distributor, and (f) other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement (collectively, the "Records"). Distributor shall keep and maintain complete and true books and other records containing data in sufficient detail reasonably necessary to determine all amounts payable to or reimbursable by MEL under this Agreement. MEL shall have the right, at its own expense, on sixty (60) days prior written notice to have such books and records and the Records (and all reasonably related work papers and other reasonable information and documents necessary for any determination under this Agreement or other related agreements) kept by Distributor examined once per Calendar Quarter by a public accounting firm appointed by MEL to verify the completeness and accuracy of the Records.

36. TUPE:

a. This Section 36 applies to the extent that the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any equivalent legislation in the Territory which is derived from the Acquired Rights Directive (Directive 77/187 as amended by Directive 98/50/EC and consolidated in 2001/23/EC (the "Regulations") apply in respect of those MEL employees (or those of its distributors/sub-contractors other than Distributor) working exclusively on the sales and marketing of the Products immediately prior to the Effective Date or in respect of those employees of the Distributor or any sub-distributor working exclusively on the sales and marketing of the Products immediately prior to the date of termination or expiry of this Agreement (the "Employees").

b. Subject to the provisions of clause 36(c), (d) and (e) below, MEL shall indemnify Distributor from and against all losses, costs, liabilities, expenses (including reasonable legal fees and disbursements), actions, proceedings, claims and demands ("Losses") arising out of or in connection with:

(i). any claim by any Employee (or representative on the Employee's behalf) for any remedy including but not limited to any breach of contract, unfair dismissal, redundancy, statutory redundancy, equal pay, unlawful discrimination, unlawful deduction from wages, a protective award, an award under the National Minimum Wage Act 1998 or the Working Time Regulations 1998 (or any legislation in the Territory that is substantially identical and functionally equivalent) or for breach of statutory duty or of any other nature as a result of anything done or omitted to be done by MEL (or its distributors/sub-contractors other than Distributor) in relation to their employment or termination of such employment prior to the Effective Date;

(ii). any claim by any person (other than an Employee) who asserts that his rights and liabilities as a result of his employment with MEL or its distributors/sub-contractors (other than Distributor) (or the termination of such employment) whether before or after the Effective Date transfer to Distributor arising solely under the Regulations;

(iii). any failure by MEL (or its distributors/sub-contractors other than Distributor) to comply with its obligations under the Regulations, including but not limited to its obligations to inform and consult with the Employees in relation to the transfer of the sales and marketing services for the Products;

c. In the event that the Regulations are deemed or alleged to apply to transfer the employment of any person (other than an Employee) from MEL (or its distributors/sub-contractors other than Distributor) to Distributor at any time, Distributor shall have the right to terminate such employment with

immediate effect and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment or termination of such employment subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

d. In the event that either (i) Distributor informs MEL before the Effective Date that it does not require the services of any or all of the Employees or (ii) MEL informs Distributor before the Effective Date that it wishes to retain all or any of the Employees, then MEL shall be fully responsible for those Employees (even if the Regulations are alleged to apply) and Distributor shall have the right to terminate such Employees' employment with immediate effect (should the Regulations be alleged to apply) and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment or termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

e. In the event that Distributor informs MEL within three (3) months of the Effective Date that it does not require the services of any or all of the Employees, then Distributor shall have the right to terminate such Employees' employment with immediate effect and MEL shall indemnify Distributor and keep Distributor indemnified against all Losses arising out of such employment from the Effective Date and/or arising out of the termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of MEL.

f. Subject to the provisions of clause 36(b), (c), (d) and (e) above, Distributor shall indemnify MEL from and against all losses, costs, liabilities, expenses (including reasonable legal fees and disbursements), actions, proceedings, claims and demands ("Losses") arising out of or in connection with:

(i). any claim by any Employee (or representative on the Employee's behalf) for any remedy including but not limited to any breach of contract, unfair dismissal, redundancy, statutory redundancy, equal pay, unlawful discrimination, unlawful deduction from wages, a protective award, an award under the National Minimum Wage Act 1998 or the Working Time Regulations 1998 or for breach of statutory duty or of any other nature as a result of anything done or omitted to be done by Distributor or any sub-distributor in relation to their employment or termination of such employment after the Effective Date but prior to the date of termination or expiry of this Agreement;

(ii). any claim by any person (other than an Employee) who asserts that his rights and liabilities as a result of his employment with Distributor or its sub-distributor (or the termination of such employment) whether before or after the date of termination or expiry of this Agreement transfer to MEL or its distributors arising solely under the Regulations;

(iii). any failure by Distributor or its sub-distributors to comply with its or their obligations under the Regulations, including but not limited to its obligations to inform and consult with the Employees in relation to the transfer of the sales and marketing services for the Products;

g. In the event that the Regulations are deemed or alleged to apply to transfer the employment of any person (other than an Employee) from Distributor or its sub-distributor to MEL or another of its distributors at any time, MEL or its distributors shall have the right to terminate such employment with immediate effect and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment or

termination of such employment subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

h. In the event that either (i) MEL informs Distributor before the date of termination or expiry of this Agreement that it or its distributors do not require the services of any or all of the Employees or (ii) Distributor informs MEL before the date of termination or expiry of this Agreement that it wishes to retain all or any of the Employees, then Distributor shall be fully responsible for those Employees (even if the Regulations are alleged to apply) and MEL or its distributors shall have the right to terminate such Employees' employment with immediate effect (should the Regulations be alleged to apply) and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment or termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

i. In the event that MEL informs Distributor within three (3) months of the date of termination or expiry of this Agreement that it or its distributors do not require the services of any or all of the Employees, then MEL or its distributors shall have the right to terminate such Employees' employment with immediate effect and Distributor shall indemnify MEL and keep MEL indemnified against all Losses arising out of such employment from the Effective Date and/or arising out of the termination of such employment (including any protective award) subject to such termination of employment being carried out in accordance with the lawful and reasonable directions of Distributor.

37. Publicity. MEL and Distributor each agree that the initial public, written announcements regarding the execution of this Agreement and the subject matter addressed herein shall be coordinated between the parties prior to release. Thereafter, each party agrees to use commercially reasonable efforts to consult with the other party regarding any public, written announcement which a party reasonably anticipates would be materially prejudicial to the other party. Nothing provided herein, however, will prevent either party from (a) making and continuing to make any statements or other disclosures it deems required, prudent or desirable under applicable Federal or State Security Laws (including without limitation the rules, regulations and directives of the Securities and Exchange Commission) and/or such party's customary business practices, or (b) engaging in oral discussions or oral or written presentations with actual or prospective investors or analysts regarding the subject matter of this Agreement, provided no confidential information is disclosed. If a party breaches this Section 37 it shall have a seven (7) day period in which to cure its breach after written notice from the other party. A breach of this Section 37 shall not entitle a party to damages or to terminate this Agreement.

38. Ethical Standards.

a. Distributor and each of its sub-distributors will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to MEL or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

b. MEL will comply with the United States Foreign Corrupt Practice Act and without derogating from the generality of the foregoing, will not have its directors, officers or employees, directly or indirectly, offer, promise or pay any bribes or other improper payments for the purposes of promoting and/or selling Products to any individual, corporation, government official or agency or other entity. No gift, benefit or contribution in any way related to Distributor or the promotion and/or sale of Products will be made to political or public officials or candidates for public office or to political organizations, regardless of whether such contributions are permitted by local laws.

39. Controlling Language. This Agreement is in the English language only, which will be controlling in all respects. No translation, if any, of this Agreement into any other language will be of any force of effect in the interpretation of this Agreement or in a determination of the intent of either party hereto.

40. Notices. All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered, sent by certified mail, postage prepaid, return receipt requested, or sent by an overnight express courier service that provides written confirmation of delivery, to such party at the following respective address:

If to HBC and MEL:

Tauranga Ltd.
c/o Mason Hayes & Curran
South Bank House, Barrow Street, Dublin 4, Ireland
Attention: Tony Burke
Telecopy: +353-1-614-5001

And:

Hansen Beverage Company
550 Monica Circle, Suite 201
Corona, California 92880
Attention: Chief Executive Officer
Telecopy: (951) 739-6210

with a copy to:

Solomon Ward Seidenwurm & Smith LLP
401 B Street, Suite 1200
San Diego, California 92101
Attention: Norman L. Smith, Esq.
Telecopy: (619) 231-4755

If to Distributor:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: Chief Financial Officer
Telecopy: (770) 989-3784

with a copy to:

Coca-Cola Enterprises Inc.
2500 Windy Ridge Parkway
Atlanta, Georgia 30339
Attention: General Counsel
Telecopy: (770) 989-3784

Each such notice or other communication shall be deemed given, delivered and received upon its actual receipt, except that if it is sent by mail in accordance with this Section, then it shall be deemed given, delivered and received three (3) days after the date such notice or other communication is deposited with the U.S. Postal Service in

accordance with this Section. Any party to this Agreement may give a notice of a change of its address to the other party to this Agreement.

41. Further Assurances. Each party to this Agreement will execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

42. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.

43. Confidentiality. During the Term, each party shall maintain in strict confidence all commercial information disclosed by the other party (which obligations shall expressly survive termination of this Agreement for any reason); provided however that such commercial information shall not include any

information which (a) is in the public domain except through any intentional or negligent act or omission of the non-disclosing party (or any agent, employee, shareholder, director, officer, or independent contractor of or retained by such other party or any of its affiliates, (b) can be shown by clear and convincing tangible evidence to have been in the possession of the non-disclosing party prior to disclosure by the disclosing party, (c) is legally and properly provided to the non-disclosing party without restriction by an independent third party that is under no obligation of confidentiality to the disclosing party and that did not obtain such information in any illegal or improper manner or otherwise in violation of any agreement with the disclosing party, (d) is disclosed without any restrictions of any kind by the disclosing party to third parties on a regular basis without any measures being taken, whether explicitly or implicitly, by the disclosing party to protect the confidentiality of such information, or (e) is independently generated by any employee or independent contractor of or retained by the non-disclosing party, and such employee or independent contractor has no knowledge of any of such commercial information.

(*Signature page/s follows.)*

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

TAURANGA LTD		COCA-COLA ENTERPRISES INC.	
By:	/s/ Rodney Sacks	By:	/s/ William W. Douglass III
Name:	Rodney Sacks	Name:	William W. Douglass III
Its:	Director	Its:	EVP & Chief Financial Officer

EXHIBIT A
Monster Energy Belgian Distribution Agreement

INITIAL PRODUCT LIST

Category (500 milliliter cans, 500 milliliter bottles and 250 milliliter cans)	
MONSTER	X
MONSTER LO CARB	X
MONSTER RIPPER	X
MONSTER EXPORT	X

EXHIBIT B
Monster Energy Belgian Distribution Agreement

THE TERRITORY

Belgium

EXHIBIT B-1
Monster Energy International Distribution Agreement

INITIAL SUB-DISTRIBUTOR

Coca-Cola Enterprises Belgium b.v.b.a

EXHIBIT C
Monster Energy Belgian Distribution Agreement

THE ACCOUNTS

Account Type	**The Distributor's Accounts Exclusive ***, ****	**The Distributor's Accounts Non-Exclusive ***, ****	**Accounts Reserved for MEL ***, ****

Convenience Stores			
Chain Convenience Stores			
Deli's			
Independent Grocery			
Chain Grocery			
Mass Merchandisers			
Drug Stores			
Schools			
Hospitals			
Health Food Stores			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for the Continental United States ("CONUS")			
U.S. Military –**ONLY** AAFES, NEXCOM, MCX, and USCG for Exchanges / Shopettes / Convenience Stores / Class 6 Stores / vending for Outside the Continental United States ("OCONUS")			
U.S. Military – Morale, Welfare & Recreation (i.e. including but not limited to bowling alleys, golf courses, officers clubs, etc.) for both CONUS & OCONUS			
U.S. Military – all others including, but not limited to, DeCA, Ships-A-Float, Troop Feeding for both CONUS & OCONUS			
Marine Foods Service (e.g. cruise ships, service ships, and oil rigs)			

******* Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
******** Delineations of exclusivity for accounts have been redacted.

Account Type	The Distributor's Accounts Exclusive ***, ****	The Distributor's Accounts Non-Exclusive ***, ****	Accounts Reserved for MEL ***, ****
Alcoholic Lic. On-Premise*			
General Sports Retailers non beverage outlets (i.e. including but not limited to extreme sports retailers, motorcycle dealers and resellers, and all similar retailers and distributors servicing such sports retailers)			
Club Stores			
Vending			
All other accounts not falling within the descriptions listed above.			

***** "Alcoholic Licensed On-Premise Accounts" means accounts licensed by applicable governmental authority to sell alcoholic beverages for on-premise consumption.

MEL Initials: _____
Distributor Initials: _____

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.
**** Delineations of exclusivity for accounts have been redacted.

EXHIBIT D
Monster Energy Belgian Distribution Agreement

THE TRADEMARKS

HANSEN'S

HANSEN'S NATURAL

MONSTER ENERGY

MONSTER


MONSTER
MONSTER ENERGY

UNLEASH THE BEAST

MONSTER LO CARB

MONSTER RIPPER

MONSTER EXPORT

EXHIBIT E
Monster Energy Belgian Distribution Agreement

COMPETING PRODUCTS

During the term of this Agreement, Distributor shall not market, sell or distribute in the Territory Energy Drink/s (the "Competing Products"), or product/s likely to be confused with, any of the Products, except that Distributor may market, sell and distribute in the Territory Competing Products that ***.

*** Portions hereof have been omitted and filed separately with the Securities and Exchange Commission pursuant to a request for confidential treatment in accordance with Rule 24b-2 of the Securities Exchange Act of 1934, as amended.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Rodney Sacks, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hansen Natural Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2008

/s/ Rodney C. Sacks
Rodney C. Sacks
Chairman of the Board of Directors
and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION PURSUANT TO RULE 13A-14(a) OR 15D-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Hilton Schlosberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hansen Natural Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

    a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2008

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

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Hansen Natural Corporation (the "Company") on Form 10-Q for the quarter ended September 30, 2008 as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Rodney C. Sacks, Chairman of the Board of Directors and Chief Executive Officer of the Company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 10, 2008

/s/ Rodney C. Sacks
Rodney C. Sacks
Chairman of the Board of Directors
and Chief Executive Officer

EXHIBIT 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the quarterly report of Hansen Natural Corporation (the "Company") on Form 10-Q for the quarter ended September 30, 2008 as filed with the Securities and Exchange Commission (the "Report"), the undersigned, Hilton H. Schlosberg, Vice Chairman of the Board of Directors, President, Chief Operating Officer, Chief Financial Officer and Secretary of the Company, certifies, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 10, 2008

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