UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

Hansen Natural Corporation

(Name of Issuer)

Common Stock

(Title of Class of Securities)

411310105

(CUSIP Number)

Rodney C. Sacks
1010 Railroad Street
Corona, California 92882
(909) 739-6200

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

With a copy to:
Benjamin M. Polk, Esq.
Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
(212) 756-2000

May 14, 2004

(Date of Event which Requires Filing of this Statement)

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

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

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

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

CUSIP No. 411310105

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
BRANDON LIMITED PARTNERSHIP NO. 1

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

(a) ☒

(b) o

3. SEC Use Only

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

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

6. Citizenship or Place of Organization
CAYMAN ISLANDS

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
0

8. Shared Voting Power
297,822

9. Sole Dispositive Power
0

10. Shared Dispositive Power
297,822

11. Aggregate Amount Beneficially Owned by Each Reporting Person
297,822

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

13. Percent of Class Represented by Amount in Row (11)
2.7%

14. Type of Reporting Person (See Instructions)
PN

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1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
BRANDON LIMITED PARTNERSHIP NO. 2

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

(a) ☒

(b) o

3. SEC Use Only

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

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

6. Citizenship or Place of Organization
CAYMAN ISLANDS

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
0

8. Shared Voting Power
1,791,667

9. Sole Dispositive Power
0

10. Shared Dispositive Power
1,791,667

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,791,667

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

13. Percent of Class Represented by Amount in Row (11)
16.5%

14. Type of Reporting Person (See Instructions)
PN

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1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only)
RODNEY CYRIL SACKS

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

(a) ☒

(b) o

3. SEC Use Only

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

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

6. Citizenship or Place of Organization
SOUTH AFRICA

Number of Shares Beneficially Owned by Each Reporting Person With

7. Sole Voting Power
655,000

8. Shared Voting Power
2,089,489

9. Sole Dispositive Power
655,000

10. Shared Dispositive Power
2,089,489

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,744,489

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

13. Percent of Class Represented by Amount in Row (11)
24.9%

14. Type of Reporting Person (See Instructions)
IN

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1. Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only)
HILTON HILLER SCHLOSBERG

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

	(a)	☒
	(b)	o

3.	SEC Use Only	
4.	Source of Funds (See Instructions) PF (See Item 3)	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o	
6.	Citizenship or Place of Organization UNITED KINGDOM	

Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power 614,097
	8.	Shared Voting Power 2,091,489
	9.	Sole Dispositive Power 614,097
	10.	Shared Dispositive Power 2,091,489

11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,705,586	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o	
13.	Percent of Class Represented by Amount in Row (11) 24.5%	
14.	Type of Reporting Person (See Instructions) IN	

Introduction

This Amendment No. 4 ("Amendment No. 4") amends the statement on Schedule 13D dated November 21, 1990 (the "Original Statement"), as amended by Amendment No. 1 dated March 29, 1991 ("Amendment No. 1"), Amendment No. 2 dated June 11, 1993 ("Amendment No. 2") and Amendment No. 3 dated August 29, 1994 ("Amendment No. 3") (the Original Statement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and

Amendment No. 4 are sometimes referred to herein collectively as this "statement on Schedule 13D"), relating to the common stock, par value $.005 per share ("Common Stock"), of Hansen Natural Corporation, a Delaware corporation (formerly known as Unipac Corporation) (the "Company").

The text of the Original Statement, Amendment No. 1, Amendment No. 2 and Amendment No. 3, is restated on Exhibits 99.21, 99.22, 99.23 and 99.24, respectively, hereto.

The reporting persons named in Item 2 below are hereby jointly filing this statement on Schedule 13D because they may be deemed a "group" within the meaning of Rule 13d-5(b)(1) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Any capitalized terms used in this Amendment No. 4 and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Statement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3.

Item 1. Security and Issuer

Item 1 is hereby amended by deleting Item 1 in its entirety and inserting in lieu thereof the following:

This statement on Schedule 13D relates to the common stock, par value $.005 per share ("Common Stock"), issued by Hansen Natural Corporation (formerly known as Unipac Corporation), a corporation organized under the laws of the State of Delaware (the "Company"), whose principal executive offices are located at 1010 Railroad Street, Corona, California 92882.

Item 2. Identity and Background

Item 2 is hereby amended by deleting Item 2 in its entirety and inserting in lieu thereof the following:

(a) The reporting persons are Brandon Limited Partnership No. 1, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 1"), Brandon Limited Partnership No. 2, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 2"), Rodney Cyril Sacks, a natural person in his individual capacity ("Sacks"), and Hilton Hiller Schlosberg, a natural person in his individual capacity ("Schlosberg"). Brandon No. 1, Brandon No. 2, Sacks and Schlosberg are sometimes hereinafter each referred to as a "Reporting Person" and collectively referred to as the "Reporting Persons." The general partners of each of Brandon No. 1 and Brandon No. 2 are Sacks and Schlosberg.

(b) The principal business address of each of Brandon No. 1 and Brandon No. 2 is c/o Riverbank Limited, P.O. Box 124, St. Peters Port, Guernsey, United Kingdom GX14EG. The principal business address of each of Sacks and Schlosberg is 1010 Railroad Street, Corona, California 92882.

(c) The principal business of each of Brandon No. 1 and Brandon No. 2 is to invest in, acquire, hold, sell, dispose of and otherwise deal in shares of the Common Stock and other securities of the Company. Sacks is presently principally employed as Chairman and Chief Executive Officer of the Company and Schlosberg is presently principally employed as President and Chief Financial Officer of the Company. The principal business of the Company is to develop, market, sell and distribute "alternative" beverage category natural sodas, fruit juices, energy drinks and energy sports drinks, fruit juice and soy smoothies, functional drinks, sparkling lemonades and orangeades, non-carbonated ready-to-drink iced teas, lemonades, juice cocktails, children's multi-vitamin juice drinks and non-carbonated lightly flavored energy waters under the Hansen's® brand name. The principal business address of the Company is 1010 Railroad Street, Corona, California 92882.

(d) During the last five years, no Reporting Person has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, no Reporting Person was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which any Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Sacks is a citizen of the Republic of South Africa and Schlosberg is a citizen of the United Kingdom; both reside in the United States. Each of Brandon No. 1 and Brandon No. 2 is a Cayman Islands limited partnership.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended by deleting Item 3 in its entirety and inserting in lieu thereof the following:

See the responses to Items 4 and 5 of this Schedule 13D, which are hereby incorporated by reference into this Item 3.

This statement on Schedule 13D relates to a total of 3,360,586 shares of Common Stock beneficially owned by the Reporting Persons, consisting of (i) 297,822 shares by Brandon No. 1, (ii) 1,791,667 shares by Brandon No. 2, (iii) 655,000 shares by Sacks (not including shares indirectly beneficially owned through Brandon No. 1 and Brandon No. 2), and (iv) 616,097 shares by Schlosberg (not including shares indirectly beneficially owned through Brandon No. 1 and Brandon No. 2).

The purchase price for shares of Common Stock purchased by Brandon No. 1 and Brandon No. 2 was obtained from the working capital of each respective entity. The purchase price for shares of Common Stock purchased by Sacks and Schlosberg was obtained from the personal funds of each respective individual.

Item 4. Purpose of Transaction

Item 4 is hereby amended by deleting Item 4 in its entirety and inserting in lieu thereof the following:

See the response to Item 3 of this Schedule 13D, which is hereby incorporated by reference into this Item 4. All transactions in Common Stock reported on this Schedule 13D have been conducted for investment purposes.

(a) The Company has granted options to purchase shares of Common Stock to each of Sacks and Schlosberg under the Hansen Natural Corporation Stock Option Plan (the "Plan") and the Hansen Natural Corporation 2001 Stock Option Plan (the "2001 Plan"). The options were granted to Sacks and Schlosberg pursuant to stock option agreements dated February 2, 1999, July 12, 2002 and May 28, 2003 (these agreements are referred to collectively as the "Option Agreements"). A form of the Option Agreements is attached hereto as Exhibit 99.25. Copies of the Plan and the 2001 Plan are attached hereto as Exhibits 99.26 and 99.27, respectively. Any description set forth in this statement on Schedule 13D of the terms and conditions of the Option Agreements is qualified in its entirety by reference to the Option Agreements. Following is a summary of the terms of grants of stock options to Sacks and Schlosberg pursuant to the Option Agreements:

Individual	Plan	Date of Grant	Number of Shares	Purchase Price Per Share	Expiration Date	Vesting and Remainder
Sacks	The Plan	02/02/99	100,000	$ 4.25	02/02/09	Options to purchase 100,000 shares are currently exercisable.
Sacks	The 2001 Plan	07/12/02	150,000	$ 3.57	07/12/12	No options are currently exercisable. The remaining 80,000 options to purchase shares vest in two equal installments on July 12, 2005 and 2006.
Sacks	The 2001 Plan	05/28/03	150,000	$ 4.20	05/28/13	Options to purchase 30,000 shares are currently exercisable. The remaining 120,000 options to purchase shares vest in four equal installments on January 1, 2005, 2006, 2007 and 2008.
Schlosberg	The Plan	02/02/99	100,000	$ 4.25	02/02/09	Options to purchase 100,000 shares are currently exercisable.
Schlosberg	The 2001 Plan	07/12/02	150,000	$ 3.57	07/12/12	No options are currently exercisable. The remaining 80,000 options to purchase shares vest in two equal installments on July 12, 2005 and 2006.
Schlosberg	The 2001 Plan	05/28/03	150,000	$ 4.20	05/28/13	Options to purchase 30,000 shares are currently exercisable. The remaining 120,000 options to purchase shares vest in four equal installments on January 1, 2005, 2006, 2007 and 2008.

None of the Reporting Persons has any present plans or proposals which relate to or would result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D except as otherwise discussed in this Item 4. The Reporting Persons may, from time to time, and reserve the right to, change their plans or intentions and to take any and all actions that they deem appropriate to maximize the value of their investment, including, among other things, from time to time, disposing of any securities of the Company owned by them or formulating other plans or proposals regarding the Company or its securities to the extent deemed advisable by the Reporting Persons in light of market conditions, subsequent developments affecting the Company, the general business and future prospects of the Company, tax considerations and other factors.

Item 5. Interest in Securities of the Issuer

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

See the response to Item 4 of this Schedule 13D, which is hereby incorporated by reference into this Item 5.

(a)-(b) As of the date hereof, the aggregate number and percentage of shares of Common Stock beneficially owned by the Reporting Persons is 3,360,586 shares, or 30.0% of the Common Stock.

As of the date hereof, Brandon No. 1 and Brandon No. 2 directly beneficially own 297,822 shares, or 2.7%, of the Common Stock and 1,791,667 shares, or 16.5%, of the Common Stock, respectively. Each of Brandon No. 1 and Brandon No. 2 has shared power to vote and dispose of all shares of the Common Stock that are directly beneficially owned by it.

As of the date hereof, Sacks beneficially owns an aggregate of 2,744,489 shares, or 24.9%, of the Common Stock, as follows:

Number of Shares	Nature of Beneficial Ownership	Nature of Voting and Disposition Power With Respect to Such Shares
495,000	Direct ownership of shares.	Sole power.
160,000	Direct ownership of shares issuable upon the exercise of options to purchase Common Stock which are currently exercisable or exercisable within 60 days hereof (as discussed in Item 4).	Sole power.
297,822	Indirect ownership through Brandon No. 1 as one of the general partners of Brandon No. 1.	May be deemed to have shared power by virtue of his position as one of the general partners of Brandon No. 1.
1,791,667	Indirect ownership through Brandon No. 2 as one of the general partners of Brandon No. 2.	May be deemed to have shared power by virtue of his position as one of the general partners of Brandon No. 2.

As of the date hereof, Schlosberg beneficially owns an aggregate of 2,705,586 shares, or 24.5%, of the Common Stock, as follows:

Number of Shares	Nature of Beneficial Ownership	Nature of Voting and Disposition Power
454,097	Direct ownership of shares.	Sole power.
2,000	Direct ownership of shares jointly with his wife.	Shared power.
160,000	Direct ownership of shares issuable upon the exercise of options to purchase Common Stock which are currently exercisable or exercisable within 60 days hereof (as discussed in Item 4).	Sole power.
297,822	Indirect ownership through Brandon No. 1 as one of the general partners of Brandon No. 1.	May be deemed to have shared power by virtue of his position as one of the general partners of Brandon No. 1.
1,791,667	Indirect ownership through Brandon No. 2 as one of the general partners of Brandon No. 2.	May be deemed to have shared power by virtue of his position as one of the general partners of Brandon No. 2.

Percentages calculated in this Schedule 13D with respect to Brandon No. 1 and Brandon No. 2 are based upon an aggregate of 10,883,103 shares of Common Stock outstanding as of November 12, 2004 (the "Aggregate Outstanding Shares"). Percentages calculated in this Schedule 13D with respect to each of Sacks and Schlosberg are based upon the Aggregate Outstanding Shares plus 160,000 shares of Common Stock issuable to such person upon exercise of options to purchase Common Stock. Percentages calculated in this Schedule 13D with respect to the Reporting Persons as a group are based upon the Aggregate Outstanding Shares plus 320,000 shares of Common Stock issuable to the Reporting Persons upon exercise of options to purchase Common Stock.

Each of the Reporting Persons disclaims beneficial ownership of the Common Stock held by the other Reporting Persons, except for (a) with respect to Mr. Schlosberg (i) 456,097 shares of Common Stock that he beneficially owns directly (2,000 of which he jointly owns with his wife); (ii) 160,000 shares issuable upon the exercise of options to purchase Common Stock which are currently exercisable or exercisable within 60 days hereof; and (iii) 69,411 shares held by Brandon No. 1 with respect to the limited partnership interests in Brandon No. 1 held by Mr. Schlosberg and his children, and (b) with respect to Mr. Sacks (i) 495,000 shares of Common Stock that he beneficially owns directly; (ii) 160,000 shares issuable upon the exercise of options to purchase Common Stock which are currently exercisable or exercisable within 60 days hereof; and (iii) 65,046 shares held by Brandon No. 1 with respect to the limited partnership interests in Brandon No. 1 held by Mr. Sacks, his children, a limited partnership of which Mr. Sacks is the general partner and he and his children are the limited partners, and a trust for the benefit of his children.

(c) Following are transactions in the Company's securities effected by the Reporting Persons since the last transaction disclosed in Amendment No. 3:

Brandon No. 1

Date	Number of Shares of Common Stock	A/D*	Price Per Share	Where and How the Transaction Was Effected
4/6/94	17,385	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
4/11/94	34,768	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
4/11/94	2,366	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
4/11/94	34,768	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
4/14/94	18,951	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
5/29/94	89,252	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
7/94	10,429	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
10/24/94	78,229	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
7/12/95	17,384	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
8/30/96	17,385	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
8/30/96	34,768	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
8/3/98	4,365	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
8/27/98	29,226	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.
12/16/99	26,077	D	N/A	Shares distributed to limited partners of Brandon No. 1 in accordance with the terms of its partnership agreement.

09/13/04	17,000	D	$	29.57	Shares sold on open market.

09/13/04	15,000	D	$	29.52	Shares sold on open market.
09/13/04	25,000	D	$	29.92	Shares sold on open market.
09/13/04	50,000	D	$	29.97	Shares sold on open market.
09/13/04	25,000	D	$	29.95	Shares sold on open market.
09/13/04	10,000	D	$	29.50	Shares sold on open market.
09/13/04	15,000	D	$	29.85	Shares sold on open market.
11/11/04	7,650	D	$	31.00	Shares sold on open market.
11/11/04	6,731	D	$	31.04	Shares sold on open market.
11/11/04	13,188	D	$	31.05	Shares sold on open market.
11/11/04	7,300	D	$	31.06	Shares sold on open market.
11/11/04	227	D	$	31.07	Shares sold on open market.
11/11/04	16,150	D	$	31.09	Shares sold on open market.
11/11/04	29,022	D	$	31.10	Shares sold on open market.
11/11/04	200	D	$	31.11	Shares sold on open market.
11/11/04	2,000	D	$	31.12	Shares sold on open market.
11/11/04	500	D	$	31.13	Shares sold on open market.
11/11/04	200	D	$	31.14	Shares sold on open market.
11/11/04	300	D	$	31.15	Shares sold on open market.
11/11/04	15,582	D	$	31.18	Shares sold on open market.
11/11/04	7,950	D	$	31.23	Shares sold on open market.
11/12/04	5,500	D	$	31.10	Shares sold on open market.

11/12/04	1,350	D	$	31.12	Shares sold on open market.
11/12/04	3,300	D	$	31.14	Shares sold on open market.
11/12/04	300	D	$	31.17	Shares sold on open market.
11/12/04	5,100	D	$	31.18	Shares sold on open market.
11/12/04	10,100	D	$	31.22	Shares sold on open market.
11/12/04	100	D	$	31.25	Shares sold on open market.
11/12/04	21,250	D	$	31.30	Shares sold on open market.
11/12/04	100	D	$	31.33	Shares sold on open market.
11/12/04	4,300	D	$	31.35	Shares sold on open market.
11/12/04	835	D	$	31.36	Shares sold on open market.
11/12/04	100	D	$	31.37	Shares sold on open market.
11/12/04	6,000	D	$	31.40	Shares sold on open market.
11/12/04	400	D	$	31.45	Shares sold on open market.
11/12/04	100	D	$	31.48	Shares sold on open market.
11/12/04	7,100	D	$	31.50	Shares sold on open market.
11/12/04	9,380	D	$	31.56	Shares sold on open market.
11/12/04	12,500	D	$	31.59	Shares sold on open market.
11/12/04	1,100	D	$	31.60	Shares sold on open market.
11/12/04	600	D	$	31.63	Shares sold on open market.
11/12/04	2,200	D	$	31.65	Shares sold on open market.
11/12/04	1,285	D	$	31.68	Shares sold on open market.

Brandon No. 2

Date	Number of Shares of Common Stock	A/D*	Price Per Share	Where and How the Transaction Was Effected
6/20/94	13,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
8/28/95	80,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
12/5/95	240,333	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
8/19/96	20,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
9/17/96	750,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
9/18/96	65,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
5/14/04	25,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
5/26/04	265,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.
6/2/04	500,000	D	$ 23.00	Shares sold on open market.
6/22/04	250,000	D	N/A	Shares distributed to limited partners of Brandon No. 2 in accordance with the terms of its partnership agreement.

Sacks

Date	Number of Shares of Common Stock	A/D*	Price Per Share	Where and How the Transaction Was Effected
1/11/96	5,000	A	$ 0.75	Private purchase from third party.
1/11/96	12,500	A	$ 0.69	Private purchase from third party.
1/12/96	67,500	A	$ 0.70	Private purchase from third party.
1/17/96	2,500	A	$ 0.70	Private purchase from third party.
8/3/98	200,000	A	$ 1.75	Exercise of option agreement.
8/3/98	37,500	A	$ 1.59	Exercise of option agreement.
8/3/98	150,000	A	$ 1.25	Exercise of option agreement.
8/3/98	4,365	A	N/A	Distribution from Brandon No. 1.
8/3/98	91,865	D	$ 6.50	Sold to the Company.
7/16/04	37,500	A	$ 1.59	Exercise of option agreement.
7/16/04	70,000	A	$ 3.57	Exercise of option agreement.

Schlosberg

Date	Number of Shares of Common Stock	A/D*	Price Per Share	Where and How the Transaction Was Effected
1/11/96	5,000	A	$ 0.75	Private purchase from third party.
1/11/96	12,500	A	$ 0.69	Private purchase from third party.
1/12/96	67,500	A	$ 0.70	Private purchase from third party.
1/17/96	2,500	A	$ 0.70	Private purchase from third party.
8/3/98	150,000	A	$ 1.75	Exercise of option agreement.
8/3/98	37,500	A	$ 1.59	Exercise of option agreement.
8/3/98	150,000	A	$ 1.25	Exercise of option agreement.
8/3/98	78,403	D	$ 6.50	Sold to the Company.
4/1/99	2,000	A	$ 3.69	Purchased on open market.
7/16/04	37,500	A	$ 1.59	Exercise of option agreement.
7/16/04	70,000	A	$ 3.57	Exercise of option agreement.

* "A" means an acquisition of securities and "D" means a disposition of securities.

(d) Not applicable.

(e) Not applicable.

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

Item 6 is hereby amended by deleting Item 6 in its entirety and inserting in lieu thereof the following:

Limited Partnership Agreements

A true copy of the Amended and Restated Agreement of Limited Partnership of Brandon No. 1, dated as of November 8, 1990, among Sacks, Schlosberg and Brandon Securities Limited, a corporation organized under the laws of the British Virgin Islands ("Brandon Securities"), as general partners, and those persons named in Exhibit A thereto as the limited partners (the "Limited Partnership Agreement of Brandon No. 1"), is attached hereto as Exhibit 7 and is incorporated herein by reference. True copies of the amendments to the Limited Partnership Agreement of Brandon No. 1. are attached hereto as Exhibits 18, 19, 99.28, 99.29 and 99.30 and are incorporated herein by reference. Brandon Securities is no longer a general partner of Brandon No. 1.

A true copy of the Amended and Restated Agreement of Limited Partnership of Brandon No. 2, dated as of September 15, 1996, among Sacks and Schlosberg, as the general partners, and those persons named in Exhibit A thereto as the limited partners (the "Limited Partnership Agreement of Brandon No. 2"), is attached hereto as Exhibit 99.31 and is incorporated herein by reference.

Any description set forth in this Statement on Schedule 13D of the terms and conditions of the Brandon No. 1 Partnership Agreement and the Brandon No. 2 Partnership Agreement is qualified in its entirety by reference to the respective exhibits to this statement on Schedule 13D.

Pursuant to the Limited Partnership Agreement of Brandon No. 1 and the Limited Partnership Agreement of Brandon No. 2 (collectively, the "Partnership Agreements"), management of the affairs of each of Brandon No. 1 and Brandon No. 2, which includes the voting of and disposition of the shares of Common Stock held by each such limited partnership, is vested in the general partners of each such limited partnership, Sacks and Schlosberg. Upon 60 days' written notice, any limited partner of either Brandon No. 1 or Brandon No. 2 may withdraw and receive a distribution of the assets of the partnership (including shares of Common Stock owned by the partnership) equivalent to the amount to which it would be entitled upon liquidation of the partnership in full satisfaction of such limited partner's interest in the partnership and right, if any, to claim repayment of its Capital Contribution (as such term is defined in each Partnership Agreement).

Stock Option Agreements

See Item 4.

Item 7. Material to Be Filed as Exhibits

Item 7 is hereby amended as follows:

(i) *Insert at the end following Exhibit 20 the following*:

Exhibit No.	Description
99.21	Original Statement on Schedule 13D
99.22	Amendment No. 1 to Statement on Schedule 13D
99.23	Amendment No. 2 to Statement on Schedule 13D
99.24	Amendment No. 3 to Statement on Schedule 13D
99.25	Form of Option Agreement
99.26	Hansen Natural Corporation Stock Option Plan
99.27	Hansen Natural Corporation 2001 Stock Option Plan
99.28	Amendment to Agreement of Limited Partnership of Brandon No. 1 dated December 31, 1995
99.29	Amendment to Agreement of Limited Partnership of Brandon No. 1 dated December 31, 1997
99.30	Amendment to Agreement of Limited Partnership of Brandon No. 1 dated December 31, 2001
99.31	Amended and Restated Agreement of Limited Partnership of Brandon No. 2

Signature

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

November 19, 2004

BRANDON LIMITED PARTNERSHIP NO. 1

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

BRANDON LIMITED PARTNERSHIP NO. 2

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

/s/ Rodney C. Sacks
RODNEY C. SACKS

/s/ Hilton H. Schlosberg
HILTON H. SCHLOSBERG

SCHEDULE 13D

Introduction

The reporting persons named in Item 2 below are hereby jointly filing this statement on Schedule 13D because they may be deemed a "group" within the meaning of Rule 13d-5(b)(1) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), by virtue of their affiliated status and/or action in concert with respect to the acquisition of shares of Common Stock (as hereinafter defined in Item 2 below).

In accordance with Rule l3d-1(f) promulgated pursuant to the Exchange Act, the reporting persons named in Item 2 below have executed a written agreement relating to the joint filing of this statement on Schedule 13D (the "Group Agreement"), a true copy of which is attached hereto as Exhibit 1 and incorporated herein by reference.

Item 1. Security and Issuer.

This statement on Schedule 13D relates to the Common Stock, par value $.005 per share ("Common Stock"), issued by Unipac corporation, a corporation organized under the laws of the State of Delaware (the "Company"), whose principal executive

offices are located at 2222 Martin, Suite 260, Irvine, California 92715.

Item 2. Identity and Background.

(a) The reporting persons are Channel Limited Partnership, a limited partnership organized under the laws of the Cayman Islands ("Channel"), Brandon Limited Partnership No. 1, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 1"), Brandon Limited Partnership No. 2, a limited partnership organized under the laws of the Cayman Islands ("Brandon No. 2"), Rodney Cyril Sacks, a natural person in his individual capacity ("Sacks"), Hilton Hiller Schlosberg, a natural person in his individual capacity ("Schlosberg"), and Brandon Securities Limited, a corporation organized under the laws of the British Virgin Islands ("Brandon Securities"). Channel, Brandon No. 1, Brandon No. 2, Sacks, Schlosberg and Brandon Securities are sometimes hereinafter collectively referred to as the "Group". The sole general partner of Channel is Schlosberg. The general partners of each of Brandon No. 1 and Brandon No. 2 are Sacks, Schlosberg and Brandon Securities. Schlosberg is the beneficial shareholder of Brandon Securities, whose directors are Sacks, Schlosberg and Channel Management Limited, a corporation organized under the laws of the British Virgin Islands ("Channel Management"). The controlling persons, executive officers and directors of Channel Management are as set forth on Schedule A attached hereto.

(b) The principal business address of each of Channel,

Brandon No. 1 and Brandon No. 2 is c/o Riverbank Limited, P.O. Box 124, Le Marchant House, Le Marchant Street, St. Peter Port, Guernsey, Channel Islands.

The principal business address of Sacks is c/o Unipac Corporation, 2222 Martin, Suite 260, Irvine, California 92715 and of Schlosberg is c/o AAF Investments Corporation plc, 7 Queen Street, London W1X 9PH, England. The principal business address of Brandon Securities is P.O. Box 124, Le Marchant House, Le Marchant Street, St. Peter Port, Guernsey, Channel Islands. The principal business address of Channel Management is P.O. Box 124, Le Marchant House, Le Marchant Street, St. Peter Port, Guernsey, Channel Islands. The principal business address of each of the controlling persons, executive officers and directors of Channel Management is as set forth on Schedule A attached hereto.

(c) The principal business of each of Channel, Brandon No.1 and Brandon No. 2 is to invest in, acquire, hold, sell, dispose of and otherwise deal with shares of the Common Stock and other securities of the Company. Sacks is presently principally employed to render managerial services to the Company in his capacities as Chairman and Chief Executive Officer of the Company and Schlosberg is presently principally employed as Vice Chairman of AAF Investment Corporation plc ("AAF"), whose principal business address is 7 Queen Street, London W1X 9PH, England. The principal business of AAF is that it is a holding company, which owns subsidiaries in the building and engineering industries. Schlosberg also devotes a portion of

his time to serving in his capacities as President and Chief Operating Officer of the Company. The Company's principal business address is as set forth in Item 1 above. The principal business of the Company is to locate a suitable acquisition candidate(s) for the Company and the Company does not presently have any significant business operations other than the assessment and location of acquisition candidates (See Item 4(f) below for a more complete description of the Company's business and business plans). Schlosberg is directly employed by the Company, while Sacks is employed to render services to the Company by Confidential Assignments, Inc., a corporation organized under the laws of the State of California having a principal business address at 2222 Martin, Suite 260, Irvine, California 92715, whose principal business is the placement of financial, accounting and other professional personnel in temporary and permanent positions. The principal business of Brandon Securities is investment and of Channel Management is to provide administrative services. The principal occupation of each of the controlling persons, executive officers and directors of Channel Management, including the principal business and address of any corporation or other organization in which such employment in conducted, is, to the best knowledge of the reporting persons, as set forth on Schedule A attached hereto.

(d) During the last five years, none of Channel, Brandon No. 1, Brandon No. 2, Sacks, Schlosberg, Brandon

Securities or Channel Management, nor, to the best of their knowledge, any controlling person, executive officer or director of Brandon Securities or Channel Management, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of Channel, Brandon No. 1, Brandon No. 2, Sacks, Schlosberg, Brandon Securities or Channel Management, nor, to the best of their knowledge, any controlling person, executive officer or director of Brandon Securities or Channel Management, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding has been or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or state securities laws or finding any violation with respect to such laws.

(f) Each of Channel, Brandon No. 1 and Brandon No. 2 is a Cayman Islands limited partnership. Sacks is a citizen of the Republic of South Africa and resides in the United States. Schlosberg is a citizen of the Republic of South Africa and resides in England. Each of Brandon Securities and Channel Management is a British Virgin Islands corporation. The citizenship of each of the controlling persons, executive officers and directors of Channel Management is as set forth on Schedule A attached hereto.

Item 3. Source and Amount of Funds.

This statement on Schedule l3D relates to a total of

5,994,845 shares of Common Stock, and a total of 599,485 Callable Common Stock Purchase Warrant, Class B (each a "Class B Warrant") which have been purchased by the Group, for an aggregate consideration of $5,815,000 or a per share price of approximately $.97, subject to adjustment, as more specifically described below. In addition, a total of 773,196 shares of Common Stock and 77,319 Class B Warrants have been delivered into escrow for the benefit of Channel and Brandon No. 1 against receipt of up to an additional $750,000 by November 30, 1990 (as extended from November 14, 1990, the "Release Date"). To the extent payment is received therefor by the Release Date, shares of Common Stock and Class B Warrants will be delivered to Brandon No. 1 and Channel in accordance with their respective interests. As a result of the acquisition of the foregoing securities, and assuming that all shares of Common Stock and Class B Warrants held in escrow are purchased, the Group has collective beneficial ownership of a total 7,819,845 shares of Common Stock. (This total does not include a total 250,000 shares of Common Stock purchased by certain designees (the "Designees") of Channel, Brandon No. 1 and Brandon No. 2.)

Channel, Brandon No. 1, Brandon No. 2, the Company, CVI Ventures, Inc., a corporation organized under the laws of the State of Delaware and a wholly-owned subsidiary of the Company ("CVI") , and Continental Ventures, Inc., a corporation formerly

organized(1), under the laws of the State of Delaware ("Continental"), entered into a Stock and Warrant Purchase Agreement, dated as of May 25, 1990 (the "Purchase Agreement"), as amended by an agreement dated as of July 24, 1990 and as further amended by an agreement dated as of September 12, 1990, as so amended the "Purchase Agreement").

A true copy of the Purchase Agreement, together with all Exhibits and Schedules thereto, has been filed as Exhibit 2(a) to registration statement (No. 33-35796) on Form S-4 and is referenced as Exhibit 2, and is incorporated herein by reference. Any description set forth in this statement on Schedule 13D of the terms and conditions of the Purchase Agreement is qualified in its entirety by such reference.

Under the Purchase Agreement, Channel, Brandon No. 1 and Brandon No. 2 (hereinafter sometimes collectively referred to as the "Partnerships"), agreed to purchase, or cause the Designees to purchase, between $5 million and $10 million worth of shares of Common Stock at a per share purchase price to be determined by application of a formula based on, among other things, the net tangible asset value of Continental on the date of the consummation of the Merger (the "NTAV"), subject to certain post-closing adjustments (See Item 4(a) below for a

(1) On November 8, 1990, Continental was merged (the "Merger") with and into CVI, which continues its existence as the surviving company and a wholly-owned subsidiary of the Company. CVI was recently formed for the purpose of effectuating the Merger.

description of the calculation of the NTAV and the post-closing adjustments to be made thereto; see also Section 3 of the Purchase Agreement). In addition, the Company was required to issue to the Partnerships at no additional cost one Class B Warrant for every ten shares of Common Stock purchased pursuant to the Purchase Agreement, up to a maximum of 750,000 Class B Warrants. Each Class B Warrant entitles the holder thereof to purchase until November 8, 1992 one share of Common Stock at a price of $2.50 per share and may be called for redemption at a price of $.01 per Class B Warrant by the Company upon twenty days prior notice beginning eighteen months after the effective date of the Merger.

On November 8, 1990, a closing (the "Closing") was held pursuant to the Purchase Agreement and the following purchases of shares of the Common Stock and Class B Warrants were consummated by the Partnerships: (i) Channel purchased 1,166,667 shares of Common Stock and received 116,667 Class B Warrants for an aggregate purchase price of $1,l31,667, (ii) Brandon No. 1 purchased 910,652 shares of Common Stock and received 91,065 Class B Warrants for an aggregate purchase price of $883,333, and (iii) Brandon No. 2 purchased 3,917,526 shares of Common Stock and received 391,753 Class B Warrants for an aggregate purchase price of $3,800,000. In addition to the shares of Common Stock purchased by members of the Group, the Designees purchased a total of 250,000 shares of

Common Stock for an aggregate purchase price of $250,000, subject to adjustments to the purchase price therefor based upon the final NTAV (determined as described below).

Assuming that all shares of Common Stock and Class B Warrants are fully paid and released from escrow, (x) Channel will acquire an additional 257,732 shares of Common Stock (for a total of l,424,399 shares of Common Stock) and an additional 25,773 Class B Warrants (for a total of 142,440 Class B Warrants) for an aggregate additional purchase price of $250,000 and (y) Brandon No. 1 will acquire an additional 515,464 shares of Common Stock (for a total of 1,426,116 shares of Common Stock) and an additional 51,546 Class B Warrants (for a total of 142,611 Class B Warrants) for an additional purchase price of $500,000.

The per share price of the Common Stock on the date of the Closing is subject to certain adjustments and, consequently, the aggregate number of shares issued to the Partnerships may be increased or decreased. Pursuant to the Purchase Agreement, the NTAV as determined for purposes of the provisional issuance of shares of Common Stock and Class B Warrants at the Closing will be audited and reviewed by Laventhol & Horwath, an independent auditor ("L&H"), to determine any necessary adjustments required by the final determinations of, among other things, certain estimated fees and expenses deducted from the NTAV (See Item 4(a) below for a description of such adjustments).

In addition, the Company and CVI have agreed to indemnify the Partnerships for certain losses in excess of $25,000 by issuing, or causing to be issued, to the Partnerships, additional shares of Common Stock having an aggregate per share value equal to such losses (See 4(a) below for a description of the indemnification rights of the Partnerships).

The funds used to purchase the Common Stock and Class B Warrants were comprised of the working capital of the respective Partnerships and the personal funds of the Designees. Pursuant to a Letter and Lien and Set-Off dated November 5, 1990 (the "Lien Letter") issued by Brandon No. 2 to Swiss Bank Corporation ("Swiss Bank"), Brandon No. 2 has pledged to Swiss Bank the 3,917,526 shares of Common Stock purchased by it to secure a loan in the principal amount of U.S. $3,800,000 made by Swiss Bank to a limited partner of Brandon No. 2 to finance the purchase by such limited partner of limited partnership interests in Brandon No. 2.

A true copy of the Lien Letter is attached hereto as Exhibit 3 and is incorporated herein by reference. Any description set forth in this statement on Schedule 13D of the terms and conditions of the Lien Letter is qualified in its entirety by such reference.

Item 4. Purpose of the Transaction.

The shares of Common Stock presently beneficially owned by each of the Partnerships, Brandon Securities, Sacks and Schlosberg were acquired and are being held for investment purposes.

(a) The price per share of Common Stock is subject to certain post-closing adjustments under the Purchase Agreement that may result in the Partnerships either (i) being issued additional shares of Common Stock and Class B Warrants or (ii) returning shares of Common Stock and Class B Warrants issued to them to the Company for cancellation.

Continental must provide a post-Merger balance sheet (the "Balance Sheet") as of the date of the Closing to L&H. L&H will audit and review the Balance Sheet and prepare an adjustment statement calculating the number of shares of Common Stock and Class B Warrants to which the Partnerships are entitled based on the Balance Sheet as adjusted to reflect final determinations with respect to the costs and expenses of the Merger and the transactions contemplated by the Purchase Agreement.

In addition, pursuant to the Purchase Agreement, the Company must issue additional shares of Common Stock to the Partnerships to indemnify them for certain losses and claims. The Company and CVI have agreed to indemnify the Partnerships for, among other things, any breach of representations and warranties of the Company, Continental or CVI contained in the Purchase Agreement and for certain claims arising from or relating to the Purchase Agreement or the Merger and the transactions contemplated thereby.

In the case of a breach of a representation in the Purchase Agreement or any other claim for indemnification which

arises prior to October 31, 1991, the Partnerships will be issued an additional number of shares of Common Stock, valued at the purchase price therefor under the Purchase Agreement, in the aggregate equal to the amount of the Indemnifiable losses in excess of $25,000.

The Company has granted irrevocable options to purchase 187,500 shares of Common Stock to each of Schlosberg and Sacks. The options were granted to (i) Sacks pursuant to an Option Agreement (the "Sacks Agreement"), dated as of November 8, 1990, between the Company and Socks, and (ii) Schlosberg pursuant to an Option Agreement (the "Schlosberg Agreement"), dated as of November 8, 1990, between the Company and Schlosberg (the Sacks Agreement and the Schlosberg Agreement being hereinafter sometimes referred to collectively as the "Option Agreements").

True copies of the Sacks Agreement and the Schlosberg Agreement are attached hereto as Exhibit 4 and Exhibit 5, respectively, and are incorporated herein by reference. Any description set forth in this statement on Schedule 13D of the terms and conditions of any of the Option Agreements is qualified in

its entirety by such reference.

Pursuant to the Option Agreements, the options may be exercised for a period of six years expiring on November 8, 1996 at a per share price of $l.875 subject to certain adjustments.

(b) The Company is seeking to locate a suitable

acquisition candidate (See Item 4(f) below for a description of the Company's business plans). Although a specific candidate has not been identified, the acquisition of an operating business may be structured as a merger, or a purchase of stock or assets and may be financed through the use of the Company's working capital, the issuance of debt or equity securities of the Company or through the use of loans from financial institutions or by a combination of the foregoing.

(c) Pursuant to the Purchase Agreement, CVI has certain indemnification obligations, including an obligation to indemnify certain of its and Continental's officers, directors, employees and agents against losses arising out of the actions taken by CVI and Continental in connection with the Merger and the transactions contemplated by the Purchase Agreement. The Company has agreed to make available up to $250,000 to meet those indemnification obligations in the event that CVI does not have sufficient funds, but which amount may not be used for the benefit of CVI or its creditors (see Section 6(f) of the Purchase Agreement).

None of the members of the Group has any present plan or proposal to sell or transfer a material amount of the assets of the Company or CVI other than the use of working capital to purchase operating businesses as described in Item 4(f) below.

(d) Not Applicable.

(e) Not Applicable.

(f) The Company is considering acquisition candidates which have annual operating revenues of more than $5,000,000,

although acquisition candidates with lower revenues will be considered if other factors exist which commend the acquisition candidate. Depending upon the size of the target(s) and the cost(s) of the acquisition(s), and although no assurances can be given, it is contemplated that the Company will enter into one or more acquisition transactions in the 12-month period following the Closing. These transactions may be effected either by a merger or by the purchase of stock or assets, depending upon the acquisition candidates available and the respective requirements of the parties, and will likely include the addition of incumbent management personnel. Although no specific criteria have been established, companies with a history of profitability will be considered, although other companies will also be considered where other factors exist which commend such candidates such as recent profitability or a recent improvement in operations or perceived potential or if the candidate is engaged in a line of business considered to be strategic in relation to other businesses acquired or to be acquired by the Company. It is expected that the Company will explore acquisitions, among others, in the paper and packaging industry because of Schlosberg's experience in that industry; however, acquisitions in other industries may also be pursued under certain circumstances. Thus, no assurances can be made regarding the business in which any potential acquisition candidate may be engaged.

(g) Not Applicable.

(h) Not Applicable.

(i) Not Applicable.

(j) Not Applicable.

Item 5. Interest In Securities of Issuer.

(a) As of the date hereof, the aggregate number and percentage of Common Stock beneficially owned by Channel, Brandon No. 1, Brandon No. 2, Sacks and Schlosberg, is 7,819,845(2) shares of Common Stock or 92.5% of the approximately 8,448,382(3) shares of Common Stock issued and outstanding as of the date of the Closing. As of the date hereof, each of Channel, Brandon No. 1 and Brandon No. 2 directly beneficially own 1,566,839(4) shares or 18.6% of the Common Stock, 1,568,727(5) shares or 18.6% of the Common Stock, and 4,309,279(6) shares or 51% of the Common Stock, respectively. As of the date hereof, the aggregate number and

(2) Includes (i) 676,804 shares or 8.0% of the Common Stock, issuable upon exercise of Class B Warrants (including shares of the Common Stock and Class B Warrants held in escrow, (ii) 187,500 shares or 2.2% of Common Stock issuable upon the exercise of the options granted pursuant to the Sacks Agreement, and (iii) 187,500 shares or 2.2% of the Common Stock, issuable upon the exercise of the options granted pursuant to the Schlosberg Agreement.

(3) See Footnote 2.

(4) Includes 142,440 shares or 1.7% of the Common Stock, issuable upon the exercise of the Class B Warrants.

(5) Includes 142,611 shares or 1.7% of the Common Stock, issuable upon the exercise of Class B Warrants.

(6) Includes 391,753 shares or 4.6% of the Common Stock, issuable upon the exercise of Class B Warrants.

percentage of Common Stock which is held in escrow beneficially owned by Channel and Brandon No. 1 is 850,515(6c) shares or 10% of the Common Stock. As of the date hereof, with respect to the escrowed Common Stock and Class B Warrants, each of Channel and Brandon No. 1 directly beneficially own 283,505(6a) shares or 3.3% of the Common Stock, and 5,670,160(6b) shares or 6.7% of the Common Stock, respectively.

As of the date hereof, Schlosberg beneficially owns an aggregate of 7,632,345(7) shares or 90.3% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares or 2.2% of the Common Stock, which is owned directly upon exercise of all of the options granted pursuant to the Schlosberg Agreement, (ii) 1,566,839 shares(8) or 18.6% of the Common Stock, which is owned indirectly by virtue of his position as the sole general partner of Channel, (iii)

(6a) Includes 25,773 shares or .31% of the Common Stock, issuable upon the exercise of the escrowed Class B Warrants.

(6b) Includes 51,546 shares or .61% of the Common Stock, issuable upon the exercise of the escrowed Class B Warrants.

(6c) Includes 77,319 shares or .92% of the Common Stock, issuable upon the exercise of the escrowed Class B Warrants.

(7) See Footnotes 4, 5 and 6 and Footnotes 6a, 6b and 6c and the text accompanying such Footnotes. Also includes 187,500 shares or 2.2% of the Common Stock, issuable upon the exercise of the options granted pursuant to the Schlosberg Agreement.

(8) See Footnote 4 and Footnote 6a and the text accompanying such Footnote.

l,568,727(9) shares or 18.6% of the Common Stock, which is owned indirectly by virtue of his position as one of the general partners of Brandon No. 1 and as the controlling person of Brandon Securities, and (iv) 4,309,279(10) shares or 51% of the Common Stock, which is owned indirectly by virtue of his position as one of the general partners of Brandon No. 2 and as the controlling person of Brandon Securities, another general partner of Brandon No. 2.

As of the date hereof, Sacks beneficially owns an aggregate of 6,065,506(11) shares or 71.8% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares or 2.2% of the Common Stock, which is owned directly upon exercise of all of the options granted pursuant to the Sacks Agreement; (ii) 1,568,727(12) shares or 18.6% of the Common Stock, which is owned indirectly by virtue of his position as one of the

(9) See Footnote 5 and Footnote 6b and the text accompanying such Footnote.

(10) See Footnote 6.

(11) See Footnotes 4, 5 and 6 and Footnotes 6a, 6b and 6c and the text accompanying such Footnotes. Also, includes 187,500 shares or 2.2% of Common Stock issuable upon the exercise of the options granted pursuant to the Sacks Agreement.

(12) See Footnote 5 and Footnote 6b and the text accompanying such Footnote.

(13) See Footnote 6.

general partners of Brandon No. 1, and (iii) 4,309,279(13) shares or 51% of the Common Stock, which is owned indirectly by virtue of his position as one of the general partners of Brandon No. 2.

As of the date hereof, Brandon Securities indirectly beneficially owns 5,878,006(14) shares or 69.6% of the Common Stock, which is owned by virtue of its position as one of the general partners of Brandon No. 1 and Brandon 2.

As of the date hereof, none of Channel Management or its controlling person, executive officers, or directors own beneficially, whether directly or indirectly, any shares of Common Stock.

Each of the members of the Group disclaims beneficial ownership of the Common Stock held on behalf of the other reporting persons other than, in the case of Sacks, the Common Stock and Class B Warrants held by Brandon No. 1 and Brandon No. 2, in the case of Schlosberg, the Common Stock and Class B Warrants held by Channel, Brandon No. 1 and Brandon No. 2, and, in the case of Brandon Securities, the Common Stock and Class B Warrants held by Brandon No. 1 and Brandon No. 2.

(b) Channel has the sole power to vote and dispose of 1,566,839 shares or 18.6% of the Common Stock, which is directly beneficially owned by it. Brandon No. 1 has sole power to vote and dispose of 1,568,727 shares or 18.6% of the Common Stock, which is directly beneficially owned by it. Brandon No. 2 has sole power to vote and dispose of 4,309,279

(14) See Footnotes 5 and 6 and Footnote 6b and the text accompanying such Footnote.

shares or 51% of the Common Stock, which is directly beneficially owned by it. Schlosberg may be deemed (i) to have sole power to vote and dispose of 187,500 shares or 2.2% of the Common Stock, which is directly beneficially owned by him, (ii) to have sole power to vote and dispose of all of the 1,566,839 shares or 18.6% of the Common Stock, which is directly beneficially owned by Channel by virtue of his position as the sole general partner of Channel, (iii) to have shared power to vote and dispose of all of the 1,568,727 shares or 18.6% of the Common Stock, which is directly beneficially owned by Brandon No. 1 by virtue of his position as one of the general partners of Brandon No. 1 and as a controlling person of Brandon Securities, also one of the general partners of Brandon No. 1, and (iv) to have shared power to vote and dispose of all of the 4,309,279 shares or 51% of the Common Stock, which is directly beneficially owned by Brandon No. 2 by virtue of his position as one of the general partners of Brandon No. 2 and the controlling person of Brandon Securities, also one of the general partners of Brandon No. 2. Sacks may be deemed (i) to have sole power to vote and dispose of 187,500 shares or 2.22% of the Common Stock, which is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 1,568,727 shares or 18.6% of the Common Stock, which is directly beneficially owned by Brandon No. 1 by virtue of his position as one of the general partners of Brandon No. 1, and (iii) to have shared power to vote and

dispose of all of the 4,309,279 shares or 51% of the Common Stock, which is directly beneficially owned by Brandon No. 2 by virtue of his position as one of the general partners of Brandon No. 2. Brandon Securities may be deemed (i) to have shared power to vote and dispose of all of the 1,568,727 shares or 18.6% of the Common Stock, which directly beneficially owned by Brandon No. 1 by virtue of its position as one of the general partners of Brandon No. 1 and (ii) to have shared power to vote and dispose of all of the 4,309,279 shares or 51% of the Common Stock, which is directly beneficially owned by Brandon No. 2 by virtue of its position as one of the general partners of Brandon No. 2. None of Channel Management or its controlling person, executive officers or directors has sole or shared power to vote or direct the vote or dispose or direct the disposition of the Common Stock.

(c) See Item 3 for a description of the purchase of shares of Common Stock and Class B Warrants, including shares of Common Stock and Class B Warrants held in escrow, by the Partnerships. As described in Items 3 and 4(a) above, the per share purchase price will be subject to certain post-closing adjustments that may result in an increase or decrease in the actual amount of Common Stock purchased and Class B Warrants received by the Partnerships.

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

True copies of the Amended and Restated Agreement of

Limited Partnership of Channel Limited Partnership, dated as of November 8, 1990, among Schlosberg, as general partner, and those persons named in Exhibit A thereto as the limited partners (the “Channel Partnership Agreement”), the Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 1, dated as of November 8, 1990, among Sacks, Schlosberg and Brandon Securities, as general partners, and those persons named in Exhibit A thereto as the limited partners (the “Brandon No. 1 Partnership Agreement”), and the Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 2, dated as of November 8, 1990, among Sacks, Schlosberg and Brandon Securities, as the general partners, and those persons named in Exhibit A thereto as the limited partners (the “Brandon No. 2 Partnership Agreement”), are attached hereto as Exhibit 6, Exhibit 7 and Exhibit 8, respectively, and are incorporated herein by reference. Any description set forth in this statement on Schedule l3D of the terms and conditions of the Channel Partnership Agreement, the Brandon No. 1 Partnership Agreement and the Brandon No. 2 Partnership Agreement is qualified in its entirety by such reference.

The Channel Partnership Agreement provides, among other things, that after expiration of 65 days from the date of the Closing, each limited partner is entitled to require Channel to allot and distribute to the limited partners a certain number of Class B Warrants and shares of Common Stock

(See Article V of the Channel Partnership Agreement).

The Brandon No. 1 Partnership Agreement provides, among other things, (i) that sixty-five days after the date of the Closing (A) each limited partner and each general partner, except for Sacks, has the right to require Brandon No. 1 to allot and distribute to them a certain number of Class B Warrants and (B) Schlosberg has the right to require Brandon No. 1 to allot and distribute to him or his designees a certain number of shares of Common Stock and (ii) that one year after the date of Closing, Sacks is entitled to require Brandon No. 1 to allot and distribute to him a certain number of Class B Warrants and shares of Common Stock (See Article V of the Brandon No. 1 Partnership Agreement).

The Brandon No. 2 Partnership Agreement provides, among other things, (i) that sixty-five days after the date of the Closing (A) each limited partner and each general partner, except for Sacks, has the right to required Brandon No. 2 to allot and distribute to them a certain number of Class B Warrants and (B) each limited partner has the right to require Brandon No. 2 to allot and distribute to them a certain number of shares of the Common Stock, and (ii) that one year after the date of Closing, Sacks is entitled to require Brandon No. 2 to allot and distribute to him a certain number of Class B Warrants (See Article V of the Brandon No. 2 Partnership Agreement).

The Brandon No. 2 Partnership Agreement also provides

that upon the request of a limited partner, the general partners will pledge shares of Common Stock held by Brandon No. 2 as security for any obligations or indebtedness incurred by a limited partner (See Section 6.2 of the Brandon No. 2 Partnership Agreement). In the event that shares of Common Stock are pledged by Brandon No. 2 in favor of a financial institution as security for borrowings of the Brandon No. 2 Partnership or its limited partners, upon the occurrence of an event of default entitling the financial institution to sell the pledged securities, the Company may be required to register the pledged securities under the Securities Act of 1933, as amended (the "Securities Act"), on the written request of the financial institution to be given on or after January 12, 1991 but before November 8, 1991 (See Section 8.6 of the Brandon No. 2 Partnership Agreement; see also Section 6(i) of the Purchase Agreement as set forth in Amendment No. 2).

As described in Item 3 above, Brandon No. 2 has pledged its Class B Warrants and Common Stock to Swiss Bank pursuant to the Lien Letter (Exhibit 3).

A Subscription Agreement - Power of Attorney between Channel and each of its limited partners (each a "Channel Subscription Agreement"), a Subscription Agreement - Power of Attorney, between Brandon No. 1 and each of its limited partners (each a "Brandon No. 1 Subscription Agreement"), and a Subscription Agreement - Power of Attorney between Brandon No. 2 and each of its limited partners (each a "Brandon No. 2

Subscription Agreement"), have been entered into in the forms attached hereto as Exhibit 9, Exhibit 10 and Exhibit 11, respectively, and are incorporated herein by reference. Any description set forth in this statement on Schedule 13D of the terms and conditions of the Channel Subscription Agreement, the Brandon No. 1 Subscription Agreement and the Brandon No. 2 Subscription Agreement is qualified in its entirety by such reference (the Channel Subscription Agreement, the Brandon No. 1 Subscription Agreement and the Brandon No. 2 Subscription Agreement are hereinafter sometimes collectively referred to as the "Subscription Agreements").

Each of the Subscription Agreements, among other things, prohibits the limited partners of the Partnerships from selling, transferring or otherwise disposing of their interests in the Partnerships or any shares of Common Stock derived therefrom for a period of twelve months after the date of the Closing. Each of the Subscription Agreements further prohibits the general partners and the limited partners of the Partnerships from selling shares of Common Stock and Class B Warrants received in a distribution into the United States or to a U.S. national or resident for a period of twelve months after the date of the Closing (and, in the case of Common Stock derived from Class B Warrants, for twelve months following receipt of shares of such Common Stock), or such shorter period as may be applicable in accordance with applicable rules and regulations of the SEC, and following such twelve-month period,

the limited partners may only sell such securities in the United States or to U.S. nationals or residents in compliance with the Securities Act (See paragraphs 8 and 9 of each Subscription Agreement; see also Article V of each Partnership Agreement). Each of the Subscription Agreements also provides for the liquidation and dissolution of the related Partnership upon the occurrence of certain events and the distribution of its remaining assets in kind.

Pursuant to their respective Subscription Agreements, each limited partner of Brandon No. 1 and Brandon No. 2 has executed an Irrevocable Proxy (each a "Proxy" and collectively, the "Proxies") in favor of Sacks and Schlosberg, in the forms attached hereto as Exhibit 12 and Exhibit 13, respectively, and incorporated herein by reference. Any description set forth in this statement on Schedule 13D of the terms and conditions of the Proxies is qualified in its entirety by such reference.

Each of the Proxies irrevocably appoint Sacks and Schlosberg to act as attorneys-in-fact for the limited partners to vote any shares of Common Stock distributed to the limited partners upon the liquidation, under certain circumstances, of Brandon No. 1 or Brandon No. 2, as the case may be. The Proxies expire upon the earlier to occur of (i) December 3l 1993, or (ii) the date of the transfer of all of the related Common Stock by the limited partners.

As previously described in Item 4(a) above, Sacks and the Company have entered into the Sacks Agreement (Exhibit 5) and Schlosberg and the Company have entered into the Schlosberg

Agreement (Exhibit 6).

In addition to granting options to acquire Common Stock, the Option Agreements require the Company to register shares of Common Stock acquired by Sacks and Schlosberg pursuant to their respective Options Agreements. At the option of Sacks and Schlosberg, acting together, on one occasion at any time on or prior to November 8, 1996, the Company will, at its expense, register such shares under the Securities Act. Sacks and Schlosberg may also have such shares included in a registration by the Company of Common Stock held by the Partnerships (see Section 6 of each Option Agreement).

The Purchase Agreement also requires the Company, at the option of the Partnerships, on one occasion at any time after two years following the date of the closing, to register an amount equal to 1/3 of the purchased shares less 250,000 shares of Common Stock (see Section 5 of the Purchase Agreement).

The Common Stock purchased by the Partnerships pursuant to the Purchase Agreement was issued to Partnerships without registration under the Securities Act in reliance on the SEC's position that registration under the Securities Act is not required for a foreign offering of securities made in a manner reasonably designed to ensure that such securities will come to rest outside of the united States. The Partnerships have agreed that for a period of twelve months after the date of Closing, they will not, directly or indirectly, offer to sell, resell, or deliver or redeliver their respective shares

of Common Stock into the United States unless they are transferred pursuant to an effective registration statement or in compliance with Regulation S promulgated under the Securities Act (see Section 5 of the Purchase Agreement).

Item 7. Materials to be Filed as Exhibits.

1. Group Filing Agreement referred to in the Introduction hereof.

2. Purchase Agreement referred to in items 3, 4, 5 and 6 hereof.

3. Lien Letter referred to in Items 3 and 6 hereof.

4. Sacks Agreement referred to in Items 4(a), 5 and 6 hereof.

5. Schlosberg Agreement referred to Items 4(a), 5 and 6 hereof.

6. Channel Partnership Agreement referred to in Item 6 hereof.

7. Brandon No. 1 Partnership Agreement referred to in Item 6 hereof.

8. Brandon No. 2 Partnership Agreement referred to in Item 6 hereof.

9. Channel Subscription Agreement referred to in Item 6 hereof.

10. Brandon No. 1 Subscription Agreement referred to in Item 6 hereof.

11. Brandon No. 2 Subscription Agreement referred to in Item 6 hereof.

12. Brandon No. 1 Proxy Agreement referred to in Item 6 hereof.

13. Brandon No. 2 Proxy Agreement referred to in Item 6 hereof.

14. Power of Attorney.

SIGNATURES

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

Dated: November 21, 1990.

BRANDON SECURITIES LIMITED

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: a Director

By: /s/ RODNEY CYRIL SACKS
Rodney Cyril Sacks,
Individually

/s/ HILTON HILLER SCHLOSBERG
Hilton Hiller Schlosberg,
Individually

BRANDON LIMITED PARTNERSHIP NO. 1

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Director

BRANDON LIMITED PARTNERSHIP NO. 2

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks,
Title: General Partner

CHANNEL LIMITED PARTNERSHIP

By: /s/ HILTON HILLER SCHLOSBERG
Name: Hilton Hiller Schlosberg
Title: General Partner

SCHEDULE A

I. Controlling Person, Executive Officers, and Directors of Channel Management Limited

The business address of each of the executive officers and directors of Channel Management, Inc. is P.O. Box 71, Craigmuir Chambers, Tortola, British Virgin Islands. The business address of the controlling person, Riverdale Limited, is as stated in Part II to this Schedule.

Name	Principal Occupation or Employment	Citizenship
A. Directors		
Douglas Victor Dawe	Director of Channel Management	England
Pamela Dawe	Director of Channel Management	England
Donald Vernon Willis	Director of Channel Management	England
B. Officers		
Douglas V. Dawe	President of Channel Management	England
Pamela Dawe	Secretary of Channel Management	England
C. Controlling Persons		
Riverdale Limited	Administrative Services	Channel Islands

II. Controlling Person, Executive Officer and Director of Riverdale Limited

The business address of Riverdale Limited and each of the executive officer, director and control person of Riverdale Limited is:

P.O. 124 Le Marchant House
Le Marchant Street
St. Peter Port
Guernsey, Channel Islands

Name	Principal Occupation or Employment	Citizenship
A. Directors		
Leonard W. Durham	Director of Riverdale Limited	South Africa
B. Officers		
Leonard W. Durham	Director of Riverdale Limited	South Africa
C. Controlling Person		
Leonard W. Durham	Director of Riverdale Limited	South Africa

INDEX OF EXHIBITS

Amendment No. 1 to Schedule 13D

Introduction

This Amendment No. 1 (this "Amendment No. 1") amends the statement on Schedule 13D, dated November 21, 1990 (the "Original Statement") (the Original Statement and this Amendment No. 1 are sometimes hereinafter collectively called the "Schedule 13D"), relating to the Common Stock, par value $.005 per share ("Common Stock"), issued by Unipac Corporation (the "Company"), filed jointly by Channel Limited Partnership ("Channel"), Brandon Limited Partnership No. 1 ("Brandon No. 1"), Brandon Limited Partnership No. 2 ("Brandon No. 2"), Rodney Cyril Sacks ("Sacks") , Hilton Hiller Schlosberg ("Schlosberg") and Brandon Securities Limited ("Brandon Securities") (Brandon No. 1, Brandon No. 2 and Channel are sometimes hereinafter collectively referred to as the "Partnerships" and the Partnerships, Sacks, Schlosberg and Brandon Securities are sometimes hereinafter collectively referred to as the "Group"), by (i) reflecting on the cover sheet the change of address of the person authorized to receive notices and communications, (ii) reflecting in Item 1 the change of address of the principal executive offices of the Company, (iii) reflecting in Item 2 the change of address of Sacks and Confidential Assignments, Inc. ("CAI"), (iv) disclosing in Items 3, 4(a) and 5(c) the release of certain of the shares of Common Stock and Class B Warrants (as defined in the Original Statement) previously reported as being held in

escrow pending the receipt of the balance of the purchase price therefor, (iv) disclosing in Item 3 the replacement of Laventhol & Horwath ("Laventhol") as the independent auditor previously reported as having responsibility for providing certain post-closing accounting services relating to the finalization of the purchase price for the Common Stock and Class B Warrants, (v) reflecting in Item 3 the change in the number of shares of Common Stock pledged by Brandon No. 2, (vi) disclosing in Items 3, 4(a) and 5 the final calculation of the purchase price for the Common Stock and Class B Warrants, (vii) disclosing in Items 4(g) and 6 an Agreement, dated February 14, 1991, between the Company and Omnia Holdings Inc. ("Omnia"), which requires the Company to obtain the prior consent of Omnia before engaging in certain significant corporate transactions, and (viii) reflecting in Item 7 the filing of certain additional exhibits.

Any capitalized term used in this Amendment No. 1 and not otherwise defined herein shall have the meaning ascribed to such term in the Original Statement.

Item 1. Security and Issuer.

Item No. 1 is hereby amended as follows:

(i) Delete in its entirety the address "2222 Martin, Suite 260, Irvine, California 92715" appearing on the top of page 9 of the Original Statement and insert in lieu thereof the following address: "4000 Barranca Parkway, Suite 250, Irvine, California 92714."

Item 2. Identity and Background.

Item 2 is hereby amended as follows:

(i) The address for Sacks set forth in the first complete paragraph on page 10 of the Original Statement in response to Item 2(b) is hereby deleted and the following is inserted in lieu thereof: "c/o Unipac Corporation, 4000 Barranca Parkway, Suite 250, Irvine, California 92714."

(ii) The address for CVI set forth in the carry-over paragraph on page 11 of the Original Statement in response to Item 2(c) is hereby deleted and the following is inserted in lieu thereof: "20 Corporate Park, Suite 295, Irvine, California 92714".

Item 3. Source and Amount of Funds.

Item 3 is hereby amended as follows:

(i) Delete in its entirety the first paragraph of Item 3, which starts on the bottom of page 12 and is continued on page 13 of the Original Statement and insert in lieu thereof the following:

"This statement on Schedule 13D relates to a total of 7,339,737 shares of Common Stock beneficially owned by the Group consisting of (i) a total of 6,331,579 shares of Common Stock and a total of 633,158 Callable Common Stock Purchase Warrants, Class B (each a "Class B Warrant"), purchased by the Partnerships for an aggregate purchase price of $6,015,000, which purchase price was obtained from the working capital of the Partnerships, and (ii) an aggregate 375,000 shares of Common Stock issuable upon exercise of certain options held by

Sacks and Schlosberg, as more specifically described below. The above stated amounts of shares of Common Stock and Class B Warrants purchased by the Partnerships include 206,186 of the 773,196 shares of Common Stock and 20,618 of the 77,319 Class B Warrants that were issued and delivered into escrow on the date of the Closing for the benefit of Channel and Brandon No. 1 against receipt of the balance of the purchase price therefor by November 30, 1990 (as extended from November 14, 1990, the "Release Date"). On the Release Date, an additional 206,186 shares of Common Stock and 20,618 Class B Warrants were delivered to Channel and Brandon No. 1 in accordance with their respective interests upon payment of an aggregate additional $200,000 therefor. The remaining 567,010 shares of Common Stock and 56,701 Class B Warrants held in escrow prior to the Release Date for which payment was not received were returned to the Company and cancelled. As a result of the purchase of shares of Common Stock and Class B Warrants pursuant to the Purchase

Agreement and certain related transactions described below, the Group has collective beneficial ownership of a total of 7,339,737 shares of Common Stock (this total does not include 250,000 shares of Common Stock purchased by certain designees (the "Designees") of Channel, Brandon No. 1 and Brandon No. 2 pursuant to the Purchase Agreement)."

(ii) Delete in their entirety the first and second complete paragraphs appearing on page 16 of the Original Statement and insert in lieu thereof the following:

"In addition, on the Release Date, a total of 206,186 shares of Common Stock and 20,618 Class B Warrants were released out of escrow upon the payment of an aggregate additional purchase price of $200,000, subject to the aforementioned adjustments, as follows: (i) Brandon No. 1 received 137,457 of the escrowed shares of Common Stock and 13,746 of the escrowed Class B Warrants upon payment of $133,333 and (ii) Channel received 68,729 of the escrowed shares of Common Stock and 6,872 of the escrowed Class B Warrants upon payment of $66,667. The remaining 567,010 shares of Common Stock and 56,701 Class B Warrants held in escrow prior to the Release Date were returned to the Company and cancelled.

On March 13, 1991, the final NTAV of CVI on the date of Closing was determined resulting in a decrease from the amount provisionally estimated at $.97 per share to an adjusted amount of $.95 per share and, consequently, the aggregate number of shares of Common Stock and Class B Warrants issued to the Partnerships was increased. As a consequence of the calculation of the final NTAV, the Company issued to the Partnerships, in accordance with their respective interests, an aggregate additional 130,548 shares of Common Stock and 13,055 Class B Warrants. In addition, by reason of the adjustment of the purchase price for shares of Common Stock based on the final NTAV calculation, the Company refunded an aggregate of $12,500 to the Designees.

After giving effect to the price adjustment, the Partnerships purchased an aggregate of 6,331,579 shares of

Common Stock and 633,158 Class B Warrants for an aggregate purchase price of $6,015,000 and the Designees purchased an aggregate of 250,000 shares of Common Stock for an aggregate purchase price of $237,500.

Pursuant to the Purchase Agreement, the balance sheet of CVI as at the date of the Closing was to be audited and reviewed by Laventhol, an independent auditor, which was also to determine final NTAV. Since Laventhol entered into voluntary bankruptcy proceedings under Chapter 11 of the Bankruptcy Code on November 21, 1990 and ceased performing accounting services, Coopers & Lybrand, an independent auditor ("C&L"), was chosen as Laventhol's successor by agreement among the parties to the Purchase Agreement.

True copies of a letter, dated March 13, 1991, from Thomas P. Mikrut of C&L to the parties to the Purchase Agreement regarding the final number of shares of Common Stock and Class B Warrants to which the Partnerships are entitled under the Purchase Agreement and the related calculation of the final NTAV of CVI prepared by C&L (the "Adjustment Statement") is incorporated by reference as Exhibit 15 hereto and is incorporated herein by reference. Any description set forth in the Schedule 13D regarding the Adjustment Statement and the related adjustment to the number of, or purchase price for, shares of Common Stock and Class B Warrants issued under the Purchase Agreement, is qualified in its entirety by such reference.

The calculation of the final NTAV of $.95 per share was determined by C&L in the manner set forth in the Adjustment Statement."

(iii) The number "3,917,526" set forth in the second sentence of the second paragraph appearing on page 17 of the Original Statement is hereby deleted and the number "4,000,000" is inserted in lieu thereof.

Item 4. Purpose of the Transaction.

Item 4 is hereby amended as follows:

(i) Delete in their entirety the first and second complete paragraphs appearing on page 18 of the Original Statement in response to Item 4(a) and insert in lieu thereof the following:

"As described in Item 3 above, on the Release Date, an aggregate of 206,186 shares of Common Stock and 20,168 Class B Warrants were released from escrow and delivered to Channel and Brandon No. 1 upon the payment of an aggregate additional purchase price of $200,000.

In addition and as also described in Item 3 above, on March 13, 1991, the purchase price for the Common Stock and Class B Warrants was adjusted based upon the final NTAV of CVI as set forth in the Adjustment Statement. The adjustment to the purchase price based upon a final NTAV of $.95 per share resulted in the issuance by the Company to the Partnerships, in accordance with their respective interests, of an aggregate additional 130,548 shares of Common Stock and 13,055 Class B Warrants."

(ii) Delete in its entirety the response "Not Applicable" to Item 4(g) appearing on the bottom of page 21 of Original Statement and insert in lieu thereof the following:

"A true copy of an Agreement, dated February 14, 1991 (the "Omnia Agreement"), between the Company and Omnia is incorporated by reference as Exhibit 16 hereto and is incorporated herein by reference. Any description set forth in the Schedule 13D of the terms and conditions of the Omnia Agreement is qualified in its entirety by such reference.

Omnia is a Panamanian corporation which is a limited partner of Brandon No. 1 and Channel. Walton Imrie ("Imrie") is the controlling person of Omnia and a business associate of Sacks and Schlosberg. Except as described below, to the knowledge of the members of the Group, neither Omnia nor Imrie has any direct or indirect beneficial interest in shares of Common Stock of the Company. Omnia's interest in the securities of the Company consists solely of the limited partnership interest it holds in Brandon No. 1 and Channel, each of which owns directly shares of Common Stock and Class B Warrants. Imrie's interest in the securities of the Company consists solely of 75,000 shares of Common Stock which he acquired as one of the Designees under the Purchase Agreement.

The Omnia Agreement provides, among other things, that without the prior consent of Omnia and so long as Omnia is a limited partner of Brandon No. 1 and Channel, the Company cannot, among other things, (i) sell or acquire assets constituting the whole or greater part of its assets, (ii) materially change the nature of its business, (iii) merge,

consolidate or dissolve, (iv) issue a material number of shares of its capital stock, except in the ordinary course of business or as contemplated by the Purchase Agreement or (v) amend its Certificate of Incorporation or By-laws with respect to any material matter. The provisions of the Omnia Agreement which require the prior consent of Omnia to certain significant corporate actions may operate to prevent or impede an acquisition of control of the Company."

Item 5. Interest in Securities of Issuer.

Item 5 is hereby amended as follows:

(i) Delete Item 5 in its entirety and insert in lieu thereof the following (including the Footnotes set forth below):

(a) "As of the date hereof, the aggregate number and percentage of Common Stock beneficially owned by the Group is 7,339,7372(2) shares of Common Stock or 89.3% of 8,218,472(3) shares of Common Stock issued and outstanding or deemed issued

(2) Includes (i) 633,158 shares or 7.7% of the Common Stock, issuable upon exercise of all of the Class B Warrants held by the Partnerships, (ii) 187,500 shares or 2.3% of Common Stock issuable upon the exercise of the options granted to Sacks pursuant to the Sacks Agreement, and (iii) 187,500 shares or 2.3% of the Common Stock issuable upon the exercise of the options granted to Schlosberg pursuant to the Schlosberg Agreement. N.B. All percentages stated in this Item 5 assume exercise of all of the rights to purchase Common Stock described in this Footnote 2.
(3) The total shares are comprised of the 7,210,314 shares of Common Stock issued and outstanding plus the total number of shares issuable to members of the Group pursuant to the rights to purchase shares described in the Footnote 2.

and outstanding for purposes of calculating the percentage of ownership. As of the date hereof, Channel, Brandon No. 1 and Brandon No. 2 directly beneficially own l,387,544(4) shares or 18.9% of the Common Stock, 1,177,193(5) shares or 16.1% of the Common Stock, and 4,400,000(6) shares or 57.8% of the Common Stock, respectively.

As of the date hereof, Schlosberg beneficially owns an aggregate of 7,152,237(7) shares or 89.1% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares or 2.3% of the Common Stock, relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Schlosberg Agreement, (ii) 1,387,544(8) shares or 18.9% of the Common Stock, relating to shares owned indirectly by virtue of his position as the sole general partner of Channel, (iii) 1,177,193(9) shares or 16.1% of the

(4) Includes 126,140 shares or 1.5% of the Common Stock issuable upon the exercise of the Class B Warrants held by Channel.
(5) Includes 107,018 shares or 1.3% of the Common Stock issuable upon the exercise of Class B Warrants held by Brandon No. 1.
(6) Includes 400,000 shares or 4.9% of the Common Stock issuable upon the exercise of Class B Warrants held by Brandon No. 2.
(7) See Footnotes 4, 5 and 6. Also includes 187,500 shares or 2.3% of the Common Stock issuable upon the exercise of the options granted pursuant to the Schlosberg Agreement.
(8) See Footnote 4.
(9) See Footnote 4.

Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1 and as the controlling person of Brandon Securities, another general partner of Brandon No. 1, and (iv) 4,400,000(10) shares or 57.8% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2 and as the controlling person of Brandon Securities, another general partner of Brandon No. 2.

As of the date hereof, Sacks beneficially owns an aggregate of 5,764,693(11) shares or 72.9% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares or 2.3% of the Common Stock, relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Sacks Agreement; (ii) 1,177,193(12) shares or 16.1% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1, and (iii) 4,400,000(13) shares or 57.8% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2.

(10) See Footnote 6.
(11) See Footnotes 5 and 6. Also, includes 187,500 shares or 2.3% of Common Stock issuable upon the exercise of the options granted to Sacks pursuant to the Sacks Agreement.
(12) See Footnote 5.
(13) See Footnote 6.

As of the date hereof, Brandon Securities indirectly beneficially owns 5,577,193(14) shares or 72.3% of the Common Stock, relating to shares owned indirectly by virtue of its position as one of the general partners of Brandon No. 1 and Brandon No. 2.

As of the date hereof, none of Channel Management or its controlling person, executive officers, or directors own beneficially, whether directly or indirectly, any shares of Common Stock.

Each of the members of the Group disclaims beneficial ownership of the Common Stock held on behalf of the other reporting persons other than, in the case of Sacks, the Common Stock and Class B Warrants held by Brandon No. 1 and Brandon No. 2, in the case of Schlosberg, the Common Stock and Class B Warrants held by Channel, Brandon No. 1 and Brandon No. 2, and, in the case of Brandon Securities, the Common Stock and Class B Warrants held by Brandon No. 1 and Brandon No. 2.

(b) Channel has the sole power to vote and dispose of 1,387,544 shares or 18.9% of the Common Stock that is directly beneficially owned by it. Brandon No. 1 has sole power to vote and dispose of 1,177,193 shares or 16.1% of the Common Stock that is directly beneficially owned by it. Brandon No. 2 has sole power to vote and dispose of 4,400,000 shares or 57.8% of the Common Stock that is directly beneficially owned by it. Schlosberg may be deemed (i) to have

(14) See Footnotes 5 and 6.

sole power to vote and dispose of 187,500 shares or 2.3% of the Common Stock that is directly beneficially owned by him, (ii) to have sole power to vote and dispose of all of the 1,387,544 shares or 18.9% of the Common Stock that is directly beneficially owned by Channel, by virtue of his position as the general partner of Channel, (iii) to have shared power to vote and dispose of all of the 1,177,193 shares or 16.1% of the Common Stock that is directly beneficially owned by Brandon No. 1, by virtue of his position as one of the general partners of Brandon No. 1 and as a controlling person of Brandon Securities, another general partner of Brandon No. 1, and (iv) to have shared power to vote and dispose of all of the 4,000,000 shares or 57.8% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of his position as one of the general partners of Brandon No. 2 and the controlling person of Brandon Securities, another general partner of Brandon No. 2. Sacks may be deemed (i) to have sole power to vote and dispose of 187,500 shares or 2.3% of the Common Stock that is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 1,177,193 shares or 16.1% of the Common Stock that is directly beneficially owned by Brandon No.1, by the virtue of his position as one of the general partners of Brandon No. 1 and (iii) to have and shared power to vote and dispose of all of the 4,400,000 shares or 57.8% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of his position as one of the general partners of Brandon No. 2. Brandon

Securities may be deemed (i) to have shared power to vote and dispose of all of the 1,177,193 shares or 16.1% of the Common Stock that is directly beneficially owned by Brandon No. 1, by virtue of its position as one of the general partners of Brandon No. 1 and (ii) to have shared power to vote and dispose of all of the 4,400,000 shares or 57.8% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of its position as one of the general partners of Brandon No. 2. None of Channel Management or its controlling person, executive officers or directors has sole or shared power to vote or direct the vote or dispose or direct the disposition of any shares of Common Stock.

(c) See Item 3 for a description of the purchase of shares of Common Stock and Class B Warrants by the Partnerships, including those shares of Common Stock and Class B Warrants delivered to Channel and Brandon No. 1 after being released from escrow. In addition, see Items 3 and 4(a) for a description of the purchase price adjustment which resulted in an increase in the number of shares of Common Stock and Class B Warrants received by the Partnerships pursuant to the Purchase Agreement."

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

Item 6 is hereby amended as follows:

(i) Insert immediately after the end of the carry-over paragraph on the top of page 34 of the Original Statement the following:

"As previously described in Item 4(g), the Company and Omnia have entered into the Omnia Agreement, which, among other things, provides that the Company, without the prior consent of Omnia, cannot, among other things, (i) sell or acquire assets consisting the whole or greater part of its

assets, (ii) materially change the nature of its business, (iii) merge, consolidate or dissolve, (iv) issue a material number of shares of its capital stock other than in the ordinary course of business or as contemplated by the Purchase Agreement or (v) amend its Certificate of Incorporation or By-laws with respect to any material matter."

Item 7. Materials to be Filed as Exhibits.

Item 7 is hereby amended as follows:

(i) insert the following after number "14" thereof:

"15. Letter, dated March 13, 1991, from Thomas P. Mikrut of C&L to the parties to the Purchase Agreement with attached Adjustment Statement prepared by C&L.

16. Omnia Agreement, dated February 14, 1991, between the Company and Omnia."

SIGNATURES

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

Date: March 29, 1991

BRANDON SECURITIES LIMITED

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: Director

By: /s/ RODNEY CYRIL SACKS
Rodney Cyril Sacks,
Individually

/s/ HILTON HILLER SCHLOSBERG*
Hilton Hiller Schlosberg,
Individually

BRANDON LIMITED PARTNERSHIP NO. 1

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

BRANDON LIMITED PARTNERSHIP NO. 2

By: /s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

CHANNEL LIMITED PARTNERSHIP
By: /s/ HILTON HILLER SCHLOSBERG*
Name: Hilton Hiller Schlosberg
Title: General Partner

***By:** /s/ RODNEY CYRIL SACKS
Rodney Cyril Sacks
Attorney-in-fact

INDEX OF EXHIBITS

Exhibit No.	Description	Page of this Schedule
15	Adjustment Statements, dated March 13, 1991, prepared by C&L referred to in Items 3 and 4(a) hereof	Incorporated by reference to Exhibit 2 of the Company's Current Report on Form 8-K dated March 13, 1991
16	Omnia Agreement, dated February 14, 1991, between the Company and Omnia, referred to in Items 4(g) and 6 hereof	Incorporated by reference to Exhibit 10(k) of the Company's annual report on Form 10-K for the year ended December 31, 1990

Amendment No. 2 to Schedule l3D

Introduction

This Amendment No. 2 ("Amendment No. 2") amends the statement on Schedule 13D dated November 21, 1990 (the "Original Statement") as amended by Amendment No. 1 dated March 29, 1991 ("Amendment No. l") (the Original Statement, Amendment No. 1 and Amendment No. 2 are sometimes hereinafter collectively called the "Schedule 13D"), relating to the common stock, par value $.005 per share ("Common Stock"), of Hansen Natural Corporation (formerly known as Unipac Corporation), a Delaware corporation (the "Company").

The reporting persons named below are hereby jointly filing this Amendment No. 2 because they may be deemed a "group" within the meaning of Rule 13d-5(b)(l) promulgated under the Securities Exchange Act of 1934 by virtue of their affiliated status and/or action in concert with respect to the shares of Common Stock beneficially owned by them. The reporting persons are Brandon Limited Partnership No. 1 ("Brandon No. 1"), Brandon Limited Partnership No. 2 ("Brandon No. 2"), Rodney Cyril Sacks ("Sacks"), Hilton Hiller Schlosberg ("Schlosberg") and Brandon Securities Limited ("Brandon Securities") (Brandon No. 1 and Brandon No. 2 are sometimes hereinafter collectively referred to as the "Partnerships" and the Partnerships, Sacks, Schlosberg and Brandon Securities are sometimes hereinafter collectively referred to as the "Group"), by (1) reflecting on the cover page the change of name of the

Company, (ii) reflecting in Item 1 the change of name of the Company and the change of address of its principal executive offices, (iii) deleting Channel Limited Partnership ("Channel") as a reporting person identified in Item 2, (iv) reflecting in Item 3 the release by Swiss Bank Corporation ("Swiss Bank") of its security interest in certain shares of Common Stock owned by Brandon No. 2, (v) describing in Item 4 the acquisition of an operating business by the Company as contemplated by prior disclosure in Item 4, (vi) amending the aggregate number of shares and percentage of Common Stock beneficially owned by each member of the Group disclosed in Item 5, and (vii) describing in Item 6 the agreement of Sacks and Schlosberg to vote shares of Common Stock controlled by them for the election of certain individuals as members of the Board of Directors of the Company.

Any capitalized term used in this Amendment No. 2 and not otherwise defined herein shall have the meaning ascribed to such term in the Original Statement.

Item 1. Security and Issuer.

(i) Delete Item 1 in its entirety and insert in lieu thereof the following:

"This statement on Schedule l3D relates to the common stock, par value $.005 per share ("Common Stock"), issued by Hansen Natural Corporation (formerly known as Unipac Corporation), a corporation organized under the laws of the State of Delaware (the "Company"), whose principal executive offices are located at 2401 E. Katella Avenue, Suite 650, Anaheim, California 92806."

Item 2. Identity and Background.

Item 2 is hereby amended as fo1lows:

(i) Channel is deleted as a reporting person in paragraphs (a) through (f).

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended as follows:

(i) The following new sentence is added at the end of Item 3:

"On September 9, 1992 Swiss Bank released its security interest in the 4,000,000 shares of Common Stock owned by Brandon No. 2 in connection with the repayment of the loan made by Swiss Bank to a 1imited partner of Brandon No. 2 used to finance the purchase by such limited partner of limited partnership interests in Brandon No. 2.

Item 4. Purpose of Transaction.

Item 4 is hereby amended as follows:

(i) The following new paragraphs are added at the end of Item 4:

"On July 27, 1992, Hansen Beverage Company, a wholly-owned subsidiary of the Company, acquired the natural soda and apple juice business of California CoPackers Corporation ("CoPackers") for a purchase price consisting of the payment or assumption of approximately $12.2 million of CoPackers's liabilities (including accounts payable and accrued expenses incurred in the ordinary course), the issuance of an aggregate 667,667 shares of Common Stock, the grant of options to purchase initially up to an aggregate 1,200,000 shares of Common Stock and a contingent payment of up to an aggregate of

$1.71 million in cash and Common Stock if the acquired business attains certain performance goals.

Except as described in this Item 4, none of the reporting persons has any current plans or proposals which relate to or would result in the occurrence of any of the actions or events specified in clauses (a) through (j) of Item 4 of Schedule 13D."

Item 5. Interest in the Securities of the Issuer.

Item 5 is hereby amended as follows:

(i) Delete Item 5 in its entirety and insert in lieu thereof the following (including the Footnote set forth be1ow):

"(a) As of the date hereof, the aggregate number and percentage of Common Stock beneficially owned by the Group is 5,745, 615(1) shares of Common Stock or 66.8%.

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(1) Includes (i) 187,500 shares of Common Stock issuable to Sacks upon the exercise of the options granted to Sacks pursuant to the Sacks Agreement, (ii) 100,000 shares of Common Stock issuable to Sacks pursuant to options presently exercisable out of options to purchase a total of 200,000 shares granted to Sacks under the Company's Stock Option Plan (the "Hansen Stock Option Plan") pursuant to a Stock Option Agreement dated June 15, 1992 between the Company and Sacks, (iii) 50,220 shares issuable upon exercise of Class B Warrants held by Hazelwood Investments Limited, a company controlled by Sacks and his family ("Hazelwood"), (iv) 100,000 shares of Common Stock issuable to Schlosberg pursuant to options presently exercisable out of options to purchase a total of 150,000 shares granted to Schlosberg under the Hansen Stock Option Plan pursuant to a Stock Option Agreement dated June 15, 1992 between the Company and Schlosberg, (v) 187,500 shares of the Common Stock issuable to Schlosberg upon the exercise of the options granted to Schlosberg pursuant to the Schlosberg Agreement and (vi) 50,220 shares issuable upon exercise of Class B Warrants held by Brandon Securities.

As of the date hereof, Brandon No. 1 and Brandon No. 2 directly beneficially owns 1,070,175 shares or 13.5% of the Common Stock and 4,000,000 shares or 50.4% of the Common Stock, respectively.

On July 31, 1992 Channel, which together with Brandon No. 1 and Brandon No. 2 was part of the investor group which purchased shares of Common Stock and warrants to purchase Common Stock in November 1990, distributed the shares of Common Stock and Callable Common Stock Purchase Warrants, Class B (the "Class B Warrants") held by it to its limited partners and thereupon ceased to beneficially own 5% or more of the voting securities of the Company. On November 19, 1992 Brandon No. 1 distributed Class B Warrants held by it to its limited partners. On December 29, 1992 Brandon No. 2 distributed Class B Warrants held by it to its limited partners.

As of the date hereof, Schlosberg beneficially owns an aggregate of 5,407,895 shares or 65.4% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares of the Common Stock, relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Schlosberg Agreement, (ii) 100,000 shares or 1.2% of the Common Stock, relating to the currently exercisable portion of the options to purchase 150,000 shares of Common Stock granted to Schlosberg under the Hansen Stock Option Plan, (iii) 1,070,175 shares or 13.5% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1 and as the controlling

person of Brandon Securities, another general partner of Brandon No. 1, (iv) 4,000,000 shares or 50.4% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2 and as the controlling person of Brandon Securities, another general partner of Brandon No. 2 and (v) 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Brandon Securities.

As of the date hereof, Sacks beneficially owns an aggregate of 5,407,895 shares or 65.4% of the Common Stock. The nature of his beneficial ownership is as follows: (i) 187,500 shares or 2.3% of the Common Stock, relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Sacks Agreement, (ii) 100,000 shares or 1.2% of the Common Stock, relating to the currently exercisable portion of the options to purchase 200,000 shares of Common Stock granted to Sacks under the Hansen Stock Option Plan, (iii) 1,070,175 shares or 13.5% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1, (iv) 4,000,000 shares or 50.4% of the Common Stock, relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2 and (v) 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Brandon Securities.

As of the date hereof, Brandon Securities beneficially owns 5,120,395 shares or 64.2% of the Common Stock, comprised

of 4,000,000 shares or 50.4% of the Common Stock owned indirectly by virtue of its position as one of the general partners of Brandon No. 1, 1,070,175 shares or 13.5% of the Common Stock owned indirectly by virtue of its position as one of the general partners of Brandon No. 2 and 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Brandon Securities owned directly.

As of the date hereof, none of Channel Management or its controlling person, executive officers, or directors own beneficially, whether directly or indirectly, any shares of Common Stock.

Each of the members of the Group disclaims beneficial ownership of the Common Stock held by the other reporting persons other than, in the case of Sacks, Schlosberg and Brandon Securities, the Common Stock held by Brandon No. 1 and Brandon No. 2.

(b) Brandon No. 1 has sole power to vote and dispose of 1,075,175 shares or 13.5% of the Common Stock that is directly beneficially owned by it.

Brandon No. 2 has sole power to vote and dispose of 4,000,000 shares or 50.4% of the Common Stock that is directly beneficially owned by it.

Schlosberg may be deemed (i) to have sole power to vote and dispose of 287,500 shares or 3.5% of the Common Stock that is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 1,070,175 shares or 13.5% of the Common Stock that is directly beneficially owned

by Brandon No. 1, by virtue of his position as one of the genera1 partners of Brandon No. 1 and as a controlling person of Brandon Securities, another general partner of Brandon No. 1, (iii) to have shared power to vote and dispose of all of the 4,000,000 shares or 50.4% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of his position as one of the general partners of Brandon No. 2 and the controlling person of Brandon Securities, another general partner of Brandon No. 2 and (iv) to have sole power to vote and dispose of all of the 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Brandon Securities that are directly beneficially held by Brandon Securities by virtue of his position as the controlling person of Brandon Securities.

Sacks may be deemed (i) to have sole power to vote and dispose of 287,500 shares or 3.5% of the Common Stock that is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 1,070,175 shares or 13.5% of the Common Stock that is directly beneficially owned by Brandon No. 1, by virtue of his position as one of the general partners of Brandon No. 1, (iii) to have shared power to vote and dispose of all of the 4,000,000 shares or 50.4% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of his position as one of the general partners of Brandon No. 2 and (iv) to have sole power to vote and dispose of all of the 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Hazelwood

that are directly beneficially held by Hazelwood by virtue of his position as the controlling person of Hazelwood.

Brandon Securities may be deemed (i) to have shared power to vote and dispose of all of the 1,070,175 shares or 13.5% of the Common Stock that is directly beneficially owned by Brandon No. 1, by virtue of its position as one of the general partners of Brandon No. 1, (ii) to have shared power to vote and dispose of all of the 4,000,000 shares or 50.4% of the Common Stock that is directly beneficially owned by Brandon No. 2, by virtue of its position as one of the general partners of Brandon No. 2 and (iii) to have sole power to vote and dispose of all the 50,220 shares or 0.6% of the Common Stock issuable upon exercise of Class B Warrants held by Brandon Securities by virtue of his position as the controlling person of Brandon Securities.

None of Channel Management or its controlling person, executive officers or directors has sole or shared power to vote or direct the vote or dispose or direct the disposition of any shares of Common Stock."

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

Item 6 is hereby amended as follows:

(i) Insert at the end of text of Item 6 the following:

"In connection with the acquisition of the natural soda and apple juice business of CoPackers, the Company agreed to nominate and solicit proxies for the election of one of either

Raimana Martin or Charles Martin, or their permitted nominee, plus Marcus Bender (collectively, the "Nominees") to the Company's Board of Directors under certain circumstances. In connection therewith, Sacks and Schlosberg entered into a voting agreement dated July 27, 1993 (the "Voting Agreement") to elect the Nominees to the Company's Board. The Voting Agreement is filed as Exhibit 17 hereto and is incorporated herein by reference. The foregoing description of the Voting Agreement is qualified in its entirety by reference to Exhibit 17."

Item 7. Materials to be filed as Exhibits.

Item 7 is hereby amended as follows:

(i) Insert at the end following Exhibit 16 the following:

"17. Voting Agreement dated July 27, 1992 among Sacks, Schlosberg, Raimana Martin, Charles Martin and Marcus Bender."

SIGNATURES

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

Date: June 11, 1993

BRANDON SECURITIES LIMITED

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: Director

BRANDON LIMITED PARTNERSHIP NO. 1

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

/s/ RODNEY CYRIL SACKS
Rodney Cyril Sacks,
Individually

BRANDON LIMITED PARTNERSHIP NO. 2

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

CHANNEL LIMITED PARTNERSHIP

/s/ HILTON HILLER SCHLOSBERG
Hilton Hiller Schlosberg,
Individually

/s/ HILTON HILLER SCHLOSBERG
Name: Hilton Hiller Schlosberg
Title: General Partner

INDEX OF EXHIBITS

Exhibit No.	Description	Page of this Schedule
17	Voting Agreement dated July 27, 1992 among Sacks, Schlosberg, Raimana Martin, Charles Martin and Marcus Bender	Incorporated by reference to Exhibit 6 to the Company's Current Report on Form 8-K dated July 27, 1992

Amendment No. 3 to Schedule 13D

Introduction

This Amendment No. 3 ("Amendment No. 3") amends the statement on Schedule 13 D dated November 21, 1990 (the "Original Statement") as amended by Amendment No. 1 dated March 29, 1991 ("Amendment No. 1") and as further amended by Amendment No. 2 dated June 11, 1993 ("Amendment No. 2") (the Original Statement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are sometimes hereinafter collectively called the "Schedule 13D"), relating to the common stock, par value $.005 per share ("Common Stock"), of Hansen Natural Corporation, a Delaware corporation (the "Company").

The reporting persons named below are hereby jointly filing this Amendment No. 3 because they may be deemed a "group" within the meaning of Rule 13D-5(b) (1) promulgated under the Securities Exchange Act of 1934 by virtue of their affiliated status and/or action in concert with respect to the shares of Common Stock beneficially owned by them. The reporting persons are Brandon Limited Partnership No. 1 ("Brandon No. 1"), Brandon Limited Partnership No. 2 ("Brandon No. 2"), Brandon Limited Partnership No. 2 ("Brandon No. 2"), Rodney Cyril Sacks ("Sacks"), Hilton Hiller Schlosberg ("Schlosberg") and Brandon Securities Limited ("Brandon Securities") (Brandon No. 1 and Brandon No. 2 are sometimes hereinafter collectively referred to as the ("Partnerships" and the Partnerships, Sacks, Schlosberg

and Brandon Securities are sometimes hereinafter collectively referred to as the "Group"). This Amendment No. 3 amends the Schedule 13D by (i) amending the aggregate number of shares and percentage of Common Stock beneficially owned by each member of the Group disclosed in Item 5 an d(ii) describing in Item 6 certain amendments to the respective limited partnership agreements of Brandon No. 1 and Brandon No. 2.

Any capitalized term used in this Amendment No. 3 and not otherwise defined herein shall have the meaning ascribed to such term in the Original Statement.

Item 5. Interest in the Securities of the Issuer.

Item 5 is hereby amended as follows:

(i) Delete Item 5 in its entirety and insert in lieu thereof the following (including the Footnote set forth below):

"(a) As of the date hereof, the aggregate number and percentage of shares of Common Stock beneficially owned by

the Group is 5,613,5082(1) shares of Common Stock or 57.3% of the Common Stock.

As of the date hereof, Brandon No. 1. and Brandon No. 2 directly beneficially owns 951,508 shares or 10.4% of the Common Stock and 3,987,000 shares or 43.7% of the Common Stock, respectively.

On July 31, l992, Channel, which together with Brandon No. 1 and Brandon No. 2 was part of the investor group which purchased shares of Common Stock and warrants to purchase Common Stock in November 1990, distributed the shares of Common Stock and Callable Common Stock Purchase Warrants, Class B (the "Class B Warrants") held by it to its limited partners and thereupon ceased to beneficia1ly own 5% or more of the voting securities of the Company. On November 19, 1992, Brandon No. 1 distributed Class B Warrants held by it to its limited partners. On December 29, 1992, Brandon No. 2 distributed Class B Warrants held by it to its limited partners. On April 26, 1994, Brandon No. 1 distributed an aggregate of 18,951 shares of Common Stock to two

(2) Includes (i) 187,500 shares of Common Stock issuable to Sacs upon the exercise of the options granted to Sacks pursuant to the Sacks Agreement, (ii) 150,000 shares of Common Stock issuable to Sacks pursuant to options presently exercisable out of options to purchase a total of 200,000 shares granted to Sacks under the Company's Stock Option Plan (the "Hansen Stock Option Plan") pursuant to a Stock Option Agreement dated June 15, 1992 between the Company and Sacks, (iii) 150,000 shares of Common Stock issuable to Schlosberg pursuant to options presently exercisable granted to Schlosberg under the Hansen Stock Option Plan pursuant to a Stock Option Agreement dated June 15, 1992 between the Company and Schlosberg, and (iv) 187,500 shares of the Common Stock issuable to Schlosberg upon the exercise of the options granted to Schlosberg pursuant to the Schlosberg Agreement.

of its limited partners. On May 23, 1994**,** Brandon No. 1 distributed 34,768 shares of Common Stock to four of its limited partners. On August 3, 1994, Brandon No. 2 distributed 13,000 shares of Common stock to one of its limited partners in accordance with its request as permitted under the Brandon No. 2 Partnership Agreement.

As of the date hereof, Schlosberg beneficially owns an aggregate of 5,276,008 shares or 55.8% of the Common Stock.. The nature of his beneficial ownership is as follows: (1) 187,500 shares of the Common Stock relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Schlosberg Agreement, (ii) 150,000 shares relating to the currently exercisable options to purchase Common Stock granted to Schlosberg under the Hansen Stock Option Plan, (iii) 951,508 shares of the Common Stock relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1 and as the controlling person of Brandon Securities, another general partner of Brandon No. 1 and (iv) 3,987,000 shares of

the Common Stock relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2 and as the controlling person of Brandon Securities, another general partner of Brandon No. 2.

As of the date hereof, Sacks beneficially owns an aggregate of 5,276,008 shares or 55.8% of the Common Stock. The nature of his beneficial ownership is as follows: (1) 187,500

shares of the Common Stock relating to shares to be owned directly upon exercise of all of the options granted pursuant to the Sacks Agreement, (ii) 150,000 shares of the Common Stock relating to the currently exercisable portion of the options to purchase 200,000 shares of Common Stock granted to Sacks under the Hansen Stock Option Plan, (iii) 951,508 shares of the Common Stock relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 1 and (iv) 3,987,000 shares of the Common Stock relating to shares owned indirectly by virtue of his position as one of the general partners of Brandon No. 2.

As of the date hereof, Brandon Securities baneficia1ly owns 4,938,508 shares or 54.2% of the Common Stock, comprised of 3,987,000 shares of the Common Stock owned indirectly by virtue of its position as one of the general partners of Brandon No. 1 and 951,508 shares of the Common Stock owned indirectly by virtue of its position as one of the general partners of Brandon No. 2.

As of the date hereof, none of Channel Management or its controlling person, executive officers, or directors own beneficially, whether directly or indirectly, any shares of Common Stock.

Each of the members of the Group disclaims beneficial ownership of the Common Stock held by the other reporting persons other than**,** in the case of Sacks**,** Schlosberg and Brandon

Securities, the Common Stock held by Brandon No. 1 and Brandon No. 2.

(b) Brandon No. 1 has sole power to vote and dispose of 95l,508 shares or 10.4% of the Common Stock that is directly beneficially owned by it.

Brandon No. 2 has sole power to vote and dispose of 3,987,000 shares or 43.7% of the Common Stock that is directly beneficially owned by it.

Schlosberg may be deemed (1) to have sole power to vote and dispose of 337,500 shares or 3.6% of the Common Stock that is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 951,508 shares or 10.4% of the Common Stock that is directly beneficially owned by Brandon No. I by virtue of his position as one of the general partners of Brandon No. 1 and as a controlling person of Brandon Securities, another general partner of Brandon No. 1 and (iii) to have shared power to vote and dispose of all of the 3,987,000 shares of 43.7% of the Common Stock that is directly beneficially owned by Brandon No. 2 by virtue of his position as one of the general partners of Brandon No. 2 and the controlling person of Brandon Securities, another general partner of Brandon No. 2.

Sacks may be deemed (i) to have sole power to vote and dispose of 337,500 shares or 3.6% of the Common Stock that is directly beneficially owned by him, (ii) to have shared power to vote and dispose of all of the 951,508 shares or 10.4% of the

Common Stock that is directly beneficially owned by Brandon No. 1 by virtue of his position as one of the general partners of Brandon No. 1 and (iii) to have shared power to vote and dispose of all of the 3,987,000 shares or 43.7% of the Common Stock that is directly beneficially owned by Brandon No. 2 by virtue of his position as one of the general partners of Brandon No. 2.

Brandon Securities may be deemed (i) to have shared power to vote and dispose of all of the 951,508 shares or 10.4% of the Common Stock that is directly beneficially owned by Brandon No. 1 by virtue of its position as one of the general partners of Brandon No. 1 and (ii) to have shared power to vote and dispose of all of the 3,987,000 shares or 43.7% of the Common Stock that is directly beneficially owned by Brandon No. 2 by virtue of its position as one of the general partners of Brandon No. 2.

None of Channel Management or its controlling person, executive officers or directors has sole or shared power to vote or direct the vote or dispose or direct the disposition of any shares of Common Stock..”

Item 6. Contracts, Arrangement, Understandings or Relationships to the Securities of the Issuer.

Item 6 is hereby amended as follows:

(i) Insert at the end of text of Item 6 the following:

“The Brandon No. 1 Partnership Agreement was amended pursuant to two amendments each made as of December 31, 1993 (collectively, the “Brandon No. 1 Amendment”) to, among other

things, extend the term of Brandon No. 1 until January 1, 1996 unless sooner terminated upon the vote of a Majority of Interest of the Limited Partners (as such terms are defined in the Brandon No. 1 Partnership Agreement), upon not less than sixty days written notice, and to provide that commencing on or after January 1, 1994, upon not less than 60 days written notice, any Limited Partner may withdraw arid receive a distribution of the assets of the partnership equivalent to the amount to which it would be entitled upon liquidation of the partnership in full satisfaction of such Limited Partner's interest in the partnership and right, if any, to claim repayment of its Capital Contribution (as such term is defined in the Brandon No. 1 Partnership Agreement).

The Brandon No. 2 Partnership Agreement was amended pursuant to an amendment made as of December 3, 1993 (the "Brandon No. 2 Amendment") to, among other things, extend the term of Brandon No. 2 until January 1, 1996 unless sooner terminated by any Limited Partner (as such term is defined in the Brandon No. 2 Partnership Agreement),upon not less than sixty days written notice, and to provide that commencing on or after January 1, 1994, upon not less than 60 days written notice, any Limited Partner may withdraw and receive a distribution of the assets of the partnership equivalent to the amount to which it would be entitled upon liquidation of the partnership in full satisfaction of such Limited Partner's interest in the

partnership and right, if any, to claim repayment of its Capital Contribution (as such term is defined in the Brandon No. 2 Partnership Agreement).

True copies of the Brandon No. 1 Amendment and the Brandon No. 2 Amendment are attached hereto as Exhibits 18, 19 and 20, respectively, and are incorporated herein by reference. Any description set forth herein of the terms and conditions of the Brandon No. 1 Amendment and the Brandon No. 2 Amendment is qualified in its entirety by such reference."

Item 7. Materials to be filed as Exhibits.

(i) Insert at the end following Exhibit 17 the following:

"18. Amendment to Agreement of Limited Partnership of Brandon No. 1.

19. Amendment to Agreement of Limited Partnership of Brandon No. 1.

20. Amendment to Agreement of Limited Partnership of Brandon No. 2."

SIGNATURES

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

Date: August 26, 1994

BRANDON SECURITIES LIMITED

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: Director
Name: Hilton Hiller Schlosberg
Title: Director

BRANDON LIMITED PARTNERSHIP NO. 1

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

BRANDON LIMITED PARTNERSHIP NO. 2

/s/ RODNEY CYRIL SACKS
Name: Rodney Cyril Sacks
Title: General Partner

/s/ RODNEY CYRIL SACKS
Rodney Cyril Sacks,
Individually

/s/ HILTON HILLER SCHLOSBERG
Hilton Hiller Schlosberg,
Individually

INDEX OF EXHIBITS

Exhibit No.	Description	Page of this Schedule

18	Amendment to Agreement of Limited Partnership of Brandon No. 1	18
19	Amendment to Agreement of Limited Partnership of Brandon No. 1	36
20	Amendment to Agreement of Limited Partnership of Brandon No. 2	39

EXHIBIT 99.25

[FORM OF STOCK OPTION AGREEMENT]

This Stock Option Agreement ("Agreement") is made as of , by and between Hansen Natural Corporation, a Delaware corporation (the "Company"), and ("Holder").

Preliminary Recitals

A. Holder is an employee of the Company or one of its subsidiaries or affiliates.

B. Pursuant to the (the "Plan"), the Company desires to grant Holder an incentive stock option to purchase shares of the Company's common stock, par value $.005 per share (the "Common Stock"), subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth below.

NOW, THEREFORE, the Company and Holder agree as follows:

1. Grant of Incentive Stock Option. The Company hereby grants to Holder, subject to the terms and conditions set forth herein, the incentive stock option ("ISO") to purchase up to shares of Common Stock, at the purchase price of $ per share, such ISO to be exercisable and exercised as hereinafter provided.

2. Exercise Period. The ISO shall expire three months after the termination of the Holder's employment with the Company and its subsidiaries and affiliates (the "Hansen Group") unless the employment is terminated by a member of the Hansen Group for Cause (as defined below) or unless the employment is terminated by reason of the death or Total Disability (as defined below) of Holder. If the Holder's employment is terminated by a member of the Hansen Group for Cause, the ISO shall expire as of the date employment terminates. If the Holder's employment terminates due to his death or Total Disability, then the ISO may be exercised by Holder or the person or persons to which Holder's rights under this Agreement pass by will, or if no such person has such right, by his executors or administrators, within six months after the date of death or Total Disability, but no later than the expiration date specified in Section 3(d) below. "Cause" means the Holder's act of fraud or dishonesty, knowing and material failure to comply with applicable laws or regulations, drug or alcohol abuse, as determined by the Committee of the Plan (the "Committee"). "Total Disability" means the complete and permanent inability of Holder to perform all of his duties of employment with the Company, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.

3. Exercise of Option

(a) Subject to the other terms of this Agreement regarding the exercisability of the ISO, the ISO may only be exercised in respect of the number of shares listed in column A from and after the exercise dates listed in column B:

Column "A" **Number of Shares**	**Column "B"** **Exercise Date**

(b) This ISO may be exercised, to the extent exercisable by its terms, from time to time in whole or in part at any time prior to the expiration thereof. Any exercise shall be accompanied by a written notice to the Company specifying the number of shares as to which this ISO is being exercised (the "Option Shares"). Notations of any partial exercise or installment exercise, shall be made by the Company on Schedule A hereto.

(c) Notwithstanding the above, this ISO shall be fully exercisable in the event Holder's employment with the Hansen Group is terminated by Holder for "Good Reason" (as defined below), or a member of the Hansen Group terminates his employment without "Cause" (as defined above). "Good Reason" means the Holder's termination of employment with the Hansen Group on or after a reduction in his compensation or benefits, his removal as the , or his being assigned duties or responsibilities that are inconsistent with the dignity, importance or scope of his position with the Company.

(d) Notwithstanding anything else herein to the contrary, this ISO shall expire ten years from the date indicated above.

(e) The Holder hereby agrees to notify the Company in writing in the event shares acquired pursuant to the exercise of this ISO are transferred, other than by will or by the laws of descent and distribution, within two years after the date indicated above or within one year after the issuance of such shares pursuant to such exercise.

4. Payment of Purchase Price Upon Exercise. At the time of any exercise of the ISO the purchase price of the ISO shall be paid in full to the Company in either of the following ways or in any combination of the following ways:

(a) By check or other immediately available funds.

(b) With property consisting of shares of Common Stock. (The shares of Common Stock to be used as payment shall be valued as of the date of exercise of the ISO at the Closing Price as defined below. For example, if Holder exercises the option for 4,000 shares at a total Exercise Price of $7,000, assuming exercise price of $1.75 per share, and the Closing Price is $5.00, he may pay for the 4,000 Option Shares by transferring 1,400 shares of Common Stock to the Company.)

(c) For purposes of this Agreement, the term "Closing Price" means, with respect to the Company's Common Stock, the last sale price regular-way or, in case no such sale takes place on such date, the average of the closing bid and asked prices regular-way on the principal national securities exchange on which the securities are listed or admitted to trading; or, if they are not listed or admitted to trading on any national securities exchange, the last sale price of the securities on the consolidated transaction reporting system of the National Association of Securities Dealers ("NASD"), if such last sale information is reported on such system or, if not so reported, the average of the closing bid and asked prices of the securities on the National Association of Securities Dealers Automatic Quotation System ("NASDAQ") or any comparable system or, if the securities are not listed on NASDAQ or a comparable

system, the average of the closing bid and asked prices as furnished by two members of the NASD selected from time to time by the Company for that purpose.

5. Purchase for Investment: Resale Restrictions. Unless at the time of exercise of the ISO there shall be a valid and effective registration statement under the Securities Act of 1933 ("33 Act") and appropriate qualification and registration under applicable state securities laws relating to the Option Shares being acquired, Holder shall upon exercise of the ISO give a representation that he is acquiring such shares for his own account for investment and not with a view to, or for sale in connection with, the resale or distribution of any such shares. In the absence of such registration statement, Holder shall execute a written affirmation, in a form reasonably satisfactory to the Company, of such investment intent. Holder further agrees that he will not sell or transfer any Option Shares until he requests and receives an opinion of the Company's counsel or other counsel reasonably satisfactory to the Company to the effect that such proposed sale or transfer will not result in a violation of the '33 Act, or a registration statement covering the sale or transfer of the shares has been declared effective by the Securities and Exchange Commission, or he obtains a no-action letter from the Securities and Exchange Commission with respect to the proposed transfer.

6. Nontransferability. This ISO shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of Holder, this ISO shall be exercisable only by Holder.

7. Adjustments.

(a) If the Company hereafter (i) declares a distribution on its shares in shares, (ii) splits its outstanding shares, (iii) combines its outstanding shares into a smaller number of securities or (iv) issues any shares or other securities by reclassification of its shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing entity), the purchase price in effect at the time of the record date for such distribution or the effective date of such subdivision, combination or reclassification shall be adjusted so that it shall equal the price determined by multiplying the purchase price by a fraction, the denominator of which shall be the number of shares outstanding immediately after giving effect to such action, and the numerator of which shall be the number of shares outstanding immediately prior to such action. Whenever the purchase price payable upon exercise of the ISO is adjusted pursuant to the preceding sentence above, the number of shares purchasable upon exercise of the ISO shall simultaneously be adjusted by multiplying the number of shares issuable upon exercise of the ISO immediately prior to the event which causes the adjustment by the purchase price in effect immediately prior to the event which causes the adjustment and dividing the product so obtained by the purchase price, as adjusted. Such adjustments shall be made successively whenever any event listed above shall occur.

(b) If, at any time, as a result of an adjustment made pursuant to paragraph 7(a) above, the Holder shall become entitled to receive any securities of the Company other than shares, the number of such other securities so receivable upon exercise of the ISO shall thereafter be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the shares contained in paragraph 7(a) above.

(c) If any other event contemplated in Section 10(a) of the Plan occurs, adjustments to the number and kind of shares subject to this ISO and/or to the purchase price for each share subject to this ISO may be made in accordance with Section 10(a) of the Plan.

(d) No adjustments shall be made under this Section 7 that would have the

effect of modifying this ISO under Internal Revenue Code § 422 or 424.

(e) Whenever the purchase price or the number of shares is adjusted, as herein provided, Hansen shall within 10 business days of the event causing such adjustment give a notice setting forth the adjusted purchase price and adjusted number of shares issuable upon exercise of the ISO to be mailed to the Holder.

(f) Notwithstanding anything else herein to the contrary, upon the occurance of a change in control (as defined in (g) below), the option or any portion thereof not theretofore exercisable, shall immediately become exercisable in its entirety and the option (being the option to purchase shares of Common Stock subject to the applicable provisions of the Plan and awarded in accordance with the Plan in terms of section 1 above) may, with the consent of Holder, be purchased by the Company for cash at a price equal to the fair market value (as defined in 7(g) below) less the purchase price payable by Holder to exercise the option as set out in Article 1 above for one (1) share of Common Stock of the Company multiplied by the number of shares of Common Stock which Holder has the option to purchase in terms of Article I above.

(g) For the purposes of this agreement

(i) "Change in Control" means;

(A) the acquisition of "Beneficial Ownership" by any person (as defined in rule 13(d)- 3 under the Securities Exchange Act 1934), corporation or other entity other than the Company or a wholly owned subsidiary of the Company of 20% or more of the outstanding Stock,

(B) the sale or disposition of substantially all of the assets of the Company, or

(C) the merger of the Company with another corporation in which the Common Stock of the Company is no longer outstanding after such merger.

(ii) "Fair Market Value" means, as of any date, the Closing Price for one share of the Common Stock of the Company on such date.

8. The provisions of Section 5(b) (iii) of the Plan, regarding the execution of a shareholder's agreement as a condition precedent to the Company's obligation to issue shares under the Plan, shall not apply to the ISO or any shares issued pursuant to the ISO.

9. The Company represents and warrants to Holder that (a) there are no options to purchase the Company's Common Stock, containing the same or substantially the same terms as the ISO, which are actively traded on an established market within the meaning of Internal Revenue Code § 83 and the regulations promulgated thereunder; and (b) the shares of the Company's Common Stock issued upon exercise of the ISO, when issued in accordance with the terms hereof, will be duly authorized, validly issued, fully paid and nonassessable. The Company shall reserve and keep reserved out of its authorized shares of Common Stock the number of shares of Common Stock that may be issuable from time to time upon exercise of the ISO.

10. No Rights as Stockholder. Holder shall have no rights as a stockholder with

respect to any shares of Common Stock subject to this ISO prior to the date of issuance to him of a certificate or certificates for such shares.

11. No Right to Continue Employment. This Agreement shall not confer upon Holder any right with respect to continuance of employment with any member of the Hansen Group nor shall it interfere in any way with the right of any such member to terminate his employment at any time.

12. Compliance With Law and Regulation. This Agreement and the obligation of the Company to sell and deliver shares of Common Stock hereunder shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. If at any time the Board of Directors of the Company shall determine that (i) the listing, registration or qualification of the shares of Common Stock subject or related thereto upon any securities exchange or under any state or federal law, or (ii) the consent or approval of any government regulatory body, is necessary or desirable as a condition of or in connection with the issue or purchase of shares of Common Stock hereunder, this ISO may not be exercised in whole or in part unless such listing, registration, qualification, consent, approval or agreement shall have been effected or obtained free of any conditions not acceptable to the Board of Directors. The Company agrees to use its reasonable efforts to obtain any necessary listing, registration, qualification, consent, approval or agreement as expeditiously as possible, and the term of this ISO shall be extended until 30 days following the date such listing, registration, qualification, consent, approval or agreement is effected or obtained. Moreover, this ISO may not be exercised if its exercise or the receipt of shares of Common Stock pursuant thereto would be contrary to applicable law.

13. Tax Withholding Requirements. The Company shall have the right to require Holder to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements prior to the delivery of any certificate or certificates for Common Stock.

14. Fractional Shares. Notwithstanding any other provision of this Agreement, no fractional shares of stock shall be issued upon the exercise of this ISO and the Company shall not be under any obligation to compensate Holder in any way for such fractional shares.

15. Notices. Any notice hereunder to the Company shall be addressed to it at its office at 2380 Railroad Street, Suite 101, Corona, California 91720, Attention: Rodney Sacks with a copy to , and any notice hereunder to Holder shall be addressed to him at , subject to the right of either party to designate at any time hereafter in writing some other address.

16. Amendment. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

17. Governing Law. This Agreement shall be construed according to the laws of the State of Delaware and all provisions hereof shall be administered according to and its validity shall be determined under, the laws of such State, except where preempted by federal laws.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Hansen Natural Corporation has caused this Agreement to be executed by a duly authorized officer and Holder has executed this Agreement both as of the day and year first above written.

HANSEN NATURAL CORPORATION

By: _____

_____

[HOLDER]

UNIPAC CORPORATION

STOCK OPTION PLAN

UNIPAC CORPORATION
STOCK OPTION PLAN

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UNIPAC CORPORATION

STOCK OPTION PLAN

1. Purpose

The purpose of the Unipac Corporation Stock Option Plan is to attract and retain persons of ability as employees of Unipac Corporation, its subsidiaries and affiliates and encourage such employees to continue to exert their best efforts on behalf of the Company, its subsidiaries and affiliates.

2. Definitions

When used herein, the following terms shall have the following meanings:

“Beneficiary” means the beneficiary or beneficiaries designated pursuant to Section 7 to receive the benefit, if any, provided under the Plan upon the death of an Emp1oyee.

“Board” means the Board of Directors of the Company.

“Code” means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. (All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.)

“Committee” means the Committee appointed by the Board pursuant to Section 8.

“Company” means the Unipac Corporation, and its successors and assigns.

“Employee” means an employee of a Participation Company who, in the judgment of the Committee, is responsible for or contributes to the growth or profitability of the business of the Company.

“Exchange” means the New York Stock Exchange, or if the Stock is not listed on the New York Stock Exchange, the principal exchange on which the Stock is listed or the NASDAQ system of the National Association of Securities Dealers.

"Fair Market Value" means, as of any date, the mean between the reported high and low sales prices on the Exchange for one share of Stock on such date, or, if no sales of Stock have taken place on such date, the Fair Market Value of one share of Stock on the most recent date on which selling prices were reported on the Exchange. In the event that the Company's shares are not publicly traded on an Exchange, the Committee shall determine the fair market value for all purposes.

"Option" means an option to purchase Stock subject to the applicable provisions of Section 4 and awarded in accordance with the terms of the Plan and which may be an incentive stock option qualified under Section 422A of the Code or a nonqualified stock option.

"Option Agreement" means the written agreement evidencing each Option or SAR granted to an Employee under the Plan.

"Participating Company" means the Company or any subsidiary of other affiliate of the Company; provided, however, for incentive stock options only, "Participating Company" means the Company or any corporation which at the time such option is granted qualifies as a "subsidiary corporation" of the Company under Section 424(f) of the Code.

"Plan" means the Unipac Corporation Stock Option Plan, as the same may be amended, administered or interpreted from time to time.

"SAR" means a stock appreciation right subject to the appropriate requirements under Section 4 and awarded in accordance with the terms of the Plan.

"Stock" means the common stock of the Company.

"Total Disability" means the complete and permanent inability of an Employee to perform all of his or her duties under the terms of his or her employment with any Participating

Company, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.

3. Shares Subject to the Plan

The aggregate number of shares of Stock which may be awarded under the Plan or subject to purchase by exercising Options is 700,000 shares. Such shares shall be made available either from authorized and unissued shares or shares held by the Company in its treasury. If, for any reason, any shares of Stock subject to purchase or payment by exercising an Option or SAR under the Plan are not delivered or are reacquired by the Company, for reasons including, but not limited to, termination of employment, or expiration or a cancellation with the consent of an Employee of an Option or SAR., such shares of Stock shall again become available for award under the Plan.

4. Grant of Stock Options and Stock Appreciation Rights

(a) Subject to the provisions of the Plan, the Committee shall (i) determine and designate from time to time those Employees to whom Options are to be granted; (ii) determine whether such Option shall be incentive stock options or nonqualified stock options or a combination of incentive stock options and nonqualified stock options; (iii) determine the number of shares of Stock subject to each Option or the number of shares of Stock that shall be used to determine the value of an SAR; (iv) determine the time or times when and the manner in which each Option shall be exercisable and the duration of the exercise period; and (v) determine whether or not all or part of each Option may be cancelled by the exercise of an SAR; provided, however, that (A) no Option shall be granted after the expiration of ten years from the effective date of the Plan and (B) the aggregate Fair Market Value (determined as of the date an Option is

granted) of the Stock for which incentive stock options granted to any Employee under this Plan that may first become exercisable in any calendar year shall not exceed $100,000.

(b) The exercise period for Options and SARs shall be no more than five years from the date of grant.

(c) The Option or SAR exercise price per share shall be determined by the Committee at the time the Option is granted and shall be at least equal to the par value of one share of Stock if the Stock has a par value; provided, however, that the exercise price for an incentive stock option and any tandem SARs shall be not less than the Stock's Fair Market Value at date of grant, or in the case of an incentive stock option and any tandem SARs granted to an Employee who, at the time of grant, owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company, 110 percent of the Fair Market Value on the date of grant, all as determined by the Committee.

(d) No part of any Option or SAR may be exercised by an Employee until such Employee shall have (i) remained in the employ of one or more Participating Companies for such period as the Committee may specify, if any, after the date on which the Option is granted, or (ii) achieved such performance or other criteria, as the Committee may specify, if any, of the Company or any other Participating Company, and the Committee may further require exercisability in installments; provided, however, the period during which an SAR is exercisable shall commence no earlier than six months following the date the SAR is granted.

(e) (i) If the Employee's employment terminates, he or she may exercise his or her Options or SARs to the extent that he or she shall have been entitled to do so at the date of the termination of his or her employment, at any time, or from time to time, within three months

after the date of the termination of his or her employment or within such other period, and subject to such terms and conditions as the Committee may specify, but not later than the expiration date specified in Section 4(b) above.

(ii) If an Employee who has been granted an Option or SAR dies while an Employee of a Participating Company, his or her Options or SARs may be exercised, to the extent that the Employee shall have been entitled to do so on the date of his or her death or such termination of employment, by his or her Beneficiary including, if applicable, his or her executors or administrators, at any time, or from time to time, within six months after the date of the Employee's death or within such other period, and subject to such terms and conditions as the Committee may specify, but no later than the expiration date specified in Section 4 (b) above.

(iii) If the Employee's employment by a Participating Company terminates because of his or her Total Disability, he or she may exercise his or her Options or SARs, to the extent that he or she shall have been entitled to do so at the date of the termination of his or her employment, at any time, or from time to time, within six months after the date of the termination of his or her employment or within such other period, and subject to such terms and conditions as the Committee may specify, but not later than the expiration date specified in Section 4(b) above.

(f) If the Employee's employment terminates for any reason prior to the date all or a portion of the Options become exercisable, such nonexercisable Options shall automatically expire on the date of termination of employment. However, if the Employee's termination of employment is due to the death or Total Disability, the Committee may, in its sole discretion,

pay such Employee or his or her Beneficiary an amount as the Committee determines to be reasonable compensation for the expired Options.

(g) No Option or SAR granted under the Plan shall be transferable other than by will or by the laws of descent and distribution. During the lifetime of the optionee, an Option and SAR shall be exercisable only by him or her.

(h) With respect to an incentive stock option, the Committee shall specify such terms and provisions as the Committee may determine to be necessary or desirable in order to qualify such Option as an incentive stock option within the meaning of Section 422A of the Code.

(i) Each Option granted under the Plan shall be evidenced by a written Option Agreement, in a form approved by the Committee. Such agreement shall be subject to and incorporate the express terms and conditions, if any, required under the Plan or as required by the Committee for the form of Option granted and such other terms and conditions as the Committee may specify. Further, each such Option Agreement shall provide that unless at the time of exercise of the Option there shall be, in the opinion of counsel for the Company, a valid and effective registration statement under the Securities Act of 1933 ("'33 Act") and appropriate qualification and registration, under applicable state securities laws relating to the Stock being acquired pursuant to the Option, the Employee shall upon exercise of the Option give a representation that he or she is acquiring such shares for his or her own account investment and not with a view to, or for sale in connection with, the resale or distribution of any such shares. In the absence of such registration statement, the Employee shall be required to execute a written affirmation, in a form reasonably satisfactory to the Company, of such investment intent and to further agree that he or she will not sell or transfer any Stock acquired pursuant to the Option

until he or she requests and receives an opinion of the Company's counsel to the effect that such proposed sale or transfer will not result in a violation of the '33 Act, or a registration statement covering the sale or transfer of the shares has been declared effective by the Securities and Exchange Commission, or he or she obtains no-action letter from the Securities and Exchange Commission with respect to the proposed transfer.

(j) Except as otherwise provided in the Plan, the purchase price of the shares as to which an Option shall be exercised shall be paid to the Company at the time of exercise either in cash or in stock already owned by the optionee, or a combination of cash and stock, or in such other consideration (including, to the extent permitted by applicable law, the relinquishment of a portion of the Option) as the Committee deems appropriate, having a total fair market value equal to the purchase price. For purposes of this Section 4 (j), the fair market value of the portion of an Option that is relinquished shall be the excess of (i) the Fair Market Value at the time of exercise of the number of shares of Stock subject to the portion of the Option that is relinquished over (ii) the aggregate exercised price specified in the Option with respect to such shares.

(k) Upon exercise of an SAR, the Employee shall be entitled to receive all or a portion of the excess of (i) the Fair Market Value of a specified number of shares of Stock at the time of exercise over (ii) a specified amount which shall not, subject to Section 4(j), be less than the Fair Market Value of such specified number of shares of Stock at the time the SAR is granted. Upon exercise of an SAR payment of such excess shall be made in cash.

(l) If the Option granted to an Emp1oyee allows the Employee to elect to cancel all or any portion of an unexercised Option by exercising a related (tandem) SAR, then the Option price per share of Stock shall be used as the specified price in Section 4(k), to determine the

value of the SAR upon such exercise, and, in the event of the exercise of such SAR, the Company's obligation in respect of such Option or such portion thereof will be discharged by payment of the SAR so exercised.

5. Certificates for Awards of Stock

(a) Each Emp1oyee entitled to receive shares of Stock under the Plan shall be issued a certificate for such shares. Such certificate shall be registered in the name designated by the Employee, and shall bear an appropriate legend reciting the terms, conditions and restrictions, if any, applicable to

such shares and shall be subject to appropriate stop-transfer orders,

(b) Shares of Stock shall be made available under the Plan either from authorized and nonissued shares, or shares held by the Company in its treasury. The Company shall not be required to issue or deliver any certificates for shares of Stock prior to (i) the listing of such shares on any stock exchange on which the Stock may then be listed, (ii) the completion of any registration or qualification of such shares under any federal or state law, or any ruling or regulation or any governmental body, which the Committee shall, in its sole discretion, determine to be necessary or advisable and (iii) the recipient's execution of a shareholders agreement providing such terms and conditions as the Committee may determine in its sole discretion.

(c) All certificates for shares of Stock delivered under the Plan shall also be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed and any applicable federal or state securities laws, and the Committee may cause a legend or legends to be placed on any such certificates to make

appropriate reference to such restrictions. The foregoing provisions of this Section 7(c) shall not be effective if and to the extent that the shares of Stock delivered under the Plan are covered by an effective and current registration statement under the Securities Act of 1933, or if, and so long as, the Committee determines that application of such provisions is no longer required or desirable. In making such determination, the Committee may rely upon an opinion of counsel for the Company.

(d) Each Employee who receives Stock upon exercise of an Option shall have all of the rights of a shareholder with respect to such shares, including the right to vote the shares and receive dividends and other distributions. No Employee awarded an Option shall have any right as a shareholder with respect to any shares subject to such Option prior to the date of issuance to him or her of a certificate or certificates for such shares.

6. Loans

(a) The Committee may provide for supplemental loans to Employees at such time and in such manner as the Committee may determine in connection with the exercise of an Option.

(b) Any such loan shall be evidenced by a written loan agreement or other instrument in such form and shall contain such terms and conditions, including without limitation, provisions for interest, payment schedules, collateral, forgiveness, events of default or acceleration of such loans or parts thereof, as the Committee shall specify, provided, however, that in the case of an incentive stock option, the interest rate set by the Committee under such an arrangement shall be no lower than that required to avoid the imputation of unstated interest

under the Code and the Committee shall specify no such term or condition that would result in such option failing to qualify as an incentive stock option.

7. Beneficiary

(a) Each Employee shall file with the Company a written designation of one or more persons as the Beneficiary who shall be entitled to receive the Option or SAR, if any, awarded under the Plan upon his or her death. An Emp1oyee may from time to time revoke or change his or her Beneficiary designation without the consent of any prior Beneficiary by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to the Employee's death, and in no event shall it be effective as of a date prior to such receipt.

(b) If no such Beneficiary designation is in effect at the time of a Employee's death, or if no designated Beneficiary survives the Employee or if such designation conflicts with law, the Employee's estate shall be entitled to receive the Option and SAR, if any, awarded under the Plan upon his or her death. If the Company is in doubt as to the right of any person to receive such Option or SAR, the Company may retain such Option or SAR, without liability for any income thereon, until the Company determines the rights thereto, or the Company may transfer such Option or SAR into any court of appropriate jurisdiction and such payment shall be a complete discharge of the liability of the Company therefor.

8. Administration of the Plan

(a) The Plan shall be administered by the Compensation Committee of the Board or such other committee as appointed by the Board (the "Committee"). The Committee shall have

at least two members and each member shall be both a member of the Board and a "disinterested person" within the meaning of Rule 16b-3 under the Securities Exchange Act of 1934 or successor rule or regulation. No member of the Committee shall have been granted an Option or SAR under the Plan or have been granted or awarded an option or other right with respect to equity securities of the Company pursuant to any other plan of a Participating Company at any time within the one-year period immediately preceding the member's appointment to the Committee.

(b) All decisions, determinations or actions of the Committee made or taken pursuant to grants of authority under the Plan shall be made or taken in the sole discretion of the Committee and shall be final, conclusive and binding on all persons for all purposes.

(c) The Committee shall have full power, discretion and authority to interpret, construe and administer the Plan and any part thereof, and its interpretations and constructions thereof and actions taken thereunder shall be final, conclusive and binding on all persons for all purposes.

(d) The Committee's decisions and determinations under the Plan need not be uniform and may be made selectively among Employees, whether or not such Employees are similarly situated.

(e) The act of a majority of the members present at a meeting duly called and held shall be the act of the Committee. Any decision or determination reduced to writing and signed by all members of the Committee shall be fully as effective as if made by unanimous vote at a meeting duly called and held.

(f) Notwithstanding anything else herein to the contrary, the Committee shall not be required to direct the Company to grant any Options or SARs under this Plan.

9. Amendment or Discontinuance

The Board may, at any time, amend or terminate the Plan. No amendment shall, without approval by a majority of the Company's stockholders, (i) alter the group of persons eligible to participate in the Plan, (ii) materially increase the benefits provided under the Plan to the extent that stockholder approval would then be required pursuant to Rule 16b-3 under the Securities Exchange Act of 1934 or successor rule or regulation, (iii) increase the maximum number of shares of Stock which are available for awards under the Plan or (iv) extend the period during which Options or SARs may be granted under the Plan beyond the expiration of ten years from the effective date of the Plan. No amendment or termination shall retroactively impair the rights of any person with respect to an Option or SAR.

10. Adjustment in Event of Change in Common Stock

(a) Subject to Section 10(b), if the outstanding shares of Stock at the Company are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to such shares of Stock or other securities, through merger, consolidation, sale of all or substantially all of the property of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other distribution with respect to such shares of Stock or other securities, then, to the extent permitted by the Company, an appropriate and proportionate adjustment shall be made in (i) the maximum number and kind of shares provided in Section 3, (ii) the number and kind of shares or other securities subject to the outstanding

Options and tandem SARs, if any, and (iii) the price for each share or other unit of any other securities subject to outstanding Options without change in the aggregate purchase price or value as to which such Options remain exercisable or subject to restrictions. Any adjustment under this Section 10(a) shall be made by the Company, whose determination as to what adjustments shall be made and the extent thereof will be final, binding and conclusive. No fractional interests will be issued under the Plan resulting from any such adjustment.

(b) Notwithstanding anything else herein to the contrary, the Board, in its sole discretion at the time of grant of an Option or otherwise may, in an Option Agreement or otherwise, provide that, with an Emp1oyee's consent, upon the occurrence of certain events, including a change in control of the Company (as determined by the Board) any outstanding Options not theretofore exercisable, shall immediately become exercisable in their entirety and that any such Option may be purchased by the Company for cash at a price to be determined by the Board.

11. Miscellaneous

(a) Nothing in this Plan or any Option Agreement hereunder shall confer upon any employee any right to continue in the employ of any Participating Company or interfere in any way with the right of any Participating Company to terminate his or her employment at any time.

(b) No Option or SAR granted under the Plan shall be deemed salary or compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of any Participating Company for the benefit of its employees unless any such Participating Company shall determined otherwise.

(c) No Employee shall have any claim to an Option or SAR until it is actually granted under the Plan. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

(d) Absence on leave approved by a duly constituted officer of a Participating Company shall not be considered interruption or termination of employment for any purposes of the Plan; provided, however, that no Option or SAR may be granted to an employee while he or she is absent on leave.

(e) If the Committee shall find that any person to whom any Option or SAR, or portion thereof, is awarded to under the Plan is unable to care for his or her affairs because of illness or accident, or is a minor, then any payment due him or her (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his or her spouse, a child, a relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Company therefore.

(f) The right of any Employee or other person to any Option, SAR or Stock under the Plan may not be assigned, transferred, pledged or encumbered, either voluntarily or by operation of law, except as provided in Section 7 with respect to the designation of a Beneficiary or as may otherwise be required by law. If, by reason of any attempted assignment, transfer, pledge, or encumbrance or any bankruptcy or other event happening at any time, any amount payable under the Plan would be made subject to the debts or liabilities of the Employee or his or her

Beneficiary or would otherwise devolve upon anyone else and not be enjoyed by the Employee or his or her Beneficiary, then the Committee may terminate such person's interest in any such payment and direct that the same be held and applied to or for the benefit of the Employee, his or her Beneficiary or any other person so deemed to be the natural objects of his or her bounty, taking into account the expressed wishes of the Employee (or, in the event of his or her death, those of his or her Beneficiary) in such manner as the Committee may deem proper.

(g) Copies of the Plan and all amendments, administrative rules and procedures and interpretations shall be made available to all Employees at all reasonable tines at the Company's headquarters.

(h) The Committee may cause to be made, as a condition precedent to the grant of any Option or SAR, or otherwise, appropriate arrangements with the Employee or his or her Beneficiary, for the withholding of any federal, state, local or foreign taxes.

(i) The Plan and the grant of Options arid SARs shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by any government or regulatory agency as may be required.

(j) All elections, designations, requests, notices, instructions and other communications from an Employee, Beneficiary or other person to the Committee, required or permitted under the Plan, shall be in such form as is prescribed from time to time by the Committee and shall be mailed by first class mail or delivered to such location as shall be specified by the Committee.

(k) The terms of the Plan shall be binding upon the Company and its successors and assigns.

(l) Captions preceding the sections hereof are inserted solely as a matter of convenience and in no way define or 1imit the scope or intent of any provision hereof,

(m) The Company shall have the right to require an optionee to remit to the Company an amount sufficient to satisfy any federal, state or local withholding tax requirements prior to the delivery of any certificate or certificates for Common Stock,

12. Effective Date and Stockholder Approval

The effective date of the Plan shall be July 1, 1991, subject to approval by a majority of the Company's stockholders at their 1991 Annual Meeting. Notwithstanding anything in the Plan to the contrary, if the Plan shall have been approved by the Board prior to such Annual Meeting, Employees may be selected and award criteria may be determined as provided herein subject to such subsequent stockholder approval.

Amendment No. 1 to Stock Option Plan

A resolution approved by the stockholders of the Company amended the Plan by:

(a) Amending the first sentence of Section 3 of the Plan:

3. Shares Subject to the Plan

The aggregate number of shares of Stock which may be awarded under the Plan or subject to purchase by exercising Options is 2,000,000 shares.

(b) Adding a new paragraph (m) to the end of Section 4 of the Plan:

(m) No officer of the Corporation may be (x) awarded shares of Stock or (y) granted Options during any consecutive 60-month period for more than 500,000 shares of Stock (subject to adjustment pursuant to Section 10).

Amendment No. 2 to Stock Option Plan

A resolution approved by the stockholders of the Company amended the Plan by amending the first sentence of Section 3 of the Plan:

3. Shares Subject to the Plan

The aggregate number of shares of Stock which may be awarded under the Plan or subject to purchase by exercising Options is 3,000,000 shares.

HANSEN NATURAL CORPORATION

2001 STOCK OPTION PLAN

1. Purpose

The purpose of the Hansen Natural Corporation 2001 Stock Option Plan is to attract and retain persons of ability as employees of Hansen Natural Corporation and its subsidiaries and affiliates, and encourage such employees to continue to exert their best efforts on behalf of the Company, its subsidiaries and affiliates.

2. Definitions

When used herein, the following terms shall have the following meanings:

"Beneficiary" means the beneficiary or beneficiaries designated pursuant to Section 7 to receive the benefit, if any, provided under the Plan upon the death of an Employee.

"Board" means the Board of Directors of the Company.

"Code" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. (All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.)

"Committee" means the Committee appointed by the Board pursuant to Section 8.

"Company" means Hansen Natural Corporation, and its successors and assigns.

"Employee" means an employee of a Participating Company who, in the judgment of the Committee, is responsible for or contributes to the growth or profitability of the business of the Company.

"Exchange" means the New York Stock Exchange, or if the Stock is not listed on the New York Stock Exchange, the principal exchange on which the Stock is listed or the NASDAQ system of the National Association of Securities Dealers.

"Exchange Act" means the Securities Exchange Act of 1934.

"Fair Market Value" means, as of any date, the mean between the reported high and low sales prices on the Exchange for one share of Stock on such date, or, if no sales of Stock have taken place on such date, the Fair Market Value of one share of Stock on the most recent date on which selling prices were reported on the Exchange. In the event that the Company's shares are not publicly traded on an Exchange, the Committee shall determine the fair market value for all purposes.

"Option" means an option to purchase Stock subject to the applicable provisions of Section 4 and awarded in accordance with the terms of the Plan and which may be an incentive stock option qualified under Section 422 of the Code or a nonqualified stock option.

"Option Agreement" means the written agreement evidencing each Option or SAR granted to an Employee under the Plan.

"Participating Company" means the Company or any subsidiary of other affiliate of the

Company; provided, however, for incentive stock options only, "Participating Company" means the Company or any corporation which at the time such option is granted qualifies as a "subsidiary corporation" of the Company under Section 424(f) of the Code.

"Plan" means the Hansen Natural Corporation 2001 Stock Option Plan, as the same may be amended, administered or interpreted from time to time.

"SAR" means a stock appreciation right subject to the appropriate requirements under Section 4 and awarded in accordance with the terms of the Plan.

"Stock" means the common stock of the Company.

"Total Disability" means the complete and permanent inability of an Employee to perform all of his or her duties under the terms of his or her employment with any Participating Company, as determined by the Committee upon the basis of such evidence, including independent medical reports and data, as the Committee deems appropriate or necessary.

3. Shares Subject to the Plan

The aggregate number of shares of Stock with respect to which awards may be granted under the Plan is 2,000,000 shares. Such shares shall be made available either from authorized and unissued shares or shares held by the Company in its treasury. If, for any reason, any shares of Stock subject to purchase or payment by exercising an Option or SAR under the Plan are not delivered or are reacquired by the Company, for reasons including, but not limited to, termination of employment, or expiration or cancellation of an Option or SAR, such shares of Stock shall again become available for award under the Plan.

4. Grant of Stock Options and Stock Appreciation Rights

(a) Subject to the provisions of the Plan, the Committee shall determine and designate from time to time those Employees to whom Options are to be granted; determine whether such Option shall be incentive stock options or nonquallfied stock options or a combination of incentive stock options and nonqualified stock options; determine the number of shares of Stock subject to each Option or the number of shares of Stock that shall be used to determine the value of an SAR; determine the time or times when and the manner in which each Option shall be exercisable and the duration of the exercise period; determine whether or not all or part of each Option may be cancelled by the exercise of an SAR; and determine any other terms of each Option not inconsistent with the provisions herein; provided, however, that (A) no Option shall be granted after the expiration of ten years from the effective date of the Plan and (B) the aggregate Fair Market Value (determined as of the date an Option is granted) of the Stock for which incentive stock options granted to any Employee under this Plan may first become exercisable in any calendar year shall not exceed $100,000.

(b) The exercise period for Options and SARs shall be no more than 10 years from the date of grant; provided, however, that the exercise period for an incentive stock option and any tandem SARs granted to an Employee who, at the time of grant, owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company (a "Ten Percent Shareholder") shall not exceed five years.

(c) The option or SAR exercise price per share shall be determined by the Committee at the time the Option is granted and shall be at least equal to the par value of one share of Stock if the Stock has a par value; provided however, that the exercise price for an incentive stock option and any tandem SARs shall be not less than the Stock's Fair Market Value at date of grant, or in the case of an incentive stock option and any tandem SARs granted to a Ten Percent Shareholder, 110 percent of the Fair Market Value on the date of grant, all as determined by the Committee.

(d) No part of any Option or SAR may be exercised by an Employee until such Employee shall have remained in the employ of one or more Participating Companies for such period as the Committee may specify, if any, after the date on which the Option is granted, or achieved such

performance or other criteria, as the Committee may specify, if any, of the Company or any other Participating Company, and the Committee may further require exercisability in installments; provided, however, the period during which an SAR is exercisable shall commence no earlier than six months following the date the SAR is granted.

(e) (i) If the Employee's employment terminates, he or she may exercise his or her Options or SARs to the extent that he or she shall have been entitled to do so at the date of the termination of his or her employment, at any time, or from time to time, within three months after the date of the termination of his or her employment or within such other period, and subject to such terms and conditions as the Committee may specify, but not later than the expiration date specified in Section 4(b) above.

(ii) If an Employee who has been granted an Option or SAR dies while an Employee of a Participating Company, his or her Options or SARs may be exercised, to the extent that the Employee shall have been entitled to do so on the date of his or her death or such termination of employment, by his or her Beneficiary including, if applicable, his or her executors or administrators, at any time, or from time to time, within six months after the date of the Employee's death or within such other period, and subject to such terms and conditions as the Committee may specify, but no later than the expiration date specified in Section 4(b) above.

(iii) If the Employee's employment by a Participating Company terminates because of his or her Total Disability, he or she may exercise his or her Options or SARs, to the extent that he or she shall have been entitled to do so at the date of the termination of his or her employment, at any time, or from time to time, within six months after the date of the termination of his or her employment or within such other period, and subject to such terms and conditions as the Committee may specify, but not later than the expiration date specified in Section 4(b) above.

(f) If the Employee's employment terminates for any reason prior to the date all or a portion of the Options become exercisable, such nonexercisable Options shall automatically expire on the date of termination of employment. However, if the Employee's termination of employment is due to death or Total Disability, the Committee may, in its sole discretion, pay such Employee or his or her Beneficiary an amount as the Committee determines to be reasonable compensation for the expired Options.

(g) No Option or SAR granted under the Plan shall be transferable other than by Will or by the laws of descent and distribution. During the lifetime of the optionee, an Option and SAR shall be exercisable only by him or her. Notwithstanding the foregoing, if the agreement evidencing such award so provides, an Employee may transfer any Option or SAR (other than an incentive stock option or related SAR) to the Employee's spouse, parents, children, and/or grandchildren, or to one or more trusts for the benefit of such family members, provided the Employee does not receive any consideration for the transfer. Any Option or SAR so transferred shall be subject to the same terms and conditions that applied to such Option or SAR immediately prior to its transfer (except that such transferred Option or SAR shall not be further transferable by the transferee during the transferee's lifetime)

(h) With respect to an incentive stock option, the Committee shall specify such terms and provisions as the Committee may determine to be necessary or desirable in order to qualify such Option as an incentive stock option within the meaning of Section 422 of the Code.

(i) Each Option granted under the Plan shall be evidenced by a written Option Agreement, in a form approved by the Committee. Such agreement shall be subject to and incorporate the express terms and conditions, if any, required under the Plan or as required by the Committee for the form of Option granted and such other terms and conditions as the Committee may specify. Further, each

such Option Agreement shall provide that unless at the time of exercise of the Option there shall be, in the opinion of counsel for the Company, a valid and effective registration statement under the Securities Act of 1933 ("'33 Act") and appropriate qualification and registration under applicable state securities laws relating to the Stock being acquired pursuant to the Option, the Employee shall upon exercise of the Option give a representation that he or she is acquiring such shares for his or her own account for investment and not with a view to, or for sale in connection with, the resale or distribution of such shares. In the absence of such registration statement, the Employee shall be required to execute a written affirmation, in a form reasonably satisfactory to the Company, of such investment intent and to further agree that he or she will not sell or transfer any Stock acquired pursuant to the Option until he or she requests and receives an opinion of the Company's counsel to the effect that such proposed sale or transfer will not result in a violation of the '33 Act, or a

registration statement covering the sale or transfer of the shares has been declared effective by the Securities and Exchange Commission, or he or she obtains a no-action letter from the Securities and Exchange Commission with respect to the proposed transfer.

(j) Except as otherwise provided in the Plan, the purchase price of the shares as to which an Option shall be exercised shall be paid to the Company at the time of exercise either in cash or in stock already owned by the optionee, or a combination of cash and stock, or in such other consideration as the Committee deems appropriate, having a total fair market value equal to the purchase price. Alternatively, an Option may be exercised in whole or in part by delivering a properly executed exercise notice together with irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds necessary to pay the purchase price and applicable withholding taxes, and such other documents as the Committee may determine.

(k) Upon exercise of an SAR, the Employee shall be entitled to receive all or a portion of the excess of the Fair Market Value of a specified number of shares of Stock at the time of exercise over a specified amount which shall not, subject to Section 4(j), be less than the Fair Market Value of such specified number of shares of Stock at the time the SAR is granted. Upon exercise of an SAR, payment of such excess shall be made in cash.

(1) If the Option granted to an Employee allows the Employee to elect to cancel all or any portion of an unexercised Option by exercising a related (tandem) SAR, then the Option price per share of Stock shall be used as the specified price in Section 4(k), to determine the value of the SAR upon such exercise, and, in the event of the exercise of such SAR, the Company's obligation in respect of such Option or such portion thereof will be discharged by payment of the SAR so exercised.

(m) No officer of the Company may be (x) awarded shares of Stock or (y) granted Options during any consecutive 24-month period for more than 1,000,000 shares of Stock (subject to adjustment pursuant to Section 10).

5. Certificate for Awards of Stock

(a) Each Employee entitled to receive shares of Stock under the Plan shall be issued a certificate for such shares. Such certificate shall be registered in the name designated by the Employee, and shall bear an appropriate legend reciting the terms, conditions and restrictions, if any, applicable to such shares and shall be subject to appropriate stop-transfer orders.

(b) Shares of Stock shall be made available under the Plan either from authorized and unissued shares, or shares held by the Company in its treasury. The Company shall not be required to issue or deliver any certificates for shares of Stock prior to the listing of such shares on any stock exchange on which the Stock may then be listed, the completion of any registration or qualification of such shares under any federal or state law, or any ruling or regulation of any governmental body, which the Committee shall, in its sole discretion, determine to be necessary or advisable and the recipient's execution of a shareholders agreement providing such terms and conditions as the Committee may determine in its sole discretion.

(c) All certificates for shares of Stock delivered under the Plan shall also be subject to such stop-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and

other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed and any applicable federal or state securities laws, and the Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions. The foregoing provisions of this Section 5(c) shall not be effective if and to the extent that the shares of Stock delivered under the Plan are covered by an effective and current registration statement under the Securities Act of 1933, or if, and so long as, the Committee determines that application of such provisions is no longer required or desirable. In making such determination, the Committee may rely upon an opinion of counsel for the Company.

(d) Each Employee who receives Stock upon exercise of an Option shall have all of the rights of a shareholder with respect to such shares, including the right to vote the shares and receive dividends and other distributions. No Employee awarded an Option shall have any right as a shareholder with respect to any shares subject to such Option prior to the date of issuance to him or her of a certificate or certificates for such shares.

6. Loans

(a) The Committee may provide for supplemental loans to Employees at such time and in such manner as the Committee may determine in connection with the exercise of an Option.

(b) Any such loan shall be evidenced by a written loan agreement or other instrument in such form and shall contain such terms and conditions, including without limitation, provisions for interest, payment schedules, collateral, events of default or acceleration of such loans or parts thereof, as the Committee shall specify; provided, however, that in the case of an incentive stock option, the interest rate set by the Committee under such an arrangement shall be no lower than that required to avoid the imputation of unstated interest under the Code and the Committee shall specify no such term or condition that would result in such Option failing to qualify as an incentive stock option.

7. Beneficiary

(a) Each Employee shall file with the Company a written designation of one or more persons as the Beneficiary who shall be entitled to receive the Option or SAR, if any, awarded under the Plan upon his or her death. An Employee may from time to time revoke or change his or her Beneficiary designation without the consent of any prior Beneficiary by filing a new designation with the Company. The last such designation received by the Company shall be controlling; provided, however, that no designation, or change or revocation thereof, shall be effective unless received by the Company prior to the Employee's death, and in no event shall it be effective as of a date prior to such receipt.

(b) If no such Beneficiary designation is in effect at the time of an Employee's death, or if no designated Beneficiary survives the Employee or if such designation conflicts with law, the Employee's estate shall be entitled to receive the Option and SAR, if any, awarded under the Plan upon his or her death. If the Company is in doubt as to the right of any person to receive such Option or SAR, the Company may retain such Option or SAR, without liability for any income thereon, until the Company determines the rights thereto, or the Company may transfer such Option or SAR into any court of appropriate jurisdiction and such payment shall be a complete discharge of the liability of the Company therefor.

8. Administration of the Plan

(a) The Plan shall be administered by the Compensation Committee of the Board or such other committee as appointed by the Board (the "Committee") . The Committee shall have at least two members and each member shall be a member of the Board and (unless otherwise determined by the Board) shall satisfy the "nonemployee director" requirements of Rule l6b-3 under the Exchange Act and the "outside director" provisions of Section 162(m) of the Code, or any successor regulations or provisions.

(b) All decisions, determinations or actions of the Committee made or taken pursuant to grants of

authority under the Plan shall be made or taken in the sole discretion of the Committee and shall be final, conclusive and binding on all persons for all purposes.

(c) The Committee shall have full power, discretion and authority to interpret, construe and administer the Plan and any part thereof, and its interpretations and constructions thereof and actions taken thereunder shall be final, conclusive and binding on all persons for all purposes.

(d) The Committee's decisions and determinations under the Plan need not be uniform and may be made selectively among Employees, whether or not such Employees are similarly situated.

(e) The act of a majority of the members present at a meeting duly called and held shall be the act of the Committee. Any decision or determination reduced to writing and signed by all members of the Committee shall be fully as effective as if made by unanimous vote at a meeting duly called and held.

(f) Notwithstanding anything else herein to the contrary, Options or SARs may be granted to an Employee who is not an officer of the Company by the Board or the Executive Committee of the Board (in lieu of being granted by the Committee), in which event the Board or the Executive Committee of the Board (as the case may be) may exercise any discretionary authority with respect to such Options or SARs that would otherwise be exercisable by the Committee.

9. Amendment or Discontinuance

(a) The Board may, at any time, amend or terminate the Plan. No amendment shall become effective unless approved by affirmative vote of the Company's stockholders if such approval is necessary or desirable for the continued validity of the Plan or if the failure to obtain such approval would adversely affect the compliance of the Plan with Rule l6b-3 or any successor rule under the Exchange Act or Section 162(m) of the Code or any other rule or regulation. No amendment or termination shall materially impair the rights of any person with respect to a previously granted Option or SAR without such person's consent.

10. Adjustments in Event of Change in Common Stock

(a) Subject to Section 10(b), if the outstanding shares of Stock of the Company are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to such shares of stock or securities, through merger, consolidation, sale of all or substantially all of the property of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other distribution with respect to such shares of Stock or other securities, then, to the extent permitted by the Company, an appropriate and proportionate adjustment shall be made in (i) the maximum number and kind of shares provided in Section 3, (ii) the maximum number and kind of shares with respect to which an officer of the Company may be granted an award pursuant to Section 4(m), (iii) the number and kind of shares or other securities subject to the outstanding Options and tandem SARs, if any, and (iv) the price for each share or other unit of any other securities subject to outstanding Options without change in the aggregate purchase price or value as to which such Options remain exercisable or subject to restrictions. Any adjustment under this Section 10(a) shall be made by the Company, whose determination as to what adjustments shall be made and the extent thereof will be final, binding and conclusive. No fractional interests will be issued under the Plan resulting from any such adjustment.

(b) Notwithstanding anything else herein to the contrary, the Board, in its sole discretion may provide, at the time of grant of an Option or at any time thereafter, that upon the occurrence of a change in control of the Company (as determined by the Board) all or a specified portion of any outstanding Options not theretofore exercisable shall immediately become exercisable and that any Option not exercised prior to such change in control shall be canceled.

11. Miscellaneous

(a) Nothing in this Plan or any Option Agreement hereunder shall confer upon any employee any right

to continue in the employ of any Participating Company or interfere in any way with the right of any Participating Company to terminate his or her employment at any time.

(b) No Option or SAR granted under the Plan shall be deemed salary or compensation for the purpose of computing benefits under any employee benefit plan or other arrangement of any Participating Company for the benefit of its employees unless any such Participating Company shall determine otherwise.

(c) No Employee shall have any claim to an Option or SAR until it is actually granted under the Plan. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

(d) Absence on leave approved by a duly constituted officer of a Participating Company shall not be considered interruption or termination of employment for any purposes of the Plan; provided, however, that no Option or SAR may be granted to an employee while he or she is absent on leave.

(e) If the Committee shall find that any person to whom any Option or SAR, or portion thereof, is awarded to under the Plan is unable to care for his or her affairs because of illness or accident, or is a minor, then any payment due him or her (unless a prior claim therefor has been made by a duly appointed legal representative) may, if the Committee so directs the Company, be paid to his or her spouse, a child, a relative, an institution maintaining or having custody of such person, or any other person deemed by the Committee to be a proper recipient on behalf of such person otherwise entitled to payment. Any such payment shall be a complete discharge of the liability of the Company therefor.

(f) The right of any Employee or other person to any Option, SAR or Stock under the Plan may not be assigned, transferred, pledged or encumbered, either voluntarily or by operation of law, except as provided in Section 7 with respect to the designation of a Beneficiary or as may otherwise be required by law, and except as provided in Section 4 (g) . If, by reason of any attempted assignment, transfer, pledge, or encumbrance or any bankruptcy or other event happening at any time, any amount payable under the Plan would be made subject to the debts or liabilities of the Employee or his or her Beneficiary or would otherwise devolve upon anyone else and not be enjoyed by the Employee or his or her Beneficiary, then the Committee may terminate such person's interest in any such payment and direct that the same be held and applied to or for the benefit of the Employee, his or her Beneficiary or any other persons deemed to be the natural objects of his or her bounty, taking into account the expressed wishes of the Employee (or, in the event of his or her death, those of his or her Beneficiary) in such manner as the Committee may deem proper.

(g) Copies of the Plan and all amendments, administrative rules and procedures and interpretations shall be made available to all Employees at all reasonable times at the Company's headquarters.

(h) The Committee may cause to be made, as a condition precedent to the grant of any Option or SAR, or otherwise, appropriate arrangements with the Employee or his or her Beneficiary, for the withholding of any federal, state, local or foreign taxes.

(i) The Plan and the grant of Options and SARs shall be subject to all applicable federal and state laws, rules, and regulations and to such approvals by any government or regulatory agency as may be required.

(j) All elections, designations, requests, notices, instructions and other communications from an Employee, Beneficiary or other person to the Committee, required or permitted under the Plan, shall be in such form as is prescribed from time to time by the Committee and shall be mailed by first class mail or delivered to such location as shall be specified by the Committee.

(k) The terms of the Plan shall be binding upon the Company and its successors and assigns.

(1) Captions preceding the sections hereof are inserted solely as a matter of convenience and in no way define or limit the scope or intent of any provision hereof.

(m) The Company shall have the right to require an optionee to remit to the Company an amount

sufficient to satisfy any federal, state or local withholding tax requirements prior to the delivery of any certificate or certificates for Common Stock.

12. Effective Date and Stockholder Approval

The effective date of the Plan shall be July 1, 2001, subject to approval by a majority of the Company's stockholders at their 2001 Annual Meeting. Notwithstanding anything in the Plan to the contrary, if the Plan shall have been approved by the Board prior to such Annual Meeting, Employees may be selected and award criteria may be determined as provided herein subject to such subsequent stockholder approval.

EXHIBIT 99.28

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF
BRANDON LIMITED PARTNERSHIP NO. 2

This Amendment is made as of the 31st day of December 1995, by and among Rodney Cyril Sacks, Hilton Hiller Schlosberg and Brandon Securities Limited, a British Virgin Islands corporation, as the General Partners, and those persons set forth on the signature page hereof as Limited Partners, as hereafter defined, to that certain Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 2 dated as of November 8, 1990 among the General Partners and the Limited Partners (the 'Partnership Agreement") as read with those Amendments to the Agreement of Limited Partnership of Brandon Limited Partnership No. 2 made as of the 31st day of December 1993 (the "First Amendment"). All capitalized terms used in this Amendment shall, unless otherwise defined herein, have the same meanings as set forth in the Partnership Agreement.

In consideration of the mutual agreements made herein, the Partners hereby agree as follows:

1. Section 2.6 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"2.6. Duration. The Partnership shall terminate and dissolve on January 1, 1998 unless sooner terminated upon the vote of a Majority in Interest of the Limited Partners upon not less than 60 days written notice to the Partnership; provided, however, that at any time on or after January 1, 1996 any Limited Partner shall have the right to withdraw from the Partnership upon not less than 60 days written notice to the Partnership and to receive a distribution of Partnership assets equivalent to the distribution any such Limited Partner would be entitled to receive on the liquidation of the Partnership pursuant to Article X in full satisfaction of such Limited Partner's interest in the Partnership and right, if any, to claim repayment of all or any portion of his Capital Contribution."

2. Section 10.1(b) of the Partnership Agreement is hereby amended in its entirety to read as follows:

"(b) If the Partnership is not dissolved and liquidated pursuant to subparagraph (a) above on or before December 31, 1997 or pursuant to Section 2.6 above, then the Partnership shall be automatically dissolved on January 1, 1998."

3. All other terms of the Partnership Agreement, as amended by the First and Second Amendments, shall remain in full force and effect.

4. Each Limited Partner hereby makes, constitutes and appoints any and all of the

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General Partners, with full power of substitution, his true and lawful attorneys, for him and in his name, place and stead and for his use and benefit, to sign, swear to, acknowledge, file and record this Amendment and a Declaration relating hereto under the laws of the Cayman Islands or the laws of any other jurisdiction in which such a certificate is required to be filed or which the General Partners determine such a filing to be advisable.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GENERAL PARTNERS

BRANDON SECURITIES LIMITED

By: /s/ Norman C. Epstein
Name: Norman C. Epstein
Title: Director

/s/ Rodney Cyril Sacks
Rodney Cyril Sacks

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

LIMITED PARTNERS

Fastnet Ltd.

By: /s/ Mr. Solly Slom
and /s/ Mr. H.R. VanDer Merwe
Name:
Title:

Sector Enterprises Inc.

By: /s/ LEONARD W. DURHAM
Name: Leonard W. Durham
Title: Director

Combined Holdings Ltd.

By: /s/ Norman C. Epstein
Name: Norman C. Epstein
Title: Director

MMC Investments Ltd.

By: /s/ Norman C. Epstein
Name: Norman C. Epstein
Title: Director

Brandon Securities Limited

By: /s/ Norman C. Epstein
Name: Norman C. Epstein
Title: Director

Hazelwood Investments Limited

By: /s/ LEONARD W. DURHAM
Name: Leonard W. Durham
Title: Duly Authorized

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF BRANDON LIMITED PARTNERSHIP NO. 1

This Amendment is made as of the 31st day of December 1997, by and among Rodney Cyril Sacks and Hilton Hiller Schlosberg, as the General Partners, and those persons set forth on the signature page hereof as Limited Partners, as hereafter defined, to that certain Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 1 dated as of November 8, 1990 among the General Partners and the Limited Partners (the "Partnership Agreement") as read with those Amendments to the Agreement of Limited Partnership of Brandon Limited Partnership No. 1 made as of the 31st day of December 1993 and as of the 31st day of December 1995 (the "Three Amendments"). All capitalized terms used in this Amendment shall, unless otherwise defined herein, have the same meanings as set forth in the Partnership Agreement.

In consideration of the mutual agreements made herein, the Partners hereby agree as follows:

1. Section 2.6 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"2.6. Duration. The Partnership shall terminate and dissolve on January 1, 2002 unless sooner terminated upon the vote of a Majority in Interest of the Limited Partners upon not less than 60 days written notice to the Partnership; provided, however, that at any time on or after January 1, 1998 any Limited Partner shall have the right to withdraw from the Partnership upon not less than 60 days written notice to the Partnership and to receive a distribution of Partnership assets equivalent to the distribution any such Limited Partner would be entitled to receive on the liquidation of the Partnership pursuant to Article X in full satisfaction of such Limited Partner's interest in the Partnership and right, if any, to claim repayment of all or any portion of his Capital Contribution."

2. Section 10.1(b) of the Partnership Agreement is hereby amended in its entirety to read as follows:

"(b) If the Partnership is not dissolved and liquidated pursuant to subparagraph (a) above on or before December 31, 2001 or pursuant to Section 2.6 above, then the Partnership shall be automatically dissolved on January 1, 2002."

3. All other terms of the Partnership Agreement, as amended by the Three Amendments, shall remain in full force and effect.

4. Each Limited Partner hereby makes, constitutes and appoints any and all of the General Partners, with full power of substitution, his true and lawful attorneys, for him and in his name, place and stead and for his use and benefit, to sign, swear to, acknowledge, file and record this Amendment and a Declaration relating hereto under the laws of the Cayman Islands or the laws

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of any other jurisdiction in which such a certificate is required to be filed or which the General Partners determine such a filing to be advisable.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GENERAL PARTNERS

/s/ Rodney Cyril Sacks
Rodney Cyril Sacks

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

LIMITED PARTNERS

The Sacks Irrevocable Trust

/s/ Rodney Cyril Sacks
Rodney Cyril Sacks

/s/ Darryl Neil Sacks
Darryl Neil. Sacks

/s/ Terri Michelle Sacks
Terri Michelle Sacks

/s/ Candice Ilona Sacks
Candice Ilona Sacks

S.J. Investments Limited

By: /s/ S. Screech
Name: S. Screech
Title: Director

MMC Investments Limited

By: /s/ S. Screech
Name: S. Screech
Title: Director

The Regent Trust Company Limited
D49 Account

By: /s/ William John Seagram Sutton
Name: William John Seagram Sutton
Title: Director

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

/s/ Hilton Hiller Schlosberg
Marc Adam Schlosberg

Radcliffes Trustee Company S.A. as
Trustees of the Grandee Trust

/s/ Hilton Hiller Schlosberg
Carly Jenna Schlosberg

By: /s/ Katherine Hurter/Jonathan Lowe
Name: Katherine Hurter/Jonathan Lowe
Title: Authorized Signatory

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF BRANDON LIMITED PARTNERSHIP NO. 1

This Amendment is made as of the 3lst day of December 2001, by and among Rodney Cyril Sacks and Hilton Hiller Schlosberg, as the General Partners, and those persons set forth on the signature page hereof as Limited Partners, as hereafter defined, to that certain Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 1 dated as of November 8, 1990 among the General Partners and the Limited Partners (the "Partnership Agreement") as read with those Amendments to the Agreement of Limited Partnership of Brandon Limited Partnership No. 1 made as of the 31st day of December 1993, as of the 31st day of December 1995 and as of 31st day of December 1997 (the "Three Amendments"). All capitalized terms used in this Amendment shall, unless otherwise defined herein, have the same meanings as set forth in the Partnership Agreement.
In consideration of the mutual agreements made herein, the Partners hereby agree as follows:

1. Section 2.6 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"2.6. Duration. The Partnership shall terminate and dissolve on January 1, 2010 unless sooner terminated upon the vote of a Majority in Interest of the Limited Partners upon not less than 60 days written notice to the Partnership; provided, however, that at any time on or after January 1, 1998 any Limited Partner shall have the right to withdraw from the Partnership upon not less than 60 days written notice to the Partnership and to receive a distribution of Partnership assets equivalent to the distribution any such Limited Partner would be entitled to receive on the liquidation of the Partnership pursuant to Article X in full satisfaction of such Limited Partner's interest in the Partnership and right, if any, to claim repayment of all or any portion of his Capital Contribution."

2. Section 10.1(b) of the Partnership Agreement is hereby amended in its entirety to read as follows:

"(b) If the Partnership is not dissolved and liquidated pursuant to subparagraph (a) above on or before December 31, 2009 or pursuant to Section 2.6 above, then the Partnership shall be automatically dissolved on January 1, 2010."

3. All other terms of the Partnership Agreement, as amended by the Three Amendments, shall remain in full force and effect.

4. Each Limited Partner hereby makes, constitutes and appoints any and all of the General Partners, with full power of substitution, to be his true and lawful attorneys, for him and

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in his name, place and stead and for his use and benefit, to sign, swear to, acknowledge, file and record this Amendment and a Declaration relating hereto under the laws of the Cayman Islands or the laws of any other jurisdiction in which such a certificate is required to be filed or which the General Partners determine such a filing to be advisable.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GENERAL PARTNERS

/s/ Rodney Cyril Sacks
Rodney Cyril Sacks

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

LIMITED PARTNERS

The Sacks Irrevocable Trust
established September 14, 1992

Per Trustee, Leslie Joel Sacks

Serial Limited

By: /s/ R. Lowe
Name: GCI Management Limited
Title: Sole director

Rodney Sacks Family Limited
Partnership established
November 13, 2001

/s/ Rodney Cyril Sacks
Per Trustee, Rodney C. Sacks, Trustee
of the Rodney C. Sacks Trust, established
November 28, 2000

MMC Investments Limited

By: /s/ S.L. Screech
Name: S.L. Screech
Title: Director

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

Radcliffes Trustee Company S.A. as
Trustees of the Grandee Trust

By: /s/ Segerman/R. Crook
Name Segerman/R. Crook
Title:

/s/ Hilton Hiller Schlosberg for

JHM Securities Limited

By: S.L. Screech
Name: S.L. Screech

Marc Adam Schlosberg Title: Director

/s/ Hilton Hiller Schlosberg for
Carly Jenna Schlosberg

Amended and restated Agreement of Limited Partnership of Brandon Limited Partnership No. 2 dated as of September 15, 1996.

This amended and restated Agreement of Limited Partnership is made and entered into as of this 15th day of September 1996 by and among Rodney Cyril Sacks ("Sacks") and Hilton Hiller Schlosberg ("Schlosberg") as the general partners; Sacks and Schlosberg are sometimes hereinafter referred to collectively as the ("General Partners") and those persons set forth in Exhibit A hereto as limited partners (the "Limited Partners").

This Agreement amends and restates the Amended and Restated Agreement of Limited Partnership of Brandon Limited Partnership No. 2 dated as of November 8, 1990 as amended by the first amendment to the Agreement of Limited Partnership of Brandon Limited Partnership No. 2 made as of 31 December 1993 as further amended by the second Amendment to the Agreement of Limited Partnership of Brandon Limited Partnership No. 2 made as of 31 December 1995 between the General Partners and the additional corporations and persons who were at the dates thereof General and/or Limited Partners but have withdrawn and ceased to be General and/or Limited Partners, as the case may be, as of September 15, 1996.

In consideration of the mutual agreements made herein, the Partners hereby agree as follows:

ARTICLE I
DEFINITIONS

The following terms used in this Agreement shall have the respective meanings specified in this Article 1.

"Auditors" means any recognized firm of independent certified public auditors as shall be engaged by the Partnership.

"Affiliate" means, when used with reference to any specified Person, (i) any Person directly or indirectly controlling, controlled by or under common control with such Person, (ii) any Person owning or controlling 10% or more of the outstanding voting interests of such Person, and (iii) any relative or spouse of such Person.

"Agreement" means this Amendment and Restated Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

"Available Cash Flow" means, with respect to any Fiscal Year or other period, the sum of all cash receipts of the Partnership from any and all sources, less all cash disbursements and a reasonable allowance for reserves, contingencies and anticipated obligations as determined by the General Partners.

"Bankruptcy" means, with respect to a Person, the occurrence of any of the following events: (a) the filing by that Person of a petition commencing a voluntary case in bankruptcy under applicable bankruptcy laws; (b) entry against that Person of an order for relief under applicable bankruptcy laws; (c) written admission by that Person of its inability to pay its debts as they mature, or an assignment by that Person for the benefit of creditors; or (d) appointment of a receiver for the property or affairs of that Person.

"Capital Account" means, with respect to each Partner, an account determined in accordance with the provisions of Section 3.4 of this Agreement.

"Capital Contribution" means, with respect to each Partner, the total amount of money and fair market value of any property contributed to the Partnership by such Partner.

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

"Interest" shall mean the interest described in Section 3.

"Fiscal Year" means the fiscal year of the Partnership as determined by the General Partners. As used in this Agreement, a Fiscal Year shall include any partial Fiscal Year at the beginning and end of the Partnership term.

"Net Profits" and "Net Loss" means for each Fiscal Year or other period, an amount equal to the Partnership's taxable income or loss, respectively, for such Fiscal Year or period, determined in accordance with Section 703(a) of the Code plus any income that is exempt from tax and less any expenditures of the Partnership not deductible in computing its taxable income and not properly chargeable to capital account.

"Partners" means the General Partners and the Limited Partners, collectively. Reference to a "Partner" means any one of the Partners.

"Partnership" means the limited partnership formed under this Agreement.

"Person" means an individual, trust, estate, tax-exempt entity, partnership, joint venture, association, company, corporation, government or agency thereof, or other entity.

"Prime Rate" means the base rate of interest announced from time to time by Citibank N.A., New York, N.Y.

ARTICLE II
THE PARTNERSHIP AND ITS BUSINESS

2.1 Formation. This Partnership was formed on April 23, 1990 as a limited partnership pursuant to Section 50(1) of the Partnership Law, 1983 of the Cayman Islands. This Partnership was amended under the Amended and Restated Agreement of Limited Partnership of this Partnership dated as of November 8, 1990 and was further amended by the Amendment to the Agreement of Limited Partnership of the Partnership made as of 31 December 1993 and was further amended by the Amendment to the Agreement of Limited Partnership of the Partnership

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made as of 31 December 1995. Certain of the General and/or Limited Partners who were Partners of the Partnership prior to September 15, 1996 have withdrawn from the Partnership and the remaining General and Limited Partners of the Partnership comprise the Persons listed on Exhibit A hereto.

2.2 Declaration. Following the execution of this Agreement, the General Partners, acting directly or through an attorney-in-fact, shall sign a Supplemental Declaration amending all prior Declarations filed with the Registrar of Limited Partnerships in the Cayman Islands. The General Partners shall cause the Supplemental Declaration to be filed with the Registrar and shall execute such further documents and take such further action as shall be appropriate to comply with the Partnership Law of the Cayman Islands. The Partners hereby form a limited partnership under and pursuant to the laws of the Cayman Islands and upon the terms and conditions set forth in this Agreement. By their signatures hereto, all of the terms and conditions contained in the Amended and Restated Agreement of Limited Partnership of the Partnership dated as of November 8, 1990 as well as all of the terms and conditions of the first and second amendments to the Agreement of Limited Partnership of such Partnership made as of 31 December 1993 and 31 December 1995, respectively, be and are hereby deleted in their entirety.

2.3 Name. The name of the Partnership shall be Brandon Limited Partnership No. 2, and all business of the Partnership shall be conducted in such name.

2.4 Place of Business. The principal place of business of the Partnership shall be at Le Marchant House, Le Marchant Street, Guernsey, Channel Islands and the principal place of business of the Partnership in the Cayman Islands shall be at the Huntlaw Building, P.O. Box 1350, Grand Cayman, Cayman Islands.

2.5 Purposes. The purposes of the Partnership shall be (i) to invest in, acquire, own, hold, sell, dispose of or otherwise deal with stock or securities of Hansen Natural Corporation, and (ii) to enter into any lawful transaction and engage in any lawful activities in furtherance of or incidental to the foregoing purposes. The Partnership shall not engage in any other activity except as set forth above.

2.6 Duration. The Partnership shall terminate and dissolve on January 1, 2010 unless sooner terminated upon the vote of the majority in interest of the Limited Partners upon not less than 60-days written notice to the Partnership; provided, however, that at any time after January 1, 1997 any Limited Partner shall have the right to withdraw from the Partnership upon not less than 60-days written notice to the Partnership and to receive a distribution of Partnership assets equivalent to the distribution such Limited Partner would be entitled to receive on the liquidation of the Partnership pursuant to Article 10 in full satisfaction of such Limited Partner's interest in the Partnership and right, if any, to claim all or any portion of his capital contribution.

ARTICLE III
CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

3.1 General Partners' Capital. The General Partners or their designees shall contribute $0.01 for which they shall receive 001 share of an Interest in the Partnership. They shall not be required to make any further contributions to capital.

3.2 Limited Partners' Capital. Each of the Limited Partners or their designees shall contribute $1.00 to the capital of the Partnership and shall receive the number of Interests designated opposite their respective names in Exhibit A hereto.

3.3 Limitations on Limited Partner's Liability and Return of Capital. Subject to compliance with the other terms of this Agreement, the personal liability of each Limited Partner (in his capacity as a Limited Partner) arising out of or in any manner relating to the Partnership and its activities and obligations shall be limited to and shall not exceed the Limited Partner's Capital Contributions. A Limited Partner shall not (i) be obligated to lend or advance funds to the Partnership for any purpose except as expressly provided in this Agreement, (ii) be liable for the obligations of any other Partner, (iii) be entitled to the return of his Initial Capital Contribution at any fixed time or upon demand, or at any time, whether on the winding up of the Partnership or otherwise or (iv) receive any interest on capital.

3.4 Capital Accounts. The Partnership shall maintain for each Partner a separate Capital Account. Such Capital Account shall be increased by (i) such Partner's cash contributions, (ii) the agreed fair market value of property contributed by such Partner (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to), and (iii) all items of Partnership income and gain (including income and gain exempt from tax) allocated to such Partner pursuant to Article IV or other provisions of this Agreement and decreased by (i) the amount of cash distributed to such Partner, (ii) the agreed fair market value of all actual and deemed distributions of property made to such Partner pursuant to this Agreement (net of liabilities secured by such distributed property that the Partner is considered to assume or take subject to), and (iii) all items of Partnership deduction and loss allocated to such Partner pursuant to Article IV or other provisions of this Agreement.

3.5 In the event any Partner transfers any Interest in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interest.

3.6 Each of the Interests shall rank pari passu in all respects with each other with regard to all matters including, but not limited to, share of profits, distributions or assets of the Partnership, whether on a winding up, dissolution, reduction of capital or otherwise of the Partnership.

3.7 It is recorded that the Partnership is at the present time the owner of 2,831,667 shares of common stock in Hansen Natural Corporation, each of which is represented by an Interest in the Partnership and each of which Interests are in turn owned by the Limited Partners as set out in Exhibit A.

3.8 Partner Loans. In the event that additional funds (in excess of the Partners' agreed Capital Contributions) are required by the Partnership for any purpose relating to the business of the Partnership or for any of its obligations, expenses, costs, or expenditures, including operating deficits, the Partnership may borrow such funds as are needed from any Partner or other Person for such period of time and on such reasonable business terms as the General Partners and the lender may agree and at the rate of interest then prevailing for comparable loans, or if such loans are from a Partner or Affiliate, at an interest rate equal to the rate at which the lending Partner or

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Affiliate has borrowed such funds, provided that such rate charged by a Partner or Affiliate may not exceed the Prime Rate plus two percent (2%) per annum. Any security interest in the property of the Partnership which is given to any Partner or Affiliate shall be subordinate to any security interest in Partnership property given by the Partnership to any lender who is not a Partner or Affiliate of a Partner. Loans made under this Section may be repaid out of Available Cash Flow or Capital Proceeds, but any amount of any such loan that is outstanding at the time of the occurrence of any of the events described in Article X shall be repaid as provided in Article X.

ARTICLE IV
ALLOCATION OF PROFITS AND LOSSES

4.1 Allocation of Net Profits and Net Loss of the Partnership. Net Profits and Net Loss of the Partnership in each Fiscal Year shall be allocated pro rata amongst all of the holders of the Interests in the Partnership.

4.2 Special Allocation. Any item of income, gain, loss, and deduction with respect to any property other than cash that has been contributed by a Partner to the capital of the Partnership and which is required or permitted to be allocated to such Partner for income tax purposes so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution shall be allocated to such Partner solely for income tax purposes in the manner so required or permitted.

ARTICLE V
DISTRIBUTIONS

5.1 Distributions Generally. Available Cash Flow shall be distributed to all of the Partners pro rata to their Interests.

5.2 Withholding Requirements. Notwithstanding any other provisions of this Agreement, the General Partners may take any action that they determine to be necessary or appropriate to cause the Partnership to comply with any withholding requirements of any country or other jurisdiction with respect to distributions of the Partnership, the transfer of Interests, or otherwise. In its sole discretion, the General Partners may cause the Partnership to elect to withhold a portion of any distribution made to Partners as is required by any applicable law to relieve the Partnership of any otherwise applicable withholding obligation. Amounts withheld by the Partnership pursuant to national or local law or regulation or pursuant to this Section 5.2 shall be treated as distributed to the Partner with respect to whom such amounts were withheld.

ARTICLE VI
CONTROL AND MANAGEMENT

6.1 Management of the Partnership. The overall management and control of the business and affairs of the Partnership shall be vested solely in the General Partners, who shall be responsible for the management of the Partnership's business. The General Partners shall take such actions as may be necessary or appropriate in accordance with the provisions of this Agreement and applicable laws, and regulations. All decisions by the General Partners shall be determined by majority vote.

6.2 Authority and Responsibility of the General Partners. Except as provided in Section 6.2 of this Agreement, or as otherwise expressly provided in this Agreement, all decisions respecting any matter set forth in this Agreement or otherwise affecting or arising out of the conduct of the business of the Partnership shall be made by the General Partners, and the General Partners shall have the exclusive right and full authority to manage, conduct and operate the Partnership's business. Specifically, but not by way of limitation, the General Partners shall be authorized and responsible, subject to the limitations elsewhere set forth in this Agreement, in the name and on behalf of the Partnership:

(i) to employ such agents, employees, managers, accountants, attorneys, consultants and other Persons, (including, without limitation, itself and its Affiliates to the extent permitted under this Agreement) necessary or appropriate to carry out the business and affairs of the Partnership, and to pay such fees, expenses, salaries, wages and other compensation to such Persons as they shall, in their sole discretion, determine;

(ii) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as it may determine and upon such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the Partnership;

(iii) to pay any and all fees and to make any and all expenditures which they, in their sole discretion, deem necessary or appropriate in connection with the organization of the Partnership, the management of the affairs of the Partnership, and the carrying out of its obligations and responsibilities under this Agreement;

(iv) to cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the assets of the Partnership;

(v) to sign checks and make proper disbursements of Partnership funds and to issue receipts for and on behalf of the Partnership;

(vi) to make all elections required or permitted to be made by Partnership under the code, if applicable;

(vii) subject to the limitations set forth in this Agreement, to do any and all acts and things which shall be in the furtherance of the Partnership's business as set forth in this Agreement.

6.3 Limitations on Authority of General Partners. Subject always to the express provisions of 6.2 above and in particular 6.2(vii) above, the General Partners shall not have the authority,

(a) without the approval of all the Limited Partners:

(i) to convert property of the Partnership to its own use, or assign any rights in specific property of the Partnership for other than a purpose of the Partnership;

(ii) to perform any act that would subject the Limited Partners to liability as a general partner in any jurisdiction;

(b) without the vote or written consent of a Majority-in-Interest of the Limited Partners;

(i) to make any alteration to, grant any option or other rights in relation to or otherwise reorganize the Partnership rights or reserves in any way;

(ii) to acquire any subsidiaries or acquire any securities or other interests in any corporation or enter into any partnership or joint venture;

(iii) to give any guarantees or indemnities; or

(iv) other than as described in Section 3.8, to borrow any monies or create or permit to arise any debenture, charge, pledge, lien or other encumbrance over its undertaking of the whole or any part of its property or assets;

(v) to confess a judgment in a material amount against the Partnership;

(vi) to admit a person as a General Partner or a Limited Partner, except as provided in this Agreement;

(vii) to pay for any services performed by a General Partner or their Affiliates thereof, except as otherwise permitted in this Agreement;

(viii) to execute or deliver any general assignment for the benefit of the creditors of the Partnership; or

(ix) to make any loan to a General Partner or its Affiliates.

6.4 Participation by Limited Partners. No Limited Partner shall participate in or interfere with the management of the Partnership or the operation of its business. The exercise by a Limited Partner of any of his rights or powers granted in this Agreement shall not be deemed taking part in control of the business of the Partnership and shall not constitute a violation of this Section 6.4. No Limited Partner shall have any power or authority to sign for or to bind the Partnership in any manner or for any purpose whatsoever. No Limited Partner shall have priority over any other Limited Partner with respect to any rights or duties contained in this Agreement, unless expressly provided for in this Agreement.

6.5 Other Activities of Partners.

(a) The General Partners shall not be required to devote their full time and effort to the affairs of the Partnership, but shall devote such time and effort as may reasonably be required to adequately promote the Partnership's interests.

(b) The parties hereto expressly agree that any Partner may at any time engage in and possess interests in other business ventures of any and every nature and description,

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independently or with others, including, but not limited to, engaging in activities which parallel or compete with the business of the Partnership, and neither the Partnership nor any other Partner shall by virtue of this Agreement have any right, title or interest in or to such independent activities or to the income or profits derived therefrom.

6.6 Fees and Expenses; Compensation of General Partners.

(a) Except as specifically provided in this Agreement, no fees shall be paid to any Partner by the Partnership. However, the General Partners shall be entitled to receive reimbursement for all reasonable out-of-pocket costs and expenses incurred on behalf of the Partnership or in connection with the formation of the Partnership and in connection with the business and affairs of the Partnership from time to time.

(b) Nothing in this Agreement shall be deemed to limit or restrict the rights of the General Partners or any of their Affiliates to contract for and receive separate fees and benefits, directly or indirectly, as a result of their interests in Hansen Natural Corporation.

6.7 Liability for Acts and Omissions; Indemnification.

(a) The General Partners shall not be liable, responsible, or accountable in damages or otherwise to any of the Partners for, and the Partnership shall indemnify and save harmless the General Partners from, any loss or damage incurred by them by reason of an act or omission performed or omitted by them in good faith on behalf of the Partnership and in a manner reasonably believed by them to be within the scope of the authority granted to them by this Agreement and in the best interests of the Partnership, except for the gross negligence, willful misconduct, or any breach of their fiduciary duty with respect to such acts or omissions.

(b) Without limiting the foregoing, the Partnership shall indemnify and hold harmless each of the General Partners and their Affiliates from and against and in respect of, any and all damages (including punitive damages), losses, expenses (including, without limitation, court costs, arbitration fees and attorneys' fees and expenses of investigation), claims (including amounts paid in settlement), demands, suits, causes of action, proceedings, judgments, fines, penalties and other liabilities or obligations of any nature, which the General Partners and/or their Affiliates or any of them may incur, suffer or become liable for arising from or occurring or relating to actions or omissions to act.

ARTICLE VII
BANKRUPTCY, WITHDRAWAL, DEATH OR INCAPACITY OF THE GENERAL PARTNERS

7.1 Bankruptcy; Removal; Withdrawal; Death or Incapacity of a General Partner. Upon the Bankruptcy, removal, withdrawal, death or incapacity of any General Partner or upon the occurrence of any other event which would cause the withdrawal of a General Partner, the business of the Partnership shall be continued with the Partnership property by the remaining General Partners, if any, who by the execution of this Agreement expressly agrees to continue the business of the Partnership.

7.2 Continuation of Partnership. In the event of the Bankruptcy, removal, withdrawal, death or incapacity of the General Partners or upon the occurrence of any other event which would cause the withdrawal of the General Partners under applicable law, the business of the Partnership shall be continued if, within ninety (90) days after such event, a Majority-In-Interest of the Limited Partners shall agree in writing to continue the business of the Partnership and to the appointment of one or more Persons to be a substitute General Partner/s. If the business of the Partnership shall be continued after the Bankruptcy, removal, withdrawal, death or incapacity of a General Partner, the status of such General Partner or its legal representatives or successors in interest shall be changed to that of Limited Partner entitled to share in the capital, allocations and distributions of the Partnership to the same extent as was the General Partner prior to its Bankruptcy, removal, withdrawal, death or incapacity. If a Limited Partner is designated pursuant to this Section 7.2 to be a General Partner of the Partnership, the status of such Partner shall be changed to that of General Partner, except that such Partner shall continue to be entitled to allocations and distributions as contemplated by this Agreement as if such Partner continued to be a Limited Partner.

ARTICLE VIII
TRANSFERS OF PARTNERSHIP INTERESTS

8.1 Assignment by Limited Partners. Except as otherwise expressly provided in Section 6.2, this Section 8.1 or Section 8.3, a Limited Partner shall not sell, assign or encumber all or any part of his Interest to any other Person, whether or not the assignee as a Limited Partner is in compliance with the following conditions:

(a) the assignment shall be set forth in a written instrument in form and substance acceptable to legal counsel to the Partnership which (i) states that the assignee desires to be substituted as a Limited Partner and accepts and adopts all of the terms and provisions of this Agreement, and (ii) provides for the payment by the parties to the assignment of all reasonable expenses incurred by the .Partnership in connection with the substitution, including but not limited to the cost of obtaining opinions of legal counsel, preparing the necessary amendment to this Agreement, the filing of a Supplemental Declaration of Limited Partnership and/or additional supplemental declarations, if required, and all legal fees in connection with any of the foregoing;

(b) if requested by the General Partners, the Partnership shall obtain an opinion of legal counsel acceptable to the General Partners, or shall require the parties to the assignment to provide to the Partnership an opinion of legal counsel acceptable to the General Partners, to the effect that the assignment is exempt from registration and qualification under the Securities Act of 1933, as amended, and all applicable state securities laws.

8.2 Void Transfers; Effective Date.

(a) Assignment of a Limited Partner’s Interest to a minor or person adjudged insane or incompetent is prohibited (unless by will or intestate succession), and consent of the General Partners to any such assignment shall be void and of no effect.

(b) Any purported assignment of a Limited Partner’s Interest otherwise than by way of substitution in accordance with this Article VIII shall be of no effect as between the Partnership and the purported assignee and shall be unenforceable as against the Partnership and the General Partners. The General Partners shall not be charged with actual or constructive notice of any such purported assignment and are expressly prohibited from making allocations and distributions under this Agreement in accordance with any such purported assignment.

(c) Any substitution of Limited Partners shall (unless otherwise agreed by the General Partners or required by law) become effective for all purposes as of the first day of the month in which all the conditions of the substitution have been satisfied. Any Person substituted as a Limited Partner pursuant to Section 8.1 shall (except as otherwise expressly provided in this Agreement) be a Limited Partner for all purposes of this Agreement to the extent of the Interest acquired by that Person.

8.3 Bankruptcy, Dissolution, Death or Incompetency of a Limited Partner. Upon the Bankruptcy, dissolution, termination, death or adjudication of insanity or incompetency of a Limited Partner (such Limited Partner in such event being referred to as an “Affected Limited Partner”), (a) no dissolution of the Partnership shall be effected thereby and the remaining Partners shall continue the Partnership and its business until the termination thereof as provided in this Agreement, and (b) the executors, administrators or other legal representatives of the Affected Limited Partner shall be entitled to receive allocations, distributions and reports hereunder and to assign the Interest of the Affected Limited Partner as provided in Section 8.1 hereof, but neither such legal representatives nor any assignee of any portion of the Affected Limited Partner’s Interest shall for any purpose hereof become or be deemed to become a Limited Partner or be admitted to the Partnership as a substitute Limited Partner in the place and stead of the Affected Limited Partner except in accordance with the provisions of Section 8.1.

ARTICLE IX
ACCOUNTING AND RECORDS; CERTAIN TAX MATTERS

9.1 Books and Records. The General Partners shall keep at the Partnership’s principal office in the Channel Islands or at such other location as may be allowed by law separate books of account for the Partnership which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in accordance with generally accepted accounting principles consistently applied.

Each Partner shall, at its sole expense, have the right, upon reasonable notice to the General Partners, to examine, copy and audit the Partnership’s books and records during normal business hours.

9.2 Reports. The General Partners, at the expense of the Partnership shall, if required by a majority in interest of the Limited Partners, cause to be prepared and distributed to the Limited Partners within 120 days after the expiration of each Fiscal Year, a balance sheet and profit and loss statement prepared by the Auditors.

9.3 Tax Returns. The General Partners shall cause the Auditors to prepare all income and other tax returns of the Partnership required to be filed not later than the date when such

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filings are required by applicable law in any appropriate country. Each of the Partners shall, in its respective income tax return and other statements filed with the Internal Revenue Service or other taxing authority as appropriate, report taxable income in accordance with the provisions of this Agreement.

9.4 Bank Accounts. The bank accounts of the Partnership shall be maintained in such banking institutions as the General Partners determine and withdrawals shall be made only in the regular course of Partnership business and as otherwise authorized in this Agreement on such signature or signatures as the General Partners may determine. The funds of the Partnership shall not be commingled with the funds of any other person.

ARTICLE X
DISSOLUTION AND TERMINATION

10.1 Distribution Upon Liquidation of the Partnership. Any proceeds received and all assets and securities held by the Partnership in connection with the liquidation of the Partnership, or other distributions made on liquidation, shall be distributed (after giving effect to all charges and credits to Capital Accounts resulting from allocations and prior distributions) as follows and in the following order or priority:

(a) first, to the payment of debts and liabilities of the Partnership to the extent required (including all expenses of the Partnership incident to any such liquidation of the Partnership, other than loans or other debts and liabilities of the Partnership to Partners or any Affiliates);

(b) second, to the setting up of any reserves which the General Partners deem reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;

(c) third, to the repayment of any unrepaid loans theretofore made by the Partners or any Affiliates to the Partnership for Partnership obligations, and to the payment of any other debts and liabilities of the Partnership to Partners or any Affiliates; and ,

(d) fourth, the underlying assets of the Partnership will, after discharging the liabilities (if any) of the Partnership at that time, excluding the initial capital contribution made by each Limited Partner listed on Exhibit A, as amended from time to time, be distributed in specie to the Limited Partners pro rata to the Interests held by them respectively in the Partnership. Such distribution shall be, and be deemed to be, in full satisfaction of each Limited Partner's right, if any, to claim repayment of all or any portion of his Capital Contribution listed on Exhibit A hereto, as amended from time to time.

ARTICLE XI
AMENDMENTS

11.1 Amendments Adopted Solely by the General Partners. The General Partners may, without the consent of any Limited Partner, amend any provision of this Agreement and execute whatever documents may be required in connection therewith to reflect:

(a) a change in the name of the Partnership or the location of the principal places of business of the Partnership;

(b) the admission of a substituted Limited Partner in accordance with this Agreement;

(c) a change which is necessary to qualify the Partnership under the laws of any jurisdiction or which is necessary and advisable in the opinion of the General Partners to assure that the Partnership will not be treated as an association taxable as a corporation and not as a partnership;

(d) a change of address of any Partner; or

(e) any other amendment which is administerial or similar to the foregoing.

11.2 Amendments to be Adopted by General Partners and Partners. All amendments to this Agreement shall be in writing and, except as provided in Section 12.16, shall be approved by the General Partners and by a Majority in Interest of the Limited Partners, unless a greater vote or the specific approval of a Partner is required by this Agreement in which case such greater vote or specific consent shall be required

ARTICLE XII
MISCELLANEOUS

12.1 Address and Notices.

(a) Each party chooses the address set out in Exhibit A hereto ("domicilium") for all the purposes arising from or pursuant to this Agreement.

(b) Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

(c) Any notice given and any payment made by any party to the other ("the addressee") which:

(i) is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

(ii) is posted by prepaid registered airmail post to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

12.2 Successors and Assigns. Subject to the restrictions on transfer set forth herein, this Agreement shall bind and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

12.3 No Oral Modifications; Amendments. No oral amendment of this Agreement shall be binding on the Partners or the Partnership. Any modification or amendment of this Agreement must be in writing signed by or on behalf of all of the Partners.

12.4 Captions. Any article, section or paragraph titles or captions contained in this Agreement and the table of contents are for convenience of reference only and shall not be deemed a part of this Agreement.

12.5 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require. Any references to the Code or other statutes or laws shall include all amendments, modifications or replacements of the specific sections and provisions concerned.

12.6 Invalidity. If any provision of this Agreement shall be held invalid, it shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

12.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the Partners, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

12.8 Further Assurances. The parties hereto agree that they will cooperate with each other and will execute and deliver or cause to be delivered, all such other instruments, and will take all such other actions, as either party hereto may reasonably request from time to time in order to effectuate the provisions and purposes hereof.

12.9 Complete Agreement. No party shall be bound by any representation, warranty, promise or the like not recorded herein.

12.10 Attorneys' Fees. If any proceeding is brought by one Partner against one or more of the other Partners to enforce, or for breach of, any of the provisions in this Agreement, the prevailing Partner(s) shall be entitled in such proceeding to recover reasonable attorneys' fees together with the costs of such proceeding therein incurred.

12.11 Disputes.

(a) Any dispute of whatever nature pursuant to this Agreement or its termination shall, at the instance of any of the parties, be referred for determination to an expert.

(b) The expert shall:

(i) if the matter in issue is an accounting matter only, be an independent auditor agreed upon among the parties to the dispute or, failing such agreement, nominated by the Chairman for the time being of the London Bar Council;

(ii) if the matter is a legal matter only, be a Queen's Counsel, of at least ten years standing as such and practicing as such at the London Bar, agreed upon among the parties or, failing such agreement, nominated by the Chairman for the time being of the London Bar Council;

(iii) if the matter in dispute is any other matter, be an independent person agreed upon among the parties or, failing such agreement, nominated by the Chairman for the time being of the London Bar Council.

(c) The expert appointed or nominated as aforesaid shall in all respects act as an expert and not as an arbitrator.

(d) Any hearing by the expert shall be held in London.

(e) The parties shall use their reasonable endeavors to procure that the decision of the expert shall be given within thirty days or so soon thereafter as possible after it has been demanded.

(f) The expert's decision shall be final and binding on all parties, shall be carried into effect and may be made an order of any competent Court at the instance of any of the parties.

(g) This clause constitutes an irrevocable consent by the parties to any proceedings in terms hereof and none of the parties shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause.

(h) The provisions of this Section 12.11 shall not preclude any party from instituting any interdict, injunction or any similar proceedings in any court.

12.12 Proper Law. The validity of this Agreement, its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of or pursuant to this Agreement or its termination for any reason, shall be determined in accordance with the laws of the Cayman Islands. The parties hereby submit to the non-exclusive jurisdiction of the English Courts, but this Agreement may be enforced in any court of competent jurisdiction.

12.13 No Third Party Beneficiary. Any agreement to pay any amount and any assumption of liability herein contained, express or implied, shall be only for the benefit of the Partners and their respective heirs, successors and assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any indebtedness or any other Person, whomsoever, it being the intention of the Partners that no one shall be deemed to be a third party beneficiary of this Agreement.

12.14 Exhibits. Each of the Exhibits attached hereto are hereby incorporated herein and made a part hereof for all purposes, and references herein thereto shall be deemed to include this reference and incorporation.

12.15 References to this Agreement. Numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections, respectively, of this

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Agreement unless otherwise expressly stated. The words “herein,” “hereof,” “hereunder,” “hereby,” “this Agreement” and other similar references shall be construed to mean and include this Partnership Agreement and all amendments thereof and supplements thereto unless the context shall clearly indicate or require otherwise.

12.16 Special Power of Attorney. Each Limited Partner hereby makes, constitutes and appoints any and all of the General Partners, with full power of substitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit, to sign, swear to, acknowledge, file and record:

(a) this Partnership Agreement and amendments thereto, and a Declaration relating to the Partnership and/or a Certificate of Limited Partnership and amendments thereto, under the laws of Cayman Islands or the laws of any other jurisdiction in which such a certificate is required to be filed or where the General Partners determine such a filing to be advisable;

(b) any other instrument which may be required to be filed by the Partnership under the laws of any jurisdiction or any governmental agency or which the General Partners deem it advisable to file, from time to time; and

(c) any documents which may be required from time to time to effect the continuation of the Partnership, the admission of a substitute or additional Limited Partner, or the dissolution and termination of the Partnership, provided such continuation, admission or dissolution and termination are in accordance with the terms of the Partnership Agreement.

The foregoing grant of authority:

(a) is a special power of attorney coupled with an interest, is irrevocable and shall survive the death of Participant;

(b) shall, survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest for the sole purpose of enabling the General Partners to execute, acknowledge, swear to and file any instrument necessary to effect such substitution; and

(c) shall terminate on the dissolution and liquidation of the Partnership.

12.17 Reliance on Authority of Person Signing Agreement. If a Partner is a trust (with or without disclosed beneficiaries), general partnership, limited partnership, estate, corporation, or any entity other than a natural person, the Partnership and the Partners shall:

(a) not be required to determine the authority of the person signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such person;

(b) not be required to see to the application or distribution of proceeds paid or credited to persons signing this Agreement on behalf of such entity;

(c) be entitled to rely on the authority of the person signing this Agreement with respect to the voting of the Interest of such entity and with respect to the giving of consent on behalf of such entity in connection with any matter for which consent is permitted or required under this Agreement; and

(d) be entitled to rely upon the authority of any general partner, joint partner, or successor trustee, or president or vice president, as the case may be, of any such entity the same as if such person were the person originally signing this Agreement on behalf of such entity.

12.18 Consents and Approvals. Whenever the consent or approval of a Partner is required by this Agreement, such Partner shall have the right to give or withhold such consent or approval in its sole discretion, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

GENERAL PARTNERS

/s/ Rodney Cyril Sacks
Rodney Cyril Sacks

/s/ Hilton Hiller Schlosberg
Hilton Hiller Schlosberg

LIMITED PARTNERS

MMC Investments Limited

By: /s/ Frank Walters
Name: Frank Walters
Title: Director

Brandon Securities Limited

By: /s/ Frank Walters
Name: Frank Walters
Title: Director

Serial Limited

By: /s/ Leonard Durham
Name: Leonard Durham
Title: Duly Authorized

Hazelwood Investments Limited

By: /s/ Leonard Durham
Name: Leonard Durham
Title: Duly Authorized

Sector Enterprises Inc.

By: /s/ Leonard Durham
Name: Leonard Durham
Title: Director