
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
Under the Securities Act of 1933

HANSEN NATURAL CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation or Organization)
1010 Railroad Street

39-1679918
(I.R.S. Employer
Identification No.)

Corona, California 92882
(Address of Principal Executive Offices) (Zip Code)
2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors
(Full Title of the Plan)

Rodney C. Sacks
Chairman of the Board of Directors
and Chief Executive Officer
Hansen Natural Corporation
1010 Railroad Street
Corona, California 92882
(Name and Address of Agent for Service)

(951) 739-6200
(Telephone Number, Including Area Code, of Agent for Service)

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

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be Registered(1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price(2)	Amount of Registration fee(2)
Common stock, par value \$0.005 per share.	200,000 shares	\$90.06	\$18,011,000	\$1,927.18

(1) Represents the maximum aggregate number of shares of common stock, par value \$0.005 per share (the "Common Stock") of Hansen Natural Corporation, a Delaware corporation (the "Company," the "Registrant," "we," "us," or "our") granted or available to be granted under the Company's 2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors (the "Plan") plus such indeterminate number of shares of Common Stock of the Registrant as may be issued to prevent dilution resulting from any stock dividends, stock splits or similar transactions in accordance with Rule 416 of the Securities Act of 1933, as amended (the "Securities Act").

(2) Estimated pursuant to Rules 457(c) and 457(h) of the Securities Act solely for the purpose of calculating the registration fee. The estimate of the proposed maximum aggregate offering price has been calculated based on the offering of all 200,000 shares registered under the registration statement, at a price of \$90.06 per share, which is the average of the high and low prices of the Registrant's Common Stock as quoted on the Nasdaq Capital Market on January 30, 2006.

PART I

INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants in the plan covered by this Registration Statement in accordance with Form S-8 and Rule 428(b)(1) of the Securities Act. Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

The documents incorporated by reference in Item 3 of Part II of this Registration Statement are available to participants in the Plan, without charge, upon written or oral request, and they are also incorporated by reference in the Section 10(a) prospectus described in Item 1, above. Such request should be directed to the Registrant at the address and telephone number listed on the cover page of this Registration Statement.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The Company is subject to the informational and reporting requirements of Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Commission. The following documents previously filed with the Commission by the Registrant pursuant to the Exchange Act, are incorporated by reference herein:

- (1) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2004, as amended;
- (2) The Registrant's Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2005, June 30, 2005 and September 30, 2005;
- (3) The Registrant's Current Reports on Form 8-K, dated May 10, 2005, July 18, 2005, August 2, 2005, August 9, 2005, August 11, 2005, September 22, 2005, November 4, 2005, November 9, 2005, November 11, 2005, November 17, 2005 and January 10, 2006; and

- (4) The description of the Registrant's Common Stock, contained in Post-Effective Amendment No. 12 to the Registrant's Registration Statement on Form S-3 (File No. 33-35796) filed on August 4, 1993, including any amendment thereto or report filed for the purpose of updating such description.

All documents subsequently filed with the Commission by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be part hereof from the date of filing of such documents. Any statement contained in this Registration Statement, or in a document incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Certain legal matters relating to the Common Stock registered hereby are being passed upon for the Registrant by Schulte Roth & Zabel LLP. Benjamin M. Polk, a partner of Schulte Roth & Zabel LLP, is a member of the Board of Directors of the Registrant.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law, as amended (the "DGCL"), permits, under certain circumstances, the indemnification of any person with respect to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to which such person was or is a party or is threatened to be made a party by reason of the fact that such person is or was a director, officer, employee, or agent of the corporation or was serving in a similar capacity for another enterprise at the request of the corporation. To the extent that a director, officer, employee, or agent of the corporation has been successful in defending any such proceeding, the DGCL provides that he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

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

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

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

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

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

Under Section 13 of the Plan, no member of the Board of Directors (the "Board") shall be personally liable for any action, determination, or interpretation taken or made with respect to the Plan or any award thereunder. The Registrant shall indemnify all members of the Board to the extent permitted by law, from and against any and all liabilities, costs, and expenses incurred by such persons as a result of any act, or omission to act, in connection with the performance of such persons' duties, responsibilities, and obligations under the Plan.

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

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

The Index to Exhibits immediately preceding the exhibits is attached hereto and incorporated herein by reference.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the

Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Corona, the State of California, on January 31, 2006.

HANSEN NATURAL CORPORATION

By: /s/ Rodney C. Sacks

Name: Rodney C. Sacks
Title: Chairman of the Board of Directors
and Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Rodney C. Sacks and Hilton H. Schlosberg, and each of them (with full power to each of them to act alone), his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, to do any and all acts and things and execute, in the name of the undersigned, any and all instruments which said attorneys-in-fact and agents may deem necessary or advisable in order to enable Hansen Natural Corporation to comply with the Securities Act of 1933, as amended, and any requirements of the Securities and Exchange Commission in respect thereof, in connection with the filing with the Securities and Exchange Commission of the registration statement on Form S-8 under the Securities Act, including specifically, but without limitation, power and authority to sign the name of the undersigned to such registration statement, and any amendments to such registration statement (including post-effective amendments), and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, to sign any and all applications, registration statements, notices or other documents necessary or advisable to comply with applicable state securities laws, and to file the same, together with other documents in connection therewith with the appropriate state securities authorities, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and to perform each and every act and thing requisite or necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, and any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

Signatures	Title	Date
----- /s/ Rodney C. Sacks ----- Rodney C. Sacks	Chairman of the Board of Directors and Chief Executive Officer (principal Executive officer)	January 31, 2006
----- /s/Hilton H. Schlosberg ----- Hilton H. Schlosberg	Vice Chairman of the Board of Directors, President, Chief Operating Officer, Chief Financial Officer and Secretary (principal financial officer, controller, and principal accounting officer)	January 31, 2006
----- /s/Norman C. Epstein ----- Norman C. Epstein	Director	January 31, 2006
----- /s/Benjamin M. Polk ----- Benjamin M. Polk	Director	January 31, 2006
----- /s/ Sydney Selati ----- Sydney Selati	Director	January 31, 2006
----- /s/ Harold C. Taber, Jr. ----- Harold C. Taber, Jr.	Director	January 31, 2006
----- /s/ Mark S. Vidergauz ----- Mark S. Vidergauz	Director	January 31, 2006

INDEX TO EXHIBITS

Exhibit No.	Description
4.1	2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors Plan
5.1	Opinion of Schulte Roth & Zabel LLP
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of Schulte Roth & Zabel LLP (included in Exhibit 5.1)
24.1	Powers of attorney (included in this Registration Statement under "Signatures")

2005 HANSEN NATURAL CORPORATION

STOCK OPTION PLAN

FOR NON-EMPLOYEE DIRECTORS

1. Purpose

The purpose of the 2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors is to attract and retain persons of ability as directors of Hansen Natural Corporation and to further align the economic interests of directors with those of the Company's stockholders. The Plan is effective as of May 1, 2005, subject to stockholder approval pursuant to Section 11.

2. Definitions

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

"Additional Option" shall have the meaning ascribed to such term in Section 4(a).

"Beneficiary" means the beneficiary or beneficiaries designated pursuant to Section 6 to receive the benefit, if any, provided under the Plan upon the death of a Director.

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

"Change in Control" means (i) the acquisition of "beneficial ownership" by any person (as defined in Rule 13d-3 under the Securities Exchange Act of 1934), corporation or other entity other than the Company or a wholly-owned subsidiary of the Company of 50% or more of the outstanding Stock, (ii) the sale or disposition of substantially all of the assets of the Company or (iii) the merger of the Company with another corporation in which the Stock is no longer outstanding after such merger.

"Code" means the Internal Revenue Code of 1986, as amended.

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

"Director" means a member of the Board.

"Eligible Director" means a Director: (i) who is not an employee of the Company or its subsidiaries or affiliates, (ii) who does not serve as a consultant of the Company or its subsidiaries or affiliates and (iii) whom the Company is not contractually obligated to nominate as a Director.

"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 quotation system of the National Association of Securities Dealers, Inc.

“Fair Market Value” means, as of any date, the closing price on the Exchange for one share of Stock on such date. In the event that the Company’s shares are not publicly traded on an Exchange, a good faith determination by the Board shall be the Fair Market Value for all purposes.

“Option” means a non-qualified option to purchase Stock subject to the applicable provisions of Section 4 and awarded in accordance with the terms of the Plan.

“Option Agreement” means the written agreement evidencing each Option granted to an Eligible Director under the Plan.

“Plan” means the 2005 Hansen Natural Corporation Stock Option Plan For Non-Employee Directors, as the same may be amended, administered or interpreted from time to time.

“Shareholder Approval Date” means the date that the Plan is approved by the shareholders of the Company.

“Stock” means the common stock of the Company.

“Total Disability” means the complete and permanent inability of a Director to perform all of his or her duties as a Director, as determined by the Board upon the basis of such evidence, including independent medical reports and data, as the Board 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 100,000 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 under the Plan are not delivered or are reacquired by the Company, for reasons including, but not limited to, termination of directorship, or expiration or a cancellation with the consent of a Director of an Option, such shares of Stock shall again become available for award under the Plan.

4. Grant of Stock Options

(a) Subject to the provisions of the Plan, an Eligible Director who is first elected or appointed to the Board after May 1, 2005 shall be granted an Option to purchase 3,000 shares of Stock, which grant shall be effective as of the later of the date such Eligible Director is elected or appointed to the Board and the Shareholder Approval Date. Commencing on the later of the Shareholder Approval Date and the fifth anniversary of the date that an Eligible Director was first elected or appointed to the Board (whether first elected or appointed to the Board before or after May 1, 2005), and on each five-year anniversary of such date thereafter, each Eligible Director shall receive an additional grant of an Option to purchase 2,400 shares of Stock (an “Additional Option”). Notwithstanding the foregoing, (A) no Option shall be granted after the expiration of ten years from the effective date of the Plan, (B) the exercise

period for Options shall be ten years from the date of grant, and (C) the exercise price per share shall be equal to the greater of the par value of one share of Stock if the Stock has a par value and the Stock's Fair Market Value at the date of grant of the Option.

(b) (i) Except as otherwise set forth in paragraph (ii) below, each Option shall become vested and exercisable with respect to the shares subject to the Option in accordance with the following schedule, provided that the optionee is an Eligible Director on such dates:

<u>Date</u>	<u>Percentage of Option Exercisable</u>
Date of Grant	0%
First Anniversary of Grant	25%
Second Anniversary of Grant	50%
Third Anniversary of Grant	75%
Fourth Anniversary of Grant	100%

(ii) Notwithstanding the foregoing, each Additional Option that is granted on the Shareholder Approval Date shall become vested and exercisable with respect to the shares subject to such Additional Option in accordance with the following schedule, provided that the optionee is an Eligible Director on such dates:

<u>Date</u>	<u>Percentage of Option Exercisable</u>
Shareholder Approval Date	25%
May 1, 2006	50%
May 1, 2007	75%
May 1, 2008	100%

(iii) Notwithstanding any provision of the Plan to the contrary, pursuant to Section 11, in no event may an Option be granted hereunder prior to the Shareholder Approval Date.

(c) (i) If a Director's membership on the Board terminates for any reason other than death or Total Disability, his or her Options may be exercised to the extent vested, at any time, or from time to time, within three months after the date of the termination, but not later than the expiration date specified in Section 4(a) above; provided, further, that all unvested Options shall automatically terminate on the date of such termination.

(ii) If a Director dies while a Director, his or her Options may be exercised to the extent vested by his or her Beneficiary including, if applicable, his or her executors or administrators, at any time, or from time to time, within twelve months after the date of the Director's death, but no later than the expiration date specified in Section 4(a) above;

provided, further, that all unvested Options shall automatically terminate on the date of such termination.

(iii) If the Director's membership on the Board terminates because of his or her Total Disability, he or she may exercise his or her Options to the extent vested at anytime, or from time to time, within twelve months after the date of the termination, but not later than the expiration date specified in Section 4(a) above; provided, further, that all unvested Options shall automatically terminate on the date of such termination.

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

(e) Each Option granted under the Plan shall be evidenced by a written Option Agreement, in a form approved by the Board. Such Option Agreement shall be subject to and incorporate the express terms and conditions, if any, required under the Plan or as required by the Board for the form of Option granted and such other terms and conditions as the Board may specify. Further, each such Option Agreement shall provide that unless at the time of exercise of the Option 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 Stock being acquired pursuant to the Option, the Director 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 any such shares. In the absence of such registration statement, the Director 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.

(f) 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 Board deems appropriate, having a total fair market value equal to the exercise price.

5. Certificates for Awards of Stock

(a) Each Director 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 Director, 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 (i) the listing of such shares on any stock exchange on which the Stock may then be listed and (ii) 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 Board shall, in its sole discretion, determine to be necessary or advisable.

(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 Board 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 Board 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 Board determines that application of such provisions is no longer required or desirable. In making such determination, the Board may rely upon an opinion of counsel for the Company.

(d) Each Director who receives Stock upon exercise of an Option shall have all of the rights of a stockholder with respect to such shares, including the right to vote the shares and receive dividends and other distributions. No Director awarded an Option shall have any right as a stockholder 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. Beneficiary

(a) Each Eligible Director shall file with the Company a written designation of one or more persons as the Beneficiary who shall be entitled to receive the Option, if any, awarded under the Plan upon his or her death. A Director 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 Director'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 Director's death, or if no designated Beneficiary survives the Director or if such designation conflicts with law, the Director's estate shall be entitled to receive the Option, 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, the Company may retain such Option, without liability for any income thereon, until the Company determines the rights thereto, or the Company may transfer such Option into any court of appropriate jurisdiction and such payment shall be a complete discharge of the liability of the Company therefor.

7. Administration of the Plan

(a) The Plan shall be administered by the Board. The Plan is intended to be a “formula plan” for purposes of Rule 16b-3(d) under the Securities Exchange Act of 1934 and shall be administered by the Board in a manner consistent with the requirements of such Rule.

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

(c) The Board 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 Board’s decisions and determinations under the Plan need not be uniform and may be made selectively among Directors, whether or not such Directors are similarly situated.

8. 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 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.

9. Adjustments in Event of Change in Common Stock

(a) Subject to Section 9(b), in the event of any change in the outstanding Stock by reason of any stock recapitalization, merger, consolidation, combination or exchange of shares, the kind of shares subject to Options and their purchase price per share (but not the number of shares) shall be appropriately adjusted consistent with such change in such manner as the Board may deem equitable. In the event of a stock dividend or stock split the kind of shares, their purchase price per share and the number of shares shall be appropriately adjusted, consistent with such change in such manner as the Board may deem equitable. Any adjustment so made shall be final and binding.

(b) Notwithstanding anything else herein to the contrary, upon the occurrence of a Change in Control, any outstanding Options not theretofore exercisable shall immediately become exercisable in their entirety, and the Company may require the mandatory surrender by all optionees of some or all of the then-outstanding Options held by such optionees as of the date of such Change of Control, in which event the Company shall thereupon cancel such Options and the Company shall pay to each such optionee an amount of cash equal to (i) the difference between (A) the closing price of the Stock on the date of such Change in Control and

(B) the exercise price of the Option times (ii) the number of shares of Stock underlying such Option.

10. Miscellaneous

(a) Nothing in this Plan or any Option Agreement hereunder shall confer upon any Director any right to continue as a member of the Board.

(b) No Director shall have any claim to an Option 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.

(c) If the Board shall find that any person to whom any Option, 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 Board 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 Board 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.

(d) The right of any Director or other person to any Option 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 6 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 right to acquire shares or exercise Options granted under the Plan would be made subject to the debts or liabilities of the Director or his or her Beneficiary or would otherwise devolve upon anyone else and not be enjoyed by the Director or his or her Beneficiary, then the Board 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 Director, 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 Director (or, in the event of his or her death, those of his or her Beneficiary) in such manner as the Board may deem proper.

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

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

(g) The Plan and the grant of Options 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.

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

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

(j) 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.

(k) 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 Stock.

11. Effective Date

The effective date of the Plan shall be May 1, 2005, subject to approval by a majority of the Company's stockholders at their 2005 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, Directors may be selected and award criteria may be determined as provided herein subject to such subsequent stockholder approval; provided, however, that, in no event may an Option be granted hereunder prior to the Shareholder Approval Date.

12. Governing Law

The Plan 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 law.

13. Indemnification

No member of the Board shall be personally liable for any action, determination, or interpretation taken or made with respect to the Plan or any award there under,. The Company shall indemnify all members of the Board to the extent permitted by law, from and against any and all liabilities, costs, and expenses incurred by such persons as a result of any act, or omission to act, in connection with the performance of such persons' duties, responsibilities, and obligations under the Plan.

14. Code Section 409A

The Plan and all benefits derived there from are not intended to constitute compensation deferred under a nonqualified deferred compensation plan as contemplated in Section 409A of the Code. Accordingly, notwithstanding any other provision of the Plan, the provisions of the Plan will be interpreted consistent with the preceding sentence, and the Board may modify the Plan to the extent it deems advisable to prevent the application of Section 409A of the Code.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8, of our reports dated March 14, 2005, relating to the financial statements and financial statement schedule of Hansen Natural Corporation, and management's report on the effectiveness of internal control over financial reporting appearing in the Annual Report on Form 10-K of Hansen Natural Corporation for the year ended December 31, 2004.

Costa Mesa, California
January 31, 2006

January 31, 2006

Hansen Natural Corporation
1010 Railroad Street
Corona, California 92882

Dear Sirs:

We have acted as counsel to Hansen Natural Corporation, a Delaware corporation (the "Company"), in connection with the preparation and filing by the Company with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-8 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), relating to the offer and sale of a maximum of 200,000 shares of the Company's common stock, par value \$.005 per share (the "Shares") issuable to participants in the Company's 2005 Hansen Natural Corporation Stock Option Plan for Non-Employee Directors (the "Plan").

In this capacity, we have examined originals, telecopies or copies, certified or otherwise identified to our satisfaction, of such records of the Company and all such agreements, certificates of public officials, certificates of officers or representatives of the Company and others, and such other documents, certificates and corporate or other records as we have deemed necessary or appropriate as a basis for this opinion.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons signing or delivering any instrument, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents.

Based upon the foregoing, and having regard for such legal considerations as we deem relevant, we are of the opinion that the Shares have been duly authorized by the Company and, when issued and delivered to plan participants in accordance with the terms of the Plan, will be validly issued, fully paid and nonassessable.

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

Very truly yours,

/s/ Schulte Roth & Zabel, LLP