

As filed with the Securities and Exchange Commission
on September 18, 1996

Registration No. _____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

NATIONAL BEVERAGE CORP.

(Exact name of registrant as specified in its charter)

DELAWARE

(State or other jurisdiction of incorporation or organization)

59-2605822

(IRS Employer Identification No.)

ONE NORTH UNIVERSITY DRIVE
FORT LAUDERDALE, FLORIDA 33324

(Address of principal executive offices)

NATIONAL BEVERAGE CORP.
1991 OMNIBUS INCENTIVE PLAN
NATIONAL BEVERAGE CORP.
OUTSIDE DIRECTOR STOCK OPTION AGREEMENTS

(Full Title of the Plans)

NICK A. CAPORELLA
CHAIRMAN AND CHIEF EXECUTIVE OFFICER
NATIONAL BEVERAGE CORP.
ONE NORTH UNIVERSITY DRIVE
FT. LAUDERDALE, FLORIDA 33324

(Name and address of agent for service)

(954) 581-0922

(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share (1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, par value \$0.01 per share	225,000	\$18.50	\$4,162,500	\$1,435.35

(1) Estimated solely for the purpose of determining the amount of the registration fee. Such estimates have been calculated in accordance with Rule 457(h) under the Securities Act of 1933, as amended, and are based on the closing price per share of the Registrant's Common Stock as reported on the American Stock Exchange on September 17, 1996.

NOTE

An aggregate of 480,000 shares of the Common Stock, par value \$0.01 per share, of National Beverage Corp., a Delaware corporation (the "Company" or "Registrant"), issuable under the Company's 1991 Omnibus Incentive Plan were registered on a Registration Statement on Form S-8 (Registration No. 33-95308) filed with the Securities and Exchange Commission (the "Commission") on August 1, 1995. 220,000 additional shares issuable under this plan and 5,000 shares issuable under Outside Director Stock Option Agreements are being registered hereunder.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by the Registrant with the Commission pursuant to the Securities and Exchange Act of 1934, as amended (the "Exchange Act") are hereby incorporated by reference:

1. The Registrant's Annual Report on Form 10-K for the fiscal year ended April 27, 1996; and
2. The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A, as amended or updated pursuant to the Exchange Act.

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

II-1

3

Item 4. Description of Securities.

Inapplicable.

Item 5. Interests of Named Experts and Counsel.

Inapplicable.

Item 6. Indemnification of Directors and Officers.

As permitted by Section 102(b) of the Delaware General Corporation Law ("DGCL") the Company's Restated Certificate of Incorporation provides that no director shall be personally liable to the Company or its stockholders for monetary damages for breach of the director's fiduciary duty, provided that, to the extent required by the provisions of Section 102(b)(7) of the DGCL, the provision in the Restated Certificate of Incorporation shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the DGCL (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions), or (iv) for any transaction from which a director derived an improper personal benefit.

In addition, as permitted by Section 145 of the DGCL, the Company's

Restated Certificate of Incorporation provides that (i) the Registrant is required to indemnify its directors and officers and persons serving in such capacities in other business enterprises (including, for example, subsidiaries of the Registrant) at the Registrant's request to the maximum extent permitted by the DGCL, including those circumstances in which indemnification would otherwise be discretionary; (ii) the Registrant may, in its discretion, indemnify employees and agents serving at the request of the Company where indemnification is not required by law; (iii) the Registrant is required to advance the expenses, as incurred, to its directors, officers and other indemnitees in connection with defending a proceeding, provided that, if the DGCL so requires, the payment of such expenses shall be made only upon receipt of an undertaking by the indemnitee to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to indemnification; (iv) the rights conferred in the Restated Certificate of Incorporation are not exclusive and the Registrant is authorized to enter into indemnification agreements with its directors, officers and employees; and (v) the Registrant may not retroactively amend the Restated Certificate of Incorporation provisions in a way that is adverse to such directors, officers and employees.

II-2

4

The Company also maintains director and officer liability insurance.

Item 7. Exemption from Registration Claimed.

Inapplicable.

Item 8. Exhibits.

See "Exhibit Index" on Page II-7.

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 of 1933, as amended (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;

(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;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference 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 Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 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 Securities and Exchange 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 of 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 of 1933, as amended, 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 Fort Lauderdale, and the State of Florida, this 19th day of September, 1996.

NATIONAL BEVERAGE CORP.

By: /s/ Nick A. Caporella

Nick A. Caporella
Chairman of the Board, Director,
President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Nick A. Caporella and Joseph G. Caporella, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same, with all exhibits thereto and all documents in connection

therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the date indicated:

Signature -----	Title -----	Date -----
/s/ Nick A. Caporella ----- NICK A. CAPORELLA	Chairman of the Board, Director, President and Chief Executive Officer (principal executive and financial officer)	September 19, 1996
/s/ S. Lee Kling ----- S. LEE KLING	Director	September 19, 1996
/s/ Joseph L. Klock, Jr. ----- JOSEPH P. KLOCK, JR.	Director	September 19, 1996
/s/ Joseph G. Caporella ----- JOSEPH G. CAPORELLA	Director and Executive Vice President	September 19, 1996
/s/ Dean A. McCoy ----- DEAN A. MCCOY	Vice President-Controller (principal accounting officer)	September 19, 1996

II-6

8

EXHIBIT INDEX

Exhibit Number -----	Description -----
4.1	Restated Certificate of Incorporation of National Beverage Corp. (incorporated by reference to Exhibit 3.1 of the Registrant's Registration Statement on Form S-1 (File No. 33-38986), filed with the Commission on February 9, 1991.
4.2	Amended and Restated By-Laws of National Beverage Corp. (incorporated by reference to Exhibit 3.2 of the Registrant's Registration Statement on Form S-1 (File No. 33-38986), filed with the Commission on February 19, 1991.
4.3	1991 Omnibus Incentive Plan (incorporated by reference to Exhibit 10.21 to Amendment No. 1 to the Registrant's Registration Statement on Form S-1 (File No. 33-38986), filed with the Commission on July 26, 1991.
4.4	Amendment No. 1 to the 1991 Omnibus Incentive Plan.
4.5	Form of Stock Option Agreement for Outside Directors.
5	Opinion of Bass, Berry & Sims PLC.
23.1	Consent of Bass, Berry & Sims PLC (included in Exhibit 5).
23.2	Consent of Coopers & Lybrand LLP.

23.3	Consent of Deloitte & Touche LLP.
24	Power of Attorney (included on page II-6).

EXHIBIT 4.4

AMENDMENT NO. 1
TO THE
NATIONAL BEVERAGE CORP.
OMNIBUS INCENTIVE PLAN

The following amendments to the National Beverage Corp. Omnibus Incentive Plan (the "Plan") were adopted by the Board of Directors of the Company and approved by the stockholders of the Company at the Annual Meeting of Shareholders held on September 22, 1995:

- 1. The term "Key Employee" as contained in Section 2(j) of the Plan is amended in its entirety to read as follows:

 "(j) Key Employee shall mean (i) any officer, director or other key employee who is a regular full-time employee of the Company or its present and future Affiliates, or (ii) any consultant or advisor providing bona-fide services to the Company or its present and future Affiliates not in connection with capital raising transactions."

- 2. Section 4(a) (i) of the Plan is amended in its entirety to read as follows:

 "(i) Limitation on Number of Shares. Stock Awards issuable under the Plan are limited such that the maximum aggregate number of Shares which may be issued pursuant to, or by reason of, Stock Awards is 700,000. Stock-based Awards issuable under the Plan are limited such that the maximum aggregate number of Shares to which such Award relate or correspond is 700,000. To the extent that an Award ceases to remain outstanding by reason of termination of rights granted thereunder, forfeiture or otherwise, the shares subject to such an Award shall again become available for Award under the Plan."

- 3. Section 5 of the Plan is amended to add at the end thereof the following:

 "No Participant shall be issued in excess of 350,000 Awards in any fiscal year."

IN WITNESS WHEREOF, the undersigned certifies that this Amendment has been duly adopted by the Board of Directors and Shareholders of the Company.

/s/ Joseph G. Caporella

JOSEPH G. CAPORELLA
Secretary

EXHIBIT 4.5

STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 1996, by and between National Beverage Corp., a Delaware corporation (the "Company") and (the "Optionee").

WITNESSETH

WHEREAS, in recognition of the past and future services provided by the Optionee to the Company as a non-employee director and for the purposes of aligning the interests of the Optionee more closely with the interests of the Company's stockholders, the Company is willing to enter into this Agreement for the purpose of granting to the Optionee an option (the "Option") to purchase shares (the "Shares") of Common Stock, par value \$.01 per share (the "Common Stock"), of the Company.

NOW, THEREFORE, the Company and Optionee intending to be legally bound, hereby agree as follows:

1. Grant of Options. The Company hereby grants the Optionee the Option, exercisable for the period and upon the terms hereinafter set forth, to purchase the Shares at an exercise price (the "Exercise Price") of \$ _____ per share, subject to adjustment as provided in paragraph 5 hereof.

2. Term of Option. (a) This Option is granted as of the date hereof (referred to herein as the "Date of Grant"), and, except as otherwise provided in paragraph 2(b) below, will terminate and expire ten (10) years from the date hereof (the "Expiration Date").

(b) Except as provided below, Options that have not vested on the date the Optionee ceases, for any reason, to serve as a director of the Company shall be forfeited and terminated immediately upon termination of service.

(c) In the event an Optionee ceases, for any reason except for "cause" or "voluntary resignation" (as defined below), to serve as a director of the Company all unexercised Options shall immediately vest and such Optionee (or in the event of the Optionee's death, the Optionee's legal representative) may exercise all such Options; provided, however, that such exercise must occur within 90 days of the date of such cessation and in no event may the Options be exercised more than ten (10) years from the date of the grant thereof. If the Optionee ceases to serve as a director of the Company because of a termination for "cause" or "voluntary resignation", Options that have become exercisable before the date of the Optionee's termination of service shall be exercisable for a period of thirty days following termination for cause or voluntary resignation and Options that have not become exercisable shall terminate. For purposes of this Plan, the term (x) "cause" shall include, but not be limited to, embezzlement or misappropriation of corporate funds, other acts of dishonesty, significant activities harmful to the reputation of the Company, a significant violation of the Company policy, willful refusal to perform, or substantial disregard of, the duties properly assigned to the Optionee, or a significant violation of any contractual, statutory or common law duty of loyalty to the Company and (y) "voluntary resignation" shall mean the voluntary resignation from the Board of Directors by the Optionee except in connection with permanent retirement.

3. Vesting of Option. (a) The Vested Portion (as hereinafter defined) of the Option may be exercised, to the extent not previously exercised, in whole or in part, at any time or from time to time prior to the expiration of the Option in the manner provided below.

(b) The "Vested Portion" of the Option means that percentage of the total number of shares, as specified in this Agreement, for which the Option is exercisable.

(c) Unless the Option is previously terminated pursuant to this Agreement, this Option shall be exercisable as set out in the table below which corresponds with the period during which the Option (or portion thereof) is exercised:

PERIOD -----	VESTED PORTION -----
One (1) year from date of grant	20%
Two (2) years from date of grant	20%
Three (3) years from date of grant	20%
Four (4) years from date of grant	20%
Five (5) years from date of grant	20%

4. Non-Transferability. No Option shall be assignable or transferable by the Optionee, except by will or pursuant to applicable laws of descent and distribution. During the life of an Optionee, an Option shall be exercisable only by such Optionee or such Optionee's legal representative.

5. Adjustment Upon Changes in Capitalization. (a) If the outstanding shares of Common Stock are subdivided, consolidated, increased, decreased, changed into, or exchanged for the different number or kind of shares or other securities of the Company through reorganization, recapitalization, reclassification, capital adjustment or otherwise, or if the Company shall issue additional shares of Common Stock as a dividend or pursuant to a stock split, then the number and kind of shares of Common Stock available for issuance pursuant to the exercise of this Option and all shares subject to this Option and the Exercise Price of such Option shall be adjusted to prevent the inequitable enlargement or dilution of any rights hereunder. Distributions to the Company's shareholders consisting of property other than shares of Common Stock of the Company or its successor and distributions to shareholders of rights to subscribe for shares of Common Stock shall not result in the adjustment of the Shares purchasable under the Option or the Exercise Price of the Option. Adjustments under this paragraph shall be made by the Board whose determination thereof shall be conclusive and binding. Any fractional Share of Common Stock resulting from adjustments pursuant to this paragraph 5(a) shall be eliminated from the Option. Nothing contained herein shall be construed to affect in any way the right or power of the Company to make or become a party to any adjustments, reclassifications, reorganizations or changes in its capital or business structure or to merge, consolidate, dissolve, liquidate or otherwise transfer all or any part of its business or assets.

(b) If, in the event of a dissolution or liquidation of the Company or in the event of a merger or consolidation, in which the Company is not the surviving corporation, and the agreements governing such merger or consolidation do not provide for the issuance to the Optionee of a Substitute Option (as hereinafter defined), or for the express assumption of such outstanding Option by the surviving corporation, the Optionee shall have the right immediately prior to the effective date of such merger, consolidation, liquidation or dissolution to exercise the Option in whole or in part, without regard to the vesting provisions contained in paragraph 3. In any such event, the Company will mail or cause to be mailed to the Optionee a notice specifying the date that is to be fixed as of which all holders of record of the shares of Common Stock will be entitled to exchange such shares for securities, cash or other property issuable or deliverable pursuant to such merger, consolidation, liquidation or dissolution. Such notice shall be mailed at least twenty (20) days prior to the date therein specified. In the event the Option is not exercised in its entirety on or prior to the date specified therein, the Option shall terminate as of said date. For purposes of this paragraph 5(b), a Substitute Option shall mean an option under which the Optionee has the right to purchase on "substantially equivalent terms" (as hereinafter defined) (in

lieu of shares of Common Stock), the stock, securities or other property he would be entitled to receive upon consummation of such merger or consolidation had he exercised the Option immediately prior thereto. For purposes of the preceding sentence, substantially equivalent terms shall be those terms given approval by the Board of Directors of the Company in its sole discretion.

6. Manner of Exercise. The Option shall be exercised when written notice of such exercise, signed by the person entitled to exercise the Option, has been delivered or transmitted by registered or certified mail, to the Secretary of the Company at its principal office. Said written notice shall specify the number of Shares purchasable under the Option which such person then wishes to purchase and shall be accompanied by such documentation, if any, as may be required by the Company as provided in paragraph 7 and payment of the aggregate option price. Such payment shall be in the form of (i) cash or a certified check (unless such certification is waived by the Company) payable to the order of the Company in the amount of the aggregate option price for such number of Shares, or (ii) certificates duly endorsed for transfer (with all transfer taxes paid or provided for) evidencing a number of shares of Common Stock of the Company the fair market value of which is equal to the aggregate option exercise price of the Shares being purchased, or (iii) a combination of these methods of payment. Delivery of said notice and such documentation shall constitute an irrevocable election to purchase the Shares specified in said notice and the date on which the Company receives said notice and documentation shall, subject to the provisions of paragraph 7, be the date as of which the Shares so purchased shall be deemed to have been issued. The person entitled to exercise the Option shall not have the right or status as a holder of the Shares to which such exercise relates prior to receipt by the Company of such payment, notice and documentation. For purposes of this Agreement, the "fair market value per share" of the Shares on a given date shall be: (i) if the shares are listed on a registered securities exchange, the closing price per share of the shares on such date (or, if there was no trading on such exchange on such date, on the next preceding day on which there was trading); (ii) if the shares are not listed on a registered securities exchange but the bid and asked prices per share for the Shares are provided by NASDAQ, the National

-3-

4

Quotation Bureau Incorporated or any similar organization, the average of the closing bid and asked price per share of the Shares on such date (or, if there was no trading in the shares on such date, on the next preceding day on which there was trading) as provided by such organization; and (iii) if the shares are not traded on a registered securities exchange and the bid and asked prices per share of the Shares are not provided by NASDAQ, the National Quotation Bureau Incorporated or any similar organization, as determined in good faith by the Board of Directors of the Company.

Anything in the Agreement to the contrary notwithstanding, in no event may the Option be exercisable if the Company shall, at any time and in its sole discretion, determine that (i) the listing, registration or qualification of any shares otherwise deliverable upon such exercise is required pursuant to any securities exchange or under any state or federal law, or (ii) the consent or approval of any regulatory body or the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in connection with such exercise. In such event, such exercise shall be held in abeyance and shall not be effective unless and until such withholding, listing, registration, qualification or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

7. Limitations on Transferability. (a) The Optionee hereby acknowledges that the Shares which may be acquired pursuant to any exercise of the Option will not be registered under the Securities Act of 1933 (the "Act"), in part in reliance upon the exemption from the registration requirements of the Act afforded by Section 4(2) of the Act for transactions by an issuer not involving any public offering. The Optionee further acknowledges that the Company's reliance upon this exemption at the time of any exercise of the Option will be predicated upon the Optionee's representation at that time that such Shares are being acquired by him as an investment solely for his account and that he then has no intention of selling, pledging, transferring or otherwise distributing or disposing of all or any part of such Shares or any interest or participation

therein except as permitted by the Act and the rules and regulations promulgated thereunder. The Optionee further acknowledges that, accordingly, the receipt by the Board of Directors of written representations to such effect may be required as a condition precedent to the right to exercise the Option, in whole or in part.

(b) The Optionee agrees that there will be no disposition of all or any part of the Shares acquired pursuant to any exercise of the Option or any interest or interests therein, unless and until such disposition has been registered under the Act or the Company receives an opinion of its counsel that registration under the Act is not required in connection with such disposition.

(c) The Optionee agrees that upon any exercise of the Option, the transfer agent for the Shares acquired pursuant to such exercise will be instructed to place appropriate stop orders against the transfer of the Shares and that the certificate or certificates to be issued representing the Shares will conspicuously bear a legend substantially as follows:

-4-

5

The shares represented by this certificate have not been registered under the Securities Act of 1933. The shares have been acquired for investment and may not be sold, transferred, pledged, hypothecated or otherwise disposed of in the absence of an effective registration statement for the shares under the Securities Act of 1933 or an opinion of counsel to the Company that registration is not required under said Act.

(d) The Optionee acknowledges that he is presently familiar with the Company's business, operations and financial condition. In this connection, the Company agrees that, upon the request of the Optionee, it will provide the Optionee with a copy of its then most recent Annual Report to Shareholders, its then most recent definitive Proxy Statement in connection with a meeting of its shareholders for the election of directors, its then most recent Annual Report on Form 10-K, and all Quarterly Reports on Form 10-Q and Current Reports on Form 8-K filed by the Company with the Securities and Exchange Commission subsequent to the filing of its then most recent Annual Report on Form 10-K.

(e) Optionee represents that he has not sold directly or indirectly, any shares of Common Stock of the Company at any time during the previous six month period and agrees not to sell any shares for the six month period from the date hereof. Optionee agrees not to exercise this Option at any time during the six month period following the date hereof.

8. Transfers in Violation of Agreement. The Company shall not be required (a) to transfer on its books this Option or any Shares of the Company which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or (b) to treat as owner of such Option or Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

9. Further Instruments. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

10. Notice. Any notice or request required or permitted under this Agreement shall be in writing and given or made by postage prepaid registered or certified mail, return receipt requested, addressed to the other party at the address hereinafter shown below his or its signature or at such other address as such party may from time to time specify for the purpose in a notice similarly given to the other party.

11. Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon the Optionee, his heirs, executors, administrators, successors and assigns.

6

12. Governing Law; Entire Agreement; Amendments. This Agreement, shall be construed and enforced in accordance with the internal laws of the State of Delaware, applicable to agreements made or performed in said State and, together with the Plan, constitutes the entire agreement of the parties with respect to the subject matter hereof superseding all prior written or oral agreements, and no amendment or addition hereto shall be deemed effective unless agreed to in writing by the parties or as otherwise permitted by the Plan.

13. Separability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

14. Waiver of Breach. A waiver by the Company or the Optionee of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

15. Headings. The paragraph headings contained in this Agreement have been inserted for identification and reference purposes and shall not determine the construction or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

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

"OPTIONEE"

NATIONAL BEVERAGE CORP.

By:

(Signature)

Title: Chairman, President & CEO

(Print Name)

Address:

Address: One North University Drive

Fort Lauderdale, FL 33324

EXHIBIT 5

BASS, BERRY & SIMS PLC
A Professional Limited Liability Company
Attorneys At Law

2700 First American Center
Nashville, Tennessee 37238-2700
Telephone (615) 742-6200
Telecopier (615) 742-6293

1700 Riverview Tower
Post Office Box 1509
Knoxville, Tennessee 37901-1509
Telephone (423) 521-6200
Telecopier (423) 521-6234

September 6, 1996

National Beverage Corp.
One North University Drive
Ft. Lauderdale, Florida 33318

Re: REGISTRATION STATEMENT ON FORM S-8

Ladies and Gentlemen:

We have acted as your counsel in the preparation of a Registration Statement on Form S-8 (the "Registration Statement") relating to the National Beverage Corp. 1991 Omnibus Incentive Plan and the Outside Director Stock Option Agreements (collectively, the "Plans") filed by you with the Securities and Exchange Commission covering 225,000 shares (the "Shares") of common stock, \$0.01 par value per share, issuable pursuant to the Plans.

In so acting, we have examined and relied upon such records, documents, and other instruments as in our judgment are necessary or appropriate in order to express the opinions hereinafter set forth and have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to original documents of all documents submitted to us as certified or photostatic copies.

Based on the foregoing, we are of the opinion that the Shares, when issued pursuant to and in accordance with the Plans, will be validly issued, fully paid, and nonassessable.

We hereby consent to the use of this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/Bass Berry & Sims PLC

BASS, BERRY & SIMS PLC

EXHIBIT 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statement of National Beverage Corp. on Form S-8 of our report dated June 27, 1996, on our audit of the consolidated financial statements and financial statement schedules of National Beverage Corp. as of April 27, 1996 and April 29, 1995 and for each of the two years in the period ended April 27, 1996, which report is included in the Company's Annual Report on Form 10-K.

COOPERS & LYBRAND L.L.P.

Miami, Florida
September 18, 1996

EXHIBIT 23.3

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of National Beverage Corp. on Form S-8 of our report dated August 12, 1994 appearing in the Annual Report on Form 10-K of National Beverage Corp. for the fiscal year ended April 27, 1996.

Certified Public Accountants
Fort Lauderdale, Florida
September 18, 1996