

ROYALCO RESOURCES LIMITED
(ABN 53 096 321 532)

EMPLOYEE INCENTIVE
OPTION SCHEME

ROYALCO RESOURCES LIMITED

(ABN 53 096 321 532)

EMPLOYEE INCENTIVE OPTION SCHEME

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The following words have these meanings in this plan unless the contrary intention appears.

“**Associate**” has the meaning given to that term in the Corporations Act 2001.

“**ASX**” means Australian Stock Exchange Limited.

“**Company**” means **ROYALCO RESOURCES LIMITED** (ABN 53 096 321 532).

“**Directors**” mean the directors of the Company from time to time.

“**Eligible Person**” means any employee of the Company or a member of the Group whether in a full time or part time position, including any director, secretary, public officer, consultant or advisor.

“**Exercise Notice**” means a notice in substantially the same form as that contained in the Schedule.

“**Exercise Price**” means the price at which each Option may be exercised, which shall be the price as determined by the directors at a meeting approving an offer of options to Eligible Persons, but at any rate not less than the weighted average market price for the Company’s shares for the 5 days prior to the aforementioned meeting.

“**Group**” means the Company or any controlled entity of the Company.

“**Listing Rules**” means the official listing rules from time to time of ASX.

“**Option**” means an option to acquire a Share issued pursuant to the Scheme.

“**Option Period**” means the period specified in the terms of grant of an Option as the period during which it may be exercised ending at the time of its expiry on the last date on which it may be exercised.

“**Participant**” means an Eligible Person who has been issued and presently holds Options.

“**Scheme**” means the employee incentive option scheme of the Company comprising the terms and conditions herein set out.

“**Share**” means an ordinary share in the capital of the Company.

1.2 The singular includes the plural and vice versa.

- 1.3 The masculine includes the feminine and neuter; the feminine includes the masculine and neuter; the neuter includes the masculine and feminine.

2. ISSUE OF OPTIONS

- 2.1 The Directors may issue Options to Eligible Persons.
- 2.2 The total number of unissued Shares in respect of which Options have been granted under this Scheme when aggregated with the number of outstanding options granted or shares issued pursuant to all employee share and option schemes established by the Company shall not exceed ten percent (10%) of the aggregate of the total number of issued ordinary Shares in the capital of the Company calculated as at the date of the letter of offer on the basis that all shares and other securities convertible into shares had been converted. This includes options, convertible notes and any other securities convertible into shares. For the purpose of the Scheme "shares" means fully paid ordinary shares in the capital of the Company.
- 2.3 The Directors may in their sole discretion select those Eligible Persons to whom Options shall be made and determine the number of Options to be offered to an Eligible Person. The Directors may have regard to the length of the period of service and record of employment of the Eligible Person with the Company and the potential contribution of the Eligible Person to the Company.
- 2.4 Invitations offered to employees and directors must be accepted within 28 days or such other period as the Board may determine and upon receipt of a duly signed acceptance in the appropriate time frame, the Company will issue the accepting party a certificate for the options granted provided that, if within that time frame, the employee or director ceases to be employed by the Group, no obligation to grant the options exists. Unless otherwise determined by the Board, the options are to be granted free of cost.
- 2.5 The options can be granted on such terms and conditions as to restrictions on exercise, performance contingencies, hurdles and targets as the Board considers reasonable in the interests of the Group as a whole.
- 2.6 The number of Options to be offered to an Eligible Person under the Scheme shall be notified in a letter of offer from the Company. Acceptance of such offer shall be in writing in a form acceptable to the Directors.

3. EXERCISE

- 3.1 Each Option shall entitle the Participant to subscribe for one Share upon exercise of the Option.
- 3.2 If the Participant has not exercised an Option by the end of the Option Period, the option will lapse in accordance with its terms of grant.
- 3.3 Each Option may be only exercised at the Exercise Price.

- 3.4 The Options shall be exercisable wholly or in part in parcels of 100 or multiples thereof by delivering to the Company at its registered office a duly completed and executed Exercise Notice.
- 3.5 Shares issued pursuant to the exercise of Options will be allotted within the time periods required by the Listing Rules of ASX (whilst the Company is admitted to the Official List) or otherwise within not more than 10 Business Days after (but not including) the date of receipt by the Company of:
- (a) the Exercise Notice;
 - (b) the Option certificate; and
 - (c) payment of the Exercise Price.
- 3.6 The Eligible Person's right to exercise the Options shall continue until the expiration of the Option Period, subject to the following conditions:
- 3.6.1 If a Participant ceases to be an Eligible Person (except in the cases set out in clauses 3.6.2 and 3.6.3), then, unless otherwise resolved by the Board in its unfettered discretion, Options held by the Participant and not exercised within 30 days from the date on which the Participant ceases to be an Eligible Person shall be cancelled and shall cease to be of effect. Without limiting the generality of the foregoing the Board may specify a period in substitution for that 30 day period where a Participant ceases to be an Eligible Person due to retrenchment or normal retirement from the workforce.
- 3.6.2 If a Participant dies, the right of the Participant to exercise Options not at that time exercised shall vest in the Participant's executor and/or administrator or, on distribution and finalisation of the Participant's estate, in the beneficiaries entitled thereto and such persons shall have a period of 12 months from the date of death of the Participant to exercise any such Options which in lieu of the 30 day period referred to.
- 3.6.3 If the Company is wound up, any Options held by the Participant and not at that time exercised shall be cancelled and shall cease to be of effect.

4. SHARE RANKING

- 4.1 Options will not confer an entitlement to share in dividends declared and paid by the Company.
- 4.2 Each Share issued pursuant to the exercise of an Option shall rank equally in all respects with the then issued Shares.

5. ASSIGNMENT

Options are not assignable or transferable without the prior written consent of the Directors except in the case of the death of a Participant when Options may be transmitted to the Participant's executor and/or administrator or, on distribution and finalisation of the Participant's deceased estate, to the beneficiaries entitled thereto.

6. FURTHER ISSUES

6.1 Bonus Issues

- (a) In the event of a bonus issue to shareholders the number of shares over which the Option is exercisable will increase to the number of shares that the holder of the Option would have received if the Option had been exercised before the record date for the bonus issue.
- (b) The company shall notify each Option holder and each relevant stock exchange within one month after the record date (books closing date) for a pro-rata bonus issue of the adjustment to the number of shares subject to the Option.

6.2 New Issues

An Option will not confer an entitlement to participate in pro rata issues of shares offered to shareholders until exercise of the Option. The Participant shall be given at least 10 Business Days notice prior to the Record Date of the issue to enable the Participant to exercise the Options then capable of exercise and to participate in the issue.

- 6.3 In the event that the Company obtains admission ("becomes listed") to the official list of the Australian Stock Exchange ("ASX") before the expiry date and in the event of a pro rata issue (except a bonus issue) to shareholders, the Exercise Price of an Option will be reduced according to the following formula.

$$O' = O - \frac{E[P-(S+D)]}{N + 1}$$

O' = the new Exercise Price of the Option which may not be reduced below 20¢.

O = the Old Exercise Price of the Option.

E = the number of shares into which one Option is Exercisable.

P = the average market Price per share (weighted by reference to volume) of the shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the Subscription price for shares under the pro rata issue.

D = the Dividend due but not yet paid on the existing shares (except those to be issued under the pro rate issue).

N = the Number of shares with rights or entitlements that must be held to receive a right to one new share.

7. RECONSTRUCTION, REORGANISATION OR DISTRIBUTION

- (i) In the event of any proposed reconstruction, reorganisation or distribution of the issued capital of the Company all the terms and conditions of this Option Scheme shall be deemed to be modified so as to remove all restrictions on exercise thereof so as to permit such options to be immediately exercisable by the holders thereof.
- (ii) If the Participant does not avail himself of the acceleration right in (i) above and exercise to Options prior to any such reconstruction reorganisation or distribution of the issued capital of the Company, then the number and nominal value of the Shares that each Participant is entitled to subscribe for shall be reconstructed in the manner in which options to acquire ordinary shares are required to be reconstructed in accordance with the provisions of the listing Rules having regard to the nature of the reconstruction or reorganisation of the shares in the capital of the Company.

8. TAKEOVER OR MERGER

In the event that either

- (i) a bona fide takeover bid pursuant to the Corporations Act 2001 is made for more than 50% of the issued share capital of the Company, or
- (ii) the Company makes an announcement that it proposes to merge with another company by means of a Scheme of Arrangement to be effected pursuant to the Corporations Act 2001, or
- (iii) the Company proposes to effect a merger with any other company by any other lawful means

all the terms and conditions of this Option Scheme shall be deemed to be modified so as to remove all restrictions on exercise thereof so as to permit such options to be immediately exercisable by the holders thereof.

9 ESCROW

In the event that:

- (i) an Eligible Person is offered a grant of Options;
- (ii) a Participant shall hold any Options;

which are, or become, subject to restriction imposed by ASX pursuant to the Listing Rules it shall be a term of grant thereof that the grantee thereof shall be required to enter into a restriction agreement with the Company in the form required pursuant to the Listing Rules and, in addition, if required by the provisions of the Listing Rules or ASX generally, each optionholder shall likewise enter into a restriction agreement in such form and for such period as required by ASX pursuant to the provisions of the Listing Rules.

9 LISTING RULES

Nothing contained in this Plan shall, if the Company becomes listed on the ASX, release the Company from complying with the Listing Rules of the ASX, and the Listing Rules shall override any relevant provision hereof and in particular:

- (a) Notwithstanding anything contained in these terms and conditions, if the Listing Rules prohibit an act being done, the act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that the Listing Rules require to be done.
- (c) If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (d) If the Listing Rules would otherwise require these terms and conditions to contain a provision and it does not contain such a provision, these terms and conditions are deemed to contain that provision.
- (e) If the Listing Rules require these terms and conditions not to contain a provision and it contains such a provision these terms and conditions are deemed not to contain that provision.
- (f) If any provision of these terms and conditions is or becomes inconsistent with the Listing Rules, these terms and conditions are deemed not to contain that provision to the extent of the inconsistency.

10. ADMINISTRATION AND AMENDMENT OF SCHEME

- 10.1 Subject to clause 10.2, the Scheme shall in all respects be administered by the Directors, who may make such rules for the conduct of the Scheme consistent with its terms and conditions as they see fit.
- 10.2 The terms and conditions of the Scheme may be altered by special resolution of the Company in general meeting. At any meeting called to approve an alteration of the Scheme, the shareholders who are eligible to participate in the Scheme and their Associates shall not vote on the matter.

SCHEDULE

EXERCISE NOTICE

APPLICATION FOR SHARES ON EXERCISE OF OPTIONS

The Directors
ROYALCO RESOURCES LIMITED
Level 9
356 Collins Street
MELBOURNE Vic 3000

I,....., of.....
(full name of Participant) (address)

hereby exercise my option to apply forordinary
shares
(number of options to be exercised)

in the capital of **ROYALCO RESOURCES LIMITED** and I enclose my cheque for
..... for such shares.
(total exercise price)

I request that you allot to me the number of shares to which I am entitled and I agree to
accept such shares subject to the Constitution of **ROYALCO RESOURCES LIMITED**.

DATED this day of 200 .

.....
(Signature)

ADVISE OF GRANT OF OPTION

TO:

The Company hereby advises of the grant of _____ Options over ordinary fully paid shares in the capital of the Company. The terms and conditions are:

1. The exercise price of an Option shall be ____ cents.
2. Each Option is exercisable in accordance with the terms and conditions at any time during the period of [] years after its date of issue.
3. The exercise of each Option entitles the holder to one ordinary fully paid share in the Company subject to the terms and conditions of the Plan.
4. The holders of the Options shall be entitled to participate in new issues of shares if the options are exercised prior to the record date to determine entitlements to the issue.
6. In the event of any reorganisation or reconstruction of the Company's capital, the Options shall be reorganised as required by the Listing Rules of ASX.
7. In the event that the holder ceases to be employed by the Company due to normal retirement from the workforce, all of the holder's Options shall be exercisable for a period of up to 12 months from the date of retirement. Options not exercised in accordance with this clause shall be cancelled.
8. In the event that the holder dies, the right of the holder to exercise Options not at that time exercised shall vest in the holder's executor and/or administrator as the case may be.
9. In the event that the holder ceases to be employed by the company in any case other than those set out in clauses 3.6 and 8, the Options held by the holder and not at that time exercised shall be cancelled and shall cease to be of effect.
10. Options are not assignable or transferable without the prior written consent of the Directors except in the case of the death of the holder when Options may be transmitted to the personal representative of the deceased.
11. The date of grant is _____

ATTACHMENT 2

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“Company” means **ROYALCO RESOURCES LIMITED** (ABN 53 096 321 532).

“Directors” mean the directors of the Company from time to time.

“Eligible Person” means any employee of the Company or a member of the Group whether in a full time or part time position, including any director, secretary, public officer, consultant or advisor.

“Exercise Notice” means a notice in substantially the same form as that contained in the Schedule.

“Exercise Price” means the price at which each Option may be exercised, which shall be the price as determined by the directors at a meeting approving an offer of options to Eligible Persons, but at any rate not less than the weighted average market price for the Company’s shares for the 5 days prior to the aforementioned meeting.

“Group” means the Company or any controlled entity of the Company.

“Listing Rules” means the official listing rules from time to time of ASX.

“Option” means an option to acquire a Share issued pursuant to the Scheme.

“Option Period” means the period specified in the terms of grant of an Option as the period during which it may be exercised ending at the time of its expiry on the last date on which it may be exercised.

“Participant” means an Eligible Person who has been issued and presently holds Options.

“Scheme” means the employee incentive option scheme of the Company comprising the terms and conditions herein set out.

“Share” means an ordinary share in the capital of the Company.

1.2 The singular includes the plural and vice versa.

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2. ISSUE OF OPTIONS

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- 2.2 The total number of unissued Shares in respect of which Options have been granted under this Scheme when aggregated with the number of outstanding options granted or shares issued pursuant to all employee share and option schemes established by the Company shall not exceed ten percent (10%) of the aggregate of the total number of issued ordinary Shares in the capital of the Company calculated as at the date of the letter of offer on the basis that all shares and other securities convertible into shares had been converted. This includes options, convertible notes and any other securities convertible into shares. For the purpose of the Scheme "shares" means fully paid ordinary shares in the capital of the Company.
- 2.3 The Directors may in their sole discretion select those Eligible Persons to whom Options shall be made and determine the number of Options to be offered to an Eligible Person. The Directors may have regard to the length of the period of service and record of employment of the Eligible Person with the Company and the potential contribution of the Eligible Person to the Company.
- 2.4 Invitations offered to employees and directors must be accepted within 28 days or such other period as the Board may determine and upon receipt of a duly signed acceptance in the appropriate time frame, the Company will issue the accepting party a certificate for the options granted provided that, if within that time frame, the employee or director ceases to be employed by the Group, no obligation to grant the options exists. Unless otherwise determined by the Board, the options are to be granted free of cost.
- 2.5 The options can be granted on such terms and conditions as to restrictions on exercise, performance contingencies, hurdles and targets as the Board considers reasonable in the interests of the Group as a whole.
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- 3.2 If the Participant has not exercised an Option by the end of the Option Period, the option will lapse in accordance with its terms of grant.
- 3.3 Each Option may be only exercised at the Exercise Price.

- 3.4 The Options shall be exercisable wholly or in part in parcels of 100 or multiples thereof by delivering to the Company at its registered office a duly completed and executed Exercise Notice.
- 3.5 Shares issued pursuant to the exercise of Options will be allotted within the time periods required by the Listing Rules of ASX (whilst the Company is admitted to the Official List) or otherwise within not more than 10 Business Days after (but not including) the date of receipt by the Company of:
- (a) the Exercise Notice;
 - (b) the Option certificate; and
 - (c) payment of the Exercise Price.
- 3.6 The Eligible Person's right to exercise the Options shall continue until the expiration of the Option Period, subject to the following conditions:
- 3.6.1 If a Participant ceases to be an Eligible Person (except in the cases set out in clauses 3.6.2 and 3.6.3), then, unless otherwise resolved by the Board in its unfettered discretion, Options held by the Participant and not exercised within 30 days from the date on which the Participant ceases to be an Eligible Person shall be cancelled and shall cease to be of effect. Without limiting the generality of the foregoing the Board may specify a period in substitution for that 30 day period where a Participant ceases to be an Eligible Person due to retrenchment or normal retirement from the workforce.
- 3.6.2 If a Participant dies, the right of the Participant to exercise Options not at that time exercised shall vest in the Participant's executor and/or administrator or, on distribution and finalisation of the Participant's estate, in the beneficiaries entitled thereto and such persons shall have a period of 12 months from the date of death of the Participant to exercise any such Options which in lieu of the 30 day period referred to.
- 3.6.3 If the Company is wound up, any Options held by the Participant and not at that time exercised shall be cancelled and shall cease to be of effect.

4. SHARE RANKING

- 4.1 Options will not confer an entitlement to share in dividends declared and paid by the Company.
- 4.2 Each Share issued pursuant to the exercise of an Option shall rank equally in all respects with the then issued Shares.

5. ASSIGNMENT

Options are not assignable or transferable without the prior written consent of the Directors except in the case of the death of a Participant when Options may be transmitted to the Participant's executor and/or administrator or, on distribution and finalisation of the Participant's deceased estate, to the beneficiaries entitled thereto.

6. FURTHER ISSUES

6.1 Bonus Issues

- (a) In the event of a bonus issue to shareholders the number of shares over which the Option is exercisable will increase to the number of shares that the holder of the Option would have received if the Option had been exercised before the record date for the bonus issue.
- (b) The company shall notify each Option holder and each relevant stock exchange within one month after the record date (books closing date) for a pro-rata bonus issue of the adjustment to the number of shares subject to the Option.

6.2 New Issues

An Option will not confer an entitlement to participate in pro rata issues of shares offered to shareholders until exercise of the Option. The Participant shall be given at least 10 Business Days notice prior to the Record Date of the issue to enable the Participant to exercise the Options then capable of exercise and to participate in the issue.

- 6.3 In the event that the Company obtains admission ("becomes listed") to the official list of the Australian Stock Exchange ("ASX") before the expiry date and in the event of a pro rata issue (except a bonus issue) to shareholders, the Exercise Price of an Option will be reduced according to the following formula.

$$O' = O - \frac{E[P-(S+D)]}{N+1}$$

O' = the new Exercise Price of the Option which may not be reduced below 20¢.

O = the Old Exercise Price of the Option.

E = the number of shares into which one Option is Exercisable.

P = the average market Price per share (weighted by reference to volume) of the shares during the 5 trading days ending on the day before the ex rights date or ex entitlements date.

S = the Subscription price for shares under the pro rata issue.

D = the Dividend due but not yet paid on the existing shares (except those to be issued under the pro rate issue).

N = the Number of shares with rights or entitlements that must be held to receive a right to one new share.

7. RECONSTRUCTION, REORGANISATION OR DISTRIBUTION

- (i) In the event of any proposed reconstruction, reorganisation or distribution of the issued capital of the Company all the terms and conditions of this Option Scheme shall be deemed to be modified so as to remove all restrictions on exercise thereof so as to permit such options to be immediately exercisable by the holders thereof.
- (ii) If the Participant does not avail himself of the acceleration right in (i) above and exercise to Options prior to any such reconstruction reorganisation or distribution of the issued capital of the Company, then the number and nominal value of the Shares that each Participant is entitled to subscribe for shall be reconstructed in the manner in which options to acquire ordinary shares are required to be reconstructed in accordance with the provisions of the listing Rules having regard to the nature of the reconstruction or reorganisation of the shares in the capital of the Company.

8. TAKEOVER OR MERGER

In the event that either

- (i) a bona fide takeover bid pursuant to the Corporations Act 2001 is made for more than 50% of the issued share capital of the Company, or
- (ii) the Company makes an announcement that it proposes to merge with another company by means of a Scheme of Arrangement to be effected pursuant to the Corporations Act 2001, or
- (iii) the Company proposes to effect a merger with any other company by any other lawful means

all the terms and conditions of this Option Scheme shall be deemed to be modified so as to remove all restrictions on exercise thereof so as to permit such options to be immediately exercisable by the holders thereof.

9 ESCROW

In the event that:

- (i) an Eligible Person is offered a grant of Options;
- (ii) a Participant shall hold any Options;

which are, or become, subject to restriction imposed by ASX pursuant to the Listing Rules it shall be a term of grant thereof that the grantee thereof shall be required to enter into a restriction agreement with the Company in the form required pursuant to the Listing Rules and, in addition, if required by the provisions of the Listing Rules or ASX generally, each optionholder shall likewise enter into a restriction agreement in such form and for such period as required by ASX pursuant to the provisions of the Listing Rules.

9 LISTING RULES

Nothing contained in this Plan shall, if the Company becomes listed on the ASX, release the Company from complying with the Listing Rules of the ASX, and the Listing Rules shall override any relevant provision hereof and in particular:

- (a) Notwithstanding anything contained in these terms and conditions, if the Listing Rules prohibit an act being done, the act shall not be done.
- (b) Nothing contained in these terms and conditions prevents an act being done that the Listing Rules require to be done.
- (c) If the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (d) If the Listing Rules would otherwise require these terms and conditions to contain a provision and it does not contain such a provision, these terms and conditions are deemed to contain that provision.
- (e) If the Listing Rules require these terms and conditions not to contain a provision and it contains such a provision these terms and conditions are deemed not to contain that provision.
- (f) If any provision of these terms and conditions is or becomes inconsistent with the Listing Rules, these terms and conditions are deemed not to contain that provision to the extent of the inconsistency.

10. ADMINISTRATION AND AMENDMENT OF SCHEME

- 10.1 Subject to clause 10.2, the Scheme shall in all respects be administered by the Directors, who may make such rules for the conduct of the Scheme consistent with its terms and conditions as they see fit.
- 10.2 The terms and conditions of the Scheme may be altered by special resolution of the Company in general meeting. At any meeting called to approve an alteration of the Scheme, the shareholders who are eligible to participate in the Scheme and their Associates shall not vote on the matter.

SCHEDULE

EXERCISE NOTICE

APPLICATION FOR SHARES ON EXERCISE OF OPTIONS

The Directors
ROYALCO RESOURCES LIMITED
Level 9
356 Collins Street
MELBOURNE Vic 3000

I,....., of.....
(full name of Participant) (address)

hereby exercise my option to apply forordinary
shares
(number of options to be exercised)

in the capital of **ROYALCO RESOURCES LIMITED** and I enclose my cheque for
..... for such shares.
(total exercise price)

I request that you allot to me the number of shares to which I am entitled and I agree to
accept such shares subject to the Constitution of **ROYALCO RESOURCES LIMITED**.

DATED this day of 200 .

.....
(Signature)

ADVISE OF GRANT OF OPTION

TO:

The Company hereby advises of the grant of _____ Options over ordinary fully paid shares in the capital of the Company. The terms and conditions are:

1. The exercise price of an Option shall be _____ cents.
2. Each Option is exercisable in accordance with the terms and conditions at any time during the period of [] years after its date of issue.
3. The exercise of each Option entitles the holder to one ordinary fully paid share in the Company subject to the terms and conditions of the Plan.
4. The holders of the Options shall be entitled to participate in new issues of shares if the options are exercised prior to the record date to determine entitlements to the issue.
6. In the event of any reorganisation or reconstruction of the Company's capital, the Options shall be reorganised as required by the Listing Rules of ASX.
7. In the event that the holder ceases to be employed by the Company due to normal retirement from the workforce, all of the holder's Options shall be exercisable for a period of up to 12 months from the date of retirement. Options not exercised in accordance with this clause shall be cancelled.
8. In the event that the holder dies, the right of the holder to exercise Options not at that time exercised shall vest in the holder's executor and/or administrator as the case may be.
9. In the event that the holder ceases to be employed by the company in any case other than those set out in clauses 3.6 and 8, the Options held by the holder and not at that time exercised shall be cancelled and shall cease to be of effect.
10. Options are not assignable or transferable without the prior written consent of the Directors except in the case of the death of the holder when Options may be transmitted to the personal representative of the deceased.
11. The date of grant is _____