

SCHEDULE 14A Information

Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934

Filed by the Registrant ☒ [X]

Filed by a Party other than the registrant ☐ [ ]

Check the appropriate box:

- ☒ [x] Preliminary Proxy Statement  
☐ [ ] Confidential, for Use of the Commission only (as permitted by Rule 14a-6(e) (2))  
☐ [ ] Definitive Proxy Statement  
☐ [ ] Definitive Additional Materials  
☐ [ ] Soliciting Material Pursuant to the Rule 240.14a-11 (c) or rule 240.14a-12

STANDARD CAPITAL CORPORATION

(Name of Registrant as Specified in Its Charter)

Not Applicable

(Name of Persons(s) Filing proxy Statement if other than the registrant)

Payment of filing fee (check the appropriate box):

- ☒ [x] No fee required.  
☐ [ ] Fee computed on table below per Exchange Act Rules 14a-6(I) (1) and 0-11

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and stated how it was determined)

(4) Proposed maximum aggregate value of transaction: -----

(5) Total fee paid: ..-----

☐ [ ] Fee paid previously with preliminary materials.

☐ [ ] Check box if any part of the fee is offset as provided by exchange Act Rule 0-11 (a) (2) and identify the filing by registration statement number, or the form of schedule and the data of its filing

(1) Amount Previously Paid: -----

(2) Form, schedule of Registration Statement No.:-----

(3) Filing Party:-----

(4) Date Filed: -----

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STANDARD CAPITAL CORPORATION

34-3387 King George Highway  
Surrey, British Columbia  
Canada, V4P 1B7

NOTICE OF ANNUAL GENERAL MEETING OF STOCKHOLDERS

TO BE HELD ON FRIDAY, FEBRUARY 20, 2004

The Company will hold the 2004 Annual Meeting of Stockholders ("Annual Meeting") of Standard Capital Corporation, a Delaware Corporation (the "Company") at

The Vancouver Club, located at 915 West Hastings St. Vancouver, B.C. Canada on Friday, February 20, 2004, beginning at 11:00 a.m. local time, for the following purposes:

- 1) To elect three directors to serve until the 2005 Annual Meeting or until their respective successors are elected and qualified;
- 2) To ratify the appointment of Sellers and Andersen LLP as the Company's independent accountants for the fiscal year ending August 31, 2004;
- 3) To approve the amendment to the Certificate of Incorporation to effect a change in the authorized share capital of the Company from 25,000,000 common shares with a par value of \$0.001 per share to 200,000,000 common shares with a par value of \$0.001 per share;
- 4) To approve a stock option plan which will provide for granting of options to acquire shares of common stock in the Company for Directors, Officers, employees, consultants and non-employees who participate in the development of the Company; and
- 5) To transact such other business as may properly come before the Annual Meeting and any adjournment of postponement thereof.

Stockholders of record at the close of business on December 3, 2003 are entitled to notice of and vote at the Annual Meeting or any postponement or adjournment.

By order of E. Del Thachuk  
/s/ "Del Thachuk"  
Chief Executive Officer,  
President and Director

Vancouver, B.C., Canada  
January 17, 2004

#### Important Notice

Whether or not you plan to attend the Annual Meeting in person, please complete, sign, date, and return to accompanying proxy card in the enclosed envelope to ensure your representation and presence of a quorum at the Annual Meeting. If you decide to attend the Annual Meeting and wish to change your proxy vote, you may do so by voting in person at the Annual Meeting. Your proxy may be revoked at any time prior to the Annual Meeting in accordance with the procedures set forth in the Proxy Statement.

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#### STANDARD CAPITAL CORPORATION

34-3387 King George Highway  
Surrey, British Columbia  
Canada, V4P 1B7

January 17, 2004

Dear Stockholder:

You are cordially invited to attend the first Annual Meeting of Stockholders (the "Annual Meeting") of Standard Capital Corporation (the "Company"), which will be held at The Vancouver Club, 915 West Hastings Street, Vancouver, B.C., Canada on Friday, February 20, 2004, beginning at 11:00 a.m. local time.

The items of business which will be acted upon at the Annual Meeting are described in the accompany Notice of Annual Meeting and Proxy Statement. Enclosed with this Proxy Statement is your Proxy Card and copy of our 2003 Annual Report under Form 10-KSB.

If you do not plan to attend the Annual Meeting, please complete, date, sign, and promptly return the enclosed stamped self-addressed Proxy envelope provided so that your shares can be voted at the Annual Meeting in accordance with your instructions. If you decide to attend the Annual Meeting and wish to change your proxy vote, you may do so by voting in person at the Annual Meeting.

During the Annual Meeting, management will report on operations and other matters affecting the Company and will respond to stockholders' questions. On behalf of myself, I would like to express my appreciation for your continued interest in the affairs of our Company. I look forward to seeing you at the Annual Meeting.

Sincerely,

/s/ "E. Del Thachuk"

E. Del Thachuk  
President and Director

#### YOUR VOTE IS IMPORTANT

In order to assure you representation at the Annual Meeting, you are required to complete, sign and date the enclosed proxy as promptly as possible and return it in the enclosed stamped self-addressed envelope.

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#### STANDARD CAPITAL CORPORATION

#### PROXY STATEMENT FOR ANNUAL GENERAL MEETING OF STOCKHOLDERS To be held on Friday, January 23, 2004

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PROXY STATEMENT

FIRST ANNUAL MEETING OF STOCKHOLDERS

STANDARD CAPITAL CORPORATION

Your proxy, using the enclosed form, is solicited by the sole Director of Standard Capital Corporation, a Delaware corporation ("the Company") for the Annual Meeting of Stockholders ("the Annual Meeting") to be held at 11:00 a.m. on Friday, February 20, 2004, at The Vancouver Club located at 915 West Hastings St, Vancouver, B.C., Canada, and at any adjournment or postponement of the Annual Meeting.

INFORMATION CONCERNING SOLICITATION AND VOTING

General

This Proxy Statement, the enclosed proxy card, our Annual Report on Form 10-KSB for the fiscal year ended August 31, 2003, are furnished to the holders of our common stock. Management anticipates that the mailing to stockholders of these proxy materials will occur on or about January 17, 2004.

PURPOSE OF MEETING

The specific proposal to be considered and acted upon at the Annual Meeting are summarized in the proceeding Notice of Annual Meeting. Each proposal is described in more detail in this Proxy Statement.

VOTING RIGHTS

Our common stock is the only class of securities entitled to vote at the Annual Meeting. Only stockholders of record at the close of business on January 3, 2004 (the "Record Date") are entitled to receive Notice of the Annual Meeting and vote the shares they hold at the Annual Meeting or at any adjournment or postponement. As of the Record Date, there were 1,295,000 shares of common stock outstanding; each share is entitled to one vote on each matter to be voted upon. A list of stockholders entitled to vote at the Annual Meeting will be available during ordinary business hours at the Company's offices at 34-3387 King George Highway, Surrey, British Columbia, Canada, V4P 1B7.

Voting can take place at the Annual Meeting only if stockholders owning a majority of voting power of the common stock (that is a majority of the total number of votes entitled to be cast) are present in person or represented by effective proxies. On the Record Date, the Company had 1,295,000 voting shares of common stock outstanding. Approval of each of the proposals requires the affirmative votes required to achieve a majority of the votes cast. Abstentions will not affect the voting results although they will have the practical effect of reducing the number of affirmative votes required to achieve a majority by reducing the total number of shares from which the majority is calculated.

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Whether or not you are able to attend the Annual Meeting in person, you are urged to complete, sign, date and return the accompanying proxy in the enclosed envelope. Your proxy is solicited by our sole Director and when properly completed and not revoked, will be voted at the Annual Meeting in accordance with your instructions. Proxies which are executed but do not specify a vote for or against, or in abstention, will be voted FOR the election of each of the three nominees for Director named below; FOR ratification for the appointment of

Seller and Andersen LLP as the Company's independent public accountants the fiscal year ending August 31, 2004; FOR the amendment of the Articles of Incorporation to increase the authorized share capital from 25,000,000 common shares with a par value of 0.001 per share to 200,000,000 common shares with a par value of 0.001 per share; and FOR the approval of a Stock Option Plan for the future issuance of a Maximum of 5,000,000 shares under this Plan. If other matters come before the Annual Meeting the proxies will be voted at the discretion of your sole director.

Your proxy may be revoked or changed at any time prior to the Annual Meeting. You may do this by advising the Secretary of the Company in writing of your desire to revoke your proxy, or by sending the Secretary another signed proxy with a later date before the beginning of the Annual Meeting. If you decide to attend the Annual Meeting and wish to change your proxy vote, you may do so by voting in person. Attendance at the Annual Meeting will not, by itself, revoke a proxy.

#### SOLICITATION OF PROXIES

The solicitation of proxies will be conducted by mail and the Company will bear the entire cost of solicitation, including the preparation, assembly, printing, and mailing of this Proxy Statement, the Proxy, and additional solicitation material furnished to stockholders. The Company has not retained a proxy solicitor in conjunction with the Annual Meeting. The Company may conduct further solicitation personally, telephonically or by facsimile through its sole director who will not receive any additional compensation for assisting with the solicitation.

#### PROPOSAL NO. 1

#### ELECTION OF DIRECTORS

At the Annual Meeting, the stockholders will elect three directors to serve until the 2005 Annual Meeting of stockholders or until they're respective successors are elected and qualified. Unless marked otherwise, proxies received will be voted FOR the election of the three nominees named below. In the event that additional persons are nominated for election as directors, the proxy holders intend to vote all proxies received by them in such a manner as will ensure the election of the three nominees listed below, and in such an event, the specific nominees to be voted for will be determined by the proxy holders.

Stockholders are not entitled to cumulate votes in the election of directors. All nominees have consented to serve as directors, if elected. If none of the nominee is unable or unwilling to serve as a director, at the time of the Annual Meeting, the persons who are designated as proxies intend to vote, in their

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discretion, for such other persons, if any, as may be designated by the director. As of the date of this Proxy Statement, the director has no reason to believe that none of the nominees named below will be unable or unwilling to serve as a nominee or as a director if elected.

Only one of the nominees for director is currently a director of the Company. The names of persons who are nominees for director, their ages as of the Record Date, and their positions and offices with the Company are set forth in the table below

<TABLE>

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NOMINEE	AGE	POSITION AND OFFICE HELD WITH THE COMPANY
-----	---	-----
<S>	<C> <C>	
Del Thachuk (1)	67	Chief Executive officer, President

and Director

Gordon Brooke (1)	59	NONE
Al Ibsen. . . . .	62	NONE

</TABLE>

(1) Member of the Audit Committee

#### BUSINESS EXPERIENCE OF DIRECTOR NOMINEES

DEL THACHUK, has been the President and Director of the Company since its inception. Del graduated from the Victoria Composite High School in Edmonton, Alberta before spending nine months articling as a Chartered Accountant student; but did not complete the course requirements. Subsequently, he worked for two years for the City of Edmonton as a surveyor before entering professional football for four years. Del was a player for London Lords in London, Ontario and then was hired by the Edmonton Eskimos. From 1962 to 1969, he was owner and president of Civic Tire & Battery Ltd. located in Olds, Alberta. His company owned three tire shops and was in partnership with an additional two. Subsequent to the sale of his company he became a contractor for a short period of time during which time he built and sold five houses and approximately thirty pre-fab. homes. In 1971, Del commenced mining a placer gold property he owned in Atlin, British Columbia. During the fifteen years he mined his placer property he extracted in excess of 30,000 ounces of gold. With the sale of the placer property, Del, over the next five years, entered into various mining ventures in Nevada, Washington State and British Columbia. During the same period of time, he was president of Red Fox Minerals Ltd., a company listed on the former Vancouver Stock Exchange. In 1991, he became part owner and general manager of Koken Sand & Gravel which employed 36 employees and in its third year of operations had in excess of CDN \$6,000,000 in sales. In 1994, Mr. Thachuk became a consultant for various companies until 1997 when he acquired and became president of a Mine-A-Max Corporation, a company trading on the OTCBB (currently under the name of Peabody's Coffee Inc.). He is no longer associated with Peabody's Coffee Inc. For the past five years, Del has been investigating various business opportunities and assisting individuals in start-up situations. In 2001, he became the president and a director of Info-Pro Technology Systems Inc.; a company developing business manuals for sale directly to the public or on the internet. To date, no sales have been made but the product is now fully developed.

GORDON BROOKE attended Westwood School Secondary School in Paddington, London, England before becoming an articled clerk in 1961 with Roberts White and

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Company, Chartered Accountants. In 1967, he continued his articles with FF Charles & Company, Chartered Accountants, as audit manager and supervisor of audits which entailed general audit, accounting, financial statement presentation for small public companies, including such companies as a dairy, a trade stamp company, automobile dealerships, financing companies, engineering, retailer, wholesalers, barristers and solicitors, antique dealers and clothing manufacturers. He had total responsibility for the audit of Michael Manufacturing Limited, a public trading company. This entailed the preparation of all information in the year-end financial statements and all printed matters for exchange filing and information to be distributed to the shareholders. In 1969, he qualified as a Chartered Accountant for England and Wales and immigrated to Canada where he accepted a position with Deloitte, Haskins and Sells, Chartered Accountants, in Toronto, Canada. His responsibilities included being an audit supervisor for mainly small and large business clients which included such firms as Wickett & Craig- tanners, Canada Dry Inc. - soft drinks, Chromalox Canada - heating systems, Northern Pigments - paints, to name a few. In 1972, he accepted a position as assistant to the chief Financial Officer of Candeco Management Inc. of Toronto where his responsibilities included preparation of monthly and annual financial reporting packages for all subsidiaries including corporate tax returns, preparation of all required audit working papers and complete audit files for all subsidiaries, responsibilities

for internal control systems for all operating subsidiaries. In 1974, he became assistant to the chief Financial Officer of Canadian Chromalox Ltd. in Toronto where he undertook the controller functions from time to time and subsequently became the Ant-Inflation Officer for Canadian Chromalox's group of companies where he was responsible for all price increase application to Ottawa. In 1977, with the end of the Anti-Inflation legislation he became an independent financial consultant where he offered the following services: accounting, financial statement presentation, business plans, personal and corporate taxation services, corporate reorganizations and restructurings, prospectus preparation and analysis and public offering advice and service. His client base consisted of such companies as Spectra Anodizing Inc. - anodizing services, Security Mirror Ltd. - mirror manufacturer, Arco Prime Steel Inc. - steel fabricator and many other small businesses as well as a continuing relationship with Canadian Chromalox and its subsidiaries. During this same period of time, Gordon Brooke either owned or was a working shareholder in the following business: Black Swan Investments Inc. 30% shareholder in a pub in Toronto, Octagon Industries Inc. 10% shareholder in a signage company, Reybrooke Housewares - 100% owner in a company licensed with a United Kingdom company for PVC extrusions, Beaver Hill Farm Inc. - 33.3% owner of this company which was a producer of fresh herbs grown under light and sold to over 200 retail outlets in southern Ontario. In 1997 he became financial consultant to Confectionately Yours Inc. a Toronto based company specializing in large fresh baked goods and cereal bar manufacturer. His responsibilities were to serve as an interim controller and prepare business plans. In 1998, he became the unofficial Chief Financial Officer of the company until it was sold in December 2000. In 2001 to the present time, he has been working for Snack Crafters Inc. in Toronto as a financial consultant where his responsibilities have been to prepare business plans, to service as an interim accountant providing accounting services, preparation of financial statements on a non-audit basis, corporate tax returns and assisting the company in its reorganization and restructuring.

ALEXANDER ('AL') JOHN IBSEN, 62, graduated from grade 12 and was hired in 1965 by Grant, Atkinson & Blair Ltd., a food brokerage firm, located in Vancouver,

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British Columbia where he worked initially as a salesman before becoming Sales Management and eventually the Branch Manager, supervising a staff of 12. This entailed all head offices accounts in the food, drug and mass merchandisers' items. Through his leadership, the department exceeded the company's budgeted revenue each year he was employed with the company. In 1972, Al joined the firm of R.A. Brown and Sons Ltd., another food brokerage firm, located in Vancouver where he became the sales Manager for the entire British Columbia Region. He was responsible for a staff of 10 employees but the company itself did twice the volume of sales of his former employer. During his employment with R.A. Brown and Sons Ltd. Al's department exceeded the company's budget revenue figures each year. In 1983, he became the general Manager for I.D. Foods Western Corporation and subsequently became General Manager for western Canada with a staff of 20 people. Again he either met or exceeded the company's sales budget prior to becoming employed in 1987 with Capital Bag Ltd./ Crown Packaging Ltd. In 1991, he was hired as Sales Manager for the western Canadian division as well as being responsible for Toronto, Ontario sales department for Sonoco Flexible Packaging Corp. even though this company was located in Vancouver, British Columbia. While at Sonoco, he managed to exceed the budgets there each and every year he was with the company. In fact, in his last year with the firm, he sold an additional CDN \$10,000,000 over and above the budget figures. In May 2001, the company sold their packaging lines in Canada thereby eliminating Al's position with the company. Since 2001, Al has worked as a self-employed contractor in the food industry. Al has served as the past President of many organizations; some of which are as follows: Eastgate Masonic Lodge, Burnaby Big Brothers, B.C. Food Brokerage Association (now an honorary member) and the Food Executives Club of British Columbia (Honorary Member). Al has strong communication and interpersonal skills at all levels of business and can identify and implement new ideas when required.

#### MEETINGS OF THE BOARD AND BOARD COMMITTEES

Since inception, the Company has had only one director and therefore there has been no Board of Directors' meeting and no meetings of the Audit Committee. With the election of the two new directors, there will be periodic Board of Directors

meetings as required from time to time. Management is attempting to seek out one or more individuals who have a professional designation in geology and mining. In electing Gordon Brooke to the Board of Directors, the Company will have an individual to be part of the Audit Committee who is considered a financial expert with the following qualifications:

- - An understanding of generally accepted accounting principles and financial statements;
- - The ability to assess the general application of such principals in connection with the accounting for estimates, accruals and reserves;
- - Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity generally comparable to those of the Company's financial statements, or experience actively supervising one or more persons engaged in such activities;

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- - An understanding of internal controls and procedures for financial reporting; and
- - An understanding of Audit Committee functions.

Further, the Securities Exchange Commission (the "SEC") requires that such attributes have been acquired through any one or more of the follow ways:

- - Education and experience as a principal financial officer, principal accounting officer, controller, public accountant or auditor or experience in one or more positions that involve the performance of similar functions;
- - Experience actively supervising a principal financial officer, principal accounting officer, controller, public accountant, auditor or person performing similar functions;
- - Experience overseeing or assessing the performance of a companies of public accountants with respect to the preparation, auditing or evaluation of financial statements; and
- - Other relevant experience.

Gordon Brooke's professional experience is compatible with the above noted requirements.

Besides that the Audit committee, the Company has no other committees at the present time.

#### DIRECTOR COMPENSATION

The Company does not pay fees to its director for the performance of his duties as director of the Company. We do reimburse the director for his out-of-pocket expenses incurred in connection with attending to business on behalf of the Company. We do not compensate our future directors for committee participation. Nevertheless, the Company realizes that its director does not contribute a service to it and has given recognition to this service by accruing \$200 per month. Basically, this in an accounting entry and the director will never be able to be reimbursed in cash or in shares for the amount accrued. The monthly charge is expensed with an offsetting credit to "Capital in Excess of Par Value" on the Balance Sheet.

#### RECOMMENDATION OF YOUR DIRECTOR

Your director recommends a vote FOR the election of all nominees named above.

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PROPOSAL NO. 2

RATIFICATION OF INDEPENDENT ACCOUNTANTS

Sellers and Anderson, LLP, has audited the Company's financial statements since the year ended August 31, 1999, and has been appointed by the Company's director to continue as the Company's independent accountants for the fiscal year ending August 31, 2004. Stockholders ratification of the selection of Sellers and Anderson, LLP as the Company's independent accountants is not required by the Company's bylaws or otherwise. However, the Director is submitting the selection of Sellers and Anderson LLP for stockholder ratification as a matter of good corporate practice. The persons name in the accompanying Proxy will vote the Common Stock represented by the proxy for ratification of the selection of Sellers and Anderson, LLP, unless a contrary choice has been specified in the Proxy. If the stockholders fail to ratify the appointment, the Director will reconsider his selection, although the Director would not be required to select different independent public accountants for the Company. Even if the selection is ratified, the director, at discretion of the future Board of Directors, may direct the appointment of a different independent accounting firm at any time during the year if the Board of Directors feel that such a change would be in the Companies and the stockholders' best interests.

A representative of Sellers and Anderson, LLP is not expected to be present at the Annual Meeting; therefore, shareholders will not have the opportunity to make statements if he or she desires to do so directly to the independent public accountants.

RECOMMENDATION OF YOUR DIRECTOR

Your Director recommends a vote FOR the ratification of the appointment of Sellers and Anderson, LLP as the Company's independent accountants for the fiscal year ending August 31, 2004.

PROPOSAL NO. 3

APPROVAL AND ADOPTION OF AN AMENDMENT OF THE COMPANY'S CERTIFICATE OF INCORPORATION AND AMENDED AND RESTATED ARTICLES OF INCORPORATION TO EFFECT THE INCREASE OF THE AUTHORIZED SHARE CAPITAL OF THE COMPANY FROM 25,000,000 SHARES WITH A PAR VALUE OF \$0.001 PER SHARE AMOUNTING TO \$25,000 TO 200,000,000 SHARES WITH A PAR VALUE OF \$0.001 PER SHARE, AMOUNTING TO \$200,000.

Your director has recommended that it is advisable and for the benefit of the Company to amend its Certificate of Incorporation and Amend and Restate Articles of Incorporation to change the authorized share capital of the Company from 25,000,000 common shares with a par value of \$0.001 per share to 200,000,000 common share with a par value of \$0.001 per share.

Your Director feels that if the Company, in the future, wishes to issue shares in its capital stock that a limit of 25,000,000 authorized common shares might

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have an effect on the number of shares that can be offered to the investing public. With an increase in the authorized shares to 200,000,000 common shares, any future issuance of shares would not be a problem.

The proposed amendment to change the authorized share capital would be effective upon the filing of an Amendment to the Certificate of Incorporation and Amended and Restated Articles of Incorporation with the Secretary of State of Delaware, which would be made shortly following the adoption of the amendment at the Annual Meeting.

If the proposed amendment is approved, the Fourth paragraph of the Amendment of the Certificate of Incorporation will be deleted in its entirety and replaced by the following:

FOURTH. The total number of share of stock, which this corporation is authorized to issue, is:

Two Hundred Million (200,000,000) shares with a par value of one tenth of one cent (\$0.001) per share, amounting to Two Hundred Thousand Dollars (\$200,000).

A similar deletion and replacement to the Amended and Restated Articles of Incorporation will be replaced as follows:

#### ARTICLE III

The aggregate number of shares, which the corporation shall have authorized to issue, is 200,000,000 Common Shares ("Common Shares"), with a par value of \$0.001 per share.

Approval of the two above amendments requires the affirmative vote of a majority of the outstanding shares of common stock present and entitled to vote at the Meeting. If stockholders do not approve this proposal, then the Company's authorized share capital will remain the same.

#### RECOMMENDATION BY YOUR DIRECTOR

Your director recommends a vote FOR the proposal to amend the Certificate of Incorporation and Amended and Restated Articles of Incorporation to increase the authorized share capital from 25,000,000 Common Shares with a par value of \$0.001 to 200,000,000 Common Shares with a par value 0.001 per share.

#### PROPOSAL NO. 4

#### APPROVAL OF STOCK OPTION PLAN FOR THE ISSUANCE OF A MAXIMUM OF 5,000,000 COMMON SHARES UNDER THE PLAN

Your Company is seeking stockholders' approval for the establishment of Incentive Stock Option Plan ("2004 Plan") to serve as an equity incentive program for management, qualified employees, non-employee members of the Board of Directors, and independent advisors or consultants. The 2004 Plan will become

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effective upon adoption by your director, and ratification by the stockholders at the Annual Meeting. Under the 2004 Plan, the total number of shares of common stock reserved for issuance is 5,000,000, which may be Incentive Stock Options ("ISO") within the meaning of section 422 of the Internal Revenue Code of 1986, as amended, or nonqualified stock options.

The 2004 Plan contains two separate components:

- (i) a discretionary option grant program under which eligible individuals in the Company's employ or service (including officers and other employees, non-employee Board members and independent advisors or consultants) may, at the discretion of the Plan Administrator, be granted options to purchase shares of common stock; and
- (ii) an automatic option grant program under which option grants will automatically be made at periodic intervals to eligible non-employee Board members to purchase shares of Common Stock at an exercised price equal to their fair market value on the award Date.

Your new Board of Directors or a committee of two or more members of the Board will administer the discretionary option grant program. Plan administrators have sole authority to prescribe the timing of option grants, determine the number of shares subject to each grant, the exercise price, vesting schedule, and term for which any option will remain outstanding. The Board of Directors will have the authority to correct any defect, supply any omission or reconcile any inconsistency in the 2004 Plan, and determine the terms and restrictions on all restricted option awards granted under the 2004 Plan, and in general, to construe and interpret any provision of the 2004 Plan or any option granted there under 2004 Plan. The administration of the automatic option grant program will be self-executing in accordance with the provisions of the 2004 Plan (refer to Exhibit 2)

Factors to be considered by the Plan Administrators in granting stock options under the discretionary option grant program includes, but are not limited to the following: grants made to employees and executive officers upon initial employment; grants upon promotion to a new, higher level position that entails increased responsibility and accountability, in connection with the execution of a new employment agreement; and/or when all previously granted stock options have either fully vested or are within twelve months of full vesting. With respect to independent consultants and advisors, options may be granted in lieu of cash fees as consideration to achieve specific milestones. Typically grants to employees will be made in connection with the negotiation of the individual's initial salary level, and range between 10,000 to 50,000 options. Using these factors, the Plan Administrators, in conjunction with your chief Executive Officer, will recommend the number of options to be granted. The Board of Directors may make recommendations that deviate from the historical guidelines where they deem it appropriate. Options are granted at no less than current market value as of the date of grant, and typically vest over a five-year period. In some instances, a graduated range of exercise price will be established. In these circumstances, the Company is considering using a formula of 50% of the total granted options at the market value at the time of grant, 25% at 150% of market value and 25% at 200% of market value.

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The exercise price for outstanding option grants under the 2004 Plan may be paid in cash or, upon approval of the Plan Administrators, in shares of common stock value at fair market value on the exercise date. The option may also be exercised through a same-day cashless exercise program or a reduction in the amount of any Company liability to the optionee. In addition, the Plan Administrators may provide financial assistance to one or more optionees in the exercise of their outstanding options by allowing the individuals to deliver a full-recourse, interest-bearing promissory note in payment of the exercise price and any associated withholdings taxes incurred in connection with the exercise.

Under the automatic option grant program, immediately after each Annual Meeting of stockholders, each elected non-member director of the Company shall automatically be granted a nonqualified stock option to purchase 15,000 shares of common stock for each year included in the term for which such he or she was elected, provided that the individual has not previously received an option grant from the Company in connection with his or her Board service which remains invested.

Under the 2004 Plan, no stock option can be granted for a period longer than ten years or for a period longer than five years for ISO granted to optionees possessing more than 10% of the total combined voting power of the common shares of the Company. Following the effective date of any registration of the Company's securities under the Exchange Act, the per share exercise price for any option granted may not be less than the fair market value of the Company's securities on the grant date. Unless extended by the right to exercise an option terminates thirty days after the termination of an optionee's employment, contractual or director relationship with the Company. If the optionee dies or is disabled, the option will remain exercisable for a period of one year after the termination of employment or relationship with the Company.

At the sole discretion of the Plan Administrators, options granted under the 2004 Plan may contain resale provisions pursuant to which the purchaser of the common stock issued upon exercise of the option may be limited to sales of common stock in an amount, which may not exceed 250,000 shares during any three-month period.

At the date of this Proxy Statement, the company has not issued any stock options.

#### RECOMMENDATION OF YOUR DIRECTOR

Your Director recommends a vote FOR the approval of the 2004 Incentive Stock Option Plan.

# MANAGEMENT

The following table sets forth certain information regarding the beneficial ownership of our common stock as of November 30, 2003 for (a) each person we know to be beneficial owner of five percent or more of our common stock, (b) each director of the Company, (c) each of the executive officers of the Company named in the Summary Compensation Table of this Proxy Statement (the "named Executive Officers"), and (d) your Director and Executive Officers as a group.

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<TABLE>  
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Name and Address of Beneficial Owner(1)	Amount of Beneficial Ownership (2)	Percentage of Class
<S>	<C>	<C>
Del Thachuk. . . . .	100,000	(i) 7.7
Doris M. O'Brien . . . .	100,000	7.7
Auggnetha Quashie. . . .	100,000	7.7
Michael Levesque . . . .	100,000	7.7
Michael Thachuk. . . . .	100,000	(ii) 7.7
Gerry Wolff. . . . .	100,000	7.7
Marvis E. Shaw . . . . .	100,000	7.7
Ken Radomsky . . . . .	100,000	7.7
Raymond Cal Miller . . . .	100,000	7.7
Marion K. Sept . . . . .	100,000	7.7
Karen Ford . . . . .	100,000	7.7
Maryanne Thachuk . . . .	NIL	0.0
Directors and Executive Officers as a Group. . . .	100,000	7.7

- (1) Unless otherwise noted, the security ownership disclosed in this table is of record and beneficial.
- (2) Under Rule 13-d of the Exchange Act, shares not outstanding but subject to options, warrants, rights, conversion privileges pursuant to which such shares may be required in the next 60 days are deemed to be outstanding for the purpose of computing the percentage of the outstanding shares owned by the person having such rights, but are not deemed outstanding for the purpose of the computing the percentage for such other persons. Your director and officers do not have any options, warrants, rights or conversion privileges outstanding.
- (i) This stock is restricted since it was issued in compliance with the exemption from registration provide by Section 4(2) of the Securities Act of 1933, as amended. After this stock has been held for one year your director could sell 1% of the outstanding stock in the Company every three months. Therefore, this stock can be sold after the expiration of one year in compliance with provisions rule 144. There is "stock transfer" instructions placed against the certificate and a legend has been imprinted on the stock certificate itself.
- (ii) Michael Thachuk the son of Del and Maryanne Thachuk. He is married and lives in his own home.

## EXECUTIVE OFFICERS

The names, ages and positions of our executive officers are listed below:

<TABLE>  
<CAPTION>

Name	Age	Position
<S>	<C> <C>	
Del Thachuk. . .	67	Chief Executive Officer and President
Maryanne Thachuk	67	Chief Financial Officer, Chief Accounting Officer and Secretary Treasurer

</TABLE>

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The following is a discussion of the business background of Maryanne Thachuk ( refer to page 7 for the business background of Del Thachuk).

MARYANNE THACHUK has been Secretary Treasurer of our Company since its inception. She graduated from Jasper Place Senior High School in Edmonton in 1954 and then obtained a Certified Secretarial Diploma from McTavish Business College. From 1956 to 1960, Maryanne worked for the CJCA Broadcasting Station in Edmonton reporting on court cases, sport related events and other news issues. She was the assistant to the Sports and News Director. In 1960, she moved to Vancouver and was employed as a private Secretary to the President of Dueck Motors. In 1962, she moved back to Alberta where she was trained as an In-Service Social Worker with the Alberta Government Department of Public & Child Welfare. In 1964, Maryanne moved back to Vancouver as the Secretary of the President of Lindal Cedar Homes. From 1965 to 1988, she worked part time for the President of Delmor Enterprises before becoming one of its directors. In 1988, she became the Personal Secretary to the Board chairman of the Culinary Foods Division for Canadian Airline. Since 1990, she has been working for the B.C. Government Department of Education (Surrey School District #36) where she has received specialized training in financial and administration functions. She retired in 2001 and has remained so since.

Presently the officer identified above serves at the discretion of your director and subsequent to the Annual Meeting at the discretion of the Board of Directors.

#### EXECUTIVE COMPENSATION AND OTHER INFORMATION

The following summary compensation table indicated the cash and non-cash compensation earned during the fiscal year ending August 31, 2000 to 2003 by our Chief Executive Officer and our Chief Financial Officer:

SUMMARY COMPENSATION TABLE (2000-2003)

Annual Compensation	Long term Compensation (US Dollars)
-----	-----
	Awards Payouts

<TABLE>

<CAPTION>

(a)	(b)	(c)	(e)	(f)	(g )	(h)	(i)
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
Name and Princi-	Year	Salary	Other annual Comp. (\$)	Restricted stock awards (\$)	Options/ SAR (#)	LTIP payouts (\$)	All other compen- sation (\$)
pal position . . . .							

	2000	-0-	-0-	-0-	-0-	-0-	-0-
Del Thachuk. . . . .	2001	-0-	-0-	-0-	-0-	-0-	-0-
President and. . . . .	2002	-0-	-0-	-0-	-0-	-0-	-0-
Director. . . . .	2003	-0-	-0-	-0-	-0-	-0-	-0-
	2000	-0-	-0-	-0-	-0-	-0-	-0-
Maryanne Thachuk . .	2001	-0-	-0-	-0-	-0-	-0-	-0-
Secretary Treasurer.	2002	-0-	-0-	-0-	-0-	-0-	-0-
	2003	-0-	-0-	-0-	-0-	-0-	-0-

</TABLE>

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There are no stock options outstanding as at August 31, 2003, but as mentioned under Proposal 5 the Company is seeking approval from its stockholders to introduce an Incentive Stock Option Plan.

The Company is not a party to any employment contracts or collective bargaining agreements.

#### SECTION 16 (A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE

Section 16 (a) of the Securities Exchange Act of 1934, as amended, requires that your director and executive officers, and persons who own more than ten percent of our common stock, file with the SEC initial reports of ownership and reports of change in ownership of our common stock and other equity securities. Officers, directors and greater-than- ten percent stockholders are required by SEC regulation to furnish us with copies of all section 16 (a) forms the file. Specific due dates have been established by the SEC, and we are required to disclose in this report any failure to file by those dates.

Based upon review of the copies of the Section 16 (a) reports furnished to us, or written representations from one more of these persons, we believe that there has been compliance will all section 16 (a) filing requirements applicable to our officers, director and ten-percent beneficial owners; since Del and Maryanne Thachuk have both filed Form 3 and Del Thachuk has filed a Form 5 for 2003.

#### AUDIT COMMITTEE

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN ANY OF THE COMPANY'S FILINGS UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (THE "EXCHANGE ACT"), THAT MIGHT INCORPORATE FUTURE FILINGS, INCLUDING THIS PROXY STATEMENT, IN WHOLE OR IN PART, THE FOLLOWING REPORT OF THE AUDIT COMMITTEE SHALL NOT BE DEEMED TO BE INCORPORATED BY REFERENCE INTO ANY SUCH FILLINGS HAVE BEEN MADE.

Since the inception of the Company, there have not been any Audit Committee meetings due to the limited number of directors and officers. One of the main purposes of increasing the number of directors is to ensure there are sufficient persons available to participate in the activities of the Audit Committee. Presently, the Audit Committee consists of only Del Thachuk.

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The Audit Committee will operate under a written charter adopted by the sole director, attached to this Proxy Statement as Exhibit 1. Among its other functions, the Audit Committee recommends to the Board of Directors, subject to stockholders ratification, the selection of the Company's independent accountants. Management is responsible for the Company's internal controls and financial reporting process. The independent accountants are responsible for performancing an independent audit of the Company's financial statements in accordance with generally accepted auditing standards and to issue a report

thereon. The Audit Committee's responsibility is to monitor and oversee this process.

In this context, Del Thachuk has held discussions with the independent accountants regarding matters required to be discussed by Statement on Auditing Standards No. 61.

The Company's independent accountants also provided to him a written disclosure required by Independence Standards Board Standard No. 1, "Independence Discussions with Audit Committees." Del Thachuk discussed with the independent accountants its firm's independence and considered whether the non-audit services provided by the independent accountants are comparable with maintaining its independence. The only non-auditing services provided by the independent accountants were the preparation of the corporate income tax returns.

Based on the above discussion with the independent accountants, Del Thachuk has authorized the inclusion of the audited financial statement in the Company's Annual Report on Form 10-KSB for the year ended August 31, 2003 as filed with the SEC.

#### FEES BILLED FOR SERVICES RENDERED BY PRINCIPAL ACCOUNTANTS

##### AUDIT FEES.

Sellers and Andersen LLP, our independent auditor and principal accountant, billed the Company a aggregate of \$3,400 in fees for professional services rendered in connection with the audit of our financial statements for the fiscal year in connection with the audit of our financial statements for the fiscal year ended August 31, 2003, and the reviews of the financial statements included in each of our Form 10-QSB filed during the year.

##### FINANCIAL INFORMATION SYSTEMS AND IMPLEMENTATION FEES.

Sellers and Andersen did not perform or bill our Company for professional services during the fiscal year ended August 31, 2003, in connection with the design and implementation of financial information systems.

The Audit Committee, at the present time being only Del Thachuk, has concluded that the provision of these services to our Company is compatible with maintaining Sellers and Andersen LLP's independence.

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##### TAX FEES

Sellers and Andersen LLP invoiced the Company \$200 for the preparation and completion of the corporate income tax returns.

##### DISAGREEMENT WITH THE INDEPENDENT ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

From inception to date, the Company's principal accountants have been Sellers and Andersen, LLC of Salt Lake City, Utah. The firm's report for the period from inception to August 31, 2003 did not contain any adverse opinion or disclaimer, nor were there any disagreements between management and the Company's accountants.

##### OTHER MATTERS

The Board of Directors does not know any other business that may come before the Annual Meeting, but if any are properly presented at the Annual Meeting, on any adjournments or postponements, the persons named in the enclosed proxy will vote the proxy and act according to their best judgment.

##### AVAILABILITY OF INFORMATION

A copy of our Annual Report on Form 10-KSB for the year ended August 31, 2003, as filed with the SEC, is being mailed to stockholders together with the 2003 Annual Report and Proxy Statement. If stockholders require copies of the various Form 10-QSB filed during the year they may obtain a copy, without charge, by writing to Maryanne Thachuk, Standard Capital Corporation, 34-3387 King George Highway, Surrey, British Columbia, Canada, V4P 1B7.

By Order of your Director

/s/ "E. Del Thachuk"

E. Del Thachuk  
President and Chief Executive Officer

January 17, 2004

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PROXY

STANDARD CAPITAL CORPORATION

ANNUAL MEETING OF STOCKHOLDERS, FEBRUARY 20, 2004

THIS PROXY IS SOLICITED ON BEHALF OF YOUR DIRECTOR

THE UNDERSIGNED REVOKES ALL PREVIOUS PROXIES, ACKNOWLEDGES RECEIPT OF THE NOTICE OF THE STOCKHOLDERS' MEETING TO BE HELD FEBRUARY 20, 2004 AND THE PROXY STATEMENT, AND APPOINTS DEL THACHUK AND MARYANNE THACHUK, OR EITHER OF THEM THE PROXY OF THE UNDERSIGNED, WITH FULL POWER OF SUBSTITUTION, TO VOTE ALL SHARES OF COMMON STOCK OF STANDARD CAPITAL CORPORATION, THAT THE UNDERSIGNED IS ENTITLED TO VOTE, EITHER ON HIS OR HER BEHALF OR ON BEHALF OF AN ENTITY OR ENTITIES AT THE ANNUAL MEETING OF STOCKHOLDERS OF THE COMPANY TO BE HELD ON FEBRUARY 20, 2004, AND AT ANY ADJOURNMENT OR POSTPONEMENT THEREOF, WITH THE SAME FORCE AND EFFECT AS THE UNDERSIGNED MIGHT OR COULD DO IF PERSONALLY PRESENT. THE SHARES REPRESENTED BY THIS PROXY ARE AS OF JANUARY 2, 2004, AND SHALL BE VOTED IN THE MANNER SET FORTH BELOW:

PLEASE MARK, DATE AND SIGN IN THE SPACE PROVIDED BELOW AND RETURN PROPTLY USING THE ENCLOSED STAMPED SELF-ADDRESSED ENCLOSED ENVELOPE.

THE SHARES REPRESENTED BY THIS PROXY MAY BE VOTED ON THE ITEMS BELOW BY MARKING AN "X" IN THE SPACE PROVIDED FOR THAT PURPOSE. UNLESS OTHERWISE SPECIFIED, THIS PROXY WHEN PROPERLY EXECUTED WILL BE VOTED FOR PROPOSAL 1-5, AND WILL BE VOTED IN THE DISCRETION OF THE PROXIES ON SUCH OTHER MATTERS AS MAY PROPERLY COME BEFORE THE MEETING OR ANY ADJOURNMENT OR POSTPONEMENT THEREOF.

1. To elect the following nominees as directors to serve until the next Annual Meeting or until their successors have been elected and qualified:

E. Del Thachuk	FOR	AGAINST	ABSTAIN
Alexander Ibsen	FOR	AGAINST	ABSTAIN
Gordon Brooke	FOR	AGAINST	ABSTAIN

2. To ratify the selection of Sellers and Andersen LLP as the Company's independent accountants:

FOR	AGAINST	ABSTAIN
-----	---------	---------

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3. Amendment to the Certificate of Incorporation and Amended and Restated Articles of Incorporation to increase the authorized share capital of the Company from 25,000,000 common share with a par value of \$0.001 per share to 200,000,000 common shares with a par value of \$0.001 per share:

FOR                      AGAINST                      ABSTAIN

4. To approve the adoption of an Incentive Stock Option Plan as an incentive to directors, officers, employees and consultants:

FOR                      AGAINST                      ABSTAIN

Please sign your name exactly as it appears hereon. If acting as an attorney, executor, trustee, or in other capacity, sign name and title.

Dated: \_\_\_\_\_ , 2004

(signature)

(address)

AUDIT COMMITTEE CHARTER

OF

STANDARD CAPITAL CORPORATION  
(a Delaware Corporation)

Resolved that the charter and powers of the Audit Committee of the Board of Directors (the "Audit Committee") shall be:

overseeing that management has maintained the reliability and integrity of the accounting policies and financial reporting disclosure practices of the Company;

Overseeing that management has established and maintained processes to assure that an adequate system of internal control is functioning within the Company; and

Overseeing that management has established and maintained processes to assure the compliance by the Company with all applicable laws, regulations and Company policy.

RESOLVED, that the Audit Committee shall have the following special powers and duties;

1. Holding such regular meetings as may be necessary and such special meetings as may be called by the Chairman of the Audit Committee or at request of the independent accountants;

2. Reviewing the performance of the independent accountants and making recommendation to the Board of Directors regarding the appointment or termination of the independent accountants;

3. Conferring with the independent accountants concerning the scope of their examination of the books and records of the Company; reviewing and approving the Company's internal audit charter, annual audit plans and budgets; directing the special attention of the Auditors to specific matters or areas deemed by the committee or the auditors to be of special significant; and authorizing the auditors to perform such supplement reviews or audits as the Committee may deem desirable;

4. Reviewing with the management, the independent accountants significant risks and exposures, audit activities and significant audit findings;

5. Reviewing the range and cost of audit and non-audit services performed by the independent accountants;

6. Reviewing the Company's audited annual financial statement and the independent accountants' opinion rendered with respect to such financial

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statements, including reviewing the nature and extent of any significant changes in accounting principles of the application therein

7. Obtaining from the independent accountants their recommendations regarding internal controls and other matters relating to the accounting procedures and the books and records of the Company and reviewing the correction of controls deemed to be deficient;

8. Providing an independent, direct communication between the Board of Directors and the independent accountants;

9. Reviewing the programs and policies of the Company designed to ensure

compliance with applicable laws and regulations and monitoring the results of these compliance efforts;

10. Reporting through its Chairman to the Board of Directors following the meetings of the Audit Committee;

11. Maintaining minutes or other records of meetings and activities of the Audit Committee;

12. Reviewing the powers of the Committee annually and reporting and making recommendations to the Board of Directors on these responsibilities;

13. Conducting or authorizing investigations into any matters within the Audit Committee's scope of responsibilities. The Audit Committee shall be empowered to retain independent counsel, accountants, or others to assist it in the conduct of any investigation;

14. Considering such other matters in relation to the financial affairs of the Company and its accountants, and in relation to the external audit of the Company as the Audit Committee may, in its discretion, determine to be advisable.

CERTIFICATION AS TO THE AUDIT COMMITTEE CHARTER FOR THE COMPANY

I, the undersigned, being the sole Director of the Company, do hereby certify the foregoing to be the Audit Committee Charter of the Company.

/s/ "E. Del Thachuk"

-----  
E. Del Thachuk, Chairman

2003 STOCK OPTION PLAN WITH FORM OF OPTION AGREEMENT

STANDARD CAPITAL CORPORATION

2004 STOCK OPTION PLAN

This 2004 Stock Option Plan ("Plan") provides for the grant of options to acquire shares of common stock, .001 par value ("Common Stock") of STANDARD CAPITAL CORPORATION, a Delaware corporation ("Company"). Stock options granted under this Plan are referred to in this Plan as "Options." Options that qualify under Section 422 of the Internal Revenue Code of 1986, as amended ("Code"), are referred to in this Plan as "Incentive Stock Options." Options granted under this Plan that do not qualify under Section 422 of the Code are referred to as "Nonqualified Stock Options."

1.0 PURPOSES

1.1 The purposes of this Plan are (i) to retain the services of a management team, qualified employees of the Company and non-employee advisors or consultants as the Plan Administrators shall select in accordance with this Plan; (ii) to retain the services of valued non-employee directors pursuant to Section 5.15 below; (iii) to provide these persons with an opportunity to obtain or increase a proprietary interest in the Company, to provide incentives for effective service and high-level performance, to strengthen their incentive to achieve the objectives of the shareholders of the Company; and (iv) to serve as an aid and inducement in the hiring or recruitment of new employees, consultants, non-employee directors and other persons needed for future operations and growth of the Company. Employees, non-employee advisors and consultants are referred to in this Plan as "Service Providers."

2.0 ADMINISTRATION

2.1 This Plan shall be administered by, or in accordance with the recommendation of, the Board of Directors of the Company ("Board"). The Board may, in its discretion, establish a committee composed of two or more members of the Board to administer this Plan ("Committee") which may be an executive, compensation or other committee, including a separate committee especially created for this purpose. The Committee shall have the powers and authority as the Board may delegate to it, including the power and authority to interpret any provision of this Plan or of any Option. The members of the Committee shall serve at the discretion of the Board. The Board, and/or the Committee if one has been established by the Board, are referred to in this Plan as the "Plan Administrators."

2.2 Following registration of any of the Company's securities under Section 12 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), the Plan Administrators shall not take any action which is not in full compliance with the exemption from Section 16(b) of the Exchange Act provided by Rule 16b-3, as amended, or any successor rule or rules, and any other rules or regulations of the Securities and Exchange Commission, a national exchange, the Nasdaq Stock Market, the NASD Bulletin Board, or any other applicable regulatory authorities, and any such action shall be void and of no effect.

2.3 Except as limited by Section 5.15 below, and subject to the provisions of this Plan, and with a view to effecting its purpose, the Plan Administrators shall have sole authority, in their absolute discretion, to (i) construe and interpret this Plan; (ii) define the terms used in this Plan; (iii) prescribe, amend and rescind rules and regulations relating to this Plan; (iv) correct any defect, supply any omission or reconcile any inconsistency in this Plan; (v) select the Service Providers to whom Options shall be granted under this Plan and whether the Option is an Incentive Stock Option or a Nonqualified Stock Option; (vi) determine the time or times at which Options shall be granted

under this Plan; (vii) determine the number of shares of Common Stock subject to each Option, the exercise price of each Option, the duration of each Option and the times at which each Option shall become exercisable; (viii) determine all other terms and conditions of Options; (ix) approve the forms of agreement to be used under the Plan; (x) to determine the "Fair Market Value", as defined in Section 2.4 below; (xi) to reduce the exercise price of any Option to the then current Fair Market Value if the Fair Market Value of the Common Stock covered by the Option shall have declined since the date the Option was granted; (xii) to institute a program whereby outstanding options are surrendered in exchange for options with a lower exercise price; (xiii) to provide financial assistance to Optionees in the exercise of their outstanding options by allowing the individuals to deliver a full-recourse, interest-bearing promissory note in payment of the exercise price and any associated withholding taxes incurred in connection with the exercise; (xiv) to allow Optionees to satisfy withholding tax obligations by electing to have the Company withhold from the shares of Common Stock to be issued upon exercise of an Option that number of shares having a Fair Market Value equal to the amount required to be withheld. The Fair Market Value of the shares to be withheld shall be determined on the date that the amount of tax to be withheld is to be determined. All elections by an Optionee to have shares withheld for this purpose shall be made in such form and under such conditions as the Plan Administrators may deem necessary or advisable; (xv) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Option previously granted by the Plan Administrators; and (xvi) make all other determinations necessary or advisable for the administration of this Plan. All decisions, determinations and interpretations made by the Plan Administrators shall be binding and conclusive on all participants in this Plan and on their legal representatives, heirs and beneficiaries. None of the Plan Administrators shall be liable for any action taken or determination made in good faith with respect to the Plan or any grant.

2.4 "Fair Market Value" shall be deemed to be, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, or if the principal market for the Common Stock is the over-the-counter market, including without limitation Nasdaq NMS or Nasdaq Small Cap of the Nasdaq Stock Market, as the case may be, its Fair Market Value shall be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day immediately preceding the date of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable. If the principal market for the Common Stock is the NASD Electronic Bulletin Board or other over-the-counter market other than Nasdaq NMS or Nasdaq Small Cap of the Nasdaq Stock Market, its Fair Market Value shall be the mean between the closing bid and asked quotations for the Common Stock for the 20 trading days last preceding the date of conversion.

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(ii) In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Administrator.

### 3.0 ELIGIBILITY

3.1 Incentive Stock Options may be granted to any individual who, at the time the Option is granted, is an employee of the Company or any parent, subsidiary or other corporation permitted by the Code, including employees who are directors of the Company ("Employees"). Nonqualified Stock Options may be granted to Service Providers as the Plan Administrators shall select, and to non-employee directors of the Company pursuant to the formula set forth in Section 5.15 below. Options may be granted in substitution for outstanding Options of another corporation in connection with the merger, consolidation, acquisition of property or stock or other reorganization between such other corporation and the Company or any subsidiary of the Company. Options also may be granted in exchange for outstanding Options. Any person to whom an Option is granted under this Plan is referred to as an "Optionee."

### 4.0 NUMBER OF SHARES AVAILABLE

4.1 The Plan Administrators are authorized to grant Options to acquire up to a total of Five Million (5,000,000) shares of the Company's authorized but unissued, or reacquired, Common Stock. The number of shares with respect to which Options may be granted hereunder is subject to adjustment as set forth below in Section 5.14. If any outstanding Option expires or is terminated for any reason, the shares of Common Stock allocable to the unexercised portion of such Option may again be subject to an Option to the same Optionee or to a different person eligible under this Plan.

#### 5.0 TERMS AND CONDITIONS OF OPTIONS

5.1 Each Option granted under this Plan shall be evidenced by a written agreement approved by the Plan Administrators ("Agreement"). Agreements may contain such additional provisions, not inconsistent with this Plan, as the Plan Administrators in their discretion may deem advisable. All Options also shall comply with the following requirements.

5.2 Number of Shares and Type of Option. Each Agreement shall state the number of shares of Common Stock to which it pertains and designate whether the Option is intended to be an Incentive Stock Option or a Nonqualified Stock Option. In the absence of action or designation to the contrary by the Plan Administrators in connection with the grant of an Option, all Options shall be Nonqualified Stock Options. The aggregate Fair Market Value, determined at the Date of Grant, as defined below, of the stock with respect to which Incentive Stock Options are exercisable for the first time by the Optionee during any calendar year, granted under this Plan and all other Incentive Stock Option plans of the Company, a related corporation or a predecessor corporation, shall not exceed \$100,000, or such other limit as may be prescribed by the Code as it may be amended from time to time. Any Option which exceeds the annual limit shall not be void but rather shall be a Nonqualified Stock Option.

5.3 Date of Grant. Each Agreement shall state the date the Plan Administrators have deemed to be the effective date of the Option for purposes of, and in accordance with, this Plan ("Date of Grant").

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5.4 Option Price. Each Agreement shall state the price per share of Common Stock at which it is exercisable. The exercise price shall be fixed by the Plan Administrators at whatever price the Plan Administrators may determine in the exercise of its sole discretion; provided, that the per share exercise price for any Option granted following the effective date of registration of any of the Company's securities under the Exchange Act shall not be less than the Fair Market Value per share of the Common Stock at the Date of Grant as determined by the Plan Administrators in good faith; provided further, that with respect to Incentive Stock Options granted to greater than 10 percent shareholders of the Company, as determined with reference to Section 424(d) of the Code, the exercise price per share shall not be less than 110 percent of the Fair Market Value per share of the Common Stock at the Date of Grant; and, provided further, that Incentive Stock Options granted in substitution for outstanding Options of another corporation in connection with the merger, consolidation, acquisition of property or stock or other reorganization involving such other corporation and the Company or any subsidiary of the Company may be granted with an exercise price equal to the exercise price for the substituted Option of the other corporation, subject to any adjustment consistent with the terms of the transaction pursuant to which the substitution is to occur.

5.5 Duration of Options. At the time of the grant of the Option, the Plan Administrators shall designate, subject to paragraph 5.8 below, the expiration date of the Option, which date shall not be later than 10 years from the Date of Grant; provided, that the expiration date of any Incentive Stock Option granted to a greater-than-10 percent shareholder of the Company (as determined with reference to Section 424(d) of the Code) shall not be later than five years from the Date of Grant. In the absence of action to the contrary by the Plan Administrators in connection with the grant of a particular Option, and except in the case of Incentive Stock Options as described above, all Options granted under this Plan shall expire 10 years from the Date of Grant.

5.6 Vesting Schedule. No Option shall be exercisable until it has

vested. The vesting schedule for each Option shall be specified by the Plan Administrators at the time of grant of the Option; provided, that if no vesting schedule is specified at the time of grant or in the Agreement, the entire Option shall vest according to the following schedule:

<TABLE>

<CAPTION>

Number of Years Following Date of Plan	Percentage of Total Options to be exercisable
-----	
<S>	<C>
1 .. . . . .	25%
2 .. . . . .	50%
3 .. . . . .	75%
4 .. . . . .	100%

</TABLE>

5.7 Acceleration of Vesting. The vesting of one or more outstanding Options may be accelerated by the Plan Administrators at such times and in such amounts as it shall determine in its sole discretion. The vesting of Options also shall be accelerated under the circumstances described below in Section 5.14.

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#### 5.8 Term of Option.

5.8.1 Vested Options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events: (i) the expiration of the Option, as designated by the Plan Administrators; (ii) the expiration of 30 days from the date of an Optionee's termination of employment, contractual or director relationship with the Company or any Related Corporation for any reason whatsoever other than death or Disability, as defined below, unless, in the case of a Nonqualified Stock Option, the exercise period is otherwise defined by terms of an agreement with Optionee entered into prior to the effective date of the Plan, or the exercise period is extended by the Plan Administrators until a date not later than the expiration date of the Option; or (iii) the expiration of one year from (A) the date of death of the Optionee or (B) cessation of an Optionee's employment, contractual or director relationship with the Company or any Related Corporation by reason of Disability (as defined below) unless, in the case of a Nonqualified Stock Option, the exercise period is extended by the Plan Administrators until a date not later than the expiration date of the Option. If an Optionee's employment, contractual or director relationship with the Company or any Related Corporation is terminated by death, any Option held by the Optionee shall be exercisable only by the person or persons to whom such Optionee's rights under such Option shall pass by the Optionee's will or by the laws of descent and distribution of the state or county of the Optionee's domicile at the time of death. "Disability" shall mean that a person is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrators shall determine whether an Optionee has incurred a Disability on the basis of medical evidence acceptable to the Plan Administrators. Upon making a determination of Disability, the Committee shall, for purposes of the Plan, determine the date of an Optionee's termination of employment, contractual or director relationship.

5.8.2 Unless accelerated as set forth above, unvested Options shall terminate immediately upon termination of Optionee's employment, contractual or director relationship with the Company or any Related Corporation for any reason whatsoever, including death or Disability. If, in the case of an Incentive Stock Option, an Optionee's relationship with the Company changes (e.g., from an employee to a non-employee, such as a consultant, or a non-employee director),

such change shall not necessarily constitute a termination of an Optionee's contractual relationship with the Company but rather the Optionee's Incentive Stock Option shall automatically be converted into a Nonqualified Stock Option. For purposes of this Plan, transfer of employment between or among the Company and/or any Related Corporation shall not be deemed to constitute a termination of employment with the Company or any Related Corporation. For purposes of this subsection with respect to Incentive Stock Options, employment shall be deemed to continue while the Optionee is on military leave, sick leave or other bona fide leave of absence as determined by the Plan Administrators. The foregoing notwithstanding, employment shall not be deemed to continue beyond the first 90 days of such leave, unless the Optionee's re-employment rights are guaranteed by statute or by contract.

5.8.3 Unvested Options shall terminate immediately upon any material breach, as determined by the Plan Administrators, by Optionee of any employment, non-competition, non-disclosure or similar agreement by and between the Company and Optionee.

5.9 Exercise of Options. Options shall be exercisable, either all or in part, at any time after vesting, until the Option terminates for any reason set forth under this Plan, unless the exercise period is extended by the Plan

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Administrators until a date not later than the expiration date of the Option. If less than all of the shares included in the vested portion of any Option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the Option term. No portion of any Option for less than ten thousand (10,000) shares, as adjusted pursuant to Section 5.14 below, may be exercised; provided, that if the vested portion of any Option is less than ten thousand (10,000) shares, it may be exercised with respect to all shares for which it is vested. Only whole shares may be issued pursuant to an Option, and to the extent that an Option covers less than one share, it is unexercisable. Options or portions thereof may be exercised by giving written notice to the Company, which notice shall specify the number of shares to be purchased, and be accompanied by payment in the amount of the aggregate exercise price for the Common Stock so purchased, which payment shall be in the form specified in this Plan. The Company shall not be obligated to issue, transfer or deliver a certificate of Common Stock to any Optionee, or to his personal representative, until the aggregate exercise price has been paid for all shares for which the Option shall have been exercised and adequate provision has been made by the Optionee for satisfaction of any tax withholding obligations associated with such exercise. During the lifetime of an Optionee, Options are exercisable only by the Optionee.

5.10 Payment upon Exercise of Option. Upon the exercise of any Option, the aggregate exercise price shall be paid to the Company in cash or by certified or cashier's check. In addition, upon approval of the Plan Administrators, an Optionee may pay for all or any portion of the aggregate exercise price by (i) delivering to the Company shares of Common Stock previously held by Optionee which have been owned by Optionee for more than six (6) months on the date of surrender; (ii) having shares withheld from the amount of shares of Common Stock to be received by the Optionee; (iii) delivery of an irrevocable subscription agreement obligating the Optionee to take and pay for the shares of Common Stock to be purchased within eighteen months of the date of exercise, to be accompanied by a full-recourse, interest-bearing promissory note in payment of the exercise price and any associated withholding taxes incurred in connection with the exercise; (iv) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan; (v) a reduction in the amount of any Company liability to the Optionee, including any liability attributable to the Optionee's participation in any Company-sponsored deferred compensation program or arrangement; or (vi) such other consideration and method of payment for the issuance of shares to the extent permitted by Applicable Laws. The shares of Common Stock received or withheld by the Company as payment for shares of Common Stock purchased upon the exercise of Options shall have a Fair Market Value at the date of exercise (as determined by the Plan Administrators) equal to the aggregate exercise price (or portion thereof) to be paid by the Optionee upon such exercise.

5.11 Rights as a Shareholder. An Optionee shall have no rights as a



shareholder with respect to any shares covered by an Option until such Optionee becomes a record holder of the shares, irrespective of whether such Optionee has given notice of exercise. Subject to the provisions of Section 5.14 of this Plan, no rights shall accrue to an Optionee and no adjustments shall be made on account of dividends (ordinary or extraordinary, whether in cash, securities or other property) or distributions or other rights declared on, or created in, the Common Stock for which the record date is prior to the date the Optionee becomes a record holder of the shares of Common Stock covered by the Option, irrespective of whether such Optionee has given notice of exercise.

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5.12 **Transfer of Option.** Options granted under this Plan and the rights and privileges conferred by this Plan may not be transferred, assigned, pledged or hypothecated in any manner, whether by operation of law or otherwise, other than by will or by applicable laws of descent and distribution or, with respect to Nonqualified Stock Options, pursuant to a domestic relations order, and shall not be subject to execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any Option or of any right or privilege conferred by this Plan contrary to the provisions hereof, or upon the sale, levy or any attachment or similar process upon the rights and privileges conferred by this Plan, such Option shall thereupon terminate and become null and void.

5.13 **Securities Regulation and Tax Withholding.**

5.13.1 Shares shall not be issued with respect to an Option unless the exercise of such Option and the issuance and delivery of such shares shall comply with all relevant provisions of law, including, without limitation, any applicable state securities laws, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations thereunder and the requirements of any stock exchange upon which such shares may then be listed. The issuance shall be further subject to the approval of counsel for the Company with respect to such compliance, including the availability of an exemption from registration for the issuance and sale of such shares. The inability of the Company to obtain from any regulatory body the authority deemed by the Company to be necessary for the lawful issuance and sale of any shares under this Plan, or the unavailability of an exemption from registration for the issuance and sale of any shares under this Plan, shall relieve the Company of any liability with respect to the non-issuance or sale of such shares.

5.13.2 As a condition to the exercise of an Option, in order to comply with federal or state securities laws the Plan Administrators may require the Optionee to represent and warrant in writing at the time of such exercise that the shares are being purchased only for investment and without any then-present intention to sell or distribute such shares. At the option of the Plan Administrators, a stop-transfer order against such shares may be placed on the stock books and records of the Company, and a legend indicating that the stock may not be pledged, sold or otherwise transferred unless an opinion of counsel is provided stating that such transfer is not in violation of any applicable law or regulation, may be stamped on the certificates representing such shares in order to assure an exemption from registration. The Plan Administrators also may require such other documentation as may from time to time be necessary to comply with federal and state securities laws. **THE COMPANY HAS NO OBLIGATION TO UNDERTAKE REGISTRATION OF OPTIONS OR THE SHARES OF STOCK ISSUABLE UPON THE EXERCISE OF OPTIONS.**

5.13.3 As a condition to the exercise of any Option granted under this Plan, the Optionee shall make such arrangements as the Plan Administrators may require for the satisfaction of any federal, state or local withholding tax obligations that may arise in connection with such exercise. Alternatively, the Plan Administrators may provide that a Grantee may elect, to the extent permitted or required by law, to have the Company deduct federal, state and local taxes of any kind required by law to be withheld upon such exercise from any payment of any kind due to the Grantee. Without limitation, at the discretion of the Plan Administrators, the withholding obligation may be satisfied by the withholding or delivery of shares of Common Stock.

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5.13.4 The issuance, transfer or delivery of certificates of Common Stock pursuant to the exercise of Options may be delayed, at the discretion of the Plan Administrators, until the Plan Administrators are satisfied that the applicable requirements of the federal and state securities laws and the withholding provisions of the Code have been met.

5.14 Stock Dividend, Reorganization or Liquidation.

5.14.1 If (i) the Company shall at any time be involved in a transaction described in Section 424(a) of the Code (or any successor provision) or any "corporate transaction" described in the regulations thereunder; (ii) the Company shall declare a dividend payable in, or shall subdivide or combine, its Common Stock or (iii) any other event with substantially the same effect shall occur, the Plan Administrators shall, with respect to each outstanding Option, proportionately adjust the number of shares of Common Stock and/or the exercise price per share so as to preserve the rights of the Optionee substantially proportionate to the rights of the Optionee prior to such event, and to the extent that such action shall include an increase or decrease in the number of shares of Common Stock subject to outstanding Options, the number of shares available under Section 4.0 of this Plan shall automatically be increased or decreased, as the case may be, proportionately, without further action on the part of the Plan Administrators, the Company or the Company's shareholders.

5.14.2 If the Company is liquidated or dissolved, the Plan Administrators shall allow the holders of any outstanding Options to exercise all or any part of the unvested portion of the Options held by them; provided, however, that such Options must be exercised prior to the effective date of such liquidation or dissolution. If the Option holders do not exercise their Options prior to such effective date, each outstanding Option shall terminate as of the effective date of the liquidation or dissolution.

5.14.3 The foregoing adjustments in the shares subject to Options shall be made by the Plan Administrators, or by any successor administrator of this Plan, or by the applicable terms of any assumption or substitution document.

5.14.4 The grant of an Option shall not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge, consolidate or dissolve, to liquidate or to sell or transfer all or any part of its business or assets.

5.15 Option Grants to Non-Employee Directors.

5.15.1 Automatic Grants. Upon the initial appointment of a Non-Employee Director, as defined below, the Plan Administrators are authorized to grant initial Options ("Initial Options") to each Non-Employee Director in such amounts and upon such terms, provisions and vesting schedule as determined in the sole discretion of the Plan Administrators. After the Initial Options are fully vested, or in the event no Initial Options are granted to a Non-Employee Director, Options shall be granted to Non-Employee Directors under the terms and conditions of this Section 5.15 of this Plan. Unless the number of shares available under Section 4.0 of this Plan shall have been decreased to less than 50,000, immediately after each annual meeting of shareholders at which he or she

is elected a director, each Non-Employee Director, as defined below, of the Company shall automatically be granted a Nonqualified Stock Option to purchase 15,000 shares of Common Stock for each year included in the term for which such he or she was elected a director at such meeting; provided, however, that if a director is appointed to fill a vacancy in the Company's Board of Directors, a Non-Employee Director shall be granted a Nonqualified Stock Option to purchase that number of shares of Common Stock equal to 15,000 multiplied by a fraction, the numerator of which shall be equal to the number of months from the date of his or her appointment until the next regularly scheduled annual meeting of shareholders at which directors are to be elected (as determined by the

Company's bylaws and rounded to the nearest whole number) and the denominator of which shall be twelve (12). "Non-Employee Director" shall have the meaning set forth in Rule 16b-3 under the Exchange Act as such rule is in effect on the date this Plan is approved by the shareholders of the Company, as it may be amended from time to time, or any successor rule or rules.

5.15.2 Option Price. The option price for the Options granted under Section 5.15 shall be not less than one hundred percent (100%) of the Fair Market Value of the shares of Common Stock on the Date of Grant, as determined by the Plan Administrators in good faith in accordance with the definition set forth in Section 2.4 of this Plan. Each such Option shall have a four-year term from the Date of Grant, unless earlier terminated pursuant to Section 5.8.

5.15.3 Vesting Schedule. No Option shall be exercisable by a Non-Employee Director until it has vested. For Options granted in connection with the election of a director at an annual meeting of shareholders, each Option shall vest as to 15,000 shares of Common Stock for each year of service as a director on each anniversary date of the annual meeting. For Options granted in connection with the appointment of a director, each Option shall vest as to 15,000 shares of Common Stock for each year of service as a director on each anniversary date of such appointment.

#### 5.16 Common Stock Repurchase Rights

5.16.1 Repurchase Option. At the sole discretion of the Plan Administrators, each Option granted under this Plan may contain repurchase provisions pursuant to which, after exercise of the Option, the Company is granted an irrevocable, exclusive option ("Repurchase Option") to purchase from Optionee the Common Stock issued upon exercise of the Option. If the Plan Administrators determine that Options granted under the Plan will be subject to a Repurchase Option, Service Providers shall be notified by the Plan Administrators of the terms, conditions and restrictions of the Repurchase Option by means of a Restricted Stock Purchase Agreement, and Options shall be accepted by Service Providers by execution of a Restricted Stock Purchase Agreement in the form determined by the Plan Administrators. Unless the Plan Administrators determine otherwise, the Restricted Stock Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's service with the Company for any reason (including death or disability).

5.16.2 Purchase Price and Duration. The purchase price for shares of Common Stock repurchased pursuant to the Restricted Stock Purchase Agreement shall be the original price per share paid by the purchaser, plus an amount equal to any federal or state income tax liability incurred by purchaser upon exercise of a Nonqualified Stock Option. The purchase price may be paid by cancellation of any indebtedness of the purchaser to the Company. The Repurchase Option shall lapse after one year following the date of exercise, unless the repurchase period is shortened in accordance with a schedule determined by the Plan Administrators.

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5.16.3 Escrow of Shares. The Restricted Stock Purchase Agreement may also provide that the shares of Common Stock be delivered and deposited with an escrow holder designated by the Company until such time as the Repurchase Option expires.

5.16.4 Other Provisions. The Restricted Stock Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Administrator in its sole discretion.

5.16.5 Rights as a Shareholder. Once the Option is exercised and unless and until the Repurchase Option is exercised by the Company, the purchaser shall have the rights equivalent to those of a shareholder, and shall be a shareholder when his or her purchase is entered upon the records of the duly authorized transfer agent of the Company.

#### 5.17 Common Stock Resale Restrictions

5.17.1 Resale Restrictions. At the sole discretion of the Plan

Administrators, each Option granted under this Plan may contain resale provisions pursuant to which, after exercise of the Option, the purchaser of the Common Stock issued upon exercise of the Option shall be limited to sales of Common Stock sold for the account of the purchaser or an affiliate of the purchaser in an amount which shall not exceed 250,000 shares of Common Stock during any three-month period.

5.17.2 Duration. The Resale Restriction may continue for as long as the purchaser beneficially owns the Common Stock issued upon exercise of the Option, unless the Resale Restriction is shortened in accordance with a schedule determined by the Plan Administrators.

#### 6.0 EFFECTIVE DATE; TERM

6.1 This Plan shall be effective as of February 20, 2004. The Plan shall include all options granted by Plan Administrators prior to the effective date of the Plan, in accordance with the effective Date of Grant and other terms of each agreement with Optionee. Incentive Stock Options may be granted by the Plan Administrators from time to time thereafter until February 20, 2009. Nonqualified Stock Options may be granted until this Plan is terminated by the Board in its sole discretion. Termination of this Plan shall not terminate any Option granted prior to such termination. Any Incentive Stock Options granted by the Plan Administrators prior to the approval of this Plan by a majority of the shareholders of the Company shall be granted subject to ratification of this Plan by the shareholders of the Company within 12 months after this Plan is adopted by the Board, and if shareholder ratification is not obtained, each and every Incentive Stock Option shall become a Nonqualified Stock Option.

#### 7.0 NO OBLIGATIONS TO EXERCISE OPTION

7.1 The grant of an Option shall impose no obligation upon the Optionee to exercise such Option.

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#### 8.0 NO RIGHT TO OPTIONS OR TO EMPLOYMENT, CONTRACTUAL OR DIRECTOR RELATIONSHIP

8.1 Except as provided in Section 5.15 above, whether or not any Options are to be granted under this Plan shall be exclusively within the discretion of the Plan Administrators, and nothing contained in this Plan shall be construed as giving any person or Service Provider any right to participate under this Plan. The grant of an Option shall in no way constitute any form of agreement or understanding binding on the Company or any Related Corporation, express or implied, that the Company or any Related Corporation will employ, contract with, or use any efforts to cause to continue service as a director by, an Optionee for any length of time.

#### 9.0 APPLICATION OF FUNDS

9.1 The proceeds received by the Company from the sale of Common Stock issued upon the exercise of Options shall be used for general corporate purposes, unless otherwise directed by the Board.

#### 10.0 INDEMNIFICATION OF PLAN ADMINISTRATOR

10.1 In addition to all other rights of indemnification they may have as members of the Board, members of the Plan Administrators shall be indemnified by the Company for all reasonable expenses and liabilities of any type or nature, including attorneys' fees, incurred in connection with any action, suit or proceeding to which they or any of them are a party by reason of, or in connection with, this Plan or any Option granted under this Plan, and against all amounts paid by them in settlement thereof, provided that such settlement is approved by independent legal counsel selected by the Company, except to the extent that such expenses relate to matters for which it is adjudged that such Plan Administrators member is liable for willful misconduct; provided, that within 15 days after the institution of any such action, suit or proceeding, the Plan Administrator member involved therein shall, in writing, notify the Company of such action, suit or proceeding, so that the Company may have the opportunity to make appropriate arrangements to prosecute or defend the same.

11.0 AMENDMENT OF PLAN

11.1 Except as otherwise provided above in Section 5.15, the Plan Administrators may, at any time, modify, amend or terminate this Plan and Options granted under this Plan; provided, that no amendment with respect to an outstanding Option shall be made over the objection of the Optionee thereof; and provided further, that if required in order to keep the Plan in full compliance with the exemption from Section 16(b) of the Exchange Act provided by Rule 16b-3, as amended, or any successor rule or rules, or any other rules or regulations of the Securities and Exchange Commission, a national exchange, the Nasdaq Stock Market, the NASD Bulletin Board, or other regulatory authorities, amendments to this Plan shall be subject to approval by the Company's shareholders in compliance with the requirements of any such rules or regulations.

Without limiting the generality of the foregoing, the Plan Administrators may modify grants to persons who are eligible to receive Options under this Plan who are foreign nationals or employed outside the United States to recognize differences in local law, tax policy or custom.

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Date Approved by Board of Directors of Company: , 2004

STANDARD CAPITAL CORPORATION

By:  
Secretary Treasurer

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STANDARD CAPITAL CORPORATION

STOCK OPTION AGREEMENT

NEITHER THIS OPTION NOR THE UNDERLYING SHARES OF COMMON STOCK HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("SECURITIES ACT"). THIS OPTION OR THE UNDERLYING COMMON SHARES MAY NOT BE SOLD OR TRANSFERRED UNLESS:

(i) THERE IS AN EFFECTIVE REGISTRATION COVERING THE OPTION OR SHARES, AS THE CASE MAY BE, UNDER THE SECURITIES ACT AND APPLICABLE STATES SECURITIES LAWS;

(ii) THE COMPANY FIRST RECEIVES A LETTER FROM AN ATTORNEY, ACCEPTABLE TO THE BOARD OF DIRECTORS OR ITS AGENTS, STATING THAT IN THE OPINION OF THE ATTORNEY THE PROPOSED TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATES SECURITIES LAWS; OR, (iii) THE TRANSFER IS MADE PURSUANT TO RULE 144 UNDER THE SECURITIES ACT.

BETWEEN:

("Optionee")

AND

STANDARD CAPITAL CORPORATION  
(A Delaware corporation)

("Company")

1.0 RECITALS

1.1 The Company has adopted the 1998 Stock Option Plan ("Plan"), incorporated herein by reference, that provides for the grant of options to purchase shares of Common Stock ("Shares") of the Company. Unless otherwise defined in this Agreement, the terms defined in the Plan shall have the same defined meanings in this Agreement.

## 2.0 NOTICE OF GRANT

2.1 Optionee has been granted an option to purchase Shares of the Company, subject to the terms and conditions of the Plan and this Option Agreement, as follows:

GRANT NUMBER:

DATE OF GRANT:

VESTING COMMENCEMENT DATE:

EXERCISE PRICE PER SHARE:

TOTAL NUMBER OF SHARES GRANTED:

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TOTAL EXERCISE PRICE: \$

TYPE OF OPTION: Incentive Stock Option

Nonqualified Stock Option

EXPIRATION DATE:

VESTING SCHEDULE: This Option may be exercised, in whole or in part, in accordance with the following schedule: 25% of the Shares subject to the Option shall immediately vest and be exercisable after two (2) years following the date of grant, 50% of the Shares subject to the Option shall be fully vested and be exercisable after three (3) years following the date of grant, 75% of the Shares subject to the Option shall be fully vested and be exercisable after four (4) years following the date of grant, and 100% of the Shares subject to the Option shall be fully vested and be exercisable after five (5) years following the date of grant.

TERMINATION PERIOD: This Option may be exercised for 30 days after Optionee ceases to be a Service Provider. Upon the death or Disability of the Optionee, this Option may be exercised for such longer period as provided in the Plan. In no event shall this Option be exercised later than the Expiration Date as provided above.

## 3.0 GRANT OF OPTION

3.1 Subject to the terms and conditions of the Plan and of this Agreement, the Plan Administrators of the Company grant to the Optionee named above an option ("Option") to purchase the number of Shares, as set forth above in Section 2.0 entitled "Notice of Grant", at the exercise price per share set forth above in Notice of Grant ("Exercise Price"). Subject to any mutual amendments of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail.

3.2 If designated in the Notice of Grant as an Incentive Stock Option ("ISO"), this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if this Option is intended to be an Incentive Stock Option, to the extent that it exceeds the \$100,000 rule of Code Section 422(d) it shall be treated as a Nonqualified Stock Option ("NQO").

## 4.0 EXERCISE OF OPTION

4.1 Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth above in the Notice of Grant and the applicable provisions of the Plan and this Option Agreement.

4.2 Method of Exercise. This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit A ("Exercise Notice"), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised ("Exercised Shares"), and such other

representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be completed by the Optionee and delivered to the Company. The Exercise Notice shall be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of the fully executed Exercise Notice accompanied by the aggregate Exercise Price.

#### 5.0 COMPLIANCE WITH APPLICABLE LAW

5.1 No Shares shall be issued pursuant to the exercise of this Option unless such issuance and exercise complies with applicable state or federal law, including securities laws, corporate laws, the Code or any stock exchange or quotation system. If the Plan Administrators at any time determine that registration or qualification of the Shares or the Option under state or federal law, or the consent approval of any governmental regulatory body is necessary or desirable, then the Option may not be exercised, in whole or in part, until such registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Plan Administrators. Assuming compliance, for income tax purposes the Exercised Shares shall be considered transferred to the Optionee on the date the Option is exercised with respect to such Exercised Shares.

5.2 If required by the Company at the time of any exercise of the Option in order to comply with federal or state securities laws, as a condition to such exercise, the Employee shall enter into an agreement with the Company in form satisfactory to counsel for the Company by which the Employee: (i) shall represent that the Shares are being acquired for the Employee's own account for investment and not with a view to, or for sale in connection with, any resale or distribution of such Shares; and, (ii) shall agree that if the Employee should decide to sell, transfer, or otherwise dispose of any such Shares, the Employee may do so only if the Shares are registered under the Securities Act and the relevant state securities law, unless, in the opinion of counsel for the Company, such registration is not required, or the transfer is pursuant to the Securities and Exchange Commission Rule 144.

#### 6.0 METHOD OF PAYMENT

6.1 Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

- (a) cash;
- (b) certified or cashier's check;
- (c) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan;
- (d) with the Plan Administrator's consent, surrender of other Shares which (i) in the case of Shares acquired upon exercise of an option, have been owned by the Optionee for more than six (6) months on the date of surrender, and (ii) have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares; or
- (e) with the Plan Administrator's consent, delivery of Optionee's promissory note (the "Note") in the form approved by Plan Administrators, in the

amount of the aggregate Exercise Price of the Exercised Shares and any associated withholding taxes incurred in connection with the exercise, together with the execution and delivery by the Optionee of a Security Agreement in the form approved by Plan Administrators. The Note shall bear interest at the "applicable federal rate" prescribed under the Code and its regulations at time of purchase, and shall be secured by a pledge of the Shares purchased by the Note pursuant to the Security Agreement.

## 7.0 NON-TRANSFERABILITY OF OPTION

7.1 This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by the Optionee. The terms of the Plan and this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Optionee.

## 8.0 TERM OF OPTION

8.1 This Option may be exercised only within the term set forth above in the Notice of Grant, and may be exercised during that term only in accordance with the Plan and the terms of this Option Agreement.

## 9.0 TAX CONSEQUENCES

Some of the federal tax consequences relating to this Option, as of the date of this Option, are set forth below. THIS SUMMARY IS INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

### 9.1 Exercising the Option.

9.1.1 Nonqualified Stock Option. The Optionee may incur regular federal income tax liability upon exercise of a NQO. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market value of the Exercised Shares on the date of exercise over their aggregate Exercise Price. If the Optionee is an Employee or a former Employee, the Company will be required to withhold from his or her compensation or collect from Optionee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if these withholding amounts are not delivered at the time of exercise.

9.1.2 Incentive Stock Option. If this Option qualifies as an ISO, the Optionee will have no regular federal income tax liability upon its exercise, although the excess, if any, of the Fair Market Value of the Exercised Shares on the date of exercise over their aggregate Exercise Price will be treated as an adjustment to alternative minimum taxable income for federal tax purposes and may subject the Optionee to alternative minimum tax in the year of exercise. In the event that the Optionee ceases to be an Employee but remains a Service Provider, any Incentive Stock Option of the Optionee that remains unexercised shall cease to qualify as an Incentive Stock Option and will be treated for tax purposes as a Nonqualified Stock Option on the date three (3) months and one (1) day following this change of status.

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### 9.2 Disposition of Shares.

9.2.1 NQO. If the Optionee holds NQO Shares for at least one year, except for that portion treated as compensation income at the time of exercise, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

9.2.2 ISO. If the Optionee holds ISO Shares for at least one year after exercise and two years after the grant date, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. If the Optionee disposes of ISO Shares within one year after exercise or two years after the grant date, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the excess, if any, of the lesser of (i) the difference between the Fair Market Value of the Shares acquired on the date of exercise and the aggregate Exercise Price, or (ii) the difference between the sale price of such Shares and the aggregate Exercise Price. Any additional gain will be taxed as capital gain, short-term or long-term depending on the period that the ISO Shares were held.



9.3 Notice of Disqualifying Disposition of ISO Shares. If the Optionee sells or otherwise disposes of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, the Optionee shall immediately notify the Company in writing of the disposition. The Optionee agrees that he or she may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current earnings paid to the Optionee.

#### 10.0 RESALE RESTRICTIONS

10.1 Optionee acknowledges and agrees that Optionee, together with Optionee's affiliates and donees, will not sell or otherwise transfer or dispose of Shares of the Company issued upon exercise of this Option in an amount which shall exceed 250,000 Shares during any three-month period. Shares, which are bona fide, pledged, when sold by the pledgee, or by a purchaser, after a default in the obligation secured by the pledge shall be deemed to be excluded from this limitation.

10.2 Optionee acknowledges and agrees that whatever period determined appropriate by the Company, underwriter, or federal and state regulatory officials including, but not limited to, the Securities and Exchange Commission, National Association of Securities Dealers and NASDAQ, following the effective date of a registration statement of the Company covering common stock (or other securities) of the Company to be sold on its behalf in an underwriting, Optionee will not sell or otherwise transfer or dispose of (other than to donees who agree to be similarly bound) Shares of the Company held by Optionee at any time during such period except securities included in that registration.

10.3 Optionee acknowledges and agrees that if for purposes of a registration statement of the Company the underwriter or federal or state regulatory officials fix a specific Common Stock or Option lockup period, such fixed lockup period shall apply to Optionee under this Agreement.

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#### 11.0 NO GUARANTEE OF CONTINUED SERVICE

11.1 Optionee acknowledges and agrees that the vesting of shares pursuant to the vesting schedule set forth in this Agreement is earned only by continuing as a Service Provider at the will of the Company, and not through the act of being hired, being granted an option or purchasing shares under this Agreement. Optionee further acknowledges and agrees that this Agreement, the transactions contemplated and the vesting schedule set forth in it do not constitute an express or implied promise of continued engagement as a Service Provider for the vesting period, for any period, or at all, and shall not interfere with Optionee's right or the Company's right to terminate Optionee's relationship as a Service Provider at any time, with or without cause.

#### 12.0 SIGNATURES

Dated: , 200\_

STANDARD CAPITAL CORPORATION

By:

Del Thachuk, Chief Executive Officer and President

Optionee acknowledges and represents that he or she has received a copy of the Plan, has reviewed the Plan and this Agreement in their entirety, is familiar with its and fully understands its terms and provisions. Optionee accepts this Option subject to all the terms and provisions of the Plan and this Agreement. Optionee has had an opportunity to obtain the advice of counsel prior to executing this Agreement. Optionee agrees to accept as binding, conclusive and final all decisions or interpretations of the Plan Administrators upon any questions arising under the Plan and Agreement. Optionee further agrees to notify the Company upon any change in the residence address indicated on the first page of this Agreement.

Dated: , 200\_

OPTIONEE:

(Signature)

(Print Name)

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CONSENT OF SPOUSE

The undersigned spouse of Optionee has read and approves the terms and conditions of the Plan and this Agreement. In consideration of the Company's granting his or her spouse the right to purchase Shares as set forth in the Plan and this Agreement, the undersigned agrees to be irrevocably bound by the terms and conditions of the Plan and this Option Agreement and further agrees that any community property interest shall be similarly bound. The undersigned hereby appoints the undersigned's spouse as attorney-in-fact for the undersigned with respect to any amendment or exercise of rights under the Plan or this Agreement.

(Signature of Spouse of Optionee)

(Print Name)

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EXHIBIT A

2004 STOCK PLAN  
EXERCISE NOTICE

TO: STANDARD CAPITAL CORPORATION.

Attention: Secretary Treasurer

Effective as of today, \_\_\_\_\_, 200-, the undersigned ("Purchaser") hereby elects to purchase \_\_\_\_\_ shares ("Shares") of the Common Stock of Standard Capital Corporation. ("Company") pursuant to the 2004 Stock Option Plan ("Plan") and the Stock Option Agreement dated \_\_\_\_\_, 200\_ ("Agreement"). Purchaser herewith delivers to the Company the full purchase price for the Shares of \$\_\_\_\_\_, as required by the Agreement.

2.0 Representations of Purchaser. Purchaser acknowledges that Purchaser has received, read and understood the Plan and the Agreement and agrees to abide by and be bound by their terms and conditions.

3.0 Rights as Shareholder. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Shares shall be issued to the Optionee as soon as practicable after exercise of the Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in the Plan.

4.0 Tax Consultation. Purchaser understands that Purchaser may suffer adverse tax consequences as a result of Purchaser's purchase or disposition of the Shares. Purchaser represents that Purchaser has consulted with any tax consultants Purchaser deems advisable in connection with the purchase or disposition of the Shares and that Purchaser is not relying on the Company for any tax advice.

Submitted by:

Accepted by:

PURCHASER:

STANDARD CAPITAL CORPORATION

(Signature)

By:

(Print Name)

Position

Address:

Address:

34-3387 King George Highway

Surrey, British Columbia

Canada, V4P 1B7

Date Received: , 200\_