ENDEAVOUR MINING CORPORATION

INCENTIVE STOCK OPTION PLAN

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ENDEAVOUR MINING CORPORATION

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PART 1
GENERAL PROVISIONS

1.1 Interpretation

For the purposes of this Plan, the following terms shall have the following meanings:

a. "**Accelerated Vesting Event**" means the occurrence of any one of the following events:

i. a take-over bid (as defined under Securities Legislation) is made for Shares or Convertible Securities which, if successful would result (assuming the conversion, exchange or exercise of the Convertible Securities, if any, that are the subject of the take-over bid) in any person or persons acting jointly or in concert (as determined under Securities Legislation) or persons associated or affiliated with such person or persons (as determined under Securities Legislation) beneficially, directly or indirectly, owning shares that would, notwithstanding any agreement to the contrary, entitle the holders thereof for the first time to cast at least 50% of the votes attaching to all shares in the capital of the Corporation that may be cast to elect Directors;

ii. the acquisition or continuing ownership by any person or persons acting jointly or in concert (as determined under Securities Legislation), directly or indirectly, of Shares or of Convertible Securities, which, when added to all other securities of the Corporation at the time held by such person or persons, persons associated with such person or persons, or persons affiliated with such person or persons (as determined under Securities Legislation) (collectively, the "**Acquirors**"), and assuming the conversion, exchange or exercise of Convertible Securities beneficially owned by the Acquirors, results in the Acquirors beneficially owning shares that would, notwithstanding any agreement to the contrary, entitle the holders thereof for the first time to cast at least 50% of the votes attaching to all shares in the capital of the Corporation that may be cast to elect Directors;

iii. the sale, lease, exchange or other disposition of all or substantially all of the Corporation's assets, other than to a Subsidiary;

iv. the consummation of an amalgamation, merger, arrangement or other business combination (a "**Business Combination**") involving the Corporation that receives the approval of, or is accepted by, the securityholders of the Corporation (or all classes of securityholders whose approval or acceptance is required) or, if their approval or acceptance is not required in the circumstances, is approved or accepted by the Corporation and:

A. as a result of that Business Combination, parties to the Business Combination or securityholders of the parties to the Business Combination, other than the securityholders of the Corporation, own,

directly or indirectly, shares of the continuing entity that entitle the holders thereof to cast at least 50% of the votes attaching to all shares in the capital of the continuing entity that may be cast to elect Directors; and

B. either:

(1) one of the consequences of the Business Combination is to Privatize the Corporation; or

(2) prior to completion of the Business Combination any of the parties to the Business Combination have publicly expressed an intention to Privatize the Corporation; or

v. the consummation of any other transaction, a consequence of which is to Privatize the Corporation, receives the approval of, or is accepted by, the securityholders of the Corporation (or all classes of securityholders of the Corporation whose approval or acceptance is required) or, if their approval or acceptance is not required in the circumstances, is approved or accepted by the Corporation;

b. "**Affiliate**" has the meaning specified in Section 1(2) of the *Securities Act* (British Columbia);

c. "**Applicable Withholdings and Deductions**" has the meaning specified in section 1.10 hereof;

d. "**Board**" means the Board of Directors of the Corporation;

e. "**Consultant**" means an individual (other than a Director, Officer or Employee) who:

i. provides ongoing consulting, technical, management or other services to the Corporation or an Affiliate under a written contract with the Corporation or an Affiliate;

ii. possesses technical, business or management expertise of value to the Corporation or an Affiliate;

iii. in the opinion of the Corporation, spends or will spend a significant amount of time and attention on the business and affairs of the Corporation or an Affiliate; and

iv. has a relationship with the Corporation or an Affiliate that enables the Consultant to be knowledgeable about the business and affairs of the Corporation;

and "Consultant" includes a Consultant Company or a Consultant Partnership;

f. "**Consultant Company**" means, for an individual Consultant, a company of which the individual consultant is an employee or shareholder;

g. "**Consultant Partnership**" means, for an individual Consultant, a partnership of which the individual Consultant is an employee or partner;

h. "**Convertible Securities**" means securities convertible into, exchangeable for or representing the right to acquire Shares;

i. "**Corporation**" means Endeavour Mining Corporation;

j. "**Director**" means a director of the Corporation or any Subsidiary, and includes an issuer all of the voting securities of which are owned by a Director;

k. "**Disinterested Shareholders**" means all of the Shareholders of the Corporation except Insiders of the Corporation who benefit directly or indirectly from a proposed amendment to Options or the Plan;

l. "**Eligible Person**" means, subject to all applicable laws, any Employee, Officer, Management Company Employee or Consultant, and registered charities as defined under the *Income Tax* Act (Canada);

m. "**Employee**" means,

i. an individual who is an employee of the Corporation or any Subsidiary;

ii. an individual, other than an employee, a Director or an Officer, who works full-time for the Corporation or any Subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any Subsidiary over the details and methods of work as an employee of the Corporation or such Subsidiary; or

iii. an individual, other than an employee, a Director or an Officer, who works for the Corporation or any Subsidiary on a continuing and regular basis for a minimum amount of time per week providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any Subsidiary over the details and methods of work as an employee of the Corporation or such Subsidiary;

and includes an issuer all of the voting securities of which are owned by an Employee;

n. "**Exchange**" means the Toronto Stock Exchange or, if the Shares are not listed or posted for trading on the Toronto Stock Exchange, any other stock exchange on which the Shares are listed or posted for trading;

o. "**Insider**" means a "reporting insider" as defined in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*;

p. "**Management Company Employee**" means, an individual employed by a person providing management services to the Corporation or any Subsidiary, which are required for the ongoing successful operation of the business enterprise of the Corporation or any Subsidiary;

q. "**market price**" means:

i. the greater of: (A) the volume weighted average trading price of the Shares, calculated by dividing the total value by the total volume of Shares traded on the Exchange, for the five trading days immediately preceding the relevant date, and (B) the closing price of the Shares on the Exchange on the relevant date; or

ii. if the Shares are not listed on the Exchange or are suspended from trading on the Exchange, the market price shall be:

A. the price per Share determined in accordance with rules and regulations of any other stock exchange or over-the-counter trading system upon which the Shares may then be listed and traded; or

B. if (A) is not applicable, the fair market value of the Shares as determined by the Board in its sole discretion.

r. "**Officer**" means a senior officer of the Corporation or any Subsidiary and includes an issuer all of the voting securities of which are owned by an Officer;

s. "**Option**" means an option to purchase Shares granted to an Eligible Person pursuant to the terms of the Plan;

t. "**Participant**" means an Eligible Person to whom an Option has been granted;

u. "**Plan**" means this Incentive Stock Option Plan of the Corporation;

v. "**Privatize the Corporation**" means any transaction or other act a consequence of which is that the Shares of the Corporation will no longer be listed and posted for trading on any nationally recognized stock exchange in Canada or the United States (such as the Toronto Stock Exchange, the New York Stock Exchange or NASDAQ);

w. "**Securities Legislation**" means the laws, rules and regulations applicable in the Canadian jurisdiction in which the Corporation's principal securities regulator is located in and includes, at the date hereof, Multilateral Instrument 62-104 – *Take-Over Bids and Issuer Bids*;

x. "**Share Compensation Arrangement**" means any of the Corporation's security based compensation arrangements, as such term is defined in section 613(b) of the Toronto Stock Exchange's Company Manual;

y. "**Shareholders**" means holders of Shares;

z. "**Shares**" means the ordinary voting shares with a par value of US $0.01 each in the capital of the Corporation;

aa. "**Subsidiary**" means any company that is a subsidiary of the Corporation as defined under Securities Legislation; and

bb. "**Termination Date**" means the date on which a Participant ceases to be an Eligible Person.

In this Plan, words imparting the singular number only shall include the plural and *vice versa* and words imparting the masculine shall include the feminine.

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.2 Purpose

The purpose of this Plan is to advance the interests of the Corporation by:

a. providing Eligible Persons with additional incentive;

b. encouraging stock ownership by such Eligible Persons;

c. increasing the proprietary interest of Eligible Persons in the success of the Corporation;

d. encouraging Eligible Persons to remain with the Corporation or its Affiliates; and

e. attracting new employees and officers.

1.3 Administration

a. The Plan shall be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than three directors. If a committee is appointed for this purpose, all references herein to the Board will be deemed to be references to such committee.

b. Subject to the limitations of the Plan, the Board shall have the authority to:

i. grant Options to purchase Shares to Eligible Persons;

ii. determine the terms, limitations, restrictions and conditions respecting such grants;

iii. interpret the Plan and adopt, amend and rescind such administrative guidelines and other rules and regulations relating to the Plan as it shall from time to time deem advisable; and

iv. make all other determinations and take all other actions in connection with the implementation and administration of the Plan including without limitation for the purpose of ensuring compliance with Sections 1.8 and 1.10 hereof as it may deem necessary or advisable.

c. The Board's guidelines, rules, regulations, interpretations and determinations shall be conclusive and binding upon the Corporation and all other persons.

1.4 Shares Reserved

a. The aggregate number of Shares to be reserved for exercise of all Options granted under the Plan and any other Share Compensation Arrangement shall not exceed 10% of the Shares of the Corporation issued and outstanding at the time of granting of Options (on a non-diluted basis). Any Shares subject to an Option which for any reason is cancelled or terminated without having been exercised shall again be available for grants under the Plan, and under all other Share Compensation Arrangements. Any Shares subject to

an Option which has been exercised by a Participant shall again be available for grants under the Plan, and under all other Share Compensation Arrangements.

b. No fractional Shares shall be issued upon the exercise of Options granted under the Plan and, accordingly, if a Participant would become entitled to a fractional Share upon the exercise of an Option, or from an adjustment pursuant to Section 1.4(e) such Participant shall only have the right to purchase the next lowest whole number of Shares, and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

c. The maximum number of Shares which may be reserved for issuance to any one person under the Plan shall be 5% of the Shares issued and outstanding at the time of the grant (on a non-diluted basis) less the aggregate number of Shares reserved for issuance to such person under any other option to purchase Shares granted as a compensation or incentive mechanism.

d. If there is a change in the outstanding Shares by reason of any stock dividend or split, recapitalization, amalgamation, consolidation, combination or exchange of shares, or other corporate change, the Board shall make, subject where required to the prior approval of the relevant stock exchange(s), appropriate substitution or adjustment in:

   i. the number or kind of Shares or other securities reserved for issuance pursuant to the Plan; and

   ii. the number and kind of Shares or other securities subject to unexercised Options theretofore granted and in the Option exercise price of such securities.

e. The Corporation shall at all times during the term of the Plan reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

1.5 Limits with respect to Insiders

a. The maximum number of Shares which may be reserved for issuance to Insiders under the Plan and pursuant to any other Share Compensation Arrangements at any time shall be 10% of the Shares issued and outstanding (on a non-diluted basis).

b. The maximum number of Shares which may be issued to Insiders within any 12-month period pursuant to the exercise of Options issued under the Plan and pursuant to any other Share Compensation Arrangements shall be 10% of the Shares issued and outstanding (on a non-diluted basis).

c. Any entitlement to acquire Shares granted pursuant to the Plan or any other Share Compensation Arrangement prior to the grantee becoming an Insider shall be excluded for the purposes of the limits set out in (a) and (b) above.

1.6 Non-Exclusivity

Nothing contained herein shall prevent the Board from adopting other or additional compensation arrangements, subject to any required approvals.

1.7 Amendment and Termination

a. The Board may suspend or terminate the Plan at any time, or from time to time amend the terms of the Plan or of any Option granted under the Plan, provided that no such suspension, termination or amendment will be made except:

i. in compliance with applicable law and with the prior approval, if required, of the Exchange or any other regulatory body having authority over the Corporation, the Plan or the Shareholders; and

ii. in the case of an amendment or revision, if it would materially adversely affect the rights of any Participant, without the consent of the Participant.

b. If the Plan is terminated, the provisions of the Plan and any administrative guidelines and other rules and regulations adopted by the Board and in force on the date of termination will continue in effect as long as any Option or any rights granted pursuant to the Plan remain outstanding and, notwithstanding the termination of the Plan, the Board will remain able to make such amendments to the Plan or the Options as they would have been entitled to make if the Plan were still in effect.

c. Subject to any applicable rules of the Exchange, the Board may from time to time, in its absolute discretion and without the approval of Shareholders, make the following amendments to the Plan or any Option:

i. amend the vesting provisions of the Plan and any Stock Option Agreement;

ii. amend the Plan or an Option as necessary to comply with applicable law or the requirements of the Exchange or any other regulatory body having authority over the Corporation, the Plan or the Shareholders;

iii. any amendment of a "housekeeping" nature, including, without limitation, to clarify the meaning of an existing provision of the Plan, correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan, correct any grammatical or typographical errors or amend the definitions in the Plan regarding administration of the Plan;

iv. any amendment respecting the administration of the Plan; and

v. any other amendment that does not require the approval of Shareholders under Section 1.7(d).

d. Shareholder approval or, if required by the Exchange, Disinterested Shareholder Approval, is required for the following amendments to the Plan:

i. any increase in the maximum number of Shares that may be issuable pursuant to Options granted under the Plan set out in Section 1.4(a);

ii. any reduction in the exercise price, including a cancellation and reissuance of Options, or extension of the expiry date of an Option;

iii. any amendment to the Insider participation limits set out in Section 1.5;

iv. permitting the grant of Options to non-executive Directors; and

v. any amendment to Sections 1.7(c) and (d) or 2.3(b).

1.8 Compliance with Legislation

The Plan, the grant and exercise of Options hereunder and the Corporation's obligation to sell and deliver Shares upon exercise of Options shall be subject to compliance with all applicable federal, provincial and foreign laws, rules and regulations, the rules and regulations of any stock exchange(s) on which the Shares are listed for trading and to such approvals by any regulatory or governmental agency as may, in the opinion of counsel to the Corporation, be required. The Participant agrees to fully cooperate with the Corporation in doing all such things, including executing and delivering all such agreements, undertakings or other documents or furnishing all such information as is reasonably necessary to facilitate compliance by the Corporation with such laws, rules and requirements, including all tax withholding and remittance obligations. The Corporation shall not be obligated by any provision of the Plan or the grant of any Option hereunder to issue or sell Shares in violation of such laws, rules and regulations or any condition of such approvals. No Option shall be granted and no Shares issued or sold hereunder where such grant, issue or sale would require registration of the Plan or of Shares under the securities laws of any foreign jurisdiction and any purported grant of any Option or issue or sale of Shares hereunder in violation of this provision shall be void. In addition, the Corporation shall have no obligation to issue any Shares pursuant to the Plan unless such Shares shall have been duly listed, upon official notice of issuance, with all stock exchanges on which the Shares are listed for trading. Shares issued and sold to Participants pursuant to the exercise of Options may be subject to limitations on sale or resale under applicable securities laws. If Shares cannot be issued to a Participant upon the exercise of an Option due to legal or regulatory restrictions, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the applicable Participant as soon as practicable.

1.9 Effective Date

The Plan shall be effective as of the date set out in Section 4.1, but shall be subject to the approval of the Shareholders of the Corporation and acceptance of the Plan by the Exchange. Any Options granted under the Plan prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance have been given.

1.10 Tax Withholdings

Notwithstanding any other provision contained herein, in connection with the exercise of an Option by a Participant from time to time, as a condition to such exercise (i) the Corporation shall require such Participant to pay to the Corporation or the relevant Affiliate an amount as necessary so as to ensure that the Corporation or such Affiliate, as applicable, is in compliance with the applicable provisions of any federal, provincial or local law relating to the withholding of tax or other required deductions (the "**Applicable Withholdings and Deductions**") relating to the exercise of such Options; or (ii) in the event a Participant does not pay the amount specified in (i), the Corporation shall be permitted to engage a broker or other agent, at the risk and expense of the Participant, to sell a portion of the underlying Shares issued on the exercise of such Option through the facilities of the Exchange, and to apply the proceeds received on the sale of such underlying Shares as necessary so as to ensure that the Corporation or the relevant Affiliate, as applicable, is in compliance with the Applicable Withholdings and Deductions relating to the exercise of such Options. In addition, the Corporation or the relevant Affiliate, as applicable, shall be entitled to withhold from any amount payable to a Participant, either

under this Plan or otherwise, such amount as may be necessary so as to ensure that the Corporation or the relevant Affiliate is in compliance with the Applicable Withholdings and Deductions relating to the exercise of such Options.

PART 2
OPTIONS

2.1 Grants

Subject to the provisions of the Plan, the Board shall have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set forth in Section 2.3 hereof, applicable to the exercise of an Option, including without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Shares acquired upon exercise of an Option may be forfeited. An Eligible Person may receive Options on more than one occasion under the Plan and may receive separate Options on any one occasion. Grants of options to Eligible Persons which are registered charities as defined under the *Income Tax Act* (Canada) must comply with the limits and shareholder approval requirements of the Exchange.

2.2 Option Exercise Price

a. The Option exercise price shall not be less than the market price of the Shares on the day on which the Board grants the Option(s).

b. The Option exercise price shall be subject to adjustment in accordance with the provisions of Section 1.4(e) hereof.

2.3 Exercise of Options

a. Subject to Section 2.3(d), Options granted must be exercised no later than ten (10) years after the date of grant or such lesser period as the regulations made pursuant to the Plan may require.

b. Options shall be non-assignable and non-transferable by the Participants otherwise than by will or the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by the Participant and after death only by the Participant's legal representative (subject to the limitation that Options may not be exercised later than ten (10) years from their date of grant).

c. Except as otherwise determined by the Board and subject to the limitation that Options may not be exercised later than ten (10) years from their date of grant:

   i. if a Participant ceases to be an Eligible Person for any reason whatsoever other than death or termination for cause, each Option held by the Participant will cease to be exercisable on the earlier of the expiry date of the Option and 90 days after the Termination Date. If a Participant ceases to be an Eligible Person because his relationship with the Corporation or Subsidiary is terminated by the Corporation or Subsidiary, as applicable, for cause, his Option shall cease to be exercisable immediately upon such termination on the Termination Date. If any portion of an Option is not vested by the Termination Date, that portion of the Option may not under any circumstances be exercised by the Participant.

Without limitation, and for greater certainty only, this provision will apply regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest with the Participant;

ii. if a Participant dies, the legal representative of the Participant may exercise the Participant's Options for a period ending the earlier of the expiry date of the Option and one year after the date of the Participant's death, but only to the extent the Options were exercisable on the date of death.

d. Notwithstanding any other provision of the Plan, if the date that any vested Option ceases to be exercisable falls on, or within nine (9) Business Days immediately following, a date upon which a Participant is prohibited from exercising an Option due to a black-out period or other trading restriction imposed by the Corporation, then the expiry date of such Option shall be automatically extended to the tenth (10th) Business Day following the date the relevant black-out period or other trading restriction imposed by the Corporation is lifted, terminated or removed.

e. The Board shall determine the manner in which Options shall vest and become exercisable. The Board may impose such other restrictions or limitations or requirements upon the exercise of Options as the Board, in its absolute discretion, may determine on the date of grant.

f. Each Option shall be confirmed by an option agreement executed by the Corporation and by the Participant to whom such Option is granted. Subject to specific variations approved by the Board in respect of any Option, such variations not to be inconsistent with the provisions of the Plan, all terms and conditions set out in the Plan will be incorporated by reference into and form part of any Option granted under the Plan.

g. The exercise price of each Share purchased under an Option shall be paid in full in cash or by bank draft or certified cheque at the time of such exercise, and upon receipt of payment in full, together with the amount necessary to satisfy any Applicable Withholdings and Deductions, but subject to the terms of the Plan and the related option agreement, the number of Shares in respect of which the Option is exercised shall be duly issued as fully paid and non-assessable.

h. Subject to the provisions of the Plan and the related option agreement, an Option may be exercised from time to time by delivery to the Corporation at its registered office of a written notice of exercise addressed to the Secretary of the Corporation specifying the number of Shares with respect to which the Option is being exercised and accompanied by payment in full of the Option exercise price of the Shares to be purchased, together with the amount necessary to satisfy any Applicable Withholdings and Deductions. Certificates or DRS Advices for such Shares shall be issued and delivered to the Optionee within a reasonable period of time following the receipt of such notice and payment.

i. Notwithstanding any of the provisions contained in the Plan or in any Option, the Corporation's obligation to issue Shares to a Participant pursuant to the exercise of an Option shall be subject to:

i. completion of such registration or other qualification of such Shares or obtaining approval of such governmental or regulatory authority as counsel to the Corporation shall reasonably determine to be necessary or advisable in connection with the authorization, issuance or sale thereof;

ii. admission of such Shares to listing on any stock exchange on which the Shares may then be listed; and

iii. the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as counsel to the Corporation reasonably determines to be necessary or advisable in order to safeguard against the violation of the laws of any jurisdiction.

j. Any Participant to whom an Option is granted under the Plan who subsequently ceases to hold the position in which he received such Option shall continue to be eligible to hold such Option as a Participant as long as he otherwise falls within the definition of "Eligible Person" in any capacity.

2.4 Accelerated Vesting Event

Upon the occurrence of an Accelerated Vesting Event, the Board will have the power, at its sole discretion and without being required to obtain the approval of Shareholders or the holder of any Option, to make such changes to the terms of Options as it considers fair and appropriate in the circumstances, including but not limited to: (a) accelerating the vesting of Options, conditionally or unconditionally; (b) terminating every Option if under the transaction giving rise to the Accelerated Vesting Event, options in replacement of the Options are proposed to be granted to or exchanged with the holders of Options, which replacement options treat the holders of Options in a manner which the Board considers fair and appropriate in the circumstances having regard to the treatment of Shareholders under such transaction; (c) offering to acquire from each holder of Options its Options for a cash payment equal to the in-the-money value of such Options, net of Applicable Withholdings and Deductions; (d) otherwise modifying the terms of any Option to assist the holder to tender into any take-over bid or other transaction constituting an Accelerated Vesting Event; and/or (e) following the successful completion of such Accelerated Vesting Event, terminating any Option to the extent it has not been exercised prior to successful completion of the Accelerated Vesting Event. The determination of the Board in respect of any such Accelerated Vesting Event shall for the purposes of this Plan be final, conclusive and binding.

PART 3
MISCELLANEOUS PROVISIONS

3.1 The holder of an Option (or their legal personal representatives) shall not have any rights as a Shareholder with respect to any of the Shares underlying such Option until such holder shall have exercised such Option in accordance with the terms of the Plan. The rights of Participants (and their legal personal representatives) shall be no greater than those of unsecured general creditors.

3.2 Nothing in the Plan or any Option shall confer upon a Participant any right to continue in the employment or engagement of the Corporation or any Affiliate or affect in any way the right of the Corporation or any Affiliate to terminate his employment or engagement at any time; nor shall anything in the Plan or any Option be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any Affiliate to extend the employment or engagement of any Participant beyond the date on which he would normally be retired pursuant to the provisions of any

present or future retirement plan of the Corporation or any Affiliate, or beyond the date on which his relationship with the Corporation or any Affiliate would otherwise be terminated pursuant to the provisions of any employment, consulting or other contract for services with the Corporation or any Affiliate.

3.3 The Corporation makes no representation or warranty as to whether it will be successful in maintaining its listing on the Exchange, whether it will be successful in obtaining a listing for the Shares on any other stock exchange or as to the future market value of the Shares or with respect to any income tax matters affecting a Participant resulting from the grant or exercise of Options and/or transactions in the Shares.

PART 4
BOARD APPROVAL

4.1 This Plan, as amended, was adopted by the Board effective May 5, 2015.