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* BOWNE EDGAR CONTROL SHEET *
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2.	EX-4.1	2	V55106/704.01.01	-704.01.58	❐
3.	EX-4.2	2	V55106/704.02.01	-704.02.35	❐
4.	EX-5.1	2	V55106/705.01.01	-705.01.02	❐
5.	EX-5.2	2	V55106/705.02.01	-705.02.02	❐
6.	EX-10.1	2	V55106/710.01.01	-710.01.30	❐
7.	EX-99.1	2	V55106/799.01.01	-799.01.02	❐
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of report (Date of earliest event reported): February 5, 2010

Coeur d'Alene Mines Corporation

(Exact name of registrant as specified in its charter)

IDAHO
(State or other jurisdiction
of incorporation or organization)
1-8641
(Commission File Number)
82-0109423
(IRS Employer Identification No.)
505 Front Ave., P.O. Box "I"
Coeur d'Alene, Idaho, 83816
(Address of Principal Executive Offices)

(208) 667-3511

(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2 below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

Coeur d'Alene Mines Corporation (the "Company") is hereby reporting certain events and filing certain exhibits in connection with its public offering of $100,000,000 aggregate principal amount of its Senior Term Notes due December 31, 2012 (the "Notes") and a number of shares of common stock of the Company equal to $3,750,000 divided by 90% of the average of the four lowest daily volume weighted average prices of the shares of common stock of the Company during the ten trading days commencing February 8, 2010 (the "Shares"). See "Item 9.01 Financial Statements and Exhibits."

On August 31, 2009, Coeur d'Alene Mines Corporation (the "Company") filed an automatically effective registration statement on Form S-3 (No. 333-161617) (the "Registration Statement") with the Securities and Exchange Commission, relating to the public offering, pursuant to Rule 415 under the Securities Act of 1933, as amended, of an unlimited amount of common stock, preferred stock, debt securities, warrants, depositary shares, purchase contracts, guarantees and units of the Company.

On February 5, 2010, the Company filed, pursuant to Rule 424(b) under the Securities Act, a prospectus supplement, dated February 5, 2010, relating to the public offering of the Shares and the Notes. Settlement of the Shares is expected to occur on or around February 23, 2010. The Company issued and sold the Notes on February 5, 2010. The Notes were issued under an indenture, dated as of February 5, 2010 (the "Indenture"), between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of February 5, 2010 (the "Supplemental Indenture"), among the Company and the Trustee.

All amounts due under the notes may be paid in cash, shares of the Company's common stock, or a combination of cash and shares of the Company's common stock. The stated rate of interest on the Notes is 6.5%, but payments made under the notes will be computed to give effect to recent share prices. Shares issued in payment of amounts due under the notes will be valued at 90% of the average of the four lowest daily volume weighted average prices of the Company's common stock over a ten trading day period ending shortly before the payment date. Up to 50% of any payment may be paid in cash without any adjustment to give effect to share prices. If the cash portion of any payment exceeds 50%, then the excess cash amount will be paid in an amount equal to the market value of the number of shares that would have been issued for the excess amount if the Company had paid the excess amount in common stock. Principal and interest on the Notes are payable quarterly on March 31, June 30, September 30 and December 31 of each year, beginning on March 31, 2010. The Notes mature on December 31, 2012, unless earlier redeemed or repurchased by the Company. The Notes are unsecured.

The Shares and the Notes were sold pursuant to a Securities Purchase Agreement among the Company, Sonoma Capital Offshore, Ltd., Sonoma Capital, L.P., Manchester Securities Corp, JGB Capital L.P., JGB Capital Offshore Ltd. and SAMC LLC dated as of February 5, 2010 (the "Securities Purchase Agreement"). The closing of the sale of the Shares and the Notes occurred on February 5, 2010. The net proceeds payable from the offering of the Shares and the Notes, after deducting fees and expenses, were approximately $99.5 million and will be used for general corporate purposes.

Copies of the Indenture, Supplemental Indenture, Notes, Securities Purchase Agreement and Press Release relating to the offering are filed as Exhibits 4.1, 4.2, 4.3, 10.1 and 99.1,

respectively, to this Current Report on Form 8-K and are incorporated into this Item 1.01 by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information disclosed in Item 1.01 of this Form 8-K is incorporated into this Item 2.03 in its entirety by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

Exhibit Number	Description of Exhibit
4.1	Indenture between the Company and The Bank of New York Mellon, as trustee, dated as of February 5, 2010
4.2	First Supplemental Indenture between the Company and The Bank of New York Mellon, as trustee, dated as of February 5, 2010
4.3	Form of Senior Term Note due December 31, 2012, dated February 5, 2010 (included as part of Exhibit 4.2)
5.1	Opinion Letter of Kelli Kast, Esq.
5.2	Opinion Letter of Gibson, Dunn & Crutcher LLP
10.1	Securities Purchase Agreement among the Company, Sonoma Capital Offshore, Ltd., Sonoma Capital, L.P., Manchester Securities Corp, JGB Capital L.P., JGB Capital Offshore Ltd. and SAMC LLC, dated as of February 5, 2010
23.1	Consent of Kelli Kast, Esq. (included as part of Exhibit 5.1)
23.2	Consent of Gibson, Dunn & Crutcher LLP (included as part of Exhibit 5.2)
99.1	Press Release dated February 5, 2010

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Coeur d'Alene Mines Corporation

Date: February 9, 2010

By: /s/ Mitchell J. Krebs
Name: Mitchell J. Krebs
Title: Chief Financial Officer

EXHIBIT INDEX

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Exhibit 4.1

COEUR D'ALENE MINES CORPORATION

AND

THE BANK OF NEW YORK MELLON

as Trustee

Senior Debt Securities

INDENTURE

Dated as of February 5, 2010

CROSS REFERENCE SHEET *

Provisions of Sections 310 through 318(a) inclusive of the Trust Indenture Act of 1939, as amended, and the Indenture dated as of February 5, 2010 between Coeur d'Alene Mines Corporation and The Bank of New York Mellon as Trustee.

Section of Trust Indenture Act	Section of Indenture
310(a)(1)	6.10
310(a)(2)	6.10
310(a)(3)	N/A
310(a)(4)	N/A
310(a)(5)	6.10
310(b)	6.10
310(c)	N/A
311(a)	6.11
311(b)	6.11
311(c)	N/A
312(a)	4.01
312(b)	4.02(b)
312(c)	4.02(c)
313(a)	6.06
313(b)	6.06
313(c)	6.06
313(d)	6.06
314(a)	3.04; 4.03
314(b)	N/A
314(c)(1)	2.04; 13.06
314(c)(2)	2.04; 13.06
314(c)(3)	N/A
314(d)	N/A
314(e)	13.06
314(f)	N/A
315(a)	6.01(b)
315(b)	6.05
315(c)	6.01(a)
315(d)	6.01(c)
315(e)	5.10
316(a)(1)(A)	5.08
316(a)(1)(B)	5.09
316(a)(2)	N/A
316(b)	5.06
316(c)	2.07
317(a)	5.02
317(b)	3.03
318(a)	13.08

* This cross reference sheet shall not, for any purpose, be deemed to be a part of the Indenture.

Attention should also be directed to Section 318(c) of the Trust Indenture Act of 1939, as amended, which provides that the provisions of Sections 310 through 317 of such Act are a part of and govern every qualified indenture, whether or not physically contained therein.

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INDENTURE

This INDENTURE (this "**Indenture**"), dated as of February 5, 2010, is by and between COEUR D'ALENE MINES CORPORATION, an Idaho corporation (the "**Company**"), and The Bank of New York Mellon, a New York banking corporation, as trustee (the "**Trustee**").

RECITALS

A. The Company has duly authorized the issue from time to time of its debentures, notes or other evidences of indebtedness (the "**Securities**") to be issued in one or more Series.

B. All things necessary to make this Indenture a valid, legally binding indenture and agreement according to its terms have been done.

NOW, THEREFORE, in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually agreed for the equal and ratable benefit of the Holders from time to time of the Securities or of Series thereof as follows.

ARTICLE 1
DEFINITIONS

SECTION 1.01. *Certain Terms Defined.* Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, the following terms (except as otherwise expressly provided or unless the context otherwise clearly requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01. All other terms (except as herein otherwise expressly provided or unless the context otherwise clearly requires) used in this Indenture that are defined in the Trust Indenture Act or the definitions of which in the Securities Act are referred to in the Trust Indenture Act, including terms defined therein by reference to the Securities Act, shall have the meanings assigned to such terms in the Trust Indenture Act and the Securities Act as in force at the date of this Indenture. All accounting terms used herein and not expressly defined shall have the meanings assigned to such terms in accordance with GAAP. The words "**herein**", "**hereof**" and "**hereunder**" and other words of similar import refer to this Indenture as a whole, as supplemented and amended from time to time, and not to any particular Article, Section or other subdivision. The terms defined in this Article 1 have the meanings assigned to them in this Article 1 and include the plural as well as the singular.

"**Board of Directors**" means either the Board of Directors of the Company or any duly authorized committee of that Board or any duly authorized committee created by that Board.

"**Business Day**", except as may otherwise be provided in the form of Securities of any particular Series, with respect to any Place of Payment or place of publication means any day, other than a Saturday, Sunday or day on which banking institutions are authorized or required by law or regulation to close in that Place of Payment or place of publication.

"**Commission**" means the Securities and Exchange Commission, as from time to time constituted, created under the Securities Exchange Act, or if at any time after the execution and

delivery of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties on such date.

"**Common Shares**" means the shares of common stock, par value $0.01 per share, of the Company, collectively as they exist on the date of this Indenture, or any other shares of the Company into which such shares shall be reclassified or changed.

"**Company**" means the Person identified as the "Company" in the first paragraph hereof until a successor company shall have become such pursuant to the applicable provisions hereof, and thereafter "Company" shall mean such successor company.

"**Corporate Trust Office**" means the principal corporate trust office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date of execution of this Indenture is located at 101 Barclay Street, Floor 4E, New York, NY 10286, Attn: International Corporate Trust, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company.

"**covenant defeasance option**" has the meaning specified in Section 10.01(b).

"**defaulted interest**" has the meaning specified in Section 2.07.

"**Depository**", with respect to Securities of any Series for which the Company shall determine that such Securities will be issued as a Depository Security, means The Depository Trust Company or another clearing agency or any successor registered under the Securities Exchange Act or other applicable statute or regulation, which, in each case, shall be designated by the Company pursuant to Sections 2.03 and 2.13.

"**Depository Security**", with respect to any Series of Securities, means a Security executed by the Company and authenticated and delivered by the Trustee to the Depository or pursuant to the Depository's instruction, all in accordance with this Indenture and pursuant to a resolution of the Board of Directors or an indenture supplemental hereto as contemplated by Section 2.03, which shall be registered as to principal and interest in the name of the Depository or its nominee and shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, all of the Outstanding Securities of such Series.

"**Event of Default**" has the meaning specified in Section 5.01.

"**Federal Income Tax**" means United States federal income tax.

"**GAAP**" means such accounting principles as are generally accepted at the time of any computation hereunder.

"**Government Obligations**", unless otherwise specified pursuant to Section 2.03, means securities that are (i) direct obligations of the United States government or (ii) obligations of a Person controlled or supervised by, or acting as an agency or instrumentality of, the United States government, the payment of which obligations is unconditionally guaranteed by such government, and that, in either case, are full faith and credit obligations of such government and are not callable or redeemable at the option of the issuer thereof.

"**Holder**", "**Holder of Securities**", "**Registered Holder**", or other similar terms mean the Person in whose name at the time a particular Security is registered in the Security register.

"**Indenture**" means this instrument as originally executed or as it may from time to time be amended or supplemented as herein provided, as so amended or supplemented or both, and shall include the forms and terms of particular Series of Securities established as contemplated by Section 2.03.

"**Internal Revenue Service**" means the United States Internal Revenue Service or a successor entity thereto.

"**legal defeasance option**" has the meaning specified in Section 10.01(b).

"Nasdaq Market" has the meaning specified in Section 12.05(e).

"**Officers' Certificate**" means a certificate signed on behalf of the Company by any two authorized executive officers of the Company and delivered to the Trustee. Each such certificate shall include the statements provided for in Section 13.06.

"**Opinion of Counsel**" means a written opinion of legal counsel who may be an employee of or counsel to the Company. Each Opinion of Counsel shall include the statements provided for in Section 13.06, if and to the extent required hereby.

"**original issue date**" of any Security means the date set forth as such on such Security.

"**Original Issue Discount Security**" means any Security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Section 5.01.

"**Outstanding**", when used with reference to Securities of any Series as of any particular time, subject to the provisions of Section 7.04, means all Securities of that Series authenticated and delivered under this Indenture, except:

(a) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Securities, or portions thereof, for the payment or redemption of which the necessary funds in the required currency shall have been deposited in trust with the Trustee or with any Paying Agent other than the Company, or shall have been set aside, segregated and held in trust by the Company for the holders of such Securities if the Company shall act as its own Paying Agent, provided that if such securities, or portions thereof, are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as herein provided, or provision satisfactory to the Trustee shall have been made for giving such notice;

(c) Securities in substitution for which other Securities shall have been authenticated and delivered pursuant to the terms of Section 2.10, except with respect to any such Security as to which proof satisfactory to the Trustee and the Company is

presented that such Security is held by a person in whose hands such Security is a legal, valid and binding obligation of the Company;

(d) Securities converted into other securities of the Company in accordance with or as contemplated by this Indenture; and

(e) Securities with respect to which the Company has effected defeasance as provided in Article 10.

"**Paying Agent**" means any Person, which may include the Company, authorized by the Company to pay the principal of or interest, if any, on any Security of any Series on behalf of the Company.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"**Place of Payment**", when used with respect to the Securities of any Series, means the place or places where the principal of and interest on the Securities of that Series are payable as specified pursuant to Section 3.02.

"**Preferred Shares**" means any shares issued by the Company that are entitled to a preference or priority over the Common Shares upon any distribution of the Company's assets, whether by dividend or upon liquidation.

"**principal**" whenever used with reference to the Securities or any Security or any portion thereof shall be deemed to include "and premium, if any."

"**record date**" has the meaning specified in Section 2.07.

"**Responsible Officer**", when used with respect to the Trustee, means any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, senior trust officer, trust officer or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of his or her knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"**Securities Act**" means the Securities Act of 1933, as amended, as in force at the date as of which this Indenture was originally executed.

"**Securities Exchange Act**" means the Securities Exchange Act of 1934, as amended, as in force at the date as of which this Indenture was originally executed.

"**Security**" or "**Securities**" has the meaning stated in the first recital of this Indenture and more particularly means any securities authenticated and delivered under this Indenture.

"**Security register**" has the meaning specified in Section 2.08.

"**Series**" or "**Series of Securities**" means all Securities of a similar tenor authorized by a particular resolution of the Board of Directors or in one or more indentures supplemental hereto.

"Subsidiary" means: (i) a corporation in which the Company and/or one or more Subsidiaries of the Company directly or indirectly owns, at the date of determination, a majority of the capital stock with voting power under ordinary circumstances to elect directors; (ii) a partnership, limited liability company, joint venture or similar entity in which the Company and/or one or more Subsidiaries of the Company directly or indirectly holds, at the date of determination, a majority interest in the equity capital or profits or other similar interests of such entity; or (iii) any other unincorporated Person in which the Company and/or one or more Subsidiaries of the Company directly or indirectly owns at the date of determination (x) at least a majority ownership interest or (y) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"Trading Day" has the meaning specified in Section 12.05(e).

"**Trust Indenture Act**", except as otherwise provided in Sections 8.01 and 8.02, means the Trust Indenture Act of 1939, as amended, as in force at the date as of which this Indenture was originally executed.

"**Trustee**" means the Person identified as the "Trustee" in the first paragraph hereof until a successor Trustee shall have become such pursuant to the applicable provisions hereof, and thereafter "Trustee" shall mean each Person who is then a Trustee hereunder. If at any time there is more than one such Person, "Trustee" as used with respect to the Securities of any Series means the Trustee with respect to Securities of that Series.

"**vice president**" when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title of "vice president."

ARTICLE 2
SECURITIES

SECTION 2.01. *Forms Generally.* The Securities of each Series shall be substantially in such form, including temporary or definitive global form, as shall be established by or pursuant to a resolution of the Board of Directors or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations, or with any rules of any securities exchange or to conform to general usage, all as may be determined by the officers executing such Securities as evidenced by their execution of the Securities.

The definitive Securities may be printed or reproduced in any other manner, all as determined by the officers executing such Securities as evidenced by their execution of such Securities.

SECTION 2.02. *Form of Trustee's Certificate of Authentication.* The Trustee's certificate of authentication on all Securities shall be in substantially the following form:

This is one of the Securities of the Series designated herein and referred to in the within-mentioned Indenture.

Dated: _____

_____, as Trustee

By: _____
Authorized Signatory

— or —

_____, as Trustee

By: _____, as
Authentication Agent

By: _____
Authorized Signatory

SECTION 2.03. *Amount Unlimited; Issuable in Series.* The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more Series. There shall be established in or pursuant to a resolution of the Board of Directors and set forth in an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any Series:

(a) the title of the Securities of the Series (including CUSIP numbers), which shall distinguish the Securities of the Series from all other Securities issued by the Company;

(b) any limit upon the aggregate principal amount of the Securities of the Series that may be authenticated and delivered under this Indenture, except for Securities authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, other Securities of the Series pursuant to Section 2.08, 2.10, 2.12, 8.05 or 11.03;

(c) the price at which the Securities of the Series will be issued;

(d) the date or dates on which the principal of the Securities of the Series is payable or the method of determination thereof;

(e) the rate or rates, which may be fixed or variable, or the method or methods of determination thereof, at which the Securities of the Series shall bear interest (including any interest rates applicable to overdue payments), if any, the date or dates from which such interest shall accrue, the interest payment dates on which such interest shall be payable, the record dates for the determination of Holders to whom interest is payable and the dates on which any other amounts, if any, will be payable;

(f) the place or places where the principal of, premium and other amounts, if any, and interest, if any, on Securities of the Series shall be payable if other than as provided in Section 3.02;

(g) the price or prices at which, the period or periods within which and the terms and conditions upon which Securities of the Series may be redeemed, in whole or in part, at the option of the Company;

(h) if other than the principal amount thereof, the portion of the principal amount of the Securities of the Series payable upon declaration of acceleration of maturity thereof;

(i) the obligation, if any, of the Company to redeem, purchase or repay Securities of the Series whether pursuant to any sinking fund or analogous provisions or pursuant to other provisions set forth therein or at the option of a Holder thereof and the price or prices at which and the period or periods within which and the terms and conditions upon which Securities of the Series shall be redeemed, purchased or repaid, in whole or in part;

(j) the denominations in which Securities of the Series shall be issuable;

(k) the form of the Securities, including such legends as required by law or as the Company deems necessary or appropriate and the form of any temporary global security that may be issued;

(l) whether, and under what circumstances, the Securities of any Series shall be convertible into other securities of the Company and, if so, the terms and conditions upon which such conversion will be effected, including the initial conversion price or rate, the conversion period and other provisions in addition to or in lieu of those described herein;

(m) whether there are any authentication agents, Paying Agents, transfer agents or registrars with respect to the Securities of such Series;

(n) whether the Securities of such Series are to be issuable in whole or in part by one or more global notes registered in the name of a Depository or its nominee;

(o) the ranking of the Securities of such Series as senior debt securities or subordinated debt securities;

(p) if other than U.S. dollars, the currency, currencies or currency units issued by the government of one or more countries other than the United States or by any recognized confederation or association of such governments or a composite currency the value of which is determined by reference to the values of the currencies of any group of countries in which the Securities of any Series may be purchased and in which payments on the Securities of such Series will be made (which currencies may be different for payments of principal and interest, if any);

(q) if the Securities of any Series will be secured by any collateral, a description of the collateral and the terms and conditions of the security and realization provisions;

(r) the provisions relating to any guarantee of the Securities of any Series, including the ranking thereof;

(s) the ability, if any, to defer payments of principal, interest, or other amounts; and

(t) any other specific terms or conditions of the Securities of any Series, including any additional Events of Default or covenants provided for with respect to the Securities of such Series, and any terms that may be required by or advisable under applicable laws or regulations.

All Securities of any one Series shall be substantially identical except as to denomination and except as otherwise may be provided in or pursuant to such resolution of the Board of Directors or in any such indenture supplemental hereto. The Securities of any one Series need not be issued at the same time, and unless otherwise provided, a Series may be reopened for issuances of additional Securities of such Series.

SECTION 2.04. *Authentication and Delivery of Securities.* At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any Series executed by the Company to the Trustee for authentication, and the Trustee shall thereupon authenticate and make available for delivery such Securities to or upon the written order of the Company, signed by both (y) the chairman of its Board of Directors, or its president or any vice president, and (z) its treasurer or any assistant treasurer or its secretary or any assistant secretary. At the time of the authentication of a Series of Securities, or the first authentication of a Series of Securities that provides for the issuance of Securities of that Series from time to time, and accepting the additional responsibilities under this Indenture in relation to any such Series of Securities, the Trustee shall be provided with and subject to Section 6.01 shall be fully protected in relying upon:

(a) a copy of any resolution or resolutions of the Board of Directors relating to such Series, in each case certified by the secretary or an assistant secretary of the Company;

(b) a supplemental indenture, if any;

(c) an Officers' Certificate setting forth the form and terms of the Securities of such Series as required pursuant to Sections 2.01 and 2.03, respectively, and prepared in accordance with Section 13.06; and

(d) an Opinion of Counsel, prepared in accordance with Section 13.06, which shall state:

(i) that the form or forms and terms of such Series of Securities have been established by or pursuant to a resolution of the Board of Directors or by a supplemental indenture as permitted by Sections 2.01 and 2.03 in conformity with the provisions of this Indenture;

(ii) that such Series of Securities have been duly authorized and, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any conditions specified in such opinion of counsel, will constitute valid and binding obligations of the Company enforceable, in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally and by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(iii) that all conditions precedent to the execution and delivery by the Company of such Series of Securities have been complied with.

The Trustee shall have the right to decline to authenticate and deliver any Series of Securities under this Section 2.04 if the issue of such Series of Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under this Indenture in a manner not reasonably acceptable to the Trustee.

SECTION 2.05. *Execution of Securities.* The Securities shall be signed on behalf of the Company by both (a) the chairman of its Board of Directors or its president or any vice president and (b) its treasurer or any assistant treasurer or its secretary or any assistant secretary. Such signatures may be the manual or facsimile signatures of such officers. The seal of the Company may be in the form of a facsimile thereof and may be impressed, affixed, imprinted or otherwise reproduced on the Securities. Typographical and other minor errors or defects in any such reproduction of the seal or any such signature shall not affect the validity or enforceability of any Security that has been duly authenticated and delivered by the Trustee.

In case any officer of the Company who shall have signed any of the Securities shall cease to be such officer before the Security so signed shall be authenticated and delivered by the Trustee or disposed of by the Company, such Security nevertheless may be authenticated and delivered or disposed of as though the person who signed such Security had not ceased to be such officer of the Company. Any Security may be signed on behalf of the Company by such individuals as, at the actual date of the execution of such Security, shall be the proper officers of

the Company, although at the date of the execution and delivery of this Indenture any such individual was not such an officer.

SECTION 2.06. *Certificate of Authentication.* Only such Securities as shall bear thereon a certificate of authentication substantially in the form set forth in Section 2.02 and executed by the Trustee by the manual signature of one of its authorized signatories shall be valid or obligatory for any purpose. Such certificate by the Trustee upon any Security executed by the Company shall be conclusive evidence that the Security so authenticated has been duly authenticated and delivered hereunder.

SECTION 2.07. *Denomination and Date of Securities; Payments of Interest.* The Securities shall be issuable in denominations as shall be specified as contemplated by Section 2.03. In the absence of any such specification with respect to the Securities of any Series, Securities shall be issuable in denominations of $1,000 and any integral multiple thereof, and interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Securities shall be numbered, lettered or otherwise distinguished in such manner or in accordance with such plan as the officers of the Company executing the same may determine with the approval of the Trustee as evidenced by its execution and authentication thereof.

Each Security shall be dated the date of its authentication.

Unless otherwise provided as contemplated by Section 2.03, interest on any Security that is payable, and is punctually paid or duly provided for, on any interest payment date shall be paid to the person in whose name that Security (or one or more predecessor securities) is registered at the close of business on the regular record date for the payment of such interest.

The term "**record date**" as used with respect to any interest payment date (except for a date for payment of defaulted interest) means the date specified as such in the terms of the Securities of any particular Series or, if no such date is so specified, the close of business on the fifteenth day preceding such interest payment date, whether or not such record date is a Business Day.

Any interest on any Security of any Series that is payable but not punctually paid or duly provided for ("**defaulted interest**") on any interest payment date shall forthwith cease to be payable to the Registered Holder on the relevant record date by virtue of such Holder having been a Holder on such record date. Such defaulted interest may be paid by the Company, at its election in each case, as provided in clause (a) or clause (b) below:

(a) The Company may elect to make payment of any defaulted interest to the persons in whose names any such Securities (or their respective predecessor Securities) are registered at the close of business on a special record date for the payment of such defaulted interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Security of such Series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee funds equal to the aggregate amount proposed to be paid in respect of such defaulted interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment.

Such funds when deposited shall be held in trust for the benefit of the Persons entitled to such defaulted interest as provided in this clause (a). Thereupon the Trustee shall fix a special record date for the payment of such defaulted interest in respect of Securities of such Series, which shall be not more than 15 nor less than ten days prior to the date of the proposed payment and not less than ten days after the receipt by the Trustee of the notice of the proposed payment. The Trustee promptly shall notify the Company of such special record date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such defaulted interest and the special record date thereof to be mailed, first class postage prepaid, to each Registered Holder at his address as it appears in the Security register, not less than ten days prior to such special record date. Notice of the proposed payment of such defaulted interest and the special record date therefor having been mailed as aforesaid, such defaulted interest in respect of Securities of such Series shall be paid to the persons in whose names such Securities (or their respective predecessor Securities) are registered on such special record date and such defaulted interest shall no longer be payable pursuant to the following clause (b).

(b) The Company may make payment of any defaulted interest on the Securities of any Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of that Series may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section 2.07, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, that were carried by such other Security.

SECTION 2.08. *Registration, Registration of Transfer and Exchange.* The Company will cause to be kept at each office or agency to be maintained for the purpose as provided in Section 3.02 a register or registers (the "**Security register**") in which, subject to such reasonable regulations as it may prescribe, the Company will provide for the registration and the registration of transfer of the Securities. The Trustee is hereby appointed Security registrar for purposes of registering, and registering transfers of, the Securities.

Upon surrender for registration of transfer of any Security of any Series at any such office or agency to be maintained for the purpose as provided in Section 3.02, the Company shall execute, and the Trustee shall authenticate and make available for delivery in the name of the transferee or transferees, a new Security or Securities of the same Series and of like tenor and containing the same terms (other than the principal amount thereof, if more than one Security is executed, authenticated and delivered with respect to any security so presented, in which case the aggregate principal amount of the executed, authenticated and delivered Securities shall equal the principal amount of the Security presented in respect thereof) and conditions.

All Securities issued upon any registration of transfer or exchange of Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or exchange, if so required by the Company or the Trustee, shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Trustee, duly executed by the Holder thereof or his attorney and duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of an amount sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 2.12, 8.05 or 11.03 not involving any transfer.

The Company shall not be required (i) to issue, register the transfer of or exchange any Security during the 15-day period prior to the day of mailing of the relevant notice of redemption or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except, in the case of any Security to be redeemed in part, the portion thereof not redeemed.

SECTION 2.09. *Trustee's Duties to Monitor Compliance*. The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among depositary participants or beneficial owners of interests in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 2.10. *Mutilated, Defaced, Destroyed, Lost and Stolen Securities.* Unless otherwise specified as contemplated by Section 2.03 of any Series, in case any temporary or definitive Security shall become mutilated or defaced or be destroyed, lost or stolen, the Company shall execute, and upon the written request of any officer of the Company, the Trustee shall authenticate and make available for delivery a new Security of the same Series and of like tenor and principal amount and with the same terms and conditions, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated or defaced Security or in lieu of and substitution for the Security so destroyed, lost or stolen. In every case the applicant for a substitute Security shall furnish to the Company and to the Trustee such security or indemnity as may be required by them to indemnify and defend and to save each of them harmless and, in every case of destruction, loss or theft, evidence to their satisfaction of the destruction, loss or theft of such Security and of the ownership thereof.

Upon the issuance of any substitute Security, the Company may require the payment of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including the reasonable fees and expenses of the Trustee, connected therewith. In case any Security which has matured or is about to mature or has been called for redemption in full shall become mutilated or defaced or be destroyed, lost or stolen, the Company, instead of issuing a substitute Security, may pay or authorize the payment of the same without surrender thereof except in the case of a mutilated or defaced Security. The applicant for such payment shall furnish to the Company and to the Trustee such security or

indemnity as any of them may require to save each of them harmless. In every case of destruction, loss or theft, the applicant also shall furnish to the Company and the Trustee evidence to their satisfaction of the destruction, loss or theft of such Security and of the ownership thereof.

Every substitute Security issued pursuant to the provisions of this Section 2.10 by virtue of the fact that any Security is destroyed, lost or stolen shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone and shall be entitled to all the benefits of and shall be subject to all the limitations of rights set forth in this Indenture equally and proportionately with any and all other Securities duly authenticated and delivered hereunder. All Securities shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, defaced, destroyed, lost or stolen Securities and shall preclude any and all other rights or remedies, notwithstanding any law or statute to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.11. *Cancellation of Securities*. All Securities surrendered for payment, redemption, registration of transfer or exchange, or for credit against any payment in respect of a sinking or analogous fund, if surrendered to the Company or any agent of the Company or the Trustee shall be delivered to the Trustee for cancellation or, if surrendered to the Trustee, shall be cancelled by it in accordance with its customary procedures; and no Securities shall be issued in lieu thereof except as expressly permitted by the provisions of this Indenture. The Company at any time may deliver to the Trustee for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold and all Securities so delivered shall be promptly cancelled by the Trustee. The Trustee shall return cancelled Securities held by it to the Company, upon written request. If the Company shall acquire any of the Securities, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Securities unless the same are delivered to the Trustee for cancellation.

SECTION 2.12. *Temporary Securities.* Pending the preparation of definitive Securities for any Series, the Company may execute and the Trustee shall authenticate and make available for delivery temporary Securities for such Series, which may be printed, typewritten or otherwise reproduced, in each case in form reasonably acceptable to the Trustee. Temporary Securities of any Series may be issued in any authorized denomination and substantially in the form of the definitive Securities of such Series but with such omissions, insertions and variations as may be appropriate for temporary Securities, all as may be determined by the Company with the reasonable concurrence of the Trustee. Temporary Securities may contain such reference to any provisions of this Indenture as may be appropriate. Every temporary Security shall be executed by the Company and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Securities. Without unreasonable delay the Company shall execute and shall furnish definitive securities of such Series and thereupon temporary Securities of such Series may be surrendered in exchange therefor without charge at each office or agency to be maintained by the Company for that purpose pursuant to Section 3.02, and the Trustee shall authenticate and make available for delivery in exchange for such temporary Securities of such Series a like aggregate principal amount of definitive Securities of the same Series of authorized denominations. Until so

exchanged, the temporary Securities of any Series shall be entitled to the same benefits under this Indenture as definitive Securities of such Series.

SECTION 2.13. *Securities in Global Form.* If Securities of a Series are issuable in global form, as specified as contemplated by Section 2.03, such global form of Security shall represent such of the Outstanding Securities of such Series as shall be specified therein and may provide that it shall represent the aggregate amount of Outstanding Securities from time to time endorsed thereon and that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a Security in global form to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby may be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified therein or in the Company order to be delivered to the Trustee pursuant to Section 2.04. Subject to the provisions of Section 2.04, the Trustee shall deliver and redeliver any Security in definitive global form in the manner and upon written instructions given by the Person or Persons specified therein or in the applicable Company order. If a Company order pursuant to Section 2.04 has been, or simultaneously is, delivered, any instructions by the Company with respect to endorsement or delivery or redelivery of a Security in global form shall be in writing.

Unless otherwise specified as contemplated by Section 2.03, payment of principal of and any interest on any Security in definitive global form shall be made to the Person or Persons specified therein.

Prior to due presentment of a Security for registration of transfer, the Company, the Trustee, and any agent of the Company or the Trustee may treat the Person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of or interest on such Security and for all other purposes whatsoever, whether or not such Security shall be overdue, and neither the Company, the Trustees nor any agent of the Company or the Trustee will be affected by notice to the contrary.

If The Depository Trust Company is at any time unwilling or unable to continue as Depository or if at any time The Depository Trust Company ceases to be a clearing agency registered under the Securities Exchange Act if so required by applicable law or regulation, and, in either case, a successor Depository is not appointed within 90 days, certificated Securities will be issued in exchange for the global Securities. In addition, the Company may determine, at any time and subject to the procedures of The Depository Trust Company, not to have any Securities represented by one or more global Securities, and, in such event, shall issue individual Securities in certificated form in exchange for the relevant global Securities. Beneficial interests in global Securities will be exchangeable for individual Securities in certificated form in the event of a default or an Event of Default, upon prior written notice to the Trustee by or on behalf of The Depository Trust Company or at the written request of the owner of such beneficial interests, in each case, in accordance with the terms hereof. In any of the foregoing circumstances, an owner of a beneficial interest in a global Security shall be entitled to physical delivery of individual Securities in certificated form of like tenor and rank, equal in principal amount to such beneficial interest, and to have such Securities in certificated form registered in its name.

SECTION 2.14. *CUSIP Numbers.* The Company in issuing the Securities may use CUSIP numbers if then generally in use and, if so, the Trustee shall use CUSIP numbers in notices of redemption as a convenience to Holders. Any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities. No such redemption shall be affected by any defect in or omission of such numbers. The Company promptly will notify the Trustee of any change in the CUSIP numbers.

ARTICLE 3
COVENANTS OF THE COMPANY

SECTION 3.01. *Payment of Principal and Interest.* The Company covenants and agrees for the benefit of each particular Series of Securities that it will duly and punctually pay or cause to be paid the principal of, and interest on, each of the Securities of such Series in accordance with the terms of the Securities of such Series and this Indenture.

SECTION 3.02. *Offices for Payment, Etc.* So long as any of the Securities remain outstanding, the Company will maintain for each Series an office or agency where the Securities may be presented for payment or conversion, where the Securities may be presented for registration of transfer and for exchange and where notices and demands to or upon the Company in respect of the Securities or of this Indenture may be served. The Company will give to the Trustee written notice of the location of any such office or agency and of any change of location thereof. In case the Company shall fail to so designate or maintain any such office or agency or shall fail to give such notice of the location or of any change in the location thereof, presentations and demands may be made and notices may be served at the Corporate Trust Office. Unless otherwise specified pursuant to Section 2.03, the Trustee is hereby appointed Paying Agent.

SECTION 3.03. *Paying Agents.* Whenever the Company shall appoint a Paying Agent other than the Trustee with respect to the Securities of any Series, it will cause such Paying Agent to execute and deliver to the Trustee an instrument in which such Agent shall agree with the Trustee, subject to the provisions of this Section 3.03:

(a) that it will hold all amounts received by it as such Paying Agent for the payment of the principal of or interest on the Securities of such Series in trust for the benefit of the Holders of the Securities of such Series and, upon the occurrence of an Event of Default and upon the written request of the Trustee, pay over all such amounts received by it to the Trustee; and

(b) that it will give the Trustee notice of any failure by the Company or by any other obligor on the Securities of such Series to make any payment of the principal of or interest on the Securities of such Series when the same shall be due and payable.

One Business Day prior to each due date of the principal of or interest on the Securities of such Series, the Company will deposit with the Paying Agent sufficient funds to pay such

principal or interest so becoming due and, unless such Paying Agent is the Trustee, notify the Trustee of any failure to take such action.

If the Company shall act as its own Paying Agent with respect to the Securities of any Series, on or before each due date of the principal of or interest on the Securities of such Series it will set aside, segregate and hold in trust for the benefit of the Holders of the Securities of such Series sufficient funds to pay such principal or interest so becoming due. The Company will promptly notify the Trustee of any failure to take such action.

At any time, for the purpose of obtaining a satisfaction and discharge with respect to one or more or all Series of Securities or for any other reason, the Company may pay or cause to be paid to the Trustee all amounts held in trust for any such Series by the Company or any Paying Agent, such amounts to be held by the Trustee in trust pursuant to this Indenture.

The agreement to hold amounts in trust as provided in this Section 3.03 is subject to the provisions of Sections 10.03 and 10.04.

SECTION 3.04. *Officers' Certificate.* The Company shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officers' Certificate indicating whether the officers signing such Officers' Certificate on behalf of the Company know of any default with respect to the Company's compliance with all conditions or covenants under the Securities of any Series. The Company also shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any Event of Default with respect to the Securities of any Series, the status thereof and what action the Company is taking or proposes to take in respect thereof.

SECTION 3.05. *Calculation of Original Issue Discount.* The Company shall file with the Trustee, within 30 days after the end of each calendar year, a written notice specifying the amount of original issue discount, if any, including daily rates and accrual periods, accrued on each Series of Outstanding Original Issue Discount Securities as of the end of such year.

ARTICLE 4
HOLDERS' LISTS AND REPORTS BY THE COMPANY

SECTION 4.01. *Company to Furnish Trustee Information as to Names and Addresses of Holders.* Unless otherwise contemplated by Section 2.03 for the Securities of any Series, the Company will furnish or cause to be furnished to the Trustee a list in such form as the Trustee reasonably may require of the names and addresses of the Holders of the Securities of each Series:

(a) semiannually, and not more than 15 days after each record date for the payment of interest on such Securities, as of such record date; and

(b) at such other times as the Trustee reasonably may request in writing, within 30 days after receipt by the Company of any such request, such list to be as of a date not more than 15 days prior to the time such information is furnished;

provided that, if the Trustee shall be the Security registrar for such Series, such list shall not be required to be furnished.

SECTION 4.02. *Preservation and Disclosure of Holders' Lists.*

(a) The Trustee will preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 4.01 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 4.01 upon receipt of a new list so furnished.

(b) The rights of the Holders to communicate with other Holders with respect to their rights under this Indenture or under the Securities, and the corresponding rights and privileges of the Trustee, will be as provided by Section 312(b) of the Trust Indenture Act.

(c) Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee nor any agent of either of them will be held accountable by reason of any disclosure of information as to names and addresses of Holders made in accordance with the Trust Indenture Act.

SECTION 4.03. *Reports by the Company.* So long as any Securities are outstanding, the Company will file with the Trustee, within 15 days after it files them with the Commission, copies of its annual report and the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Company is required to file with the Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act. The Company shall be deemed to have complied with the previous sentence to the extent that such information, documents and reports are filed with the Commission via EDGAR (or any successor electronic delivery procedure). The Company shall also comply with the other provisions of Section 314(a) of the Trust Indenture Act.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder.

ARTICLE 5
REMEDIES OF THE TRUSTEE AND HOLDERS ON EVENT OF DEFAULT

SECTION 5.01. *Event of Default Defined; Acceleration of Maturity; Waiver of Default.* "**Event of Default**", with respect to Securities of any Series, means, unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, any one of the following events which shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of

law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) unless it is either inapplicable to a particular Series or it is specifically deleted or modified in or pursuant to the supplemental indenture or resolution of the Board of Directors establishing such Series of Securities or in the form of Security for such Series:

(a) default in the payment of any installment of interest upon any of the Securities of such Series as and when the same shall become due and payable, and continuance of such default for a period of 30 days;

(b) default in the payment of all or any part of the principal of any of the Securities of such Series as and when the same shall become due and payable, either at maturity, upon any redemption or repurchase, by declaration or otherwise;

(c) default in the performance or breach of any covenant or warranty contained in the Securities of such Series or in this Indenture (other than (x) the failure to comply with any covenant or agreement contained in Section 314(a)(1) of the Trust Indenture Act or Section 4.03 or (y) a default in the performance or breach of a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section 5.01 specifically dealt with or which has expressly been included in this Indenture solely for the benefit of one or more Series of Securities other than that Series), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that Series, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder;

(d) the Company (i) pursuant to or within the meaning of any bankruptcy law commences a voluntary case, consents to the entry of an order for relief against it in an involuntary case, consents to the appointment of a custodian of it or for any substantial part of its property, or makes a general assignment for the benefit of its creditors or takes any comparable action under any foreign laws relating to insolvency; or (ii) a court of competent jurisdiction enters an order or decree under any bankruptcy law that is for relief against the Company in an involuntary case, appoints a custodian of the Company or for any substantial part of its property, or orders the winding up or liquidation of the Company or any similar relief is granted under any foreign laws and the order or decree remains unstayed and in effect for 90 days; or;

(e) any other Event of Default (including Events of Default replacing or supplementing the foregoing) provided with respect to Securities of such Series in the supplemental indenture or resolution of the Board of Directors establishing such Series.

Any failure to perform, or breach of, any covenant or agreement of the Company in respect of the Securities of such Series contained in Section 314(a)(1) of the Trust Indenture Act or Section 4.03 shall not be a default or an Event of Default. Remedies against the Company for any such failure or breach will be limited to liquidated damages as described in the following sentence, and Holders shall not have any right to accelerate the maturity of the Securities of such

Series as a result of any such failure or breach. Instead, if there is such a failure or breach of the Company's obligation under Section 314(a)(1) of the Trust Indenture Act or Section 4.03 and continuance of such failure or breach for a period of 90 days after the date on which there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of all Series affected thereby, a written notice specifying such failure or breach and requiring it to be remedied and stating that such notice is a "Notice of Reporting Noncompliance" hereunder, the Company will pay liquidated damages to all Holders of Securities of such Series, at a rate per year equal to 0.25% of the principal amount of such Securities from the 90th day following such notice to and including the 150th day following such notice and at a rate per year equal to 0.5% of the principal amount of such Securities from and including the 151st day following such notice, until such failure or breach is cured. Any such liquidated damages shall be payable in the same manner and on the same dates as the stated interest payable on the Securities of such Series. In the event that the Company is required to pay such liquidated damages, the Company shall provide a written notice to the Trustee (and if the Trustee is not the paying agent, the paying agent) no later then five Business Days prior to the payment date for the payment of such liquidated damages setting forth the amount of such liquidated damages to be paid by the Company on such payment date and directing the Trustee (or, if the Trustee is not the paying agent, the paying agent) to make such payment to the extent it receives funds from the Company to do so. The Trustee shall not at any time be under any duty or responsibility to any holder of Securities to determine whether such liquidated damages are payable, or with respect to the nature, extent or calculation of the amount of liquidated damages owed.

If an Event of Default occurs under clause (d) above, the principal of and interest on the Securities of each Outstanding Series shall become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders of any Securities.

Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, if an Event of Default (other than an Event of Default occurring as a result of clause (d)) with respect to the Securities of any Series shall have occurred and be continuing, either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities of such Series then Outstanding by notice to the Company may declare the principal amount of all the Securities of such Series and accrued and unpaid interest thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable. This provision, however, is subject to the condition that if at any time after the principal of the Securities of such Series shall have been so declared due and payable, and before any judgment or decree for the payment of the amounts due shall have been obtained or entered as hereinafter provided, the Company shall have paid or deposited with the Trustee sufficient funds to pay all matured installments of interest, if any, upon all the Securities of such Series and the principal of the Securities of such Series that shall have become due other than by such acceleration (with interest upon such principal and, to the extent that payment of such interest is enforceable under applicable law, upon overdue installments of interest, at the rate borne by the Securities of such Series to the date of such payment or deposit) and all other defaults under this Indenture, other than the nonpayment of the principal of Securities of such Series that shall have become due by such acceleration, shall have been remedied, then and in every such case the Holders of a majority in aggregate principal amount at maturity of the Securities of such Series then Outstanding, by written notice to the Company and to the Trustee for the Securities of such

Series, may waive all defaults and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

Subject to the provisions of Article 6, in case an Event of Default with respect to the Securities of any Series shall occur and be continuing, the Trustee shall not be under any obligation to exercise any of the trusts or powers vested in it hereby at the request or direction of any Holder of such Series, unless such Holder shall have offered to such Trustee security or indemnity reasonably satisfactory to it.

Additional terms and conditions with respect to the rights of Holders of the Securities of a particular Series (including as to rights to rescind an acceleration of the payment of principal and interest) and the rights and obligations of the Trustee, in each case, in connection with a default or Event of Default, may be specified as contemplated by Section 2.03 for the Securities of any Series.

SECTION 5.02. *Collection of Indebtedness by Trustee; Trustee May Prove Debt.* If the Company shall fail to pay any installment of interest on any of the Securities of any Series when such interest shall have become due and payable, and such default shall have continued for a period of 30 days, or shall fail to pay the principal of any of the Securities of any Series when the same shall have become due and payable, whether upon maturity of the Securities of such Series or upon any redemption or by declaration or otherwise, then upon demand of the Trustee for the Securities of such Series the Company will pay to the Trustee for the Securities of such Series for the benefit of the Holders of the Securities of such Series the whole amount that then shall have become due and payable on all Securities of such Series for principal of or interest, as the case may be (with interest to the date of such payment upon the overdue principal and, to the extent that payment of such interest is enforceable under applicable law, on overdue installments of interest at the same rate as the rate of interest specified in the Securities of such Series) and such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to and expenses incurred by the Trustee and its respective agents, attorneys and counsel.

Until such demand is made by the Trustee, the Company may pay the principal of and interest on the Securities of any Series to the persons entitled thereto, whether or not the principal of and interest on the Securities of such Series are overdue.

If the Company shall fail to pay such amounts upon such demand, the Trustee for the Securities of such Series, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the amounts so due and unpaid. In any such case, the Trustee may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against the Company and collect in the manner provided by law out of the property of the Company, wherever situated, the amounts adjudged or decreed to be payable.

If (i) there shall be pending proceedings relative to the Company under Title 11 of the United States Code or any other applicable federal or state bankruptcy, insolvency or other

similar law, (ii) a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or its property or (iii) any other comparable judicial proceedings relative to the Company under the Securities of any Series, or to the creditors or property of the Company, shall be pending, and irrespective of whether the principal of any Securities shall then be due and payable or whether the Trustee shall have made any demand pursuant to the provisions of this Section 5.02, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise:

(a) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Securities of any Series and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to, and expenses incurred by, the Trustee, and its agents, attorneys and counsel) and of the Holders allowed in any judicial proceedings relative to the Company, or to the creditors or property of the Company; and

(b) to collect and receive any funds or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Holders and of the Trustee on their behalf; and any trustee, receiver, or liquidator, custodian or other similar official is hereby authorized by each of the Holders to make payments to the Trustee for the Securities of such Series, and, in the event that such Trustee shall consent to the making of payments directly to the Holders, to pay to such Trustee such amounts as shall be sufficient to cover reasonable compensation to and expenses incurred by such Trustee and its respective agents, attorneys and counsel and all other amounts due to such Trustee pursuant to Section 6.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Securities of any Series or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture or under any of the Securities may be enforced by the Trustee for the Securities of such Series without the possession of any of the Securities of such Series or the production thereof at any trial or other proceedings relative thereto. Any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of the Securities in respect of which such action was taken.

In any proceedings brought by the Trustee for the Securities of such Series, the Trustee shall be held to represent all the Holders of the Securities in respect of which such action was taken, and it shall not be necessary to make any Holders of such Securities parties to any such proceedings.

SECTION 5.03. *Application of Proceeds.* Any amounts collected by the Trustee for the Securities of such Series pursuant to this Article 5 in respect of the Securities of any Series shall be applied in the following order at the date or dates fixed by such Trustee and, in case of the distribution of such amounts on account of principal or interest, upon presentation of the several Securities in respect of which amounts have been collected and stamping or otherwise noting thereon the payment, or issuing Securities of such Series in reduced principal amounts in exchange for the presented Securities of like Series if only partially paid, or upon surrender thereof if fully paid:

FIRST: To the payment of costs and expenses applicable to such Series in respect of which amounts have been collected, including reasonable compensation to and expenses incurred by the Trustee and its agents and attorneys and all other amounts due to the Trustee pursuant to Section 6.07;

SECOND: To the payment of the amounts then due and unpaid for principal of and interest on the Securities of such Series in respect of which amounts have been collected, such payments to be made ratably to the persons entitled thereto, without discrimination or preference, according to the amounts then due and payable on such Securities and any such debt for principal and interest; and

THIRD: To the payment of the remainder, if any, to the Company or as a court of competent jurisdiction may direct.

SECTION 5.04. *Restoration of Rights on Abandonment of Proceedings.* If the Trustee for the Securities of any Series shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Company and the Trustee, subject to the determination in any such proceeding, shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Company, the Trustee and the Holders shall continue as though no such proceedings had been taken.

SECTION 5.05. *Limitations on Suits by Holders.* No Holder of any Security of any Series shall have any right, by virtue or by availing of any provision of this Indenture, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Securities of such Series then Outstanding shall have made written request upon the Trustee to institute such action or proceedings in its own name as trustee hereunder and shall have offered to the Trustee security or indemnity satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 60 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 60-day period by Holders of a majority in principal amount of the Securities of such Series then Outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Security with every other Holder of a Security and the Trustee, that no one or

more Holders of Securities of any Series shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Securities, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Securities of the applicable Series.

SECTION 5.06. *Unconditional Right of Holders to Institute Certain Suits.* Notwithstanding any provision in this Indenture and any provision of any Security of such Series, the right of any Holder of any Security to receive payment of the principal of and (subject to Section 2.07) interest on such Security at the respective rates, in the respective amount on or after the respective due dates expressed in such Security of such Series, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

SECTION 5.07. *Powers and Remedies Cumulative; Delay or Omission Not Waiver of Default.* Except as provided in Sections 2.10 and 5.05, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy, to the extent permitted by law, shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

No delay or omission of the Trustee or of any Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Subject to Section 5.05, every power and remedy given by this Indenture or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or the Holders.

SECTION 5.08. *Control by Holders.* The Holders of a majority in aggregate principal amount of the Securities of each Series affected at the time Outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred by this Indenture on the Trustee with respect to the Securities of such Series. The Trustee shall have the right to decline to follow any such direction if (i) such direction shall conflict with law or the provisions of this Indenture or any indenture supplemental hereto, (ii) the Trustee shall determine that the action or proceedings so directed would involve the Trustee in personal liability or (iii) the Trustee in good faith shall so determine that the actions or forbearances specified in or pursuant to such direction would be unduly prejudicial to the interests of Holders of the Securities of all Series so affected not joining in the giving of said direction, it being understood that the Trustee shall have no duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders.

SECTION 5.09. *Waiver of Past Defaults.* The Holders of a majority in aggregate principal amount of the Securities of such Series at the time Outstanding, on behalf of the Holders of all the Securities of such Series, may waive any past default hereunder or its

consequences, except a default in the payment of the principal of or interest on any of the Securities of such Series.

Upon any such waiver, such default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

SECTION 5.10. *Right of Court to Require Filing of Undertaking to Pay Costs.* Any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit. Any such court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant. The provisions of this Section 5.10 shall not apply, however, to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders of any Series holding in the aggregate more than 10% in aggregate principal amount of the Securities of such Series or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest on any Security on or after the due date expressed in such Security.

SECTION 5.11. *Suits for Enforcement.* If an Event of Default has occurred, has not been waived and is continuing, the Trustee in its discretion may proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

ARTICLE 6
CONCERNING THE TRUSTEE

SECTION 6.01. *Duties of Trustee.*

(a) If an Event of Default has occurred and is continuing with respect to the Securities of any Series, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default with respect to the Securities of any Series:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this

Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) of this Section 6.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 5.08.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (c) and (e) of this Section 6.01.

(e) No provision of this Indenture shall require the Trustee to extend or risk its own funds or otherwise incur any financial liability unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) Amounts held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any amounts received by it hereunder except as otherwise agreed in writing with the Company.

SECTION 6.02. *Rights of Trustee.*

(a) The Trustee may conclusively rely on, and shall be fully protected in relying upon, any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it

takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel.

(c) Subject to the provisions of Section 6.01(c), the Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

(d) Before the Trustee acts or refrains from acting, the Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon in accordance with such advice or Opinion of Counsel.

(e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(f) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(g) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Officers' Certificate or other certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, bond, debenture, note, coupon, security or other paper or document.

(h) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(i) The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company, except as otherwise set forth herein, but the Trustee may require of the Company full information and advice as to the performance of the covenants, conditions and agreements contained herein and shall be entitled in connection herewith to examine the books, records and premises of the Company.

(j) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(k) In no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder.

(m) Any request or direction of the Company mentioned herein shall be sufficiently evidenced by a written order of the Company and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution of the Board of Directors.

(n) The Trustee may request that the Company deliver a certificate setting forth the names of individuals and titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(o) The Trustee shall not be deemed to have notice of or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such an Event of Default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture.

SECTION 6.03. *Individual Rights of Trustee.* The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or its affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, registrar or co-registrar may do the same with like rights. However, the Trustee must comply with Sections 6.10 and 6.11.

SECTION 6.04. *Trustee's Disclaimer.* The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities. The Trustee shall not be accountable for the Company's use of the proceeds from the Securities and shall not be responsible for any statement in any registration statement for the Securities filed with the Commission under the Securities Act (other than its Statement of Eligibility on Form T-1) or in the Indenture (other than its eligibility under Section 6.10) or the Securities (other than its certificate of authentication).

SECTION 6.05. *Notice of Defaults.* If a default occurs and is continuing with respect to the Securities of any Series and is known to the Trustee, the Trustee shall mail to each Holder of the Securities of such Series notice of such default within 90 days after the occurrence of such default. Except in the case of a default in the payment of the principal of, premium, if any, or interest on the Securities of any Series, including payments pursuant to the redemption provisions of the Securities of such Series, the Trustee may withhold notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of such Series.

SECTION 6.06. *Reports by Trustee to Holders.* So long as the Securities of any Series are Outstanding, within 60 days after each May 15 beginning with the May 15 following the date

of this Indenture, the Trustee shall mail to each Holder of any such Series and each other Person specified in Section 313(c) of the Trust Indenture Act a brief report dated as of such May 15 that complies with Section 313(a) of the Trust Indenture Act to the extent required thereby. The Trustee also shall comply with Section 313(b) of the Trust Indenture Act.

The Trustee will file a copy of each report, at the time of its mailing to Holders of any Series, with the Commission and each securities exchange on which the Securities of any Series are listed. The Company promptly will notify the Trustee whenever the Securities of any Series become listed on any securities exchange and of any delisting thereof.

SECTION 6.07. *Compensation and Indemnity.* The Company:

(a) will pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as shall be agreed to in writing between the Company and the Trustee for all services rendered by it hereunder, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust;

(b) will reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture, including the reasonable compensation and expenses of its agents and counsel, except to the extent any such compensation or expense may be attributable to its own negligence or willful misconduct; and

(c) will indemnify the Trustee for, and to hold it harmless against, any loss, liability, claim, damage or expense arising out of or in connection with the acceptance or administration of this trust or the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent that any such loss, liability or expense may be attributable to its own negligence or willful misconduct.

As security for the performance of the Company's obligations under this Section 6.07, the Trustee shall have a lien prior to the Securities on all funds or property held or collected by the Trustee, except for those funds that are held in trust to pay the principal of or interest, if any, on particular Securities.

"Trustee" for purpose of this Section 6.07 includes any predecessor trustee; provided that the negligence or willful misconduct of any Trustee shall not be attributable to any other Trustee.

The Company's payment obligations pursuant to this Section 6.07 shall constitute additional indebtedness hereunder and shall survive the discharge and termination of this Indenture and resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a default specified in Section 5.01(d), such expenses, including reasonable fees and expenses of counsel, are intended to constitute expenses of administration under bankruptcy law.

SECTION 6.08. *Replacement of Trustee.* The Trustee may resign at any time with respect to Securities of one or more Series by so notifying the Company. No such resignation,

however, shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 6.08. The Holders of a majority in aggregate principal amount of the Outstanding Securities of any Series may remove the Trustee with respect to such Series by so notifying the Trustee and the Company. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 6.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, with respect to the Securities of one or more Series, the Company shall promptly appoint, by resolution of its Board of Directors, a successor Trustee with respect to the Securities of such Series.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture with respect to the Securities of such Series. The successor Trustee shall mail a notice of its succession to Holders so affected. The retiring Trustee shall promptly transfer all funds and property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 6.07.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of a majority in aggregate principal amount of the Outstanding Securities of each affected Series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 6.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

SECTION 6.09. *Successor Trustee by Merger.* If the Trustee consolidates with, merges or converts into or transfers all or substantially all its corporate trust business or assets to another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

SECTION 6.10. *Eligibility; Disqualification.* The Trustee shall at all times satisfy the requirements of Section 310(a)(1) of the Trust Indenture Act. The Trustee shall have a combined capital and surplus of at least $150,000,000 as set forth in its most recent published annual report of condition. Neither the Company nor any person directly or indirectly controlling, controlled by or under common control with the Company shall serve as Trustee hereunder. The Trustee shall comply with Section 310(b) of the Trust Indenture Act.

SECTION 6.11. *Preferential Collection of Claims Against Company.* The Trustee shall comply with Section 311(a) of the Trust Indenture Act, excluding any creditor relationship listed

in Section 311(b) of the Trust Indenture Act. A Trustee who has resigned or been removed shall be subject to Section 311(a) of the Trust Indenture Act to the extent indicated therein.

ARTICLE 7
CONCERNING THE HOLDERS

SECTION 7.01. *Evidence of Action Taken by Holders.*

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by a specified percentage in principal amount of the Holders of any or all Series may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such specified percentage of Holders in person or by agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee. Proof of execution of any instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and, subject to Sections 6.01 and 6.02, conclusive in favor of the Trustee and the Company, if made in the manner provided in this Article 7.

(b) The ownership of Securities shall be proved by the Security register.

SECTION 7.02. *Proof of Execution of Instruments.* Subject to Sections 6.01 and 6.02, the execution of any instrument by a Holder or his agent or proxy may be proved in accordance with such reasonable rules and regulations as may be prescribed by the Trustee or in such manner as shall be satisfactory to the Trustee.

SECTION 7.03. *Holders to Be Treated as Owners.* The Company, the Trustee and any agent of the Company or the Trustee may deem and treat the person in whose name any Security shall be registered upon the Security register for such Series as the absolute owner of such Security (whether or not such Security shall be overdue and notwithstanding any notation of ownership or other writing thereon) for the purpose of receiving payment of or on account of the principal of and interest on such Security and for all other purposes. Neither the Company nor the Trustee nor any agent of the Company or the Trustee shall be affected by any notice to the contrary. All payments made to any such person, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for amounts payable upon any such Security.

SECTION 7.04. *Securities Owned by Company Deemed Not Outstanding.* In determining whether the Holders of the requisite aggregate principal amount of Outstanding Securities of any or all Series have concurred in any direction, consent or waiver under this Indenture, Securities that are owned by the Company or any other obligor on the Securities with respect to which such determination is being made, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any other obligor on the Securities with respect to which such determination is being made, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. For the purpose of determining whether the Trustee shall be protected in relying on any such direction, consent or waiver, only Securities that the Trustee knows are so owned shall be so

disregarded. Securities so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company or any other obligor upon the Securities or any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company or any other obligor on the Securities.

SECTION 7.05. *Right of Revocation of Action Taken.* At any time prior to the evidencing to the Trustee, as provided in Section 7.01, of the taking of any action by the Holders of the percentage in aggregate principal amount of the Securities of any Series specified in this Indenture in connection with such action, any Holder of a Security the serial number of which is shown by the evidence to be included among the serial numbers of the Securities the Holders of which have consented to such action, by filing written notice at the Corporate Trust Office and upon proof of holding as provided in this Article 7, may revoke such action so far as concerns such Security. Except as aforesaid any such action taken by the Holder of any Security shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Security and of any Securities issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon any such Security. Any action taken by the Holders of the percentage in aggregate principal amount of the Securities of any Series specified in this Indenture in connection with such action shall be binding upon the Company, the Trustee and the Holders of all the Securities affected by such action. This Section shall apply unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series.

ARTICLE 8
SUPPLEMENTAL INDENTURES

SECTION 8.01. *Supplemental Indentures Without Consent of Holders.* Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, the Company, when authorized by a resolution of its Board of Directors, and the Trustee for the Securities of any Series from time to time and at any time may enter into an indenture or indentures supplemental hereto, which shall conform to the provisions of the Trust Indenture Act as in force at the date of the execution thereof, in form satisfactory to such Trustee, for one or more of the following purposes:

(a) cure any ambiguity, omission, defect or inconsistency in the Indenture or in any supplemental indenture that may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture or under any supplemental indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of such Series of Securities;

(b) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by the successor corporation of the covenants, agreements and obligations of the Company pursuant to Article 9;

(c) to convey, transfer, assign, mortgage or pledge any property or assets to the Trustee as security for the Securities of one or more Series;

(d) to add guarantees with respect to the Securities of any Series or to add to the covenants of the Company such further covenants, restrictions, conditions or provisions for the protection of the Holders of Securities of any Series and, if such additional covenants are to be for the benefit of less than all the Series of Securities, stating that such covenants are being added solely for the benefit of such Series, or to release any guarantee where such release is permitted by the applicable supplemental indenture;

(e) to establish the form or terms of Securities of any Series as permitted by Sections 2.01 and 2.03;

(f) to make any changes to comply with the Trust Indenture Act, or any amendment thereto, or to comply with any requirement of the Commission in connection with the qualification of the Indenture under the Trust Indenture Act; or

(g) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more Series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 6.08.

The Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations that may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but the Trustee shall not be obligated to enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 8.01 may be executed without the consent of the Holders of any of the Securities at the time Outstanding, notwithstanding any of the provisions of Section 8.02.

SECTION 8.02. *Supplemental Indentures with Consent of Holders.* Except as otherwise specified as contemplated by Section 2.03 for the Securities of any Series, with the consent (evidenced as provided in Article 7) of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of each Series affected by such supplemental indenture, the Company (when authorized by a resolution of its Board of Directors) and the Trustee for such Series of Securities, from time to time and at any time, may enter into an indenture or indentures supplemental hereto, which shall conform to the provisions of the Trust Indenture Act as in force at the date of execution thereof, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Securities of each such Series. Except as otherwise specified as contemplated by Section 2.03 for the Securities of any Series, no such supplemental indenture, however, shall, without the consent of each affected Holder of Securities of such Series:

(a) change the stated maturity date of any Security, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption or repurchase thereof, change the time at which the Securities of any Series may be redeemed, or impair or affect the right of any Holder receive payment of principal of, and interest on, any Security or to institute suit for payment thereof or, if the Securities provide therefor, affect any right of repayment at the option of the Holder; or

(b) change the provisions of the Indenture that relate to modifying or amending the provisions of the Indenture described above.

This Indenture may not be amended to alter the subordination of any of the Outstanding Securities of any Series without the written consent of each holder of Senior Indebtedness then outstanding that would be adversely affected thereby, such written consent to be accompanied by an Opinion of Counsel or Officers' Certificate to such effect.

Upon the request of the Company, accompanied by a copy of a resolution of the Board of Directors certified by the secretary or an assistant secretary of the Company authorizing the execution of any such supplemental indenture, and upon the filing with the Trustee for such Series of Securities of evidence of the consent of the Holders as aforesaid and other documents, if any, required by Section 7.01, the Trustee for such Series of Securities shall join with the Company in the execution of such supplemental indenture. If such supplemental indenture affects such Trustee's own rights, duties or immunities under this Indenture or otherwise, such Trustee in its discretion may, but shall not be obligated to, enter into such supplemental indenture.

It shall not be necessary for the consent of the Holders under this Section 8.02 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of this Section 8.02, the Company shall give notice in the manner and to the extent provided in Section 13.04 to the Holders of Securities of each Series affected thereby at their addresses as they shall appear on the Security register, setting forth in general terms the substance of such supplemental indenture. Any failure of the Company to mail such notice, or any defect therein, shall not in any way impair or affect the validity of any such supplemental indenture.

SECTION 8.03. *Effect of Supplemental Indenture.* Upon the execution of any supplemental indenture pursuant to the provisions hereof, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the Holders of Securities of each Series affected thereby shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 8.04. *Documents to Be Given to Trustee.* The Trustee, subject to the provisions of Sections 6.01 and 6.02, shall be provided with an Officers' Certificate and an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture as conclusive evidence that any supplemental indenture executed pursuant to this Article 8 complies with the applicable provisions of this Indenture.

SECTION 8.05. *Notation on Securities in Respect of Supplemental Indentures.* Securities of any Series authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article 8 may bear, upon the direction of the Company, a notation in form satisfactory to the Trustee for the Securities of such Series as to any matter provided for by such supplemental indenture. If the Company shall so determine, new Securities of any Series so modified as to conform, in the opinion of the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may be prepared by the Company, authenticated by the Trustee and delivered in exchange for the Outstanding Securities of such Series.

ARTICLE 9
CONSOLIDATION, MERGER, SALE OR CONVEYANCE

SECTION 9.01. *Company May Consolidate, Etc. on Certain Terms.* Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, the Company may consolidate with or amalgamate or merge with or into, or sell, convey or lease all or substantially all of its assets to, any other company; provided that in any such case:

(a) either the Company shall be the continuing company, or the successor company shall be organized and existing under the laws of the United States, any state thereof, a member state of the European Union or any political subdivision thereof and shall expressly assume the due and punctual payment of the principal of and interest on all the Securities, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or observed by the Company, and

(b) such continuing or successor company, as the case may be, shall not be in material default immediately after such amalgamation, merger, consolidation, sale, conveyance or lease in the performance or observance of any such covenant or condition.

SECTION 9.02. *Successor Corporation Substituted.* In case of any such amalgamation, merger, consolidation, sale, lease or conveyance, and following such an assumption by the successor corporation, such successor corporation shall succeed to and be substituted for the Company, with the same effect as if it had been named herein. Such successor corporation may cause to be signed, and may issue either in its own name or in the name of the Company prior to such succession, any or all of the Securities issuable hereunder that shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor corporation instead of the Company and subject to all the terms, conditions and limitations in this Indenture, the Trustee shall authenticate and shall make available for delivery any Securities that shall have been signed and delivered by the officers of the Company to the Trustee for authentication, and any Securities which such successor corporation thereafter shall cause to be signed and delivered

to the Trustee for that purpose. All of the Securities so issued shall in all respects have the same legal rank and benefit under this Indenture as the Securities theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Securities had been issued at the date of the execution hereof.

In case of any such amalgamation, merger, consolidation, sale, lease or conveyance such changes in phraseology and form (but not in substance) may be made in the Securities thereafter to be issued as may be appropriate.

In the event of any such sale or conveyance the Company (or any successor corporation which shall theretofore have become such in the manner described in this Article 9) shall be discharged from all obligations and covenants under this Indenture and the Securities and may be liquidated and dissolved.

The provisions of this Section 9.02 shall apply except as otherwise specified as contemplated by Section 2.03 for the Securities of any Series.

SECTION 9.03. *Opinion of Counsel to Trustee.* The Trustee, subject to the provisions of Sections 6.01 and 6.02, shall receive an Opinion of Counsel, prepared in accordance with Section 13.06, as conclusive evidence that any such consolidation, amalgamation, merger, sale, lease or conveyance, and any such assumption complies with the applicable provisions of this Indenture.

ARTICLE 10
SATISFACTION AND DISCHARGE OF INDENTURE; DEFEASANCE; UNCLAIMED FUNDS

SECTION 10.01. *Satisfaction and Discharge of Indenture; Defeasance*. Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series:

(a) When (i) all Outstanding Securities of a Series (other than Securities of such Series replaced or paid pursuant to Section 2.08) have been canceled or delivered to the Trustee for cancellation or (ii) all Outstanding Securities of such Series have become due and payable, whether at maturity or as a result of the mailing of a notice of redemption in connection with a redemption of a Series of Securities, or will become due and payable within one year, and the Company irrevocably deposits with the Trustee funds in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the written opinion of a nationally recognized firm of independent public accountants delivered to the Trustee (which opinion shall only be required to be delivered if U.S. Government Obligations have been so deposited), to pay the principal of and interest and on the outstanding Securities when due at maturity or upon redemption of, including interest thereon to maturity or such redemption date (other than Securities of such Series replaced or paid pursuant to Section 2.08), and if in either case the Company pays all other sums payable hereunder by the Company, then this Indenture shall, subject to Section 10.01(c), cease to be of further effect. The Trustee shall acknowledge satisfaction and discharge of this

Indenture on demand of the Company accompanied by an Officers' Certificate and an Opinion of Counsel and at the cost and expense of the Company.

(b) Subject to Sections 10.01(c) and 10.02, the Company at any time may terminate (i) all of its obligations under the Securities of such Series and this Indenture ("**legal defeasance option**") or (ii) its obligations under Article 3 of this Indenture and Section 4.03 ("**covenant defeasance option"**). The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option for such Series.

If the Company exercises its legal defeasance option with respect to Securities of a Series, payment of the Securities of such Series may not be accelerated because of an Event of Default.

Upon satisfaction of the conditions set forth herein and upon request of the Company, the Trustee shall acknowledge in writing the discharge of those obligations that the Company terminates.

(c) Notwithstanding clauses (a) and (b) above, the Company's obligations in Sections 2.08, 2.10 and 6.07, and in this Article 10 shall survive until the Securities of such Series have been paid in full. Thereafter, the Company's obligations in Sections 6.07 and 10.05 and the Trustee's obligations under Section 10.04 shall survive such satisfaction and discharge.

SECTION 10.02 *Conditions to Defeasance*. Unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, the Company may exercise its legal defeasance option or its covenant defeasance option only if:

(a) the Company irrevocably deposits in trust with the Trustee money in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, to pay the principal of, and premium (if any) and interest on the Securities of such Series when due at maturity or redemption, as the case may be, including interest thereon to maturity or such redemption date;

(b) in the case of the legal defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (i) the Company has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of this Indenture there has been a change in the applicable Federal Income Tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of such Series will not recognize income, gain or loss for Federal Income Tax purposes as a result of such deposit and defeasance and will be subject to Federal Income Tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred; and

(c) in the case of the covenant defeasance option, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Series will not recognize income, gain or loss for Federal Income Tax purposes as a result

of such deposit and defeasance and will be subject to Federal Income Tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred.

SECTION 10.03 *Application of Trust Funds*. The Trustee shall hold in trust funds or U.S. Government Obligations deposited with it pursuant to this Article 10. It shall apply the deposited funds and the proceeds from U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal of and interest on the Securities of such Series.

SECTION 10.04 *Repayment to Company*. The Trustee and the Paying Agent shall promptly turn over to the Company upon request any funds or U.S. Government Obligations held by it as provided in this Article 10 which, in the written opinion of nationally recognized firm of independent public accountants delivered to the Trustee (which opinion shall only be required to be delivered if U.S. Government Obligations have been so deposited), are in excess of the amount thereof which would then be required to be deposited to effect an equivalent discharge or defeasance in accordance with this Article 10.

Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon written request any funds held by them for the payment of principal or interest or that remains unclaimed for two years, and, thereafter, Holders entitled to the funds must look to the Company for payment as general creditors, and the Trustee and the Paying Agent shall have no further liability with respect to such funds.

SECTION 10.05 *Indemnity for Government Obligations*. The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against deposited U.S. Government Obligations or the principal and interest received on such U.S. Government Obligations.

SECTION 10.06 *Reinstatement*. If the Trustee or Paying Agent is unable to apply any funds or U.S. Government Obligations in accordance with this Article 10 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and the Securities of such Series shall be revived and reinstated as though no deposit had occurred pursuant to this Article 10 until such time as the Trustee or Paying Agent is permitted to apply all such funds or U.S. Government Obligations in accordance with this Article 10; provided, however, that, if the Company has made any payment of principal of or interest on, any Securities of such Series because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive such payment from the funds or U.S. Government Obligations held by the Trustee or Paying Agent.

This Section 10.06 shall not apply to any Series unless specified as contemplated by Section 2.03 for the Securities of such Series.

ARTICLE 11
REDEMPTION OF SECURITIES AND SINKING FUNDS

SECTION 11.01. *Applicability of Article.* The provisions of this Article 11 shall be applicable to the Securities of any Series which are redeemable before their maturity or to any sinking fund for the retirement of Securities of a Series except as otherwise specified as contemplated by Section 2.03 for Securities of such Series.

SECTION 11.02. *Notice of Redemption; Partial Redemptions.* Notice of redemption to the Holders of Securities of any Series required to be redeemed or to be redeemed as a whole or in part at the option of the Company shall be given by giving notice of such redemption as provided in Section 13.04, at least 30 days and not more than 60 days prior to the date fixed for redemption to such Holders of Securities of such Series. Failure to give notice by mail, or any defect in the notice to the Holder of any Security of a Series designated for redemption as a whole or in part, shall not affect the validity of the proceedings for the redemption of any other Security of such Series.

The notice of redemption to each such Holder shall specify the date fixed for redemption, the CUSIP number or numbers for such Securities, the redemption price, the Place of Payment or Places of Payment, that payment will be made upon presentation and surrender of such Securities, that such redemption is pursuant to the mandatory or optional sinking fund, or both, if such be the case, that interest accrued to the date fixed for redemption will be paid as specified in such notice, that on and after said date interest thereon or on the portions thereof to be redeemed will cease to accrue and, if applicable, that a Holder of Securities who desires to convert Securities for redemption must satisfy the requirements for conversion contained in such Securities, the then existing conversion price or rate and the date and time when the option to convert shall expire. If less than all of the Securities of any Series are to be redeemed, the notice of redemption shall specify the numbers of the Securities of such Series to be redeemed. In case any Security of a Series is to be redeemed in part, the notice of redemption shall state the portion of the principal amount thereof to be redeemed and shall state that on and after the date fixed for redemption, upon surrender of such Security, a new Security or Securities of such Series in principal amount equal to the unredeemed portion thereof will be issued.

The notice of redemption of Securities of any Series to be redeemed at the option of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company. If such notice is to be given by the Trustee, the Company shall provide notice of such redemption to the Trustee at least 45 days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Trustee). If such notice is given by the Company, the Company shall provide a copy of such notice given to the Holders of such redemption to the Trustee at least three Business Days prior to the date such notice is given to such Holders, but in any event at least 15 days prior to the date fixed for redemption (unless a shorter notice shall be satisfactory to the Trustee).

Unless otherwise specified pursuant to Section 2.03, not later than 10:00 a.m. Eastern time on the redemption date specified in the notice of redemption given as provided in this Section 11.02, the Company will have on deposit with the Trustee or with one or more Paying Agents (or, if the Company is acting as its own Paying Agent, set aside, segregate and hold in

trust as provided in Section 3.03) funds available on such date (or other forms of property, if permitted by the terms of the Securities of such Series) sufficient to redeem on the redemption date all the Securities of such Series so called for redemption at the appropriate redemption price, together with accrued interest to the date fixed for redemption. If less than all the Outstanding Securities of a Series are to be redeemed, the Company will deliver to the Trustee at least 45 days prior to the date fixed for redemption an Officers' Certificate stating the aggregate principal amount of Securities to be redeemed (unless a shorter notice shall be satisfactory to the Trustee).

If less than all the Securities of a Series are to be redeemed, the Trustee shall select Securities of such Series to be redeemed on a pro rata basis, by lot or by such other method as the Trustee shall deem to be fair and appropriate, and the Trustee shall promptly notify the Company in writing of the Securities of such Series selected for redemption and, in the case of any Securities of such Series selected for partial redemption, the principal amount thereof to be redeemed. However, if less than all the Securities of any Series with differing issue dates, interest rates and stated maturities are to be redeemed, the Company in its sole discretion shall select the particular securities to be redeemed and shall notify the Trustee in writing thereof at least 45 days prior to the relevant redemption date (unless a shorter notice shall be satisfactory to the Trustee). Securities may be redeemed in part in multiples equal to the minimum authorized denomination for Securities of such Series or any multiple thereof. For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities of any Series shall relate, in the case of any Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Security which has been or is to be redeemed.

This Section 11.02 shall apply unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series.

SECTION 11.03. *Payment of Securities Called for Redemption.* If notice of redemption has been given as above provided, the Securities or portions of Securities specified in such notice shall become due and payable on the date and at the place stated in such notice at the applicable redemption price, together with interest accrued to the date fixed for redemption, and on and after said date (unless the Company shall default in the payment of such Securities at the redemption price, together with interest accrued to said date) interest on the Securities or portions of Securities so called for redemption shall cease to accrue. Except as provided in Sections 6.01 and 10.04, such Securities shall cease from and after the date fixed for redemption to be entitled to any benefit or security under this Indenture, and the Holders thereof shall have no right in respect of such Securities except the right to receive the redemption price thereof and unpaid interest to the date fixed for redemption. On presentation and surrender of such Securities at a Place of Payment specified in said notice, said Securities or the specified portions thereof shall be paid and redeemed by the Company at the applicable redemption price, together with interest accrued thereon to the date fixed for redemption. If for any Securities the date fixed for redemption is a regular interest payment date, payment of interest becoming due on such date shall be payable to the Holders of such Securities registered as such on the relevant record date subject to the terms and provisions of Section 2.07.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the date fixed for redemption at the rate of interest borne by the Security.

Upon presentation of any Security redeemed in part only, the Company shall execute and the Trustee shall authenticate and make available for delivery to or on the order of the Holder thereof, at the expense of the Company, a new Security or Securities, of authorized denominations, in principal amount equal to the unredeemed portion of the Security so presented.

This Section 11.03 shall apply unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series.

SECTION 11.04. *Exclusion of Certain Securities from Eligibility for Selection for Redemption.* Securities shall be excluded from eligibility for selection for redemption if they are identified by registration and certificate number in a written statement signed by an authorized officer of the Company and delivered to the Trustee at least 30 days prior to the last date on which notice of redemption may be given as being owned of record and beneficially by, and not pledged or hypothecated by, either (a) the Company or (b) an entity specifically identified in such written statement as directly or indirectly controlling or controlled by or under direct or indirect common control with the Company.

SECTION 11.05. *Repayment at the Option of the Holders.* Securities of any Series that are repayable at the option of the Holders before their stated maturity shall be repaid in accordance with the terms of the Securities of such Series.

The repayment of any principal amount of Securities pursuant to such option of the Holder to require repayment of Securities before their stated maturity, for purposes of Section 10.01, shall not operate as a payment, redemption or satisfaction of the indebtedness represented by such Securities unless and until the Company, at its option, shall deliver or surrender the same to the Trustee with a direction that such Securities be cancelled.

ARTICLE 12
CONVERSION OF SECURITIES

SECTION 12.01. *Applicability of Article.* Securities of any Series that are convertible into Common Shares at the option of the Holder of such Securities shall be convertible in accordance with their terms and, unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series, in accordance with this Article 12. Each reference in this Article 12 to "a Security" or "the Securities" refers to the Securities of the particular Series that is convertible into Common Shares. If more than one Series of Securities with conversion privileges are Outstanding at any time, the provisions of this Article 12 shall be applied separately to each such Series.

SECTION 12.02. *Right of Holders to Convert Securities into Common Shares.* Subject to the provisions of this Article 12, at the option of the Holder thereof, any Security of any Series that is convertible into Common Shares, or any portion of the principal amount thereof which is $1,000 or any integral multiple of $1,000, may be converted into duly authorized, validly issued,

fully paid and nonassessable Common Shares at any time during the period specified in the Securities of such Series, at the conversion price or conversion rate for each $1,000 principal amount of Securities then in effect upon (a) in the case of any Security held in global form, surrender of the Security or Securities to the Company, at the account specified by the Trustee, and compliance with the procedures of the depositary in effect at that time and (b) in the case of certificated Securities, surrender of the Security or Securities to the Company, duly endorsed to the Company or in blank, at any time during usual business hours at the office or agency to be maintained by it in accordance with the provisions of Section 3.02, and in either case accompanied by a written notice of election to convert as provided in Section 12.03.

If the Holder requests that the Common Shares be registered in a name other than that of the Holder, such notice also shall be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and/or the Trustee, as applicable, duly executed by the Holder thereof or his attorney duly authorized in writing. All Securities surrendered for conversion shall, if surrendered to the Company or any conversion agent, be delivered to the Trustee for cancellation and cancelled by it, or shall, if surrendered to the Trustee, be cancelled by it, as provided in Section 2.11.

The initial conversion price or conversion rate in respect of a Series of Securities shall be as specified in the Securities of such Series. The conversion price or conversion rate will be subject to adjustment on the terms set forth in Section 12.05 or such other or different terms, if any, as may be specified by Section 2.03 for Securities of such Series. Provisions of this Indenture that apply to conversion of all of a Security also apply to conversion of any portion of such Security.

SECTION 12.03. *Issuance of Common Shares on Conversions.* As promptly as practicable after the surrender of any Security or Securities for conversion into Common Shares, the Company shall issue to or upon the written order of the Holder of the Security or Securities so surrendered the number of duly authorized, validly issued, fully paid and nonassessable Common Shares into which such Security or Securities may be converted in accordance with the terms thereof and the provisions of this Article 12. Prior to issuance of such Common Shares, the Company shall require written notice at its said office or agency from the Holder of the Security or Securities so surrendered stating that the Holder irrevocably elects to convert such Security or Securities, or, if less than the entire principal amount thereof is to be converted, stating the portion thereof to be converted. Such notice shall also state the name or names (with address and social security or other taxpayer identification number) in which said common shares are to be issued. Such conversion shall be made at the time that such Security or Securities shall be surrendered for conversion and such notice shall be received by the Company or the Trustee and such conversion shall be at the conversion price in effect at such time. The rights of the Holder of such Security or Securities as a Holder shall cease at such time, and the Person or Persons entitled to receive the Common Shares upon conversion of such Security or Securities shall be treated for all purposes as having become either record holder or holders of such Common Shares at such time. In the case of any Security of any Series that is converted in part only, upon such conversion the Company shall execute and, upon the Company's request and at the Company's expense, the Trustee or an authenticating agent shall authenticate and deliver to the Holder thereof, as requested by such Holder, a new Security or Securities of such

Series of authorized denominations in aggregate principal amount equal to the unconverted portion of such Security.

If the last day on which such Security may be converted is not a Business Day in a place where the conversion agent for that Security is located, such Security may be surrendered to that conversion agent on the next succeeding day that is a Business Day.

The Company shall not be required to issue certificates for Common Shares upon conversion while its stockholder list is closed for a meeting of shareholders or for the payment of dividends or for any other purpose, but Common Shares shall be issued as soon as the stockholder list shall again be opened.

SECTION 12.04. *No Payment or Adjustment for Interest or Dividends.* Unless otherwise specified as contemplated by Section 2.03 for Securities of such Series, Securities surrendered for conversion into Common Shares during the period from the close of business on any regular record date or special record date next preceding any interest payment date to the opening of business on such interest payment date (except Securities called for redemption on a redemption date within such period) when surrendered for conversion must be accompanied by payment (by certified or official bank check to the order of the Company payable in clearing house funds at the location where the Securities are surrendered) of an amount equal to the interest thereon which the Holder is entitled to receive on such interest payment date. Payment of interest shall be made, on such interest payment date or such other payment date (as set forth in Section 2.07), as the case may be, to the Holder of the Securities as of such regular record date or special record date, as applicable. Except where Securities surrendered for conversion must be accompanied by payment as described above, no interest on converted Securities will be payable by the Company on any interest payment date subsequent to the date of conversion. No other payment or adjustment for interest or dividends is to be made upon conversion. Notwithstanding the foregoing, upon conversion of any Original Issue Discount Security, the fixed number of Common Shares into which such Security is convertible delivered by the Company to the Holder thereof shall be applied, first, to the portion attributable to the accrued original issue discount relating to the period from the date of issuance to the date of conversion of such Security, and, second, to the portion attributable to the balance of the principal amount of such Security.

SECTION 12.05. *Adjustment of Conversion Price.* Unless otherwise specified as contemplated by Section 2.03 for Securities of such Series, the conversion price for Securities convertible into Common Shares shall be adjusted from time to time as follows:

(a) If the Company shall (x) pay a dividend or make a distribution on Common Shares in Common Shares, (y) subdivide the issued and outstanding Common Shares into a greater number of shares or (z) consolidate the issued and outstanding Common Shares into a smaller number of shares, the conversion price for the Securities of such Series shall be adjusted so that the Holder of any such Security thereafter surrendered for conversion shall be entitled to receive the number of Common Shares that such Holder would have owned or have been entitled to receive after the happening of any of the events described above had such Security been converted immediately prior to the record date in the case of a dividend or the effective date in the case of subdivision

or consolidation. An adjustment made pursuant to this Section 12.05(a) shall become effective immediately after the record date in the case of a dividend, except as provided in Section 12.05(h), and shall become effective immediately after the effective date in the case of a subdivision or consolidation.

(b) If the Company shall issue rights or warrants to all holders of Common Shares entitling them (for a period expiring within 45 days after the record date mentioned below) to subscribe for or purchase Common Shares at a price per share less than the current market price per share of Common Shares (as defined for purposes of this Section 12.05(b) in Section 12.05(e)), at the record date for the determination of shareholders entitled to receive such rights or warrants, the conversion price in effect immediately prior thereto shall be adjusted so that the same shall equal the price determined by multiplying the conversion price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of Common Shares outstanding on such record date plus the number of Common Shares which the aggregate offering price of the total number of Common Shares so offered would purchase at such current market price, and the denominator of which shall be the number of Common Shares outstanding on such record date plus the number of additional Common Shares receivable upon exercise of such rights or warrants. Such adjustment shall be made successively whenever any such rights or warrants are issued, and shall become effective immediately, except as provided in Section 12.05(h), after such record date. In determining whether any rights or warrants entitle the Holders of the Securities of such Series to subscribe for or purchase Common Shares at less than such current market price, and in determining the aggregate offering price of such Common Shares, there shall be taken into account any consideration received by the Company for such rights or warrants plus the exercise price thereof, the value of such consideration or exercise price, as the case may be, if other than cash, to be determined by the Board of Directors.

(c) If the Company shall distribute to all holders of Common Shares any shares of Capital Stock of the Company (other than Common Shares) or evidences of its indebtedness or assets (excluding cash dividends or distributions paid from retained earnings of the Company) or rights or warrants to subscribe for or purchase any of its securities (excluding those rights or warrants referred to in Section 12.05(b)) (any of the foregoing being herein in this Section 12.05(c) called the "**Special Securities**"), the conversion price shall be adjusted as provided in the next sentence unless the Company elects to reserve such Special Securities for distribution to the Holders of Securities of such Series upon the conversion so that any such Holder converting such Securities will receive upon such conversion, in addition to the Common Shares to which such Holder is entitled, the amount and kind of Special Securities which such Holder would have received if such Holder had, immediately prior to the record date for the distribution of the Special Securities, converted Securities into Common Shares. The conversion price, as adjusted, shall equal the price determined by multiplying the conversion price in effect immediately prior to such record date by a fraction the numerator of which shall be the current market price per share (as defined for purposes of this Section 12.05(c) in Section 12.05 (e)) of Common Shares on the record date mentioned above less the then fair market value (as determined by the Board of Directors, whose determination shall, if made in good faith, be conclusive) of the portion of the Special Securities so distributed

applicable to one Common Share, and the denominator of which shall be the current market price per Common Shares. In the event the then fair market value (as so determined) of the portion of the Special Securities so distributed applicable to one Common Share is equal to or greater than the current market price per Common Share on the record date mentioned above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Holder of Securities of such Series shall have the right to receive the amount and kind of Special Securities such holder would have received had he converted such Securities immediately prior to the record date for the distribution of the Special Securities. Such adjustment shall become effective immediately, except as provided in Section 12.05(h), after the record date for the determination of shareholders entitled to receive such distribution.

(d) If, pursuant to Section 12.05(b) or 12.05(c), the conversion price shall have been adjusted because the Company has declared a dividend, or made a distribution, on the issued and outstanding Common Shares in the form of any right or warrant to purchase securities of the Company, or the Company has issued any such right or warrant, then, upon the expiration of any such unexercised right or unexercised warrant, the conversion price shall forthwith be adjusted to equal the conversion price that would have applied had such right or warrant never been declared, distributed or issued.

(e) For the purpose of any computation under Section 12.05(b), the current market price per Common Share on any date shall be deemed to be the average of the reported last sales prices for the 30 consecutive Trading Days (as defined below) commencing 45 Trading Days before the date in question. For the purpose of any computation under Section 12.05(c), the current market price per Common Share on any date shall be deemed to be the average of the reported last sales prices for the ten consecutive Trading Days before the date in question. The reported last sales price for each day (whether for purposes of Section 12.05(b), 12.05(c) or 12.06) shall be the reported last sales price, regular way, or, in case no sale takes place on such day, the average of the reported closing bid and asked prices, regular way, in either case as reported on the New York Stock Exchange Composite Tape or, if the Common Shares are not listed or admitted to trading on the New York Stock Exchange, on the principal national securities exchange on which the Common Shares are listed or admitted to trading or, if not listed or admitted to trading on any national securities exchange, on the Nasdaq Global Market or the Nasdaq Global Select Market (collectively, the "**Nasdaq Market**") or, if the Common Shares are not quoted on the Nasdaq Market, the average of the closing bid and asked prices on such day in the over-the-counter market as furnished by any New York Stock Exchange member firm regularly making a market in the Common Shares selected for such purpose by the Board of Directors or, if no such quotations are available, the fair market value of the Common Shares as determined by a New York Stock Exchange member firm regularly making a market in the Common Shares selected for such purpose by the Board of Directors. As used herein, the term "**Trading Day**" with respect to the Common Shares means (x) if the Common Shares are listed or admitted for trading on the New York Stock Exchange or another national securities exchange, a day on which the New York Stock Exchange or such other national securities exchange is open for business, (y) if the Common Shares are quoted on the Nasdaq Market, a day on which trades may be made on the Nasdaq Market or

(z) otherwise, any day other than a Saturday or Sunday or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

(f) No adjustment in the conversion price shall be required unless such adjustment would require an increase or decrease of at least 1% in such price. Any adjustments that by reason of this Section 12.05(f) are not required to be made, however, shall be carried forward and taken into account in any subsequent adjustment. Any adjustment required to be made in accordance with the provisions of this Article 12 shall be made not later than such time as may be required in order to preserve the tax free nature of a distribution to the holders of Common Shares. All calculations under this Article 12 shall be made by the Company and shall be to the nearest cent or to the nearest one-one hundredth of a share, as the case may be, with one-half cent and one-two hundredth of a share, respectively, being rounded upward. The Company shall be entitled to make such reductions in the conversion price, in addition to those required by this Section 12.05, as it in its discretion shall determine to be advisable in order that any share dividend or bonus issue, subdivision of shares, distribution of rights or warrants to purchase shares or securities or distribution of other assets (other than cash dividends) made by the Company to its shareholders shall not be taxable.

(g) Whenever the conversion price is adjusted, the Company shall file with the Trustee, at the Corporate Trust Office of the Trustee, and with the office or agency maintained by the Company for the conversion of Securities of such Series pursuant to Section 3.02, an Officers' Certificate, setting forth the conversion price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment. Neither the Trustee nor any conversion agent shall be under any duty or responsibility with respect to any such certificate or any facts or computations set forth therein, except to exhibit said certificate from time to time to any Holder of a Security of such Series desiring to inspect the same. The Company shall promptly cause a notice setting forth the adjusted conversion price to be mailed to the Holders of Securities of such Series, as their names and addresses appear upon the Security register.

(h) In any case in which this Section 12.05 provides that an adjustment shall become effective immediately after a record date for an event, the Company may defer until the occurrence of such event (y) issuing to the Holder of any Security of such Series converted after such record date and before the occurrence of such event the additional Common Shares issuable upon such conversion by reason of the adjustment required by such event over and above the Common Shares issuable upon such conversion before giving effect to such adjustment and (z) paying to such holder any amount in cash in lieu of any fractional Common Shares pursuant to Section 12.06.

SECTION 12.06. *No Fractional Shares to Be Issued.* No fractional Common Shares shall be issued upon any conversion of Securities. If more than one Security of any Series shall be surrendered for conversion at one time by the same Holder, the number of full Common Shares which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Securities of such Series (or specified portions thereof to the

extent permitted hereby) so surrendered. Instead of a fraction of a Common Share which would otherwise be issuable upon conversion of any Security or Securities (or specified portions thereof), the Company shall pay a cash adjustment (computed to the nearest cent, with one-half cent being rounded upward) in respect of such fraction of a share in an amount equal to the same fractional interest of the reported last sales price of the Common Shares on the Trading Day next preceding the day of conversion.

SECTION 12.07. *Notice to Holders of the Securities of a Series Prior to Taking Certain Types of Action.* With respect to the Securities of any Series, in case:

(a) the Company shall authorize the issuance to all holders of Common Shares of rights or warrants to subscribe for or purchase shares or any other right;

(b) the Company shall authorize the distribution to all holders of Common Shares of evidences of indebtedness or assets (except for cash dividends or distributions paid from retained earnings of the Company);

(c) of any subdivision or consolidation of Common Shares or of any amalgamation, consolidation or merger to which the Company is a party and for which approval by the shareholders of the Company is required, or of the sale or transfer of all or substantially all of the assets of the Company; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Company;

the Company shall cause to be filed with the Trustee and at the office or agency maintained for the purpose of conversion of Securities of such Series pursuant to Section 3.02, and shall cause to be mailed to the Holders of Securities of such Series at their last addresses as they shall appear on the Security register, at least ten days prior to the applicable record date hereinafter specified, a notice stating (i) the date as of which the holders of Common Shares to be entitled to receive any such rights, warrants or distribution are to be determined, or (ii) the date on which any such share subdivision or consolidation, amalgamation, merger, sale, transfer, dissolution, liquidation, winding up or other action is expected to become effective, and the date as of which it is expected that holders of record of Common Shares shall be entitled to exchange their Common Shares for securities or other property, if any, deliverable upon such share subdivision or consolidation, amalgamation, merger, sale, transfer, dissolution, liquidation, winding up or other action. The failure to give the notice required by this Section 12.07 or any defect therein shall not affect the legality or validity of any distribution, right, warrant, share subdivision or consolidation, amalgamation, merger, sale, transfer, dissolution, liquidation, winding up or other action, or the vote upon any of the foregoing.

SECTION 12.08. *Covenant to Reserve Shares for Issuance on Conversion of Securities.* The Company at all times will reserve and keep available out of each class of its authorized Common Shares, free from preemptive rights, solely for the purpose of issue upon conversion of Securities of any Series as herein provided, such number of Common Shares as shall then be issuable upon the conversion of all Outstanding Securities of such Series. All Common Shares which shall be so issuable, when issued or delivered, shall be duly and validly

issued Common Shares into which Securities of such Series are convertible, and shall be fully paid and nonassessable, free of all liens and charges and not subject to preemptive rights.

SECTION 12.09. *Compliance with Governmental Requirements.* If any Common Shares required to be reserved for purposes of conversion of Securities hereunder require registration or listing with or approval of any governmental authority under any Federal or State law, pursuant to the Securities Act or the Securities Exchange Act or any national or regional securities exchange on which the Common Shares are listed at the time of delivery of any Common Shares, the Company will use its best efforts to cause such shares to be duly registered, listed or approved, as the case may be, before such shares may be issued upon conversion.

SECTION 12.10. *Payment of Taxes upon Certificates for Shares Issued upon Conversion.* The issuance of certificates for Common Shares upon the conversion of Securities shall be made without charge to the converting Holders for any tax (including documentary and stamp taxes) in respect of the issuance and delivery of such certificates, and such certificates shall be issued in the respective names of, or in such names as may be directed by, the Holders of the Securities converted. The Company, however, shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the Holder of the Security converted, and the Company shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

SECTION 12.11. *Trustee's Duties with Respect to Conversion Provisions.* The Trustee and any conversion agent shall have no duty to any Holder to determine whether any facts exist that may require any adjustment of the conversion rate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, in making the same. Neither the Trustee nor any conversion agent shall be accountable with respect to the registration under securities laws, listing, validity or value (or the kind or amount) of any Common Shares, or of any other securities or property, that at any time may be issued or delivered upon the conversion of any Security, and neither the Trustee nor any conversion agent makes any representation with respect thereto. Neither the Trustee nor any conversion agent shall be responsible for any failure of the Company to make any payment or to issue, transfer or deliver any Common Shares or stock certificates or other securities or property upon the surrender of any Security for the purpose of conversion. The Trustee and any conversion agent, subject to the provisions of Section 313 of the Trust Indenture Act, shall not be responsible for any failure of the Company to comply with any of the covenants contained in this Article 12.

SECTION 12.12. *Trustee Under No Duty to Monitor Stock Price or Calculations*. In no event shall the Trustee or conversion agent be responsible for monitoring the price of the Company's common stock, or performing any calculations under this Article 12, such activities being the responsibility of the Company.

SECTION 12.13. *Conversion Arrangement on Call for Redemption.* In connection with any redemption of Securities, the Company may arrange for the purchase and conversion of any Securities called for redemption by an agreement with one or more investment bankers or other purchasers to purchase such Securities by paying to the Trustee or the Paying Agent in trust for

the Holders of Securities, one Business Day prior to the redemption date, an amount not less than the redemption price, together with interest, if any, accrued to the redemption date of such Securities, in immediately available funds. Notwithstanding anything to the contrary contained in this Article 12, the obligation of the Company to pay the redemption price of such Securities, including all accrued interest, if any, shall be deemed to be satisfied and discharged to the extent such amount is so paid by such purchasers. If such an agreement is entered into, any Securities not duly surrendered for conversion by the Holders thereof, at the option of the Company, may be deemed, to the fullest extent permitted by law, acquired by such purchasers from such Holders and surrendered by such purchasers for conversion, all as of immediately prior to the close of business on the last day on which such Securities called for redemption may be converted in accordance with this Indenture and the terms of such Securities, subject to payment to the Trustee or Paying Agent of the above-described amount. The Trustee or the Paying Agent shall hold and pay to the Holders whose Securities are selected for redemption any such amount paid to it in the same manner as it would pay funds deposited with it by the Company for the redemption of Securities. Without the Trustee's and the Paying Agent's prior written consent, no arrangement between the Company and such purchasers for the purchase and conversion of any Securities shall increase or otherwise affect any of the powers, duties, responsibilities or obligations of the Trustee and the Paying Agent as set forth in this Indenture. The Company agrees to indemnify the Trustee and the Paying Agent from, and hold them harmless against, any loss, liability or expense arising out of or in connection with any such arrangement for the purchase and conversion of any Securities between the Company and such purchasers, including the reasonable costs and expenses incurred by the Trustee and the Paying Agent in the defense of any claim or liability arising out of or in connection with the exercise or performance of any of their powers, duties, responsibilities or obligations under this Indenture.

ARTICLE 13
MISCELLANEOUS PROVISIONS

SECTION 13.01. *Incorporators, Shareholders, Officers and Directors of Company Exempt from Individual Liability.* No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Security shall be had against any incorporator as such or against any past, present or future director, office, employee, incorporator, agent or shareholder of the Company or of any successor, either directly or through the Company or any successor, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of the Securities by the Holders thereof and as part of the consideration for the issue of the Securities. This Section 13.01 shall apply unless otherwise specified as contemplated by Section 2.03 for the Securities of any Series.

SECTION 13.02. *Provisions of Indenture for the Sole Benefit of Parties and Holders.* Nothing in this Indenture or in the Securities, expressed or implied, shall give or be construed to give to any Person, firm or corporation, other than the parties hereto, any Paying Agent and their successors hereunder and the Holders of the Securities any legal or equitable right, remedy or claim under this Indenture or under any covenant or provision herein contained, all such covenants and provisions being for the sole benefit of the parties hereto and their successors and of the Holders of the Securities.

SECTION 13.03. *Successors and Assigns of Company Bound by Indenture.* All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 13.04. *Notices and Demands on Company, Trustee and Holders.* Any notice or demand that by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders of Securities to or on the Company may be given or served by being deposited postage prepaid, first-class mail (except as otherwise specifically provided herein) addressed (until another address of the Company is filed by the Company with the Trustee) to Coeur d'Alene Mines Corporation, 505 Front Avenue, P.O. Box 1, Coeur d'Alene, Idaho 83816, Attention: Chief Financial Officer. Any notice, direction, request or demand by the Company or any Holder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made at the Corporate Trust Office.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed by first-class mail, postage prepaid to such Holders as their names and addresses appear in the Security register within the time prescribed. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed to any particular Holder shall affect the sufficiency of such notice with respect to other Holders, and any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impracticable to mail notice to the Company and Holders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be reasonably acceptable to the Trustee shall be deemed to be a sufficient giving of such notice.

SECTION 13.05. *Electronic Transmission to the Trustee*. In addition to the foregoing, the Trustee agrees to accept and act upon notice, instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that (a) the party providing such written instructions, subsequent to such transmission of written instructions, shall provide the originally executed instructions or directions to the Trustee in a timely manner, and (b) such originally executed instructions or directions shall be signed by an authorized representative of the party providing such instructions or directions. If the party elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance in good faith with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction received by the Trustee following action taken pursuant to prior instruction. The party providing electronic instructions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without

limitation the risk of the Trustee acting in good faith on unauthorized instructions, and the risk of interception and misuse by third parties.

SECTION 13.06. *Officers' Certificates and Opinions of Counsel; Statements to Be Contained Therein.* Upon any application or demand by the Company to the Trustee to take any action under any of the provisions of this Indenture, the Company shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or demand as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or demand, no additional certificate or opinion need be furnished.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Any certificate, statement or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous. Any certificate, statement or opinion of counsel may be based, insofar as it relates to factual matters or information with respect to which is in the possession of the Company, upon the certificate, statement or opinion of or representations by an officer or officers of the Company, unless such counsel knows that the certificate, statement or opinion or representations with respect to the matters upon which his certificate, statement or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

Any certificate, statement or opinion of an officer of the Company or of counsel may be based, insofar as it relates to accounting matters, upon a certificate or opinion of or representations by an accountant or firm of accountants in the employ of the Company, unless such officer or counsel, as the case may be, knows that the certificate or opinion or representations with respect to the accounting matters upon which his certificate, statement or

opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should know that the same are erroneous.

SECTION 13.07. *Payments Due on Saturdays, Sundays and Holidays.* Unless otherwise specified in a Security, if the date of maturity of interest on or principal of the Securities of any Series or the date fixed for redemption, repurchase or repayment of any such Security shall not be a Business Day, payment of interest or principal need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 13.08. *Conflict of any Provision of Indenture with Trust Indenture Act.* If and to the extent that any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required by the Trust Indenture Act, such required provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be.

SECTION 13.09. *New York Law to Govern.* This Indenture and each Security will be governed by and construed in accordance with the laws of the State of New York.

SECTION 13.10. *Counterparts.* This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 13.11. *Effect of Headings; Gender.* The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof. The use of the masculine, feminine or neuter gender herein shall not limit in any way the applicability of any term or provision hereof.

SECTION 13.12. *Waiver of Jury Trial.* EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE SECURITIES OR THE TRANSACTION CONTEMPLATED HEREBY.

SECTION 13.13. *Force Majeure.* In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

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IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, as of the day and year first above written.

COEUR D'ALENE MINES CORPORATION

By: /s/ Mitchell J. Krebs
Name: Mitchell J. Krebs
Title: Senior Vice President and Chief Financial Officer

THE BANK OF NEW YORK MELLON

By: /s/ Catherine F. Donohue
Name: Catherine F. Donohue
Title: Vice President

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Exhibit 4.2

FIRST SUPPLEMENTAL INDENTURE

between

COEUR D'ALENE MINES CORPORATION, as Company

and

THE BANK OF NEW YORK MELLON, as Trustee

Dated as of February 5, 2010

Supplemental to Indenture

Dated as of February 5, 2010

Authorizing the Issuance of

Senior Term Notes due December 31, 2012

THIS FIRST SUPPLEMENTAL INDENTURE is dated as of February 5, 2010 among COEUR D'ALENE MINES CORPORATION, an Idaho corporation (the "Company"), and THE BANK OF NEW YORK MELLON, a banking corporation duly organized under the laws of the State of New York, as trustee (the "Trustee").

RECITALS

A. The Company and the Trustee executed and delivered an Indenture, dated as of February 5, 2010 (the "Base Indenture"), to provide for the issuance by the Company from time to time of debentures, notes or other evidences of indebtedness.

B. Pursuant to resolutions of the Board of Directors, the Company has authorized the issuance of $100,000,000 principal amount of Senior Term Notes due December 31, 2012(the "Notes").

C. The entry into this First Supplemental Indenture by the parties hereto is in all respects authorized by the provisions of the Base Indenture.

D. The Company desires to enter into this First Supplemental Indenture pursuant to Section 8.01 of the Base Indenture to establish the form of the Notes in accordance with Section 2.01 of the Base Indenture and to establish the terms of the Notes in accordance with Section 2.03 of the Base Indenture.

E. All things necessary to make this First Supplemental Indenture a valid indenture and agreement according to its terms have been done.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Company and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Notes as follows:

ARTICLE I.

SCOPE AND DEFINITIONS

Section 1.01 Scope of First Supplemental Indenture. Unless stated otherwise herein, this First Supplemental Indenture shall be applicable only with respect to, and govern only the terms of, the Notes, which shall be limited to $100,000,000 aggregate principal amount outstanding at any time. Unless otherwise stated herein, the changes, modifications and supplements contained herein shall not apply to any other Securities that may be issued under the Base Indenture. As the Base Indenture and this First Supplemental Indenture are intended to be read together, unless explicitly modified herein the provisions of the Base Indenture shall apply to the Notes issued under this First Supplemental Indenture and are incorporated by reference herein; *provided*, *however*, that in the event of any conflict between the terms of the Base Indenture and this First Supplemental Indenture, the terms of the First Supplemental Indenture shall prevail and control with respect to the Notes issued hereunder.

Section 1.02 Definitions. The terms defined in this Section 1.02 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this First Supplemental Indenture, and for purposes of the Base Indenture as it relates to the Notes, shall

have the respective meanings specified in this Section 1.02. Except as otherwise provided in this First Supplemental Indenture, all words, terms and phrases defined in the Base Indenture (but not otherwise defined herein) shall have the same meaning herein as in the Base Indenture. All other terms used in this First Supplemental Indenture that are defined in the Trust Indenture Act or which are by reference therein defined in the Securities Act (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the respective meanings assigned to such terms in the Trust Indenture Act and in the Securities Act as in force at the date of the execution of this First Supplemental Indenture. The words "herein", "hereof", "hereunder" and words of similar import refer to this First Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision. The terms defined in this First Supplemental Indenture include the plural as well as the singular, and the word "including" shall be deemed to mean "including without limitation." All references to a "Section", unless the context otherwise requires, refer to such parts of this First Supplemental Indenture. For the avoidance of doubt, as long as Notes are held through DTC, all references to "Holder" hereunder shall mean DTC or its nominee. Notwithstanding the foregoing sentence, nothing herein shall prevent the giving effect to any written certification, proxy or other authorization furnished by the depository or impair, as between the depository and its agent members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

"Acceleration Date" has the meaning set forth in Section 4.01.

"Additional Percentage" has the meaning set forth in Section 2.04(b).

"Base Indenture" has the meaning set forth in the recitals to this First Supplemental Indenture.

"Base Premium" means, with respect to any amount then due and payable under a Note, an amount equal to 5% of such amount.

"Beneficial Ownership Limitation" means 9.9% of the then issued and outstanding Common Shares.

"Business Day" means any day other than a Saturday, Sunday or a day on which banks in The City of New York are authorized or required by law or executive order to remain closed.

"Cash Payment Amount" has the meaning set forth in Section 2.04(a).

"Change of Control" means the occurrence of any of the following transactions or events: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any person other than the Company or a direct or indirect wholly-owned subsidiary of the Company; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person becomes the "beneficial owner" (as defined in Rules 13(d)(3) and 13(d)(5) under the Exchange Act), directly or indirectly, of more than 50% of the outstanding Common Shares or other voting stock into which the Common Shares are reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (3) the Company consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a

transaction in which any of the outstanding Common Shares or any of the outstanding common stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction (i) where the Common Shares outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, capital stock representing the majority of the total voting power of all shares of capital stock entitled to vote generally in the election of directors of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction and the proportional voting power of the holders of the Common Shares immediately after such transaction *vis-à-vis* each other with respect to the securities they receive in such transaction is in substantially the same proportions as their respective voting power *vis-à-vis* each other with respect to the Common Shares that they held immediately prior to such transaction; or (ii) that is effected solely to change the Company's jurisdiction of incorporation and results in a reclassification, conversion or exchange of outstanding Common Shares solely into shares of the common stock of the surviving entity; (4) the adoption of a plan relating to the liquidation or dissolution of the Company; or (5) during any period of 12 consecutive calendar months, commencing on the date of this First Supplemental Indenture, the ceasing of those individuals (each, a "continuing director") who (i) were members of the Board of Directors on the first day of each such period or (ii) who subsequently became members of the Board of Directors and whose election or initial nomination for election subsequent to that date was approved by a majority of the continuing directors then on the Board of Directors, to constitute a majority of the Board of Directors. The term "person," as used in this definition, means any Person and any two or more Persons as provided in Section 13(d)(3) of the Exchange Act.

"Change of Control Offer" has the meaning set forth in Section 5.01(c).

"close of business" means 5:00 p.m. (New York time).

"Closing Price" means, on any particular date, the last trading price per share of the Common Shares on such date on the principal Trading Market on which the Common Shares are then listed, or if there is no such price on such date, then the last bid price on such Trading Market on such date.

"Common Stock Transfer Agent" has the meaning set forth in Section 2.05.

"Company Installment Notice" has the meaning set forth in Section 2.04(a).

"CR Base Payment" has the meaning set forth in Section 5.01.

"CR Cash Payment Amount" has the meaning set forth in Section 5.01.

"Daily VWAP" means the daily volume-weighted average price for the Common Shares on the principal Trading Market on which the Common Shares are then listed during the period beginning at 9:30 a.m. (New York time) (or such other time as such Trading Market publicly announces is the official open of trading), and ending at 3:59 p.m. (New York time) (or one minute before such other time as such Trading Market publicly announces is the official close of trading) as reported by Bloomberg Financial Markets through its "Volume at Price" function (subject to adjustment to reflect dividends, stock splits, stock combinations or other similar transactions) of the Common Shares pursuant to an individual transaction.

"Default Interest" has the meaning set forth in Section 2.03(c).

"Delivery Failure Amount" has the meaning set forth in Section 2.05.

"Demand Date" has the meaning set forth in Section 2.03(c).

"Demand Payment Date" has the meaning set forth in Section 2.03(c).

"DTC" means The Depository Trust Company.

"DWAC" has the meaning set forth in Section 2.05.

"EC Payment" has the meaning set forth in Section 2.04(c).

"EOD Cash Payment Amount" has the meaning set forth in Section 4.01.

"EOD Base Payment" has the meaning set forth in Section 4.01.

"Equity Conditions" means each of the following: (i) on each day during the Equity Conditions Measuring Period, all Common Shares to be issued in connection with the applicable Installment Date (or such other date on or event for which the Equity Conditions are required to be satisfied) shall be eligible for resale by the Holder without restriction and without need for additional registration under any applicable federal or state securities laws; (ii) on each day during the Equity Conditions Measuring Period, the Common Shares are designated for listing on a Trading Market and shall not have been suspended from trading on such exchange or market nor shall delisting or suspension by such exchange or market have been threatened or pending in writing by such exchange nor shall there be any Commission or judicial stop trade order or trading suspension stop order; (iii) any Common Shares to be issued in connection with the applicable Installment Date (or such other date on or event for which the Equity Conditions are required to be satisfied) may be issued in full without violating Section 3.01(b) hereof or the rules or regulations of the Trading Market; (iv) on each day during the Equity Conditions Measuring Period, there shall not have occurred and be continuing, unless waived by the Trustee at the direction of the Holders of a majority in aggregate principal amount of the Notes then Outstanding, either (A) an Event of Default or (B) an event that with the passage of time or giving of notice would constitute an Event of Default; (v) on each day during the Equity Conditions Measuring Period the Company shall have no knowledge of any fact that would cause any Common Shares to be issued in connection with any Installment Date (or any other date on or event for which the Equity Conditions are required to be satisfied) not to be eligible for resale by the Holder without restriction and without the need for additional registration under any applicable federal or state securities laws; (vi) on each day during the Equity Conditions Measuring Period, the Company has not provided any Holder with any non-public information in breach of Section 3.6 of the Purchase Agreement; (vii) on each day during the Equity Conditions Measuring Period, neither the Registration Statement (as defined in the Purchase Agreement) nor the Prospectus (as defined in the Purchase Agreement) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (viii) the Company's transfer agent for the Common Shares is participating in the DTC Fast Automated Securities Transfer Program; (ix) on each day during the Equity Conditions Measuring Period, the Closing Price of the Common Shares is at least $5.00 per share (appropriately adjusted for

any stock split, stock dividend, stock combination, stock buy-back or other similar transaction); and (x) all Common Shares to be issued in connection with the applicable Installment Date (or such other date on or event for which the Equity Conditions are required to be satisfied) are duly authorized and will be validly issued, fully paid and non-assessable upon issuance and the issuance thereof will not require any further approvals of the Board of Directors or shareholders.

"Equity Conditions Measuring Period" means the period beginning ten Trading Days prior to the applicable Installment Date (or such other date on or event for which the Equity Conditions are required to be satisfied) and ending on and including such Installment Date. For the avoidance of doubt, the Equity Conditions Measuring Period for each Installment Date shall include the Stock Payment Pricing Period and such Installment Date.

"Event of Default" has the meaning set forth in Section 4.01.

"Excess Shares" has the meaning set forth in Section 2.04(c).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"First Supplemental Indenture" means this First Supplemental Indenture, as amended or supplemented from time to time.

"Global Notes" has the meaning set forth in Section 2.02(b).

"IA Additional Cash Payment" has the meaning set forth in Section 2.04(b).

"IA Base Payment" has the meaning set forth in Section 2.04(b).

"IA Non-Stock Base Payment" has the meaning set forth in Section 2.04(b).

"Indebtedness" means without duplication: (a) all obligations for borrowed money; (b) all obligations evidenced by bonds, debentures, notes or other similar instruments and all reimbursement or other obligations in respect of letters of credit, bankers acceptances, current swap agreements, interest rate hedging agreements, interest rate swaps or other financial products; (c) all capital lease obligations; (d) all obligations or liabilities secured by a lien or encumbrance on any asset of the Company, irrespective of whether such obligation or liability is assumed; (e) all obligations for the deferred purchase price of assets; (f) all synthetic leases; and (g) any obligation guaranteeing (whether directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse) any of the foregoing obligations of any other person.

"Indenture" means the Base Indenture as supplemented and amended by this First Supplemental Indenture.

"Initial Installment Date" means March 31, 2010.

"Installment Amount" means, with respect to (a) any Installment Date other than the Maturity Date, an amount equal to $1/12^{th}$ of the original principal amount of the Notes *plus* all accrued but unpaid interest under the Notes, including Default Interest (if any) and (b) the Maturity Date, all outstanding principal and interest and other amounts due and payable under the Notes.

"Installment Date" means each March 31, June 30, September 30 and December 31, beginning on the Initial Installment Date and ending on the Maturity Date. Notwithstanding anything contained in the Notes to the contrary and for all purposes hereunder, the Maturity Date shall be deemed to be an Installment Date.

"Installment Notice Date" has the meaning set forth in Section 2.04.

"interest" means, when used with reference to the Notes, any interest payable under the terms of the Notes, including Default Interest, if any.

"Major Subsidiary" means any of Coeur Alaska, Inc., an Alaska corporation, Coeur Mexicana S.A. de C.V., a Mexican sociedad anónima de capital variable, and Empresa Minera Manquiri, a Bolivian sociedad anónima.

"Maturity Date" means December 31, 2012.

"Maximum Share Amount" has the meaning set forth in Section 2.06.

"Notes" means any Notes issued, authenticated and delivered under this First Supplemental Indenture, including any Global Notes.

"Notice of Redemption" has the meaning set forth in Section 5.01(a).

"Permitted Issuance" means any issuance of Common Shares in respect of the Notes that is (a) in excess of the Maximum Share Amount and (b) permitted by the applicable rules and regulations of the principal Trading Market on which the Common Shares are listed or traded and for which Shareholder Approval has been obtained.

"Purchase Agreement" means the Securities Purchase Agreement, dated as of February 5, 2010, by and among Coeur D'Alene Mines Corporation and the Purchasers thereto.

"record date" means March 15, June 15, September 15 and December 15, beginning on March 15, 2010 and ending on December 15, 2012, in each case whether or not a Business Day.

"Redemption Date" has the meaning set forth in Section 5.01(a).

"Redemption Price" has the meaning set forth in Section 5.01(a).

"Repurchase Date" has the meaning set forth in Section 5.01(b).

"Repurchase Offer Change of Control" has the meaning set forth in Section 5.01(b).

"Stockholder Approval" means stockholder approval of the issuance of Common Shares in respect of the Notes in excess of the Maximum Share Amount in accordance with applicable law and the rules and regulations of the principal Trading Market on which the Common Shares are listed or traded.

"Stock Payment Amount" has the meaning set forth in Section 2.04(a).

"Stock Payment Price" means, with respect to any date when any amount under the Notes is due and payable, that price which shall be computed as 90% of the arithmetic average of the four lowest Daily VWAPs of the Common Shares during the Stock Payment Pricing Period. All such determinations will be appropriately adjusted for any stock split, stock dividend, stock combination or other similar transaction.

"Stock Payment Pricing Period" means, with respect to any date when any amount under the Notes is due and payable, the ten Trading Days immediately prior to such date.

"Trading Day" means a day on which the Common Shares are traded on a Trading Market, or, if the Common Shares are not so traded, a Business Day.

"Trading Market" means the New York Stock Exchange or the Nasdaq Global Select Market.

ARTICLE II.

THE NOTES

Section 2.01 Designation, Amount and Issuance of Notes. The Notes shall be designated as "Senior Term Notes due December 31, 2012." The Notes will not exceed the aggregate principal amount of $100,000,000.

Section 2.02 Form of the Notes.

(a) The Notes and the Trustee's certificate of authentication to be borne by the Notes shall be substantially in the form set forth in Exhibit A hereto. The terms and provisions attached as Exhibit A hereto shall constitute, and are hereby expressly made, a part of this First Supplemental Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this First Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. In the event of any inconsistency between the terms of the Notes and the terms of the Indenture, the terms of the Indenture shall control.

(b) The Notes shall be issuable in whole in the registered form of one or more Notes in global form registered in the name of the Depository or the nominee of the Depository ("Global Notes").The transfer and exchange of beneficial interests in any such Global Notes shall be effected through the Depository in accordance with the Indenture and the applicable procedures of the Depository.

(c) Any Global Note shall represent such of the Outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of Outstanding Notes from time to time endorsed thereon and that the aggregate amount of Outstanding Notes represented thereby from time to time may be increased or reduced to reflect repurchases, conversions, transfers or exchanges permitted by this First Supplemental Indenture. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the amount of Outstanding Notes represented thereby shall be made by the Trustee or the custodian for the Global Note, at the direction of the Trustee, in such manner and upon instructions given by the Company in accordance with the Indenture. Payments of principal of and interest and premium,

if any, on any Global Notes shall, to the extent paid in cash, be made to the Depository in immediately available funds.

(d) Notes may be issued in certificated form in exchange for interests in the Global Note only in the limited circumstances specified in Section 2.13 of the Base Indenture.

Section 2.03 Date and Denomination of Notes; Payment at Maturity; Payment of Interest.

(a) Date and Denomination. The Notes shall be issuable in registered form without coupons in denominations of $1,000 principal amount and integral multiples thereof. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on the face of the form of Notes attached as Exhibit A hereto or from the most recent Installment Date to which interest has been paid or duly provided for.

(b) Payment at Maturity. The Notes shall mature on December 31, 2012, unless earlier redeemed or repurchased in accordance with the provisions of this First Supplemental Indenture. A Holder must surrender the Notes held by such Holder to the Paying Agent as a condition to collecting the final payment of principal and interest and any other amounts due and payable thereon.

(c) Payments of Principal and Interest. The Company will pay the principal of and interest and premium, if any, on the Notes as set forth in the Notes. The amounts of principal and interest corresponding to each Installment Date are set forth on Exhibit B attached hereto, without giving effect to any IA Base Payment, IA Additional Cash Payment, EC Payment, IA Non-Stock Base Payment, Delivery Failure Amount, EOD Cash Payment Amount, EOD Base Payment, CR Base Payment, CR Cash Payment Amount, liquidated damages or other adjustments as provided in this First Supplemental Indenture, and as necessary to reflect any repurchase of Notes by the Company. Interest on the Notes will accrue at an annual rate equal to 6.50%, *provided*, *however*, that upon the occurrence of an Event of Default, the Company will pay interest to the Holder on the outstanding principal balance of and unpaid interest on the Notes from the date of the Event of Default until such Event of Default is cured (if applicable) at a rate equal to the lesser of (x) 15% and (y) the maximum applicable legal rate per annum ("Default Interest"). Except as set forth in the subsequent paragraph, interest shall be paid on each Installment Date as set forth in Section 2.04, commencing on the Initial Installment Date, to the Person in whose name any Notes are registered on the security register at the close of business on any record date with respect to the applicable Installment Date. If an Installment Date is not a Business Day, payment shall instead be made on the next succeeding Business Day, and no additional interest shall accrue on the Notes for the intervening period. Interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months.

Amounts due under the Notes that are to be payable in cash and not in Common Shares shall be paid as follows:

(i) any Global Notes by wire transfer of immediately available funds to the account of the Depository or its nominee;

(ii) any Notes in certificated form having an original principal amount of $1,000,000 or more by wire transfer in immediately available funds in accordance with

written instructions of the Holder duly delivered to the Trustee at least five Business Days prior to the relevant Installment Date; or

(iii) any Notes in certificated form having a principal amount of less than $1,000,000, by check mailed to the address of the Person entitled thereto as it appears in the security register, or by wire transfer.

Accrued but unpaid Default Interest will be: (i) paid on the next succeeding Installment Date in accordance with Section 2.04; (ii) at any time prior to an Acceleration Date, paid at the option of the Company together with its payment of all other amounts then due and payable on the Notes; (iii) on or after an Acceleration Date, deposited with the Trustee in connection with any deposit of principal or interest pursuant to Section 4.01; or (iv) paid in whole or in part, in cash, upon the demand of the Trustee at the direction of the Holders of not less than 25% in aggregate principal amount of Notes then Outstanding (the date that the Trustee demands such payment in cash, a "Demand Date"). To the extent that the Trustee demands payment of all or any portion of any Default Interest, such Default Interest shall be due and payable on the first Business Day after such Demand Date (a "Demand Payment Date"), and the Company shall deliver to the Trustee by wire transfer of immediately available funds on such Demand Payment Date an amount in cash equal to the amount of Default Interest due and payable on such Demand Payment Date plus the Base Premium.

Section 2.04 Installment Amount Cash or Stock Payment.

(a) General. On each applicable Installment Date, the Company shall pay to each Holder the Installment Amount due on such Installment Date, at the Company's option, in cash or Common Shares or any combination of cash and Common Shares, subject to the provisions of this Article II; *provided*, *however*, that no portion of the Installment Amount may be paid in Common Shares unless (A) the Equity Conditions are satisfied, or waived, as applicable, by the Trustee, at the direction of the Holders of a majority of the aggregate principal amount of the Notes then Outstanding, except that after the third Trading Day of the applicable Stock Payment Pricing Period, the failure of the Equity Condition described in clause (ix) of the definition of "Equity Conditions" to be satisfied may not be waived and (B) the Maximum Share Amount has not been exceeded.

On a date not less than 11 Trading Days prior to each Installment Date (the "Installment Notice Date"), the Company shall deliver a written notice (a "Company Installment Notice") to the Trustee and the Holders, which shall either: (i) confirm that the entire applicable Installment Amount shall be paid in cash; or (ii) (A) state that the Company elects to pay all or a portion of the Installment Amount in Common Shares, (B) specify the portion which the Company elects to pay in cash (such amount, the "Cash Payment Amount") and the portion that the Company elects to pay in Common Shares (such portion a "Stock Payment Amount"), which amounts when added together must equal the applicable Installment Amount and (C) certify that the Equity Conditions are then satisfied (it being understood that the Trustee shall be relying conclusively on such certification). If (x) the Company does not timely deliver a Company Installment Notice in accordance with this Section 2.04(a) or (y) the Equity Conditions are not satisfied, then the Company shall be deemed to have delivered a Company Installment Notice electing to pay the entire Installment Amount in cash. Any Cash Payment Amount shall be paid in accordance with

Section 2.04(b) and any Stock Payment Amount shall be paid in accordance with Section 2.04(c). Each Company Installment Notice, whether actually given or deemed given, shall be irrevocable.

(b) Mechanics of Cash Payment. On each Installment Date (in addition to any portion of the Installment Amount required to be paid in Common Shares pursuant to Section 2.04(c), if any): (i) to the extent that the Company elects to pay 50% or less of the applicable Installment Amount in cash, then the Company shall pay to each Holder an amount in cash equal to such percentage of the Installment Amount; or (ii) to the extent that the Company elects (or is deemed to have elected) to pay more than 50% of the applicable Installment Amount in cash (the amount by which the percentage of the Installment Amount the Company elects to pay in cash exceeds 50%, the "Additional Percentage"), then the Company shall pay to each Holder an amount in cash equal to the sum of (x) 50% of the Installment Amount and (y) the IA Additional Cash Payment if the Daily VWAP can be determined on each day of the Stock Payment Pricing Period or, if the Daily VWAP cannot be determined on each day of the Stock Payment Pricing Period, the IA Base Payment.

The "IA Additional Cash Payment" shall be determined according to the following formula:

$$IA = \frac{X}{Y} \times Z \times P\%$$

For the purposes of the foregoing formula:

IA= the IA Additional Cash Payment Amount.

X = the Installment Amount payable on the applicable Installment Date.

Y = the Stock Payment Price for the applicable Installment Date.

Z = the highest Daily VWAP during the Stock Payment Pricing Period for the applicable Installment Date.

P% = the Additional Percentage.

The "IA Base Payment" shall be determined according to the following formula:

$$IB = 1.15 \text{ x } X \text{ x } P\%$$

For the purposes of the foregoing formula:

IB = IA Base Payment

X = the Installment Amount payable on the applicable Installment Date

P% = the Additional Percentage.

(c) Mechanics of Stock Payment. On each Installment Date, to the extent that the Company elects to pay all or any portion of the applicable Installment Amount in Common Shares, and the Daily VWAP can be determined on each day of the Stock Payment

Pricing Period, the applicable Stock Payment Amount shall be paid in a number of Common Shares equal to the Stock Payment Amount divided by the Stock Payment Price for such Installment Date. The Company shall deliver the Common Shares to be paid in accordance with the mechanics for delivery set forth in Section 2.05. To the extent that the aggregate number of Common Shares to be delivered to all of the Holders pursuant to Section 2.05 in respect of any individual Stock Payment Amount exceeds the Beneficial Ownership Limitation, then, in addition to delivery of the number of Common Shares that would not exceed the Beneficial Ownership Limitation, the Company shall pay to the Trustee on behalf of each Holder in lieu of such number of Common Shares that would exceed the Beneficial Ownership Limitation (such excess number of shares, the "Excess Shares") an amount in cash equal to the portion of the Stock Payment Amount that would otherwise be payable in respect of the Excess Shares. Notwithstanding the foregoing:

(i) if the Equity Conditions are neither (x) satisfied nor (y) waived, as applicable, by the Trustee at the direction of the Holders of a majority of the aggregate principal amount of the Notes then Outstanding, then the Company shall pay, not more than three Trading Days after the Installment Date, an amount in cash equal to the EC Payment, in lieu of such Stock Payment Amount;

(ii) to the extent that the Maximum Share Amount would be exceeded by such Stock Payment Amount when aggregated with any Common Shares already issued in respect of the Notes, then that portion of such Stock Payment Amount that would not exceed the Maximum Share Amount shall be delivered to the Trustee on behalf of each Holder pursuant to Section 2.05, ratably based on the then-Outstanding principal amount of the Notes held by such Holder relative to the aggregate principal amount of the Notes then Outstanding, and the Company shall pay to the Trustee on behalf of such Holder, not more than three Trading Days after the Installment Date, an amount in cash equal to the EC Payment, in lieu of any remainder of such Stock Payment Amount; and

(iii) if the Daily VWAP cannot be determined on each day of the Stock Payment Pricing Period, then the Company shall pay to the Trustee on behalf of the Holders the IA Non-Stock Base Payment in lieu of a Stock Payment Amount.

The "EC Payment" shall be determined according to the following formula:

$$EC = \frac{X}{Y} \times Z$$

For the purposes of the foregoing formula:

EC= the EC Payment.

X = the Stock Payment Amount (or, in the case that the Maximum Share Amount would be exceeded by such Stock Payment Amount when aggregated with Common Shares already issued in respect of the Notes, only that portion of the Stock Payment Amount that would exceed the Maximum Share Amount).

Y = the Stock Payment Price for the applicable Installment Date.

Z = the highest Daily VWAP during the Stock Payment Pricing Period for the applicable Installment Date.

The "IA Non-Stock Base Payment" shall be determined according to the following formula:

$$NS = 1.15 \text{ x } X \text{ x } S\%$$

For the purposes of the foregoing formula:

NS = IA Non-Stock Base Payment

X = the Installment Amount payable on the applicable Installment Date

S% = the percentage of the applicable Installment Amount that the Company elected to pay in Common Shares.

Section 2.05 Mechanics for Delivery of Shares. Not later than three Trading Days after any Installment Date (the "Delivery Date"), the Company or its designated agent for the Common Shares (the "Common Stock Transfer Agent") shall instruct the Trustee to instruct DTC to credit such aggregate number of Common Shares to which the applicable Holder shall be entitled, free from any restrictive legend, to such Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian ("DWAC") system. In connection with any such action, the Trustee shall be entitled to receive and be fully protected in relying upon written instructions from the Company.

If such Common Shares are not delivered by the Delivery Date, the Company shall:

(i) instruct the Trustee to instruct DTC to deliver such Common Shares to the applicable Holder's or its designee's balance account with DTC through the DWAC system not later than the fifth Trading Day after the Delivery Date, or at any time after the Delivery Date, but not later than the fifth Trading Day after the Delivery Date, pay in cash either the Delivery Failure Amount or, if the Daily VWAP cannot be determined on each day of the Stock Payment Pricing Period, the IA Non-Stock Base Payment applicable to such Common Shares.

The "Delivery Failure Amount" shall be determined according to the following formula:

$$DFA = \frac{X}{Y} \times Z$$

For the purposes of the foregoing formula:

DFA = the Delivery Failure Amount.

X = the portion of the Stock Payment Amount in respect of Common Shares that the Company has failed to deliver to the Holder.

Y = the Stock Payment Price for the Installment Date in respect of such Stock Payment Amount.

Z = the highest Daily VWAP during the period commencing on the Installment Notice Date for the Installment Date in respect of such Stock Payment Amount and ending on the date that the Company pays to the Holder the Delivery Failure Amount.

and

(ii) pay to the Trustee on behalf of the Holders, in cash, an amount per Trading Day for each Trading Day after the Delivery Date until such Delivery Failure Amount is paid in cash or such Common Shares are delivered to the applicable Holder's or its designee's balance account with DTC through the DWAC system, together with interest on such amount at a rate equal to the sum of (A) the lesser of 15% and the maximum applicable legal rate per annum, plus (B) 1% of the portion of the Stock Payment Amount in respect of Common Shares that the Company has failed to deliver to the Holder for each of the first five Trading Days after the Delivery Date and 2% of the portion of the Stock Payment Amount in respect of Common Shares that the Company has failed to deliver to the Holder for each Trading Day thereafter (which amount shall be paid as liquidated damages and not as a penalty).

If any fractional Common Share otherwise would be issuable as a result of the issuance of Common Shares to pay principal, premium or interest due on the Notes, the Company shall calculate and pay to the Trustee on behalf of the Holders a cash adjustment in lieu of such fractional share at a rate equal to the Daily VWAP per share for the Common Shares for the five Trading Days immediately preceding the first Trading Day prior to the applicable Installment Date.

Section 2.06 Issuance Limitations. The total number of Common Shares issued or issuable on any Installment Date in payment of principal, premium and interest on the Notes (including payment of interest on the Notes for purposes of any such rule or regulation) shall not (when aggregated with any Common Shares already issued in respect of the Notes) exceed the maximum number of Common Shares which the Company can so issue pursuant to any rule or regulation of the New York Stock Exchange (or any other principal United States securities market on which the Common Shares trade) (the "Maximum Share Amount"), subject to equitable adjustments from time to time for stock splits, stock dividends, combinations, capital reorganizations and similar events relating to the Common Shares occurring after the original issue date of the Notes. The limitation set forth in this Section 2.06 shall not apply if the issuances of Common Shares in lieu of cash are Permitted Issuances. In no event shall the Trustee be responsible for monitoring such issuance limitations.

Section 2.07 Other Terms of the Notes.

(a) Except as provided in this First Supplemental Indenture, the Notes shall not be subject to redemption, repurchase or repayment at the option of the Company or any Holder thereof.

(b) Article 10 of the Base Indenture shall not apply to this First Supplemental Indenture or the Notes.

(c) Except as provided herein, the Holders of the Notes shall have no special rights in addition to those provided in the Base Indenture upon the occurrence of any particular events.

(d) The Notes are not convertible into Common Shares or other securities of the Company.

ARTICLE III.

COVENANTS

Section 3.01 Covenants.

For so long as any Notes are Outstanding, without the consent of the Holders of a majority in aggregate principal amount of the Notes then Outstanding:

(a) Corporate Existence. The Company shall maintain in full force and effect its corporate existence, rights and franchises and all licenses and other rights to use property owned or possessed by it and reasonably deemed to be necessary to the conduct of its business.

(b) Regulatory Compliance. If any Common Shares to be reserved for the purpose of paying Installment Amounts require registration or listing with or approval of any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation before such shares may be validly issued or delivered in connection with a payment of an Installment Amount, the Company, at its sole cost and expense, in good faith and as expeditiously as possible, shall use its best efforts to secure such registration, listing or approval, as the case may be.

(c) Issue Taxes. The Company shall pay all issue and other taxes, excluding federal, state or local income taxes, that may be paid in respect of its issue or delivery of Common Shares in accordance with the Notes.

(d) Equal Treatment of Holders. No consideration shall be offered or paid to any Holder to amend or waive or modify any provision of the Notes, the Base Indenture or this First Supplemental Indenture unless the same consideration is also offered to all of the Holders. This provision constitutes a separate right granted to each Holder by the Company and shall not in any way be construed as the Holders acting in concert or as a group with respect to the purchase, disposition or voting of securities or otherwise.

(e) Ranking. The Notes will be the general senior unsecured obligations of the Company and will rank in right of payment:

(i) equally among themselves and with all other existing and future obligations of the Company that are unsecured and unsubordinated;

(ii) senior to any future subordinated Indebtedness of the Company;

(iii) effectively junior to any existing and future secured Indebtedness of the Company to the extent of the value of the collateral securing such Indebtedness; and

(iv) structurally subordinated to the Indebtedness and other liabilities of the Subsidiaries.

ARTICLE IV.

DEFAULTS AND REMEDIES

Section 4.01 Events of Default. The provisions of this Section 4.01 shall supersede and replace the provisions of Section 5.01 of the Base Indenture for purposes of the Notes. Each of the following events is an "Event of Default":

(a) the Company shall fail to pay to the Holder any amount of principal, interest or other amounts when and as due under the Notes, or to deliver Common Shares required to be delivered by the Company on any Delivery Date, which failure is not cured within five Business Days after the date that such payment was due or such shares were required to be delivered, as applicable; or

(b) the Company shall fail to observe or perform any other covenant, condition or agreement contained in the Notes, the Base Indenture or this First Supplemental Indenture, which failure is not cured, if possible to cure, within 30 days after notice of such default was sent by the Trustee or by the Holders of at least 25% in principal amount of the Outstanding Notes; or

(c) the Company shall fail to pay liquidated damages under the Notes, including, without limitation, pursuant to Section 2.05; or

(d) any representation or warranty made by the Company in the Notes, the Base Indenture or this First Supplemental Indenture shall prove to have been false or incorrect or breached in a material respect on the date as of which it was made; or

(e) the Company or any of its Subsidiaries shall (A) default in any payment of any amount or amounts of principal of or interest on any Indebtedness (other than the Indebtedness under the Notes) the aggregate principal amount of which Indebtedness is in excess of $25,000,000 or (B) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, as a result of which default or other event or condition the holder or holders or beneficiary or beneficiaries of such Indebtedness or a trustee on their behalf have declared such Indebtedness to be due prior to its stated maturity; or

(f) the Company or any of its Major Subsidiaries shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets, (ii) make a general assignment for the benefit of its creditors, (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (iv) file a petition seeking to take advantage of any bankruptcy,

insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally, (v) acquiesce in writing to any petition filed against it in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic), (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same, (vii) admit in writing its inability to pay its debts generally as they mature, (viii) call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts, or (ix) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing; or

(g) a proceeding or case shall be commenced in respect of the Company or any of its Major Subsidiaries, without its application or consent, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Company or any of its Major Subsidiaries or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of 30 days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Company or any of its Major Subsidiaries or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Company or any of its Major Subsidiaries and shall continue undismissed, or unstayed and in effect for a period of 30 days.

Notwithstanding any other paragraph of this Section 4.01 or the Base Indenture, and without limitation of (i) the remedies of a Holder pursuant to Article II in the event of a failure to deliver Common Shares or (ii) the right of a Holder pursuant to Section 2.04(c)(i) to receive an amount in cash equal to the EC Payment in lieu of a Stock Payment Amount in the event that the Equity Conditions are neither satisfied nor waived, any failure to perform, or breach of, any covenant or agreement of the Company in respect of the Notes contained in Section 314(a)(1) of the Trust Indenture Act shall not be a default or an Event of Default. Except as set forth in this First Supplemental Indenture, remedies against the Company for any such failure or breach will be limited to liquidated damages as described in the following sentence, and Holders shall not have any right to accelerate the maturity of the Notes as a result of any such failure or breach. Instead, if there is such a failure or breach of the Company's obligation under Section 314(a)(1) of the Trust Indenture Act and continuance of such failure or breach for a period of 60 days after the date on which there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the then-Outstanding Notes, a written notice specifying such failure or breach and requiring it to be remedied and stating that such notice is a "Notice of Reporting Noncompliance" hereunder, the Company will pay liquidated damages to all Holders of Notes, at a rate per year equal to 0.25% of the outstanding principal amount of such Notes from the 60th day following such notice to and including the 150th day following such notice and at a rate per year equal to 0.5% of the principal amount of such Notes from and including the 151st day following such notice, until such failure or breach is cured. Any such liquidated damages shall be payable in the same manner and on the same dates as the stated interest payable on the Notes. In the event that the Company is required to pay such liquidated damages, the Company shall provide a written notice to the Trustee (and if the Trustee is not the Paying Agent, the Paying Agent) no later then five

Business Days prior to the payment date for the payment of such liquidated damages setting forth the amount of such liquidated damages to be paid by the Company on such payment date and directing the Trustee (or, if the Trustee is not the Paying Agent, the Paying Agent) to make such payment to the extent it receives funds from the Company to do so. The Trustee shall not at any time be under any duty or responsibility to any Holder to determine whether such liquidated damages are payable, or with respect to the nature, extent or calculation of the amount of liquidated damages owed.

If an Event of Default occurs under clause (f) or (g) above, the principal of and interest on the Notes shall become immediately due and payable without any declaration or other act on the part of the Trustee or any Holders of Notes.

If an Event of Default (other than an Event of Default occurring as a result of clause (f) or (g)) with respect to Notes shall have occurred and be continuing, either the Trustee or the Holders of not less than 25% in aggregate principal amount of Notes then Outstanding by written notice to the Company may declare the principal amount of all Notes and accrued and unpaid interest thereon to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable. This provision, however, is subject to the condition that if at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the amounts due shall have been obtained or entered as hereinafter provided, the Company shall have paid or deposited with the Trustee sufficient funds to pay all matured installments of interest, if any, upon all the Notes and the principal of the Notes and any other amounts that shall have become due (including, without limitation, any IA Base Payment, IA Additional Cash Payment, EC Payment, IA Non-Stock Base Payment, Delivery Failure Amount, EOD Cash Payment Amount, EOD Base Payment, CR Base Payment, CR Cash Payment Amount or liquidated damages) other than by such acceleration (with interest upon such principal and other amounts and, to the extent that payment of such interest is enforceable under applicable law, upon overdue installments of interest, at the rate borne by the Notes to the date of such payment or deposit) and all other defaults under this First Supplemental Indenture, other than the nonpayment of the principal of Notes that shall have become due by such acceleration, shall have been remedied, then and in every such case the Holders of a majority in aggregate principal amount of the Notes then Outstanding, by written notice to the Company and to the Trustee, may waive all defaults and rescind and annul such declaration and its consequences; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

Subject to the provisions of Article 6 of the Base Indenture, in case an Event of Default with respect to the Notes shall occur and be continuing, the Trustee shall not be under any obligation to exercise any of the trusts or powers vested in it hereby at the request or direction of any Holder, unless such Holder shall have offered to such Trustee security or indemnity satisfactory to it.

Upon the date of any acceleration of the amounts due and payable under the Notes in accordance with this Section 4.01 (an "Acceleration Date"), the Company shall deliver to the Trustee on behalf of the Holders by wire transfer of immediately available funds an amount in cash equal to the arithmetic average of the entire amount due and payable under the Notes and, if the Daily VWAP can be determined on each day of the Stock Payment Pricing Period, the EOD

Cash Payment Amount or, if the Daily VWAP cannot be determined on each day of the Stock Payment Pricing Period, the EOD Base Payment.

The "EOD Cash Payment Amount" shall be determined according to the following formula:

$$EOD = \frac{X}{Y} \times Z$$

For the purposes of the foregoing formula:

EOD = the EOD Cash Payment Amount.

X = the entire outstanding principal amount of the Notes, all interest on the outstanding principal amount of the Notes due through the Maturity Date and all other amounts due under the Notes.

Y = the Stock Payment Price for the Acceleration Date.

Z = the highest Daily VWAP during the Stock Payment Pricing Period for the Acceleration Date.

The "EOD Base Payment" shall be determined according to the following formula:

$$EODB = X \text{ x } 1.15$$

For purposes of the foregoing formula:

EODB = the EOD Base Payment

X = the entire outstanding principal amount of the Notes, all interest on the outstanding principal amount of the Notes due through the Maturity Date and all other amounts due under the Notes.

Section 4.02 Collection of Indebtedness by Trustee; Trustee May Prove Debt. For purposes of this First Supplemental Indenture and the Notes, the reference to "30 days" in the first sentence of Section 5.02 of the Base Indenture shall be replaced with "five Business Days."

Section 4.03 Limitations on Suits by Holders. The provisions of this Section 4.03 of this First Supplemental Indenture shall supersede and replace the provisions of Section 5.05 of the Base Indenture for purposes of the Notes.

Limitation on Suits by Holders. No Holder of any Note shall have any right, by virtue or by availing of any provision of this Indenture, to institute any action or proceeding at law or in equity or in bankruptcy or otherwise with respect to this Indenture, or for the appointment of a trustee, receiver, liquidator, custodian or other similar official or for any other remedy hereunder, unless such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding shall have made written request upon the Trustee to institute such action or proceedings in its own

name as trustee hereunder and shall have offered to the Trustee security or indemnity satisfactory to it as it may require, against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee for 45 days after its receipt of such notice, request and offer of security or indemnity shall have failed to institute any such action or proceeding and no direction inconsistent with such written request shall have been given to the Trustee during such 45-day period by Holders of a majority in principal amount of the Notes then Outstanding; it being understood and intended, and being expressly covenanted by the Holder of every Note with every other Holder of a Note and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever, by virtue or by availing of any provision of this Indenture, to affect, disturb or prejudice the rights of any other such Holder of Notes, or to obtain or seek to obtain priority over or preference to any other such Holder or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Notes (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

ARTICLE V.

CONSOLIDATION, MERGER SALE OR CONVEYANCE

Section 5.01 The provisions of this Section 5.01 shall be in addition to the provisions of Article 9 of the Base Indenture for purposes of the Notes.

(a) Within 90 days of a Change of Control, the Company may redeem the Notes in accordance with the provisions of Article 11 of the Base Indenture as supplemented hereby, in whole but not in part, at a cash redemption price (the "Redemption Price") equal to the arithmetic average of (i) the entire outstanding principal amount of the Notes and all interest payable through the Maturity Date, except for any Installment Amount payable on an Installment Date having a record date prior to the date the Notice of Redemption is mailed and (ii) if the Daily VWAP can be determined on each day of the Stock Payment Pricing Period, the CR Cash Payment Amount or, if the Daily VWAP cannot be determined on each day of the Stock Payment Pricing Period, the CR Base Payment. Notice of Redemption of the Notes pursuant to this Section 5.01(a) ("Notice of Redemption") shall be mailed to the Holders not more than 30 days following the occurrence of a Change of Control, which notice shall state the date of redemption of the Notes (the "Redemption Date"), which shall be no later than 30 days from the date such notice is mailed. The Redemption Price shall be payable on the Redemption Date.

The "CR Cash Payment Amount" shall be determined according to the following formula:

$$CR = \frac{X}{Y} \times Z$$

For the purposes of the foregoing formula:

CR= the CR Cash Payment Amount.

X = the entire outstanding principal amount of the Notes and all interest payable through the Maturity Date and any other amounts due under the Notes, except for any Installment Amount payable on an Installment Date having a record date prior to the date the Notice of Redemption is mailed.

Y = the Stock Payment Price for the Redemption Date.

Z = the highest Daily VWAP during the Stock Payment Pricing Period for the Redemption Date.

The "CR Base Payment" shall be determined according to the following formula:

$$CRBP = X \text{ x } 1.15$$

For purposes of the foregoing formula:

CRBP = the CR Base Payment

X = the entire outstanding principal amount of the Notes and all interest payable through the Maturity Date and any other amounts due under the Notes, except for any Installment Amount payable on an Installment Date having a record date prior to the date the Notice of Redemption is mailed.

(b) Upon a Change of Control as a result of which the worldwide market value of the Company's outstanding Common Shares held by non-affiliates is more than 10% less, immediately following the transaction or event that caused such Change of Control, than the worldwide market value of the Company's outstanding Common Shares held by non-affiliates was immediately prior to such transaction or event (such a Change of Control a "Repurchase Offer Change of Control"), each Holder shall have the right to require that the Company repurchase all or any part of such Holder's Notes at a purchase price in cash equal to 100% of the outstanding principal amount of the Notes and all interest payable through the date of such repurchase (such amount, the "Repurchase Price" and such date, the "Repurchase Date"), subject (in the event that there is an Installment Date having a record date prior to the date the Change of Control Offer is mailed) to the right of Holders of record on such record date to receive the Installment Amount due on such Installment Date; *provided, however*, that notwithstanding the occurrence of a Change in Control, the Company shall not be obligated to purchase the Notes pursuant to this Section 5.01(b) in the event that it has mailed Notice of Redemption of the Notes pursuant to Section 5.01(a).

(c) Within 30 days following any Repurchase Offer Change of Control (except as provided in the proviso to Section 5.01(b)), the Company shall mail a notice to each Holder with a copy to the Trustee (the "Change of Control Offer") stating:

(1) that a Repurchase Offer Change of Control has occurred and that such Holder has the right to require the Company to purchase such Holder's Notes at the Repurchase Price (which shall be set forth in such notice) in cash, subject (in the event that there is an Installment Date having a record date prior to the date the Change of Control Offer is mailed) to the right of Holders of record on such record date to receive the Installment Amount due on such Installment Date;

(2) the circumstances and relevant facts and financial information regarding such Repurchase Offer Change of Control;

(3) the Repurchase Date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); and

(4) the instructions determined by the Company, consistent with this Section, that a Holder must follow in order to have its Notes purchased.

(d) Holders electing to have Notes purchased shall be required to surrender such Notes, with an appropriate form duly completed, to the Company at the address specified in the notice at least three Business Days prior to the purchase date. Any Holder shall be entitled to withdraw its election if the Trustee or the Company receives not later than one Business Day prior to the purchase date a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Notes which were delivered for purchase by the Holder and a statement that such Holder is withdrawing its election to have such Notes purchased. Notwithstanding the foregoing, Holders of Notes represented by an interest in the Global Notes shall tender their Notes in accordance with applicable procedures of DTC.

(e) On the Repurchase Date, all Notes purchased by the Company under this Section shall be delivered to the Trustee for cancellation, and the Company shall pay the Repurchase Price, if any, to the Holders entitled thereto.

(f) Notwithstanding the foregoing provisions of this Section, the Company will not be required to make a Change of Control Offer upon a Repurchase Offer Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in Section 5.01(c) applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

(g) The Company shall advise the Trustee promptly of any Change of Control and whether it is a Repurchase Offer Change of Control.

(h) The Company shall comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this Section. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section by virtue thereof.

ARTICLE VI.

AMENDMENTS TO BASE INDENTURE

Section 6.01 The provisions of this Section 6.01 shall supersede and replace the provisions of Section 2.04(a) of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

(a) a copy of any resolution or resolutions of the Board of Directors relating to such Series, in each case certified by the secretary or an assistant secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect as of the date of such certificate;

Section 6.02 The provisions of this Section 6.02 shall be deemed to be included as the final paragraph of Section 2.13 of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

Neither the Trustee nor any agent of the Trustee shall have any responsibility for actions taken or not taken by the Depository.

Section 6.03 The provisions of this Section 6.03 shall supersede and replace the provisions of the last paragraph of Section 4.03 of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates).

Section 6.04 The provisions of this Section 6.04 shall supersede and replace the provisions of Section 5.11 of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

Suits for Enforcement. If an Event of Default has occurred, has not been waived and is continuing, the Trustee may proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

Section 6.05 The provisions of this Section 6.05 shall supersede and replace the provisions of Section 6.05 of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

Notice of Defaults. If a default occurs and is continuing with respect to the Securities of any Series and is known to the Trustee, the Trustee shall mail to each Holder of the Securities of such Series notice of such default within 60 days after the Trustee obtains knowledge of such default unless such default shall have been cured or waived. Except in the case of a default in the payment of the principal of, premium, if any, or interest on the Securities of any Series, including payments pursuant to the redemption provisions of the Securities of such Series, the Trustee may withhold notice if and so long as a committee of its Responsible Officers in good faith determines that withholding such notice is in the interests of Holders of such Series.

Section 6.06 The provisions of this Section 6.06 shall supersede and replace the provisions of the second-to-last paragraph of Section 6.08 of the Base Indenture and such amendment shall be effective for any Series of Securities issued thereunder.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee (at the expense of the Company), the Company or the Holders of a majority in aggregate principal amount of the Outstanding Securities of each affected Series may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 6.07 The provisions of this Section 6.09 shall supersede and replace the provisions of Section 8.02(a) of the Base Indenture for purposes of the Notes only.

(a) change the stated maturity date of any Notes, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption or repurchase thereof, or change the time at which the Notes may be redeemed, or impair or affect the right of any Holder to receive payment of principal (whether in cash or Common Shares) of, and interest on, the Notes or to institute suit for payment thereof, or impair or affect the right of any Holder to receive payment of any IA Base Payment, IA Additional Cash Payment, EC Payment, IA Non-Stock Base Payment, Delivery Failure Amount, EOD Cash Payment Amount, EOD Base Payment, CR Cash Payment Amount, CR Base Payment or amend or modify the provisions Section 2.04(a) of the First Supplemental Indenture relating to waiver of the failure of the Equity Condition described in clause (ix) of the definition of "Equity Conditions" to be satisfied, or amend or modify the definition of "Equity Conditions"; or

ARTICLE VII.

MISCELLANEOUS

Section 7.01 Definitions. Capitalized terms used but not defined in this First Supplemental Indenture have the meanings ascribed thereto in the Base Indenture.

Section 7.02 Confirmation of Indenture. The Base Indenture, as supplemented and amended by this First Supplemental Indenture, is in all respects ratified and confirmed, and the Base Indenture, this First Supplemental Indenture and all indentures supplemental thereto shall be read, taken and construed as one and the same instrument.

Section 7.03 Governing Law. This First Supplemental Indenture and the Notes shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of said State without regard to conflicts of laws principles that would require the application of any other law.

Section 7.04 Separability. In case any provision in this First Supplemental Indenture shall for any reason be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.05 Counterparts. This First Supplemental Indenture may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 7.06 No Benefit. Nothing in this First Supplemental Indenture, express or implied, shall give to any Person other than the parties hereto and their successors or assigns, and the holders of the Notes, any benefit or legal or equitable rights, remedy or claim under this First Supplemental Indenture or the Base Indenture.

Section 7.07 Calculations. In no event shall the Trustee be responsible for making any calculations hereunder or for determining amounts to be paid or for monitoring any stock price. For the avoidance of doubt, the Trustee shall rely conclusively on the calculations and information provided to the Trustee by the Company as to each of the foregoing, including, but not limited to Daily VWAP, Closing Price, Stock Payment Price, Installment Amount, Cash Payment Amount, Stock Payment Amount, IA Additional Cash Payment, IA Base Payment, EC Payment, IA Non-Stock Base Payment, Delivery Failure Amount, Maximum Share Amount, EOD Cash Payment Amount, EOD Base Payment, CR Cash Payment Amount or CR Base Payment. Nor shall the Trustee be charged with knowledge of or have any duties to monitor whether a Change of Control has occurred or the Equity Conditions are satisfied, nor for monitoring any Stock Payment Pricing Period, Beneficial Ownership Limitation or Equity Conditions Measuring Period, or any measuring period, except to the extent that the certification in Section 2.04(b) is delivered to the Trustee. In each of the above-described cases, the Company shall make all such calculations and measurements, and, if notified to the Trustee, the Trustee shall be fully protected in relying thereon.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed all as of the day and year first above written.

COEUR D'ALENE MINES CORPORATION,
as Company

By: /s/ Mitchell J. Krebs
Name: Mitchell J. Krebs
Title: Senior Vice President and Chief Financial Officer

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Catherine F. Donohue
Name: Catherine F. Donohue
Title: Vice President

EXHIBIT A

FORM OF NOTE

[FORM OF FACE OF NOTE]

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO, AND IS REGISTERED IN THE NAME OF THE DEPOSITORY OR A NOMINEE OF THE DEPOSITORY, WHICH MAY BE TREATED BY COEUR D'ALENE MINES CORPORATION AND THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR REGISTERED NOTES IN DEFINITIVE REGISTERED FORM IN THE LIMITED CIRCUMSTANCES REFERRED TO IN THE INDENTURE, THIS GLOBAL NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITORY TO A NOMINEE OF THE DEPOSITORY OR BY A NOMINEE OF THE DEPOSITORY TO THE DEPOSITORY OR ANOTHER NOMINEE OF THE DEPOSITORY OR BY THE DEPOSITORY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITORY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITORY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO COEUR D'ALENE MINES CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE OR ANY PORTION HEREOF IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR A NOMINEE THEREOF IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF.

COEUR D'ALENE MINES CORPORATION

Senior Term Note due December 31, 2012

No. 1 $100,000,000

CUSIP No. 192108 AU2

ISIN US192108AU26

COEUR D'ALENE MINES CORPORATION, an Idaho corporation (the "Company"), hereby promises to pay to Cede & Co. or registered assigns the principal amount of One Hundred Million United States Dollars ($100,000,000) in equal quarterly installments as hereafter provided ending on December 31, 2012 (the "Maturity Date"), together with interest thereon at a rate of six and one-half percent (6.5%) per annum, from February 5, 2010 or from the most recent Installment Date to which interest has been paid or duly provided for, quarterly on the same dates on which installments of principal are due. Quarterly installments of principal and interest are due on March 31, June 30, September 30 and December 31 of each year, commencing March 31, 2010 (each, an "Installment Date"). The principal and interest so payable, and punctually paid or duly provided for, on any Installment Date will, as provided in the Indenture (as defined on the reverse hereof), be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at 5:00 p.m., New York time, on the record date for such interest, which shall be March 15, June 15, September 15 or December 15, (whether or not a Business Day), as the case may be, next preceding such Installment Date (each, the "Record Date" for the applicable Installment Date). Any such principal or interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Record Date and may either be paid to the Person in whose name this Note (or one or more predecessor Notes) is registered at 5:00 p.m., New York time, on a special record date for the payment of such defaulted interest to be fixed by the Trustee (as defined on the reverse hereof), notice whereof shall be given to Holders not less than 10 days prior to such special record date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Interest on this Note shall be computed on the basis of a 360-day year of twelve (12) thirty (30)-day months. If an Installment Date is not a Business Day, payment will be made on the next succeeding Business Day, and no additional interest will accrue in respect of such payment by virtue of the payment being made on such later date. Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

This Note shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be governed by and construed in accordance with the laws of said State.

The holder hereof takes this Note subject to the terms and conditions of the Indenture.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

Dated:

COEUR D'ALENE MINES CORPORATION,

By: _____
Name:
Title:

By: _____
Name:
Title:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

THE BANK OF NEW YORK MELLON,
as Trustee, certifies that this is one of the Notes referred to in the Indenture.

By: _____
Authorized Signatory

[FORM OF REVERSE SIDE OF NOTE]

Senior Term Note due December 31, 2012

COEUR D'ALENE MINES CORPORATION, an Idaho corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the "Company"), has issued this Note under an indenture dated as of February 5, 2010 (the "Original Indenture"), by and between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the first supplemental indenture dated as of February 5, 2010 (the "First Supplemental Indenture"), among the Company and the Trustee (the Original Indenture, as supplemented by the First Supplemental Indenture, the "Indenture"), to which reference is hereby made for a statement of the respective rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders and of the terms upon which the Notes are, and are to be, authorized and delivered. Capitalized terms used in this Note and not defined in this Note shall have the meanings set forth in the First Supplemental Indenture. In the event of any inconsistency between the terms of this Note and the terms of the First Supplemental Indenture, the terms of the First Supplemental Indenture shall control.

ARTICLE 1

Payments of Principal. On each Installment Date, the Company shall pay to the Person who is the registered Holder of this Note on the Record Date for such Installment Date an amount of principal equal to one-twelfth ($1/12^{th}$) of the original principal amount of this Note, which shall be payable in cash and/or Common Shares in accordance with and in the manner specified in the First Supplemental Indenture. The entire principal amount of this Note, to the extent not earlier paid or declared due and payable in accordance with and in the manner specified in the First Supplemental Indenture, shall in all events be due and payable on the Maturity Date. Except as set forth in the First Supplemental Indenture, the Company may not prepay or redeem any portion of the outstanding principal balance of this Note, nor may the Holder of this Note require the redemption, repurchase or repayment hereof at the option of the Holder.

Interest. Interest shall accrue on the outstanding principal balance of this Note at an annual rate equal to six and one-half percent (6.5%). Accrued and unpaid interest shall be paid on each Installment Date in cash and/or Common Shares in accordance with and in the manner specified in the First Supplemental Indenture to the Person who is the registered Holder of this Note on the Record Date for such Installment Date. Furthermore, upon the occurrence of an Event of Default (as defined in Section 2.1 hereof), the Company will pay Default Interest on the outstanding principal balance of and unpaid interest on this Note and certain other amounts due in connection therewith in accordance with and in the manner specified in the First Supplemental Indenture.

Manner of Payment. Holders must surrender Notes to the Paying Agent as a condition to collecting the final payment of principal and interest and any other amounts then due and payable thereon. The Company will pay principal and interest, to the extent payable in cash, in

money of the United States of America that at the time of payment is legal tender for payment of public and private debts.

If Common Shares are to be issued to a Holder on an Installment Date, then the Company shall on the applicable Installment Date deliver such shares in the manner provided in the First Supplemental Indenture.

If any fractional Common Share otherwise would be issuable as a result of the issuance of Common Shares on an Installment Date, the Company shall calculate and pay to the Holders of Notes a cash adjustment in lieu of such fractional share at a rate equal to the highest daily VWAP per share for the five consecutive Trading Days immediately preceding the Trading Day prior to the Installment Date.

The Company shall pay cash interest and principal due on this Note by wire transfer of immediately available funds to the account of the Depository or its nominee.

Paying Agent and Registrar. Initially, the Trustee will act as Paying Agent and Registrar. The Company may appoint and change any Paying Agent, Registrar or co-registrar without notice. The Company or any of its domestically incorporated wholly-owned Subsidiaries may act as Paying Agent, Registrar or co-registrar.

ARTICLE 2

Events of Default. Except as specified in the Indenture, if an Event of Default occurs and is continuing, the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes then Outstanding may declare the principal of and accrued but unpaid interest and all other amounts due on the Notes to be due and payable.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall impair, as among the Company and the Holders of the Notes, the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest and all other amounts due on this Note at the place, at the respective times, at the rate and in the coin or currency herein and in the Indenture prescribed.

ARTICLE 3

Redemption or Repurchase upon Change in Control. Upon the occurrence of a Change in Control with respect to the Company, (a) the Holder of this Note will have the right to require the Company to repurchase this Note, and (b) the Company will have the right to redeem all of the Notes, in either case in accordance with and upon the terms and at the price specified in the First Supplemental Indenture.

ARTICLE 4

Section 11.01 Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $1,000 and whole multiples of $1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. Upon any transfer or exchange, the

Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture.

Section 11.02 Persons Deemed Owners. The registered Holder of this Note may be treated as the owner of it for all purposes.

Section 11.03 Unclaimed Funds. Subject to any applicable abandoned property law, the Trustee and the Paying Agent shall pay to the Company upon written request any money held by them for the payment of principal or interest and any Common Shares or other property due in respect of the Notes that remains unclaimed for two years after the Maturity Date, and, thereafter, Holders entitled to the money and/or securities must look to the Company for payment as general creditors unless applicable abandoned property law designates another Person.

Section 11.04 Amendment, Waiver. Subject to certain exceptions, the Indenture contains provisions permitting an amendment of the Indenture or the Notes with the written consent of the Holders of at least a majority in principal amount of the Notes then Outstanding and the waiver of any Event of Default (other than any continuing Event of Default in payment of interest or principal amount of the Notes or in respect of provisions that cannot be amended without the written consent of each Holder affected) or noncompliance with any provision with the written consent of the Holders of a majority in principal amount of the Notes then Outstanding.

In addition, the Indenture permits an amendment of the Indenture or the Notes without the consent of any Holder under circumstances specified in the Indenture. The Indenture also permits an amendment of the Indenture or the Notes only with the consent of any Holder affected thereby under circumstances specified in the Indenture.

Section 11.05 Trustee Dealings with the Company. Subject to certain limitations imposed by the Trust Indenture Act, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

For the purposes hereof, "Affiliate" means any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with another Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power (a) to vote ten percent (10%) or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing general partners; or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

Section 11.06 No Recourse Against Others. A director, officer, employee, incorporator, stockholder or partner, as such, of the Company shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

Section 11.07 Authentication. This Note shall not be valid until an authorized signatory of the Trustee (or an authenticating agent) manually signs the certificate of authentication on the other side of this Note.

Section 11.08 Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with rights of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

Section 11.09 CUSIP and ISIN Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP and ISIN numbers to be printed on the Notes and has directed the Trustee to use CUSIP and ISIN numbers in notices of repurchase as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of repurchase and reliance may be placed only on the other identification numbers placed thereon.

Section 11.10 Copy of Indenture. The Company will furnish to any Holder upon written request and without charge to the Holder a copy of the Indenture which has in it the text of this Note.

[Remainder of Page Left Blank Intentionally]

ASSIGNMENT

For value received _____ hereby sell(s) assign(s) and transfer(s) unto _____ (Please insert social security or other Taxpayer Identification Number of assignee) the within Note, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books of the Company, with full power of substitution in the premises.

Dated: _____

_____

_____

Signature(s)

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

_____

Signature Guarantee

NOTICE: The signature on this Assignment must correspond with the name as written upon the face of the Notes in every particular without alteration or enlargement or any change whatever.

EXHIBIT B

PRINCIPAL AND INTEREST DUE ON EACH INSTALLMENT DATE

Installment Date	Principal	Interest	Installment Amount
3/31/2010	$8,333,333	$ 993,056	$9,326,389
6/30/2010	$8,333,333	$1,489,583	$9,822,917
9/30/2010	$8,333,333	$1,354,167	$9,687,500
12/31/2010	$8,333,333	$1,218,750	$9,552,083
3/31/2011	$8,333,333	$1,083,333	$9,416,667
6/30/2011	$8,333,333	$ 947,917	$9,281,250
9/30/2011	$8,333,333	$ 812,500	$9,145,833
12/31/2011	$8,333,333	$ 677,083	$9,010,417
3/31/2012	$8,333,333	$ 541,667	$8,875,000
6/30/2012	$8,333,333	$ 406,250	$8,739,583
9/30/2012	$8,333,333	$ 270,833	$8,604,167
12/31/2012	$8,333,333	$ 135,417	$8,468,750

All amounts in the table above are listed without giving effect to any IA Base Payment, IA Additional Cash Payment, EC Payment, IA Non-Stock Base Payment, Delivery Failure Amount, EOD Cash Payment Amount, EOD Base Payment, CR Base Payment, CR Cash Payment Amount, liquidated damages or other adjustments as provided in the First Supplemental Indenture, and as necessary to reflect any repurchase of Notes by the Company.

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Exhibit 5.1

February 5, 2010

COEUR D'ALENE MINES CORPORATION
400 Coeur d'Alene Mines Building
505 Front Avenue
Coeur d'Alene, Idaho 83814

Re: *Coeur d'Alene Mines Corporation*
Senior Term Notes due December 31, 2012
Common Stock

Ladies and Gentlemen:

As General Counsel for Coeur d'Alene Mines Corporation, an Idaho corporation (the "Company"), I have examined the Registration Statement on Form S 3 (File No. 333-161617) (the "Registration Statement") of the Company, as supplemented by the prospectus supplement filed on February 5, 2010 (the "Prospectus Supplement"), each filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act") in connection with the offering by the Company of $100 million principal amount of its Senior Term Notes due December 31, 2012 (the "Notes") and shares of its common stock, par value $0.01 per share (the "Common Stock"). The Notes have been issued pursuant to an Indenture (the "Original Indenture"), dated as of February 5, 2010, by and between the Company and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture, dated February 5, 2010 (the Original Indenture, as supplemented, the "Indenture").

For the purposes of the opinions set forth below, I have examined and am familiar with the proceedings taken by the Company in connection with the authorization of the Notes and the Common Stock and the filing of the Registration Statement and Prospectus Supplement. I have also made such other factual and legal inquiries and examinations as I deemed necessary and appropriate under the circumstances. In arriving at the following opinions, I have relied, among other things, upon my examination of such corporate records of the Company and certificates of officers of the Company and of public officials and such other documents as I have deemed appropriate. In such examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies and the authenticity of the originals of such copies. With respect to agreements and instruments executed by natural persons, I have assumed the legal competency of such persons.

Coeur d'Alene Mines Corporation
505 Front Avenue, P.O. Box I
Coeur d'Alene, Idaho 83816-0316
Telephone 208.667.3511
Facsimile 208.667.2213
www.coeur.com

Based upon the foregoing examination and in reliance thereon, I am of the opinion that:

1. The Original Indenture and the Supplemental Indenture have been duly authorized and validly executed and delivered by the Company
2. The Notes have been duly executed and validly issued and delivered.
3. With respect to the Common Stock to be issued by the Company on February 23, 2010, such Common Stock will, when issued in accordance with the terms of the Securities Purchase Agreement, dated as of February 5, 2010, among the Company, Sonoma Capital Offshore, Ltd., Sonoma Capital, L.P., Manchester Securities Corp, JGB Capital L.P., JGB Capital Offshore Ltd. and SAMC LLC, be validly issued, fully paid and non-assessable.
4. With respect to the Common Stock to be issued by the Company from time to time as interest on the Notes, such Common Stock will, when issued in accordance with the terms of the Notes, be validly issued, fully paid and non-assessable.

I render no opinion herein as to matters involving the laws of any jurisdiction other than the United States of America and the General Corporation Law of the State of Idaho. This opinion is limited to the effect of the present state of the laws of the United States of America and the State of Idaho and the facts as they presently exist. I assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or in such facts.

For the purpose of the opinion to be provided by the law firm of Gibson, Dunn & Crutcher LLP, this opinion may be relied upon by that law firm as if it were addressed to that firm. I consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K. In giving these consents, I do not thereby admit that I am within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations promulgated by the Commission under the Act.

Very truly yours,

/s/ Kelli Kast, Esq.
KELLI KAST, ESQ.

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Exhibit 5.2

[Letterhead of Gibson, Dunn & Crutcher LLP]

February 8, 2010

212-351-4000 C 19398-00011

212-351-4035

Coeur d'Alene Mines Corporation
400 Coeur d'Alene Mines Building
505 Front Avenue
Coeur d'Alene, Idaho 83814

Re: *Coeur d'Alene Mines Corporation*
Senior Term Notes due December 31, 2012
Common Stock

Ladies and Gentlemen :

We have examined the registration statement on Form S-3 (File No. 333-161617) of Coeur d'Alene Mines Corporation, an Idaho corporation (the "Company"), as supplemented by the prospectus supplement filed on February 5, 2010, each filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of $100 million principal amount of its Senior Term Notes due December 31, 2012 (the "Notes") and shares of its common stock, par value $0.01 per share. The Notes have been issued pursuant to an Indenture, dated as of February 5, 2010 (the "Original Indenture"), by and between the Company and The Bank of New York Mellon, as trustee, as supplemented by a supplemental indenture, dated February 5, 2010 (the Original Indenture, as supplemented, the "Indenture").

In arriving at the opinions expressed below, we have examined the originals, or photostatic or certified copies, of such records of the Company and certificates of officers of the Company and

of public officials and such other documents as we have deemed relevant and necessary as the basis for the opinions set forth below. In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies and the receipt of requisite consideration for the Notes.

We are not admitted or qualified to practice law in Idaho. Therefore, we have relied upon the opinion of Kelli Kast, Esq., General Counsel to the Company, filed as an exhibit to the Company's Current Report on Form 8-K, with respect to matters governed by the laws of Idaho.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that, with respect to the Notes issued February 5, 2010, assuming the Original Indenture and the Supplemental Indenture have been duly authorized and validly executed and delivered by the Company and the trustee thereunder and assuming the Notes have been authenticated in accordance with the terms of the Indenture, the Notes constitute legal, valid and binding obligations of the Company.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York and the United States of America. This opinion is limited to the effect of the current state of the laws of the State of New York and the United States of America and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

The opinion set forth above is subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally, including the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

We consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

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Exhibit 10.1

EXECUTION VERSION

SECURITIES PURCHASE AGREEMENT

Dated as of February 5, 2010

by and among

COEUR D'ALENE MINES CORPORATION

and

THE PURCHASERS LISTED ON EXHIBIT A

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT dated as of February 5, 2010 (this "Agreement") is by and among Coeur d'Alene Mines Corporation, an Idaho corporation (the "Company"), and each of the purchasers whose names are set forth on Exhibit A attached hereto (each a "Purchaser" and collectively, the "Purchasers").

The parties hereto agree as follows:

ARTICLE 1

PURCHASE AND SALE OF SECURITIES

1.1. Purchase and Sale of Securities.

(a) Upon the terms and conditions of this Agreement, the Company shall issue and sell to each Purchaser, and each Purchaser shall, severally and not jointly, purchase from the Company, (i) senior unsecured notes in individual principal amounts corresponding with the amount set forth opposite each Purchaser's name on Exhibit A and in an aggregate principal amount of $100,000,000 (the "Notes"), to be issued under that certain Indenture, dated February 5, 2010, by and between, the Company and The Bank of New York Mellon, as Trustee (the "Base Indenture"), to be supplemented by Supplement No. 1 to the Indenture, to be dated February 5, 2010, by and between the Company and The Bank of New York Mellon, as Trustee (the "Indenture Supplement" and together with the Base Indenture, the "Indenture"), (ii) an amount of shares (the "Shares" and together with the Notes, the "Securities") of common stock, par value $1.00 per share, of the Company (the "Common Stock") equal to (A) $3,750,000 divided by (B) the Per Share Price. For purposes of this Agreement, the "Per Share Price" for any Purchaser means 90% of the arithmetic average of the Daily VWAP (as defined in the Notes) of the Common Stock of any four Trading Days (as defined in the Notes) chosen, at the sole discretion of such Purchaser, during the ten Trading Days immediately following the Announcement Date (as defined below) (the "Pricing Period"). The aggregate purchase price for the Securities shall be $100,000,000.

(b) The Company has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3ASR (File No. 333-161617) (the "Registration Statement"), including the prospectus contained therein (the "Base Prospectus"), relating to securities (the "Shelf Securities"), including the Securities, and any shares of Common Stock issued under the Notes in satisfaction of any amounts due thereunder (the "Stock Amortization Shares"), to be issued from time to time by the Company. The offering and sale of the Securities and the Stock Amortization Shares (the "Offering") are being made pursuant to (a) the Registration Statement and the Base Prospectus, (b) if applicable, certain "free writing prospectuses" (as that term is defined in Rule 405 under the Securities Act of 1933, as amended (the "Act")), that have been or will be filed with the Commission and delivered to the Purchasers on or prior to the date hereof (the "Issuer Free Writing Prospectus"), containing certain supplemental information regarding the Securities and the Stock Amortization Shares, the terms of the Offering and the Company, and (c) one or more prospectus supplements (the "Prospectus Supplements" and, collectively with any Free Writing Prospectus and the Base Prospectus, the

"Prospectus") containing certain supplemental information regarding the Securities and the Stock Amortization Shares and the terms of the Offering that has been or will be filed with the Commission and delivered to the Purchasers (or made available to the Purchasers by the filing by the Company of an electronic version thereof with the Commission).

1.2. Purchase Price and Closing. Subject to the terms and conditions of this Agreement, the Company agrees to issue and sell to each Purchaser and, in consideration of and in express reliance upon the representations, warranties, covenants, terms and conditions of this Agreement, each Purchaser, severally but not jointly, agrees to purchase the Securities set forth opposite such Purchaser's name on Exhibit A for the amount to be paid by such Purchaser for the Securities as specified on Exhibit A (as to each Purchaser, the "Purchase Price"). At the Closing (as defined below) under this Agreement, each Purchaser shall deliver its Purchase Price by wire transfer of immediately available funds to the Company. The Purchase Price shall be allocated to the Shares to the extent of the fair market value of the shares on the Share Issuance Date, and the remainder of the Purchase Price that is not allocated to the Shares shall be allocated to the Notes.

(a) The Closing under this Agreement (the "Closing") shall take place on or before February 5, 2010 (the "Closing Date"), *provided*, that all of the conditions set forth in Article 4 hereof have been fulfilled or waived in accordance herewith. The Closing shall take place at the offices of Kleinberg, Kaplan, Wolff & Cohen, P.C., 551 Fifth Avenue, 18th Floor, New York, New York 10176 at 10:00 a.m. Eastern Standard Time, or at such other time and place as the parties may agree. Subject to the terms and conditions of this Agreement, at the Closing the Purchasers shall purchase and the Company shall issue and deliver or cause to be delivered to each Purchaser Notes for the applicable amounts set forth opposite the name of such Purchaser on Exhibit A hereto. As provided in Section 3.1, on the Share Issuance Date (as defined in Section 3.1) the Company shall issue and deliver or cause to be delivered to each Purchaser Shares in the applicable percentages set forth opposite the names of such Purchaser on Exhibit A hereto.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of the Company. Except as otherwise disclosed or incorporated by reference in (i) the Company's Annual Report on Form 10-K for the year ended December 31, 2008, its Quarterly Report on Form 10-Q for the quarter ended March 30, 2009, its Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, its Quarterly Report on Form 10-Q for the Quarter ended September 30, 2009, and each Current Report on Form 8-K of the Company filed or furnished after December 31, 2008 and prior to the date hereof and (ii) the Company's Registration Statement on Form S-3ASR filed with the Commission on August 31, 2009 and the prospectus supplement to the core prospectus dated August 31, 2009 filed with the Commission on or prior to the Closing Date (as defined below) (in each case, including any supplements or amendments thereto) (the "Reports"), the Company hereby represents and warrants to the Purchasers, as of the date of this Agreement and as of the Closing Date as follows:

(a) Organization, Good Standing and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Idaho and has the requisite corporate power to own, lease and operate its properties and assets and to conduct its business as it is now being conducted. The Company and each such Subsidiary (as defined below) is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect (as defined below). For the purposes of this Agreement, "Material Adverse Effect" means any material adverse effect on the financial condition or results of operations of the Company and its Subsidiaries taken as a whole and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Agreement or any of the Transaction Documents (as defined below) in any material respect.

(b) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and perform this Agreement, the Indenture and the Notes, (collectively, the "Transaction Documents") and to issue and sell the Securities and the Stock Amortization Shares in accordance with the terms hereof. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by it of the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the Company or its Board of Directors or stockholders is required; provided, however, that the Board of Directors of the Company may be required pursuant to Idaho law to approve each issuance of Stock Amortization Shares at the time of any such shares are issued pursuant to the Notes. Subject to any approvals of the Board of Directors of the Company of each issuance of Stock Amortization Shares at the time any such shares are issued pursuant to the Notes that may be required pursuant to Idaho law, when executed and delivered by the Company, each of the Transaction Documents shall constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by considerations of public policy or other equitable principles of general application.

(c) Capitalization. The authorized capital stock and the issued and outstanding shares of capital stock of the Company as of September 30, 2009 is set forth in the Company's quarterly report on Form 10-Q for the period ended September 30, 2009. All of the outstanding shares of the Common Stock have been duly and validly authorized. No shares of Common Stock are entitled to preemptive rights or registration rights and, except as set forth in the Reports, there are no outstanding options, warrants, scrip, rights to subscribe to or calls relating to, or securities or rights convertible into, any shares of capital stock of the Company. Except for customary transfer restrictions contained in agreements entered into by the Company in order to sell restricted securities, the Company is not a party to any agreement or understanding restricting the voting or transfer of any shares of the capital stock of the Company.

(d) Issuance of Securities. The Notes to be issued at the Closing and the Shares issuable on the Share Issuance Date have been duly authorized by all necessary corporate

action and, when paid for and issued in accordance with the terms hereof, the Securities shall be validly issued and outstanding, free and clear of all Liens (as defined below), pre-emptive rights and rights of refusal of any kind. Subject to any approvals of the Board of Directors of the Company of each issuance of Stock Amortization Shares at the time any such shares are issued pursuant to the Notes that may be required pursuant to Idaho law, when the Stock Amortization Shares are issued in accordance with the terms of the Notes, such shares will be duly authorized by all necessary corporate action and validly issued and outstanding, fully paid and nonassessable, free and clear of all Liens, encumbrances, pre-emptive rights and rights of refusal of any kind.

(e) No Conflicts. Subject to any approvals of the Board of Directors of the Company of each issuance of Stock Amortization Shares at the time any such shares are issued pursuant to the Notes that may be required pursuant to Idaho law, delivery and performance of the Transaction Documents by the Company, and the issuance of the Securities and the Stock Amortization Shares as contemplated by the Transaction Documents, do not and will not: (i) violate or conflict with any provision of the Company's Articles of Incorporation (the "Articles") or Bylaws (the "Bylaws"), each as amended to date; (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, any agreement, mortgage, deed of trust, indenture, note, bond or other instrument for borrowed money or any material agreement to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries' respective properties or assets are bound; (iii) result in a violation of any foreign, federal, state or local statute, law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or any of its Subsidiaries; or (iv) create or impose a lien, mortgage, security interest, charge or encumbrance of any nature (each, a "Lien") on any property or asset of the Company or its Subsidiaries under any agreement or any commitment to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound, except, in the case of clauses (ii), (iii) and (iv), for such conflicts, defaults, terminations, amendments, violations, acceleration, cancellations, creations and impositions as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect.

(f) Consents. The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency in order for it to execute and deliver or perform any of its obligations under the Transaction Documents or to issue the Securities or the Stock Amortization Shares, in each case in accordance with the terms hereof or thereof, except that (i) approvals of the Board of Directors of the Company may be required pursuant to Idaho law for any issuance of Stock Amortization Shares at the time any such shares are issued pursuant to the Notes, (ii) the Company may be required to file a supplemental listing application with the Principal Market (as defined below) with respect to the issuance of any Stock Amortization Shares and to obtain the consent of the Principal Market for any such issuance and (iii) each issuance of Stock Amortization Shares may require filings with the Securities and Exchange Commission. All contents, authorizations, orders, filings and registrations that the Company is required to obtain on or prior to the Closing Date pursuant to the preceding sentence will have been obtained or effected on or prior to the Closing Date.

(g) Commission Documents, Financial Statements. The Common Stock of the Company is registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and since January 1, 2009 the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission pursuant to the filing requirements of the Securities Act of 1933, as amended or the reporting requirements of the Exchange Act (all of the foregoing being referred to herein as the "Commission Documents"). The Registration Statement, at the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Prospectus, at the time of filing of any applicable Prospectus Supplement, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included or incorporated by reference in the Registration Statement and the Prospectus complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the Commission. Such financial statements have been prepared in all material respects in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

(h) Subsidiaries. Exhibit 21 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008 sets forth each Subsidiary of the Company, showing the jurisdiction of its incorporation or organization and showing the percentage of the Company's ownership of the outstanding stock or other interests of such Subsidiary. For the purposes of this Agreement, "Subsidiary" shall mean any corporation or other entity of which at least a majority of the securities or other ownership interest having ordinary voting power (absolutely or contingently) for the election of directors or other persons performing similar functions are at the time owned directly or indirectly by the Company and/or any of its other Subsidiaries. All of the outstanding shares of capital stock of each Subsidiary have been duly authorized and validly issued, and are fully paid and nonassessable. Except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect, there are no outstanding preemptive, conversion or other rights, options, warrants or agreements granted or issued by or binding upon any Subsidiary for the purchase or acquisition of any shares of capital stock of any Subsidiary or any other securities convertible into, exchangeable for or evidencing the rights to subscribe for any shares of such capital stock. Neither the Company nor any Subsidiary is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of the capital stock of any Subsidiary or any convertible securities, rights, warrants or options of the type described in the preceding sentence, except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect. Neither the Company nor any Subsidiary is party to any agreement restricting the voting or transfer of any shares of the capital stock of any Subsidiary.

(i) No Material Adverse Change. Since December 31, 2008, the Company has not experienced or suffered any event or series of events that, individually or in the aggregate, has had or reasonably would be expected to have or result in a Material Adverse Effect.

(j) Actions Pending. There is no action, suit, claim, investigation, arbitration, alternate dispute resolution proceeding or other proceeding (collectively, "Proceedings") pending or, to the knowledge of the Company, threatened against the Company or any Subsidiary that questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby. There are no material Proceedings pending or, to the knowledge of the Company, threatened against or involving the Company, any Subsidiary or any of their respective properties or assets.

(k) Compliance with Law. Except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect, the Company and its Subsidiaries are presently conducting their respective businesses in accordance with all applicable foreign, federal, state and local governmental laws, rules, regulations and ordinances. Except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect, the Company and its Subsidiaries have all material franchises, permits, licenses, consents and other material governmental or regulatory authorizations and approvals necessary for the conduct of its business as now being conducted by it. The Company has complied and will comply with all applicable federal and state securities laws in connection with the Offering.

(l) Taxes. The Company and each Subsidiary has timely filed all material federal, state, local and foreign income, franchise and other tax returns, reports and declarations required by any governmental authority (whether foreign, federal, state or local) with jurisdiction over the Company or any Subsidiary and has paid or accrued all taxes shown as due thereon except for any taxes which are being contested in good faith (by appropriate proceedings and in respect of which adequate reserves with respect thereto are maintained in accordance with GAAP), or where the failure to file such returns or pay such taxes would not, individually or in the aggregate, have or be reasonably expected to result in a Material Adverse Effect. All such returns were complete and correct in all material respects and the Company has no knowledge of a material tax deficiency which has been asserted or threatened against the Company or any Subsidiary. The Company has set aside on its books provisions reasonably adequate for the payment of all taxes for periods to which those returns, reports or declarations apply. The Company is not, nor has it been in the last five years, a U.S. real property holding corporation under Section 897 of the Code. For purposes of this Section 2.1(l), taxes shall include any and all interest and penalties.

(m) Certain Fees. The Company has not employed any broker or finder or incurred any liability for any brokerage or investment banking fees, commissions, finders' structuring fees, financial advisory fees or other similar fees in connection with the Transaction Documents.

(n) Disclosure. Except for the information concerning the transactions contemplated by this Agreement, the Company confirms that neither it nor any other person or

entity acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that constitutes material, nonpublic information. This Agreement and the other documents, certificates and instruments furnished to the Purchasers by or on behalf of the Company or any Subsidiary in connection with the transactions contemplated by this Agreement, considered as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein and therein, in the light of the circumstances under which they were made, not misleading.

(o) Environmental Compliance. The Company and each of its Subsidiaries have obtained all material approvals, authorization, certificates, consents, licenses, orders and permits or other similar authorizations of all governmental authorities (whether foreign, federal, state or local), or from any other person or entity, that are required under any Environmental Laws in order for the Company and its Subsidiaries to conduct their business as presently conducted, except where the failure to obtain any such approvals, authorization, certificates, consents, licenses, orders and permits or other similar authorizations would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect. "Environmental Laws" shall mean all applicable foreign, federal, state and local laws relating to the protection of the environment including, without limitation, all requirements pertaining to reporting, licensing, permitting, controlling, investigating or remediating emissions, discharges, releases or threatened releases of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, materials or wastes, whether solid, liquid or gaseous in nature, into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous substances, chemical substances, pollutants, contaminants or toxic substances, material or wastes, whether solid, liquid or gaseous in nature. The Company and each of its Subsidiaries are also in compliance with all requirements, limitations, restrictions, conditions, standards, schedules and timetables required or imposed under all Environmental Laws, except as would not, individually or in the aggregate, reasonably be expected to have or result in a Material Adverse Effect.

(p) Books and Records; Internal Accounting Controls. The Company is in material compliance with all provisions of the Sarbanes-Oxley Act of 2002 which are applicable to it as of the Closing Date. The Company and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and designed such disclosure controls and procedures to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms. The Company's certifying officers have evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the Company's most recently filed periodic report under the Exchange Act (such date, the "Evaluation Date"). The Company presented in its most recently filed periodic report under the Exchange Act the

conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date. Since the Evaluation Date, there have been no changes in the Company's internal control over financial reporting (as such term is defined in the Exchange Act).

(q) Material Agreements. True, complete and correct copies of each material contract of the Company or any Subsidiary required to be filed on a Current Report on Form 8-K, a Quarterly Report on Form 10-Q, or an Annual Report on Form 10-K, in each case pursuant to Item 601(a) and Item 601(b)(10) of Regulation S-K under the Exchange Act (the "Company Material Agreements") are attached or incorporated as exhibits to the Commission Documents.

(r) Transactions with Affiliates. There are no loans, leases, agreements, contracts, royalty agreements, management contracts or arrangements or other continuing transactions between (a) the Company, any Subsidiary or any of their respective customers or suppliers on the one hand, and (b) on the other hand, any officer, employee, consultant or director of the Company, or any of its Subsidiaries, or any person or entity owning at least 5% of the outstanding capital stock of the Company or any Subsidiary or any member of the immediate family of such officer, employee, consultant, director or stockholder or any corporation or other entity controlled by such officer, employee, consultant, director or stockholder, or a member of the immediate family of such officer, employee, consultant, director or stockholder which, in each case, is required to be disclosed in the Commission Documents or in the Company's most recently filed definitive proxy statement on Schedule 14A, that is not so disclosed in the Commission Documents or in such proxy statement.

(s) Investment Company Act Status. The Company is not, and as a result of and immediately upon the Closing will not be, required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(t) Independent Nature of Purchasers. Based on the representations and agreements of the Purchasers contained herein, the Company acknowledges that the obligations of each Purchaser to purchase or acquire the Securities or the Stock Amortization Shares under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of such obligations of the other Purchaser under this Agreement. The Company acknowledges that each Purchaser shall be entitled to independently protect and enforce its rights arising under this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

(u) Dilutive Effect. Subject to the terms of this Agreement and the Indenture, the Company understands and acknowledges that the issuance of the Shares or any Stock Amortization Shares pursuant to this Agreement may not be restricted due to the dilutive effect that such issuance may have on the ownership interest of other shareholders of the Company.

(v) DTC Status. The Company's transfer agent is a participant in and the Common Stock is eligible for transfer pursuant to the Depository Trust Company's Fast Automated Securities Transfer Program. The Company's transfer agent is The Bank of New York Mellon.

(w) Trading Activities. It is understood and acknowledged by the Company that, except as provided in Section 4.1 of this Agreement, no Purchaser has been asked to agree, nor has any Purchaser agreed, to desist from purchasing or selling, long and/or short, securities of the Company or "derivative" securities based on securities issued by the Company or to hold the Securities or Stock Amortization Shares for any specified term. The Company further understands and acknowledges that one or more Purchasers may independently engage in hedging and/or trading activities, in compliance with applicable federal and state securities laws, at various times during the period that the Securities or Stock Amortization Shares are outstanding, including, without limitation, during the periods that the value of the Stock Amortization Shares are being determined. The Company understands and acknowledges that such hedging and/or trading activities, if any, can reduce the value of the existing stockholders' equity interest in the Company both at and after the time the hedging and/or trading activities are being conducted.

(x) Registration Statement; WKSI Status.

(i) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the knowledge of the Company, threatened by the Commission. Upon the filing of any appropriate Prospectus Supplements with the Commission and issuance and delivery to the Purchasers, the Securities and the Stock Amortization Shares shall be free of any restriction on transferability under federal securities laws and state "Blue Sky" laws, and any certificates or other instruments evidencing or representing the Securities and Stock Amortization Shares shall be free of any restrictive legend.

(ii) At the date hereof, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement. The Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder. The Company is not an "ineligible issuer" in connection with the Offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any Issuer Free Writing Prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each Issuer Free Writing Prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder.

(y) Listing. The Company is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange (the "Principal Market").

2.2. Representations and Warranties of the Purchasers. Each of the Purchasers hereby represents and warrants to the Company with respect solely to itself and not with respect to any other Purchaser as follows as of the date hereof and as of the Closing Date:

(a) Organization and Standing of the Purchasers. If the Purchaser is an entity, such Purchaser is a corporation, limited liability company, partnership or limited partnership duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) Authorization and Power. Each Purchaser has the requisite power and authority to enter into and perform the Transaction Documents and to purchase the Securities and Stock Amortization Shares being sold to it hereunder. The execution, delivery and performance of the Transaction Documents by each Purchaser and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of such Purchaser or its board of directors, stockholders, members or partners, as the case may be, is required. When executed and delivered by the Purchasers, the Transaction Documents shall constitute valid and binding obligations of each Purchaser enforceable against such Purchaser in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

(c) No Conflicts. The execution, delivery and performance by each Purchaser of the Transaction Documents to which it is a party and the consummation by each Purchaser of the transactions contemplated hereby and thereby will not (i) result in a violation of the organizational documents of the Purchaser or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Purchaser is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws) applicable to the Purchaser, except in the case of clauses (ii) and (iii) above, for such conflicts, defaults, rights or violations that would not, individually or in the aggregate, reasonably be expected to have or result in a material adverse effect on the ability of the Purchaser to perform its obligations hereunder. Each Purchaser has complied with all applicable federal and state securities laws in connection with the Offering and its acquisition and disposition of any shares of Common Stock of the Company.

(d) Independent Nature. Each Purchaser, or Purchasers under common management, have independently participated in the negotiation of the transactions contemplated hereby. Each Purchaser, or Purchasers under common management, are purchasing or acquiring the Securities and will acquire any Stock Amortization Shares issued pursuant to the provisions of this Agreement for its or their own account and with its or their own funds and each Purchaser, or Purchasers under common management, is or are exercising its or their own judgment with respect to the transactions contemplated hereby.

(e) Certain Fees. No Purchaser has employed any broker or finder or incurred any liability for any brokerage or investment banking fees, commissions, finders' structuring fees, financial advisory fees or other similar fees in connection with the Transaction Documents.

ARTICLE 3

COVENANTS AND AGREEMENTS OF THE COMPANY

Unless otherwise specified in this Article, for so long as any Notes have not been paid in full, the Company covenants with each Purchaser as follows, which covenants are for the benefit of each Purchaser and their respective permitted assignees.

3.1. Issuance of the Shares. The Company will issue the Shares to the Purchaser promptly following the last day of the Pricing Period, but in any event not later than three Trading Days immediately following the last day of the Pricing Period (the "Share Issuance Date").

3.2. Compliance with Laws; Commission. So long as the Notes are outstanding, the Company shall take all necessary actions and proceedings as may be required and permitted by applicable law, rule and regulation, for the legal and valid issuance (free from any restriction on transferability under federal securities laws or state "Blue Sky" laws) of the Securities and the Stock Amortization Shares to the Purchasers.

3.3. Registration and Listing. So long as the Notes are outstanding, the Company will use its best efforts to cause its Common Stock to continue to be registered under Sections 12 of the Exchange Act, to comply in all respects with its reporting and filing obligations under the Exchange Act and to not take any action or file any document (whether or not permitted by the Securities Act or the rules promulgated thereunder) to terminate or suspend such registration or to terminate or suspend its reporting and filing obligations under the Exchange Act or Securities Act even if the rules and regulations thereunder would permit such termination. The Company will use its best efforts to continue the listing or trading of its Common Stock on the Principal Market.

3.4. Keeping of Records and Books of Account. So long as the Notes are outstanding, the Company shall keep adequate records and books of account, in which complete entries will be made in accordance with GAAP consistently applied.

3.5. Disclosure of Transaction. The Company shall file with the Commission a Current Report on Form 8-K (the "Form 8-K") as soon as practicable following the Closing Date but in no event more than four business days following the Closing Date (the "Announcement Date"), which shall attach as exhibits all press releases relating to the transactions contemplated by this Agreement and the Transaction Documents. The Company acknowledges that upon the filing of the Form 8-K no Purchaser shall be deemed to be in possession of any material, non-public information regarding the Company provided to it by the Company or any other person on behalf of the Company. Notwithstanding any failure by the Company to comply with its obligation to file the Form 8-K by the Announcement Date pursuant to this Section 3.5 following the Announcement Date, no Purchaser shall be deemed (A) to have any obligation of

confidentiality with respect to any information of the Company provided to such Purchaser by the Company and/or (B) to be in breach of any duty to the Company and/or to have misappropriated any information of the Company if such Purchaser engages in transactions in securities of the Company, including, without limitation, any hedging transactions, short sales or derivative transactions based on securities of the Company, while in possession of such information.

3.6. Disclosure of Material Information; No Obligation of Confidentiality. The Company covenants and agrees that neither it nor any other person or entity acting on its behalf has provided or will provide any Purchaser or its agents or counsel with any information that the Company believes constitutes material non-public information. The Company understands and confirms that each Purchaser shall be relying on the foregoing covenant and agreement in effecting transactions in securities of the Company, and based on such covenant and agreement, unless otherwise expressly agreed in writing by such Purchaser: (i) such Purchaser does not have any obligation of confidentiality with respect to any information that the Company provides to such Purchaser; and (ii) such Purchaser shall not be deemed to be in breach of any duty to the Company and/or to have misappropriated any non-public information of the Company, if such Purchaser engages in transactions of securities of the Company, including, without limitation, any hedging transactions, short sales and/or any derivative transactions based on securities of the Company while in possession of such non-public information.

3.7. NYSE Rule. Notwithstanding any other provision of this Agreement or any other Transaction Document, the total number of Shares and Stock Amortization Shares issuable under the Transaction Documents at prices below the book or market value of the Common Stock on the date hereof shall be no more than 19.9% of the Common Stock issued and outstanding on the date hereof, which number shall be subject to readjustment for any stock split, stock dividend or reclassification of the Common Stock.

ARTICLE 4

COVENANTS OF THE PURCHASERS

4.1. Compliance with Federal Securities Laws. Each Purchaser acknowledges that it is such Purchaser's obligation to comply at all times with applicable federal and state securities laws and regulations in connection with transactions in securities of the Company and that the Company is not responsible in any way for assuring such compliance by the Purchasers.

4.2. Independent Nature. Each Purchaser, or Purchasers under common management, covenant and agree that it or they will acquire any Stock Amortization Shares issued pursuant to the provisions of this Agreement for its or their own account and with its or their own funds and that it or they will at all times exercise its or their own judgment with respect to the transactions contemplated hereby.

ARTICLE 5

CONDITIONS

5.1. Conditions Precedent to the Obligation of the Company to Close and to Sell the Securities. The obligation hereunder of the Company to close and issue and sell the Securities to the Purchasers at the Closing is subject to the satisfaction or waiver, at or before the Closing, of the conditions set forth below. These conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion.

(a) Accuracy of the Purchasers' Representations and Warranties. The representations and warranties of each Purchaser shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time, except for representations and warranties that are expressly made as of a particular date, which shall be true and correct in all material respects as of such date.

(b) Performance by the Purchasers. Each Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Purchasers at or prior to the Closing Date.

(c) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(d) Delivery of Purchase Price. Each Purchaser shall have delivered to the Company its Purchase Price for the Securities purchased by such Purchaser.

(e) Delivery of Transaction Documents. The Transaction Documents shall have been duly executed and delivered by the Purchasers to the Company.

5.2. Conditions Precedent to the Obligation of the Purchasers to Close and to Purchase the Securities. The obligation hereunder of the Purchasers to purchase the Securities and consummate the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or before the Closing, of each of the conditions set forth below. These conditions are for the Purchasers' sole benefit and may be waived by the Purchasers at any time in their sole discretion.

(a) Accuracy of the Company's Representations and Warranties. The representations and warranties of the Company in this Agreement and the other Transaction Documents shall be true and correct in all respects as of the date when made and as of the Closing Date, except for representations and warranties that speak as of a particular date, which shall be true and correct in all respects as of such date.

(b) Performance by the Company. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions

required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing Date.

(c) Prospectus: Registration Statement. The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Securities Act within the applicable time period prescribed for such filing by the rules and regulations under the Securities Act; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the Company's knowledge, threatened by the Commission and no notice of objection by the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401 (g)(2) under the Securities Act shall have been received; no stop order suspending or preventing the use of the Prospectus shall have been initiated or threatened by the Commission.

(d) No Suspension, Etc. The shares of Common Stock (i) shall be designated for quotation or listed on the Principal Market and (ii) shall not have been suspended, as of the Closing Date, by the Commission or the Principal Market from trading on the Principal Market nor shall suspension by the Commission or the Principal Market have been threatened, as of the Closing Date, either (A) in writing by the Commission or the Principal Market or (B) by falling below the minimum listing maintenance requirements of the Principal Market.

(e) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement.

(f) No Proceedings or Litigation. No action, suit or proceeding before any arbitrator or any governmental authority shall have been commenced, and no investigation by any governmental authority shall have been threatened, against the Company or any Subsidiary, or any of the Company or any Subsidiary or any Purchaser, or any such Purchaser's officers, directors or affiliates, seeking to restrain, prevent or change the transactions contemplated by this Agreement, or seeking damages in connection with such transactions.

(g) Opinion of Counsel. The Purchasers shall have received an opinion of special Idaho counsel to the Company, dated the Closing Date, with respect to the valid existence of the Company and the due authorization, execution and delivery of the Transaction Documents by the Company, and an opinion of special New York counsel to the Company, dated the Closing Date, with respect to the legality, validity and binding effect of the Transaction Documents under New York law, in each case as shall be reasonably acceptable to counsel to the Purchasers.

(h) Notes. At or prior to the Closing, the Company shall have delivered the Notes (in such denominations as each Purchaser may request) to the DTC account of each Purchaser provided to the Company in writing.

(i) Secretary's Certificate. The Company shall have delivered to the Purchasers a certificate, signed by the Secretary of the Company and dated as of the Closing Date, as to (i) the resolutions adopted by its Board of Directors approving the transactions

contemplated hereby, (ii) its articles of incorporation, (iii) its bylaws, each as in effect at the Closing Date, and (iv) the authority and incumbency of the officers executing the Transaction Documents and any other documents required to be executed or delivered in connection therewith.

(j) Officer's Certificate. On the Closing Date, the Company shall have delivered to the Purchasers a certificate signed by an executive officer on behalf of the Company, dated as of the Closing Date, confirming the accuracy of the Company's representations, warranties and its performance of covenants as of the Closing Date and confirming the compliance by the Company with the conditions precedent set forth in this Section 5.2 as of the Closing Date.

(k) Material Adverse Effect. No change having a Material Adverse Effect shall have occurred.

(l) Listing Application. The Shares shall have been approved for listing on the Principal Market, subject only to official notice of issuance.

(m) Approvals. Except for any approvals of the Board of Directors of the Company of each issuance of Stock Amortization Shares at the time such shares are issued pursuant to the Notes pursuant to Idaho law, the Company has obtained all required consents and approvals of its Board of Directors and shareholders to execute, deliver and perform the Transaction Documents, including without limitation the Notes.

(n) CUSIPs. The Company shall have obtained a CUSIP number for the Notes from CUSIP Global Services.

ARTICLE 6

INDEMNIFICATION

6.1. General Indemnity. The Company agrees to indemnify and hold harmless each Purchaser and its respective directors, officers, affiliates, members, managers, employees, agents, successors and assigns (collectively, "Indemnified Parties") from and against any and all losses, liabilities, deficiencies, costs, damages and expenses (including, without limitation, reasonable attorneys' fees, charges and disbursements) incurred by any Indemnified Party as a result of, arising out of or based upon (i) any inaccuracy in or breach of the Company's representations or warranties in this Agreement; (ii) the Company's breach of agreements or covenants made by the Company in this Agreement or any Transaction Document; (iii) any third party claims arising out of or resulting from the transactions contemplated by this Agreement or any other Transaction Document (unless such claim is based upon conduct by such Indemnified Party that constitutes fraud, gross negligence or willful misconduct); or (iv) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus, any Prospectus Supplement or any preliminary prospectus, or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages, liabilities or judgments are caused by any such untrue statement or omission or

alleged untrue statement or omission based upon information relating to any Purchaser furnished in writing to the Company by or on behalf of any Purchaser.

6.2. Indemnification Procedure. With respect to any third-party claims giving rise to a claim for indemnification, the Indemnified Party will give written notice to the Company of such third party claim; *provided*, that the failure of any party entitled to indemnification hereunder to give notice as provided herein shall not relieve the Company of its obligations under this Article 6 except to the extent that the Company is prejudiced by such failure to give notice. In case any such action, proceeding or claim is brought against an Indemnified Party in respect of which indemnification is sought hereunder, the Company shall be entitled to participate in and, unless in the reasonable judgment of the Indemnified Party a conflict of interest between it and the Indemnified Party exists with respect to such action, proceeding or claim (in which case the Company shall be responsible for the reasonable fees and expenses of one separate counsel for the Indemnified Parties), to assume the defense thereof with counsel satisfactory to the Indemnified Party. In the event that the Company advises an Indemnified Party that it will not contest such a claim for indemnification hereunder, or fails, within 10 days of receipt of any indemnification notice to notify, in writing, such person or entity of its election to defend, settle or compromise any action, proceeding or claim (or discontinues its defense at any time after it commences such defense), then the Indemnified Party may, at its option, defend, settle or otherwise compromise or pay such action or claim. In any event, unless and until the Company elects in writing to assume and does so assume the defense of any such claim, proceeding or action, the Indemnified Party's reasonable costs and expenses arising out of the defense, settlement or compromise of any such action, claim or proceeding shall be losses subject to indemnification hereunder. The Company shall keep the Indemnified Party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. If the Company elects to defend any such action or claim, then the Indemnified Party shall be entitled to participate in such defense with counsel of its choice at its sole cost and expense. Notwithstanding anything in this Article 6 to the contrary, the Company shall not, without the Indemnified Party's prior written consent, settle or compromise any claim or consent to entry of any judgment in respect thereof. The indemnification obligations to defend the Indemnified Party required by this Article 6 shall be made by periodic payments of the amount thereof during the course of investigation or defense, as and when bills are received or expense, loss, damage or liability is incurred, so long as the Indemnified Party shall refund such moneys if it is ultimately determined by a court of competent jurisdiction that such party was not entitled to indemnification. The indemnity agreements contained herein shall be in addition to (a) any cause of action or similar rights of the Indemnified Party against the Company or others, and (b) any liabilities the Company may be subject to pursuant to the law.

ARTICLE 7

MISCELLANEOUS

7.1. Fees and Expenses. The Company shall reimburse each Purchaser for the reasonable costs and expenses incurred by such Purchaser in connection with the negotiation, drafting and execution of the Transaction Documents and the transactions contemplated thereby (including the reasonable legal fees, travel, disbursements and due diligence in connection therewith and the reasonable fees incurred in connection with any necessary regulatory filings

and clearances); *provided, however*, that the amount of such costs and expenses due to the Purchasers shall be reduced by an amount equal to $35,000, which has been previously advanced to the Purchasers. In addition, the Company shall pay all reasonable fees and expenses incurred by any Purchaser in connection with the enforcement of this Agreement or any of the other Transaction Documents, including, without limitation, all reasonable attorneys' fees and expenses; *provided*, *however*, that in the event that the enforcement of this Agreement is contested and it is finally judicially determined that such Purchaser was not entitled to the enforcement of the Transaction Document sought, then the Purchaser seeking enforcement shall reimburse the Company for all fees and expenses paid pursuant to this sentence. The Company shall be responsible for its own fees and expenses incurred in connection with the transactions contemplated by this Agreement. The Company shall pay all fees of its transfer agent, stamp taxes and other taxes and duties levied in connection with the delivery of the Securities and Stock Amortization Shares to each Purchaser.

7.2. Specific Performance; Consent to Jurisdiction; Venue.

(a) The Company and the Purchasers acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement or the other Transaction Documents were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement or the other Transaction Documents and to (subject to the terms of the Indenture) specifically the terms and provisions hereof or thereof without the requirement of posting a bond or providing any other security, this being in addition to any other remedy to which any of them may be entitled by law or equity.

(b) The parties agree that venue for any dispute arising under this Agreement will lie exclusively in the state or federal courts located in New York County, New York, and the parties irrevocably waive any right to raise forum non conveniens or any other argument that New York is not the proper venue. The parties irrevocably consent to personal jurisdiction in the state and federal courts in New York County of the state of New York. The Company and each Purchaser consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 7.2 shall affect or limit any right to serve process in any other manner permitted by law. The parties hereby waive all rights to a trial by jury.

7.3. Amendment. No provision of this Agreement may be waived or amended except in a written instrument signed, by the party against whom enforcement of any such waiver or amendment is sought; *provided*, that if any Purchaser is materially adversely affected by such waiver or amendment, such waiver or amendment shall not be effective without the written consent of the adversely affected Purchaser.

7.4. Notices. Any notice, demand, request, waiver or other communication required or permitted to be given hereunder shall be in writing and shall be effective (a) upon hand delivery by telecopy or facsimile at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first

business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur or (c) upon delivery by e-mail (if delivered on a Business Day during normal business hours where such notice is to be received) upon recipient's actual receipt and acknowledgement of such e-mail. The addresses for such communications shall be:

If to the Company:	Coeur d'Alene Mines Corporation 505 Front Ave., P. O. Box "I" Coeur d'Alene, Idaho 83816 Attention: Kelli Kast Telephone No.: (208) 665-0770 Facsimile No.: (208) 667-2213 E-mail: kkast@coeur.com
with a copy to:	Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166-0193 Attention: Steven R. Finley Telephone No.: (212) 351-3920 Facsimile No.: (212) 351-5226 E-mail: sfinley@gibsondunn.com
If to any Purchaser:	At the address of such Purchaser set forth on Exhibit A to this Agreement
With a copy to (which shall not constitute notice):	Kleinberg, Kaplan, Wolff & Cohen, P.C. 551 Fifth Avenue, 18th Floor New York, New York 10176 Attention: Stephen M. Schultz, Esq. Telephone No.: (212) 986-6000 Telecopy No.: (212) 986-8866 E-mail: sschultz@kkwc.com

Any party hereto may from time to time change its address for notices by giving written notice of such changed address to the other party hereto.

7.5. Waivers. No waiver by either party of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. No consideration shall be offered or paid to any Purchaser to

amend or waive or modify any provision of this Agreement unless the same consideration is also offered to all of the parties to this Agreement then holding Notes or Additional Notes. This provision constitutes a separate right granted to each Purchaser by the Company and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase disposition or voting of Securities, the Stock Amortization Shares or otherwise.

7.6. Headings. The article, section and subsection headings in this Agreement are for convenience only and shall not constitute a part of this Agreement for any other purpose and shall not be deemed to limit or affect any of the provisions hereof.

7.7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Each Purchaser may assign the Notes and its rights under this Agreement and the other Transaction Documents and any other rights hereto and thereto without the consent of the Company. The Company may not assign or delegate any of its rights or obligations hereunder or under any Transaction Document.

7.8. No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.

7.9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any of the conflicts of law principles which would result in the application of the substantive law of another jurisdiction. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

7.10. Survival. The representations and warranties of the Company under the Transaction Documents shall survive the execution and delivery hereof until eighteen (18) months after the Closing Date, except that the representations and warranties set forth in Section 2.1(b) shall survive indefinitely.

7.11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart.

7.12. Publicity. The Company agrees that it will not disclose, and will not include in any public announcement, the names of the Purchasers without the consent of the Purchasers, which consent shall not be unreasonably withheld or delayed, or unless and until such disclosure is required by law, rule or applicable regulation, and then only to the extent of such requirement. Notwithstanding the foregoing, the Purchasers consent to being identified in any filings the Company makes with the Commission to the extent required by law or the rules and regulations of the Commission.

7.13. Severability. The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not

affect any other provision or part of a provision of this Agreement and this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of such provision, had never been contained herein, so that such provisions would be valid, legal and enforceable to the maximum extent possible.

7.14. Further Assurances. From and after the date of this Agreement, upon the request of the Purchasers or the Company, the Company and each Purchaser shall execute and deliver such instruments, documents and other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement and the other Transaction Documents

7.15. Independent Nature of Purchasers' Obligations and Rights. The rights and obligations of each Purchaser under any Transaction Document are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchaser as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. Each Purchaser hereby represents, and based on such representation the Company acknowledges and agrees, that each Purchaser has independently participated in the negotiation of the transaction contemplated hereby. Based on the foregoing, each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose

7.16. Time Is of the Essence. Time is of the essence of this Agreement and each Transaction Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized officers as of the date first above written.

COEUR D'ALENE MINES CORPORATION

By: /s/ Mitchell J. Krebs
Name: Mitchell J. Krebs
Title: Senior Vice President and
Chief Financial Officer

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

SONOMA CAPITAL OFFSHORE, LTD

By: /s/ Jeffrey Thorp
Name: Jeffrey Thorp
Title: Authorized Agent

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

SONOMA CAPITAL, L.P.

By its General Partner, SONOMA CAPITAL, LLC

By: /s/ Jeffrey Thorp
Name: Jeffrey Thorp
Title: Managing Member

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

JGB CAPITAL L.P.

By: /s/ Brett Cohen
Name: Brett Cohen
Title: Director

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

JGB CAPITAL OFFSHORE LTD.

By: /s/ Brett Cohen
Name: Brett Cohen
Title: Director

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

SAMC LLC

By: /s/ Brett Cohen
Name: Brett Cohen
Title: Director

[SIGNATURE PAGES CONTINUE]

[PURCHASER SIGNATURE PAGES TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MANCHESTER SECURITIES CORP

By: /s/ Elliot Greenberg
Name: Elliot Greenberg
Title: Vice President

EXHIBIT A

LIST OF PURCHASERS AND PURCHASE PRICE

Name of Purchaser and Address for Notice	Shares/Notes	Purchase Price
1. SONOMA CAPITAL OFFSHORE, LTD. P.O. BOX 309, Ugland House Grand Cayman, KY1-1104 Cayman Islands With a copy to: 805 Third Ave., 16th Floor New York, NY 10022 Attn.: Jeffrey Thorp Telephone: (212) 897-8050 Facsimile: (212) 897-8051 E-mail address: jthorp@sonomacm.com	Notes: $25,000,000 Shares: $937,500 divided by the Per Share Purchase Price	$25,000,000
2. SONOMA CAPITAL, L.P. 805 Third Ave., 16th Floor New York, NY 10022 Attn.: Jeffrey Thorp Telephone: (212) 897-8050 Facsimile: (212) 897-8051 E-mail address: jthorp@sonomacm.com	Notes: $25,000,000 Shares: $937,500 divided by the Per Share Purchase Price	$25,000,000
3. MANCHESTER SECURITIES CORP Address for notices: c/o Elliott Management Corporation 712 Fifth Ave., 36th Floor New York, NY 10019 Attn: Michael Stephan Telephone: (212) 974-6000 Facsimile: (212) 478-2311 E-mail address: mstephan@elliottmgmt.com	Notes: $40,000,000 Shares: $1,500,000 divided by the Per Share Purchase Price	$40,000,000
4. JGB CAPITAL LP 400 Madison Ave., 8th Floor, Suite 8D New York, NY 10017 Attn: Eric Gingold, CFO Telephone: (212) 355-5771 Facsimile: (212) 253-4093	Notes: $1,000,000 Shares: $37,500 divided by the Per Share Purchase Price	$1,000,000

Name of Purchaser and Address for Notice	Shares/Notes	Purchase Price
5. JGB CAPITAL OFFSHORE LTD. Clifton House, 75 Fort Street George Town, Grand Cayman Cayman Islands Attn: Eric Gingold, CFO Telephone: (212) 355-5771 Facsimile: (212) 253-4093	Notes: $4,000,000 Shares: $150,000 divided by the Per Share Purchase Price	$4,000,000
6. SAMC LLC 660 Madison Ave., 20th Floor New York, NY 10021 Attn: Eric Gingold, CFO Telephone: (212) 355-5771 Facsimile: (212) 253-4093	Notes: $5,000,000 Shares: $187,500 divided by the Per Share Purchase Price	$5,000,000

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Exhibit 99.1

COEUR
THE PRECIOUS METALS COMPANY

NEWS RELEASE

Coeur Completes Sale of $100 Million of Senior Unsecured Notes

COEUR D'ALENE, Idaho, Feb 05, 2010 (BUSINESS WIRE) — Coeur d'Alene Mines Corporation (NYSE:CDE) (TSX:CDM) (ASX:CXC) today announced that it has completed the sale of $100 million of senior unsecured notes (the "Notes") under its effective shelf registration statement on file with the U.S. Securities and Exchange Commission. In conjunction with the sale of the Notes, the Company also sold shares of its common stock valued at $3.75 million.

Mitchell J. Krebs, Coeur's Chief Financial Officer, commented, "The proceeds of these notes will be used in part to fund Coeur's main capital priorities in 2010, including construction of a final tailings dam and underground development at the Palmarejo silver and gold mine in Mexico as well as other projects to support the Company's continued growth."

The principal of the notes is payable in twelve equal quarterly installments, with the first such installment due on March 31, 2010. Coeur has the option of paying amounts due on the notes in cash, shares of common stock or a combination of cash and shares of common stock. The stated interest rate on the notes is 6.50%, but the payments for principal and interest due on any payment date will be computed to give effect to recent share prices, valuing Coeur's shares of common stock at 90% of a weighted average share price over a pricing period ending shortly before the payment date. The effect of this computation will be to cause the amount actually due for both principal and interest to be greater than the stated amounts.

The Company will file a prospectus supplement with the Securities and Exchange Commission relating to the offering of the notes and the shares of common stock. This press release shall not constitute an offer to sell or a solicitation of an offer to buy notes nor shall there be any sale of such securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. A copy of the prospectus supplement may be obtained upon written request to the Company at 505 Front Avenue, P.O. Box I, Coeur d'Alene, Idaho 83816.

About Coeur

Coeur d'Alene Mines Corporation is one of the world's leading silver companies and also a significant gold producer. The Company's three new long-life mines include the San Bartolomé silver mine in Bolivia, the Palmarejo silver/gold mine in Mexico, which began

operations in 2009, and the Kensington gold mine in Alaska, which is expected to begin operations in the third quarter of 2010. The Company also operates underground mines in southern Chile and Argentina and one surface mine in Nevada; and owns a non-operating interest in a low-cost mine in Australia. The Company conducts exploration activities in Alaska, Argentina, Chile and Mexico. Coeur common shares are traded on the New York Stock Exchange under the symbol CDE, the Toronto Stock Exchange under the symbol CDM, and its CHESS Depositary Interests are traded on the Australian Securities Exchange under symbol CXC.

Photos of operations and projects and other information can be accessed through the company website at www.coeur.com.

Cautionary Statement

This press release may contain forward-looking statements within the meaning of securities legislation in the United States, Canada, and Australia, including statements regarding the offering and the use of the net proceeds from the offering. These forward-looking statements involve risks and uncertainties. Factors that could cause actual events to differ materially from those predicted in such forward-looking statements include market conditions, potential fluctuations in the Company's stock price, management's broad discretion over the use of the net proceeds of the offering, changes in U.S. generally accepted accounting principles or in their interpretation. Certain of these risks and others are detailed from time to time in the Company's periodic reports filed with the Securities and Exchange Commission and in the registration statement. Coeur disclaims any intent or obligation to update publicly such forward-looking statements, whether as a result of new information, future events or otherwise. Additionally, Coeur undertakes no obligation to comment on analyses, expectations or statements made by third parties in respect of Coeur, its financial or operating results or its securities.

Investors
Director of Investor Relations
Karli Anderson, 208-665-0345
or
Media
Director of Corporate Communications
Tony Ebersole, 208-665-0777