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Filename: cmw3943.htm
Type: 8-K
Comment/Description: Current Report
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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 and Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 31, 2008

COEUR D'ALENE MINES CORPORATION

(Exact name of Registrant as specified in its charter)

Idaho
(State or Other Jurisdiction of
Incorporation)

1-8641
(Commission File Number)

84-0109423
(I.R.S. Employer
Identification No.)

**505 Front Avenue,
Coeur d'Alene, Idaho**
(Address of Principal Executive Office)

83814
(Zip Code)

Registrant's telephone number, including area code: **(208) 667-3511**

Not Applicable

(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:

- ☐ 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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**(e) Compensatory Arrangements of Certain Officers**

Effective December 31, 2008, Coeur d'Alene Mines Corporation ("Coeur" or the "Company") entered into amended and restated employment agreements with Dennis E. Wheeler, the Company's Chairman, President and Chief Executive Officer, Mitchell J. Krebs, the Company's Senior Vice President, Chief Financial Officer and Treasurer, Donald J. Birak, the Company's Senior Vice President – Exploration and Alan L. Wilder, the Company's Senior Vice President – Project Development. Each employment agreement was amended and restated primarily to comply with Internal Revenue Code Section 409A. In addition, the amended and restated employment agreements reflect the current base salaries and bonuses which such officers are eligible to receive under the Company's Annual Incentive Plan and Long-Term Incentive Plan. Copies of such amended and restated employment agreements are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits.**

The following exhibits are filed herewith:

| | |
|--------------|--|
| Exhibit 10.1 | Second Amended and Restated Employment Agreement, between the Registrant and Dennis E. Wheeler, dated as of December 31, 2008. |
| Exhibit 10.2 | Amended and Restated Employment Agreement, between the Registrant and Mitchell J. Krebs, dated as of December 31, 2008. |
| Exhibit 10.3 | Amended and Restated Employment Agreement, between the Registrant and Donald J. Birak, dated as of December 31, 2008. |
| Exhibit 10.4 | Amended and Restated Employment Agreement, between the Registrant and Alan L. Wilder, dated as of December 31, 2008. |

SIGNATURES

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 thereunto duly authorized.

COEUR D'ALENE MINES CORPORATION
(Registrant)

Dated: January 6, 2009

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

Filename: cmw3943a.htm
Type: EX-10.1
Comment/Description: Second Amended and
Restated Employment Agmt. -
Wheeler

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**Second Amended and Restated
Employment Agreement**

This Second Amended and Restated Employment Agreement (this "Agreement") is made this 31st day of December, 2008, between Coeur d'Alene Mines Corporation ("Company") and Dennis E. Wheeler ("Wheeler").

WITNESSETH:

In consideration of the mutual promises and covenants herein contained to be kept and performed by the parties hereto, the parties agree as follows:

1. Employment. The Company has heretofore, and hereby does, employ Wheeler as Chairman, President and Chief Executive Officer of Company, and Wheeler accepts such employment, on the terms and conditions of this Agreement.
2. Term Of Employment. The term of Wheeler's employment under this Agreement commenced on June 1, 2002 and shall continue, unless terminated pursuant to Sections 8 or 9, until the 31st day of December, 2010 (the "Term"). The Term shall automatically terminate upon any termination of Wheeler's employment pursuant to Sections 8 or 9 (such date the "Date of Termination").
3. Compensation and Benefits. During the Term, Wheeler shall be entitled to the following:
 - (a) Effective January 1, 2008, a base salary of \$587,633 annually (the "Base Salary"), payable in accordance with the Company's standard payroll practices as in effect from time to time, subject to review during the Term by the Compensation Committee (the "Committee") of the Board of Directors of the Company (the "Board"), and any higher salary to become the Base Salary for the purposes of this provision;
 - (b) Participation in the Company's Annual Incentive Plan (or any successor thereto), with a target bonus opportunity determined each year during the Term by the Committee;
 - (c) Participation in such other compensation and benefits that may be made available by the Company in the discretion of the Board or the Committee, presently consisting of the Company's 2003 Long-Term Incentive Plan (or any successor thereto) and the Company's Defined Contribution and 401(k) Retirement Plan (or any successor thereto), it being understood that Wheeler shall be a participant in all compensation and benefit programs, including welfare benefit plans, which exist for the executive staff of the Company; and
 - (d) In addition to Wheeler's participation in any retirement plan provided to the Company's executive staff, Company shall provide Wheeler with a supplemental retirement plan designed to afford reimbursement for tax-qualified retirement benefits lost due to ERISA limitations.
 - (e) Reimbursement each year from the Company for an annual physical performed by Dr. Howard Maron of Seattle, Washington or such other physician as Wheeler may choose in his sole discretion, such reimbursements to be paid no later than December 31 of the year following the year in which the expense is incurred.

4. Duties. During the Term Wheeler shall be employed as the Chief Executive Officer of the Company. Wheeler's powers, duties, rights and responsibilities shall be those described in the by-laws of the Company for the President and Chief Executive Officer and/or as determined by the Board. During the Term, at the Board's request, Wheeler shall also serve the Company and/or its subsidiaries in other offices and capacities in addition to the foregoing, without payment of any additional remuneration.

Wheeler's services shall be rendered, primarily, in the Company's offices in Coeur d'Alene, and he shall not be required, without his consent, to move his residence, or to move the executive offices, outside of the City of Coeur d'Alene.

Wheeler shall devote his best efforts and substantially all of his time during normal business hours to advance the interests of the Company. He shall not engage in business activity in competition with the Company. He may, however, with prior consent of the Board, serve on the board of directors of other companies which are not in competition with the Company.

5. Expenses. Wheeler shall be entitled, at the end of each month during the Term, to reimbursement for his entertainment, travel, food, lodging, telephone and miscellaneous expenses incurred in connection with the performance of his duties, in each case, in accordance with and subject to the Company's expense reimbursement policy as in effect from time to time.

6. Vacations. Wheeler shall be entitled to four weeks of vacation during each calendar year of the Term, during which the compensation provided for herein shall be paid in full in accordance with the Company's vacation policy as applicable to the Company's executive staff. The vacation time shall be scheduled at the mutual convenience of the Company and Wheeler.

7. Disability. In the event Wheeler is unable to perform his services by reason of disability for a period of more than 90 continuous days, the salary, bonuses and incentive compensation which would otherwise be paid to him during the continued period or incapacity will be reduced by 50%. Upon return to full service such compensation will be restored. For the purpose of this Agreement, "disability" means the inability or incapacity due to physical or mental illness or injury to perform Wheeler's duties.

8. Employment Terminations. The Term and Wheeler's employment hereunder may be terminated by either party at any time and for any or no reason; provided that, except as set forth in this Section 8, each party will be required to give the other at least six months advance written notice of any termination of employment. Notwithstanding the foregoing, the Company may, in its sole discretion, waive the six-month notice period accelerate Wheeler's Date of Termination; however, Wheeler shall be entitled to receive all elements of compensation described in Section 3 for the full six-month notice period, subject to the eligibility and participation requirements of any qualified retirement plan, but in no event shall such acceleration be deemed a termination without Cause. Notwithstanding any other provision of this Agreement, the provisions of this Section 8 shall exclusively govern Wheeler's rights upon termination of employment with the Company.

(a) Retirement. The Term and Wheeler's employment hereunder shall terminate automatically upon Wheeler's termination of employment due to Retirement. For the purposes of this Agreement, "Retirement" means any termination of Wheeler's employment other than for Cause, by reason of death or Disability, or a termination by the Company without Cause or by Wheeler's resignation for Good Reason. In the event Wheeler's employment is terminated by reason of Retirement, the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, the Company shall be obligated to pay to Wheeler the following:

- (i) Base Salary through the Date of Termination;
- (ii) Notwithstanding anything in any bonus plan document to the contrary, an amount equal to 65% of Wheeler's Base Salary for the fiscal year in which the Date of Termination occurs multiplied by a fraction, the numerator of which is the number of completed days in the then-existing fiscal year through the Date of Termination, and the denominator of which is three hundred sixty-five, payable in lump sum within 60 days following the Date of Termination;
- (iii) Accrued but unused vacation pay through the Date of Termination; and
- (iv) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto).

(b) Death. The Term and Wheeler's employment hereunder shall terminate automatically upon Wheeler's death during the Term. In the event Wheeler's employment is terminated by reason of Wheeler's death, the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, the Company shall be obligated to pay to Wheeler's estate (or other designated beneficiary) the following:

- (i) Base Salary through the Date of Termination;
- (ii) Notwithstanding anything in any bonus plan document to the contrary, an amount equal to the target annual bonus Wheeler would otherwise have been entitled to with respect to the fiscal year in which the Date of Termination occurs multiplied by a fraction, the numerator of which is the number of completed days in the then-existing fiscal year through the Date of Termination, and the denominator of which is three hundred sixty-five, payable in lump sum within 60 days following the Date of Termination;

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- (iii) Accrued but unused vacation pay through the Date of Termination;
 - (iv) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto).

(c) Disability. The Term and Wheeler's employment hereunder may be terminated by the Company if Wheeler becomes physically or mentally incapacitated and is therefore unable to perform Wheeler's duties for a period of one hundred eighty total calendar days during any period of twelve consecutive months (or in the event of the Board's reasonable expectation that Wheeler's Disability will exist for more than a period of one hundred eighty calendar days) (such incapacity is hereinafter referred to as "Disability").

Such Disability to be determined by the Board upon receipt of and in reliance on competent medical advice from one or more individuals, selected by the Board, who are qualified to give such professional medical advice.

If Wheeler and the Company shall not be in agreement as to whether Wheeler has suffered a Disability for the purpose of this Agreement, the matter shall be referred to a panel of three (3) medical doctors, one of which shall be selected by Wheeler, one of which shall be selected by the Company, and one of which shall be selected by the two doctors as so selected, and the decision of a majority of the panel with respect to the question of whether Wheeler has suffered a Disability shall be binding upon Wheeler and the Company. The expenses of any such referral shall be borne by the Company. Wheeler will cooperate with reasonable requests for submission to medical examinations made by the Board pursuant to this Section 8(c).

It is expressly understood that the Disability of Wheeler for a period of one hundred eighty calendar days or less in the aggregate during any period of twelve consecutive months, in the absence of any reasonable expectation that his Disability will exist for more than such a period of time, shall not constitute a failure by him to perform his duties hereunder and shall not be deemed a breach or default and Wheeler shall receive full compensation for any such period of Disability or for any other temporary illness or incapacity during the term of this Agreement.

A termination for Disability shall become effective upon the end of a thirty-day notice period; provided, however, that Wheeler may not be terminated prior to a final determination made by the panel described above, if such panel is necessary. In the event Wheeler's employment is terminated by reason of his Disability, the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, the Company shall be obligated to pay to Wheeler (or Wheeler's personal representative) the following:

- (i) Base Salary through the Date of Termination;
- (ii) Accrued but unused vacation pay through the Date of Termination;

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- (iii) Provided that Wheeler executes a release of claims against the Company in a form reasonably satisfactory to the Company and such release becomes effective within 60 days following the Date of Termination, notwithstanding anything in any bonus plan document to the contrary, an amount equal to the target annual bonus Wheeler would otherwise have been entitled to with respect to the fiscal year in which the Date of Termination occurs multiplied by a fraction, the numerator of which is the number of completed days in the then-existing fiscal year through the Date of Termination, and the denominator of which is three hundred sixty-five, payable in lump sum within 30 days following the Date of Termination; and
 - (iv) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto).

(d) By the Company For Cause. The Term and Wheeler's employment hereunder may be terminated by the Company at any time for Cause (as defined below). In the event Wheeler's employment terminates pursuant to this Section 8(d), the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, the Company shall be obligated to pay to Wheeler the following:

- (i) Base Salary through the Date of Termination, payable within sixty days from the Date of Termination;
- (ii) Accrued but unused vacation pay through the Date of Termination, payable within sixty days from the Date of Termination; and
- (iii) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto).

For purposes of this Agreement, "Cause" is defined as follows:

- (i) Willful and continued failure of Wheeler to substantially perform his duties with the company (other than any such failure resulting from Disability or occurring after issuance by Wheeler of a Notice of Termination for Good Reason), after a written demand for substantial performance is delivered to Wheeler that specifically identifies the manner in which the Company believes that Wheeler has willfully failed to substantially perform his duties, and after Wheeler has failed to resume substantial performance of his duties on a continuous basis within thirty (30) calendar days of receiving such demand;
- (ii) Conviction of a felony involving a crime of moral turpitude; or
- (iii) Willfully engaging in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of determining Cause, no act or omission by Wheeler shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that Wheeler's action or omission was in the best interests of the Company. Any act or failure to act based upon: (1) authority given pursuant to a resolution duly adopted by the Board; or (2) advice of counsel for the Company, shall be conclusively presumed to be done or omitted to be done by Wheeler in good faith and in the best interests of the Company.

In addition, Wheeler shall not be deemed to be terminated for Cause unless and until there shall have been delivered to Wheeler a copy of a resolution duly adopted by the affirmative vote of not less than three-quarters (3/4) of the entire membership of the Board at a meeting called and held for such purpose (after reasonable notice is provided to Wheeler and Wheeler is given an opportunity, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board, Wheeler is guilty of the conduct defined as Cause below.

(e) By the Company Without Cause or Resignation of Wheeler with Good Reason. The Employment Term and Wheeler's employment hereunder may be terminated by the Company without Cause or by Wheeler's resignation for Good Reason. In the event Wheeler's employment is terminated by the Company without Cause (other than by reason of death or Disability) or by Wheeler's resignation for Good Reason, the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, unless such termination of employment occurs within two years following a Change in Control (as defined below), the Company shall be obligated to pay to Wheeler the following:

- (i) Base Salary through the Date of Termination;
- (ii) Accrued but unused vacation pay through the Date of Termination;
- (iii) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto); and
- (iv) Provided that Wheeler executes a release of claims against the Company in a form reasonably satisfactory to the Company and such release becomes effective within 60 days following the Date of Termination:
 - (1) Notwithstanding anything in any bonus plan document to the contrary, an amount equal to the 65% of Wheeler's Base Salary for the fiscal year in which the Date of Termination occurs multiplied by a fraction, the numerator of which is the number of completed days in the then-existing fiscal year through the Date of Termination, and the denominator of which is three hundred sixty-five, payable in lump sum within 60 days following the Date of Termination;
 - (2) An amount equal to three times Wheeler's Base Salary and target annual bonus established for the fiscal year in which the Date of Termination occurs, payable in lump sum within 60 days following the Date of Termination;

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- (3) Continuation of the health care benefits for Wheeler and his dependents until the earlier of (1) the date Wheeler becomes eligible for comparable coverage (at a comparable cost) or (2) the third anniversary of the Date of Termination, which benefits shall be provided at the same coverage level as in effect as of the Date of Termination, and at the same premium cost to Wheeler's that was paid by Wheeler at the time such benefits were provided (subject to the terms and conditions of such benefit plans as in effect from time to time);
 - (4) Reimbursement for outplacement counseling services from an outplacement firm of national reputation engaged by Wheeler to assist Wheeler in obtaining new employment, provided that the amount required to be reimbursed for such services by the Company shall not exceed 15% of Wheeler's Base Salary established for the fiscal year in which the Date of Termination occurs.

For purposes of this Agreement, "Good Reason" shall mean, Wheeler's resignation from employment within sixty days after the occurrence of one of the following events without Wheeler's express written consent, provided, however, that Wheeler must provide written notice to the Company within thirty days after the occurrence of the event allegedly constituting Good Reason, and the Company shall have thirty days after such notice is given to cure:

- (i) Assigning to Wheeler duties materially inconsistent with his position (including status, titles, and reporting relationships), authority or responsibilities, or any other action by the Company which results in a material diminution of Wheeler's position, authority, duties, or responsibilities;
- (ii) Requiring Wheeler to be based at a location that requires Wheeler to travel an additional fifty miles total per day;
- (iii) Prior to the date that Wheeler transitions to the position of Executive Chairman, materially reducing Wheeler's Base Salary other than as provided for in Section 3(a);
- (iv) Prior to the date that Wheeler transitions to the position of Executive Chairman, materially reducing Wheeler's targeted annual bonus award opportunity or incentive award opportunities as set forth in Section 3 herein, as such opportunities exist as of the Effective Date of this Agreement;
- (v) Purportedly terminating Wheeler's employment otherwise than as expressly permitted by this Agreement; or

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- (vi) Failing to require any Successor Company, as defined in Section 14, to assume and agree to perform the Company's obligations hereunder.

9. Change in Control.

(a) Employment Termination Within Twenty-Four Calendar Months Following a Change in Control. The Term and Wheeler's employment hereunder may be terminated by the Company without Cause (including, for this purpose, by reason of death or Disability) or by Wheeler's resignation for Good Reason, in either case, within two years following the consummation of a Change in Control. In the event Wheeler's employment is terminated pursuant to this Section 9(a), the Company's obligations under this Agreement shall immediately expire. Notwithstanding the foregoing, if such termination of employment occurs within two years following a Change in Control (as defined below), the Company shall be obligated to pay to Wheeler the following:

- (i) Base Salary through the Date of Termination;
- (ii) Accrued but unused vacation pay through the Date of Termination;
- (iii) All other rights and benefits Wheeler is vested in, pursuant to other plans and programs of the Company (including, but not limited to, the Company's 2003 Long-Term Incentive Plan and/or any successor thereto); and
- (iv) Provided that Wheeler executes a release of claims against the Company in a form reasonably satisfactory to the Company and such release becomes effective within 60 days following the Date of Termination:
 - (1) Notwithstanding anything in any bonus plan document to the contrary, an amount equal to the target annual bonus Wheeler would otherwise have been entitled to with respect to the fiscal year in which the Date of Termination occurs multiplied by a fraction, the numerator of which is the number of completed days in the then-existing fiscal year through the Date of Termination, and the denominator of which is three hundred sixty-five, payable in lump sum within 60 days following the Date of Termination;
 - (2) An amount equal to three times the sum of (A) Wheeler's Base Salary (B) target annual bonus and (C) long term incentive award, in each case, established for the fiscal year in which the Date of Termination occurs, payable in lump sum within 60 days following the Date of Termination;
 - (3) Continuation of the health care benefits for Wheeler and his dependents until the earlier of (1) the date Wheeler becomes eligible for comparable coverage (at a comparable cost) or (2) the third anniversary of the Date of Termination, which benefits shall be provided at the same coverage level as in effect as of the Date of Termination, and at the same premium cost to Wheeler's that was paid by Wheeler at the time such benefits were provided (subject to the terms and conditions of such benefit plans as in effect from time to time);

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- (4) All outstanding stock options, stock appreciation rights, restricted stock, performance plan awards and performance awards granted by the Company under the Company's 2003 Long-Term Incentive Plan shall become immediately exercisable in full and otherwise vest 100% in accordance with and subject to the provisions of such Long-Term Incentive Plan;
 - (5) A lump-sum cash payment, payable within 60 days following the Date of Termination, of the actuarial present value equivalent of the aggregate benefits accrued by Wheeler as of the Date of Termination under the terms of any and all supplemental retirement plans in which Wheeler participates. For this purpose, such benefits shall be calculated under the assumption that Wheeler's employment continued following the Date of Termination for three (3) full years (i.e., three (3) additional years of age and service credits shall be added); provided, however, that for purposes of determining "final average pay" under such programs, Wheeler's actual pay history as of the effective date of termination shall be used; and
 - (6) To the extent permitted by law, the Company shall pay all legal fees, costs of litigation, prejudgment interest, and other expenses incurred in good faith by Wheeler as a result of the Company's refusal to provide the severance benefits to which Wheeler becomes entitled under this Agreement, or as a result of the Company's contesting the validity, enforceability, or interpretation of this Agreement, or as a result of any conflict (including conflicts related to the calculation of parachute payments) between the parties pertaining to this Agreement; provided, however, that the Company shall be reimbursed by Wheeler for all such fees and expenses in the event Wheeler fails to prevail with respect to any one (1) material issue of dispute in connection with such legal action. Wheeler shall not be liable for the Company's fees or costs related to any such litigation.

Wheeler shall not be entitled to receive severance benefits pursuant to this Section 9(a) if he is terminated for Cause, or if his employment with the Company ends due to death, Disability, or Retirement. The severance benefits payable pursuant to this Section 9(a) shall be paid in lieu of, and not in addition to, all other severance benefits provided to Wheeler under the terms of this Agreement.

(b) Change in Control Defined. For purposes of this Agreement, a “Change in Control” shall be deemed to have occurred as of the first day that any one or more of the following conditions is satisfied:

- (i) Any Person, but excluding the Company and any subsidiary of the Company and any employee benefit plan sponsored or maintained by the Company or any subsidiary of the Company (including any trustee of such plan acting as trustee), directly or indirectly, becomes the Beneficial Owner of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities with respect to the election of Directors of the Company; provided, however, that in the event any class of securities of the Company shall be publicly held or the Company shall be required to file periodic or annual reports with the Securities Exchange commission under the Securities Exchange Act, then the percentage referred to in the preceding clause shall be reduced from fifty percent (50%) to twenty percent (20%); or
- (ii) During any twenty-four consecutive month period, the individuals who, at the beginning of such period, constitute the Board (the “Incumbent Directors”) cease for any reason other than death to constitute at least a majority thereof; provided, however, that a Director who was not a Director at the beginning of such twenty-four month period shall be deemed to have satisfied such twenty-four month requirement (and be an Incumbent Director) if such Director was elected by, or on the recommendation of or with the approval of, at least two-thirds (2/3) of the Directors who then qualified as Incumbent Directors either actually (because they were Directors at the beginning of such period) or by prior operation of the provisions of this Section 9(b)(ii); or
- (iii) There is consummated: (1) a plan of complete liquidation of the Company; or (2) a sale or disposition of assets that generated fifty percent (50%) or more of the Company’s total net sales (as set forth in the audited financial statements for the most recently ended fiscal year) in one or a series of related transactions over the immediately preceding twenty-four month period; or (3) a merger, consolidation, or reorganization of the Company with or involving any other corporation, other than a merger, consolidation, or reorganization that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than sixty-five percent (65%) of the combined voting power of the voting securities of the Company (or such surviving entity) outstanding immediately after such merger, consolidation, or reorganization.

However, in no event shall a Change in Control be deemed to have occurred, with respect to Wheeler, if Wheeler is part of a purchasing group, which consummates the Change in Control transaction, Wheeler shall be deemed "part of a purchasing group" for purposes of the preceding sentence if Wheeler is an equity participant in the purchasing company or group except for: (1) passive ownership of less than three percent of the stock of the purchasing company, or (2) ownership of equity participation in the purchasing company or group which is otherwise not significant, as determined prior to the Change in Control by a majority of the non-employee continuing Directors.

10. Excise Tax Equalisation Payment.

(a) Gross-Up Payment. In the event that Wheeler becomes entitled to Severance Benefits or any other payment or benefit under this Agreement, or under any other agreement with or plan of the Company (in the aggregate, the "Total Payments"), if all or any part of the Total Payments will be subject to the tax (the "Excise Tax") imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") (or any similar tax that may hereafter be imposed), the Company shall pay to Wheeler in cash an additional amount (the "Gross-Up Payment") such that the net amount retained by Wheeler after deduction of any Excise Tax upon the Total Payments and any federal, state, and local income tax, penalties, interest, and Excise Tax upon the Gross-Up Payment provided for by this Section 10 (including FICA and FUTA), shall be equal to the Total Payments. Such payment shall be made by the Company to Wheeler as soon as practical following the Date of Termination, but in no event beyond thirty (30) days from such date. For purposes of determining the amount of the Gross-Up Payment, Wheeler shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation in the calendar year in which the Gross-Up Payment is to be made, and state and local income taxes at the highest marginal rate of taxation in the state and locality of Wheeler's residence on the Date of Termination, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(c) Subsequent Recalculation. In the event the Internal Revenue Service adjusts the computation of the Company under Section 10 herein so that Wheeler did not receive the greatest net benefit, the Company shall reimburse Wheeler for the full amount necessary to make Wheeler whole, plus a market rate of interest, as determined by the Committee.

11. Section 409A Compliance.

The parties agree that this Agreement is intended to comply with the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder ("Section 409A") or an exemption from Section 409A. The Company shall undertake to administer, interpret, and construe this Agreement in a manner that does not result in the imposition on Wheeler of any additional tax, penalty, or interest under Section 409A.

A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." If Wheeler is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then with regard to any payment or the provision of any benefit that is considered deferred compensation under Section 409A payable on account of a "separation from service," and that is not exempt from Section 409A as involuntary separation pay or a short-term deferral (or otherwise), such payment or benefit shall be made or provided at the date which is the earlier of (i) the expiration of the six (6)-month period measured from the date of such "separation from service" of Wheeler or (ii) the date of Wheeler's death (the "Delay Period"). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this Section 11(b) (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to Wheeler in a lump sum without interest, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, all such payments shall be made on or before the last day of calendar year following the calendar year in which the expense occurred.

12. Outplacement Services. In the event of involuntary termination of Wheeler's employment not due to Cause as defined in Section 8 above, and not due to Change in Control, as defined in Section 9 above, the Company shall provide to Wheeler, at its cost, reasonable and appropriate outplacement services.

13. Withholding of Taxes. The Company shall be entitled to withhold from any amounts payable under this Agreement all taxes as legally shall be required (including, without limitation, any United States Federal taxes and any other state, city, or local taxes).

14. Successor; Binding Agreement.

(a) The Company will require any successor (whether direct or indirect) by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to Wheeler, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of and be enforceable by the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of Wheeler.

15. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed

if to the Company: Secretary
Coeur d'Alene Mines Corporation
400 Coeur d'Alene Mines Building
505 Front Avenue
Coeur d'Alene, Idaho 83814-2750

if to Wheeler: Mr. Dennis E. Wheeler
 2100 S. Island Green Drive
 Coeur d'Alene, Idaho 83814

or to such other address as either party may have furnished to the other in writing in accordance herewith except that notice of change of address shall be effective only upon receipt.

16. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Wheeler and on behalf of the Company by such other officer as may be specifically designated by the Board. No waiver by either party hereto at any time or any breach by the other party thereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement shall not supersede or in any way limit the rights, duties or obligations Wheeler may have under any other written agreement with Company. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Idaho.

17. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

18. Arbitration. Wheeler and the Company agree that in the event a dispute arises concerning or relating to Wheeler's employment with the Company, any termination therefrom, or the interpretation, application or enforcement of this Agreement, such dispute shall be submitted to binding arbitration in accordance with the employment arbitration rules of American Arbitration Association ("AAA") by a single impartial arbitrator experienced in employment law selected as follows: if the Company and Wheeler are unable to agree upon an impartial arbitrator within ten days of a request for arbitration, the parties shall request a panel of employment arbitrators from AAA and alternatively strike names until a single arbitrator remains. The arbitration shall take place in Coeur d'Alene, Idaho, and both Wheeler and the Company agree to submit to the jurisdiction of the arbitrator selected in accordance with AAA's rules and procedures. Wheeler and the Company further agree that arbitration as provided for in this section will be the exclusive and binding remedy for any such dispute and will be used instead of any court action, which is hereby expressly waived, except for any request by either party hereto for temporary or preliminary injunctive relief pending arbitration in accordance with applicable law, or an administrative claim with an administrative agency. The parties further agree that the award of the arbitrator shall be final and binding on both parties. The arbitrator shall have discretion to award monetary and other damages, or no damages, and to fashion such other relief as the arbitrator deems appropriate. The Company will be responsible for paying any filing fees and costs of the arbitration proceeding itself (for example, arbitrators' fees, conference room, transcripts), but each party shall be responsible for its own attorneys' fees. THE COMPANY AND WHEELER ACKNOWLEDGE AND AGREE THAT BY AGREEING TO ARBITRATE, THEY ARE WAIVING ANY RIGHT TO BRING AN ACTION AGAINST THE OTHER IN A COURT OF LAW, EITHER STATE OR FEDERAL, AND ARE WAIVING THE RIGHT TO HAVE CLAIMS AND DAMAGES, IF ANY, DETERMINED BY A JURY.

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

/s/ Dennis E. Wheeler
Dennis E. Wheeler

COEUR D'ALENE MINES CORPORATION

/s/ Robert E. Mellor
By: Robert E. Mellor
Title: Director

Filename: cmw3943b.htm
Type: EX-10.2
Comment/Description: Amended and Restated
Employment Agmt. - Krebs

(this header is not part of the document)

Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement is made on this 31st day of December, 2008, between Coeur d'Alene Mines Corporation ("Company"), and Mitchell J. Krebs ("Employee") is made effective on 31st day of December, 2008.

WITNESSETH:

In consideration of the mutual promises and covenants herein contained to be kept and performed by the parties hereto, the parties agree as follows:

1. Employment. The Company agrees to, and hereby does, employ Employee as Senior Vice President, Chief Financial Officer and Treasurer, and Employee accepts such employment, on the terms and conditions of this Agreement.
2. Term Of Employment. The initial term of this Agreement was from July 1, 2005 through June 30, 2007, which was further extended through July 31, 2009 by amendment. The term, as amended, may be sooner terminated as herein provided. It is understood, however, that termination can occur in accordance with the provisions of paragraph 7 below, notwithstanding anything to the contrary in this paragraph 2.
3. Compensation. The Company shall pay to Employee during the duration of the term of this Agreement as follows:
 - (a) A base salary of \$262,449 annually, payable in equal monthly installments, which may be reviewed annually during any Agreement year, but which may not be decreased, and any higher salary to become the base salary for the purposes of this provision, it being understood, however, that failure to increase the salary shall not be grounds for termination of this Agreement;
 - (b) Such other compensation and benefits that may be made available by the Company in the discretion of the Board of Directors, consisting of bonuses, short-term and long-term incentive plans, pension plan, retirement plan, profit sharing plan, stock purchase plan and any other kind or type of incentive programs approved by the Board. It is understood that Employee shall be a participant in all compensation and benefit programs, both pension and welfare benefit plans, which exist for the executive staff of the Company;

(c) Employee shall be entitled to earn a bonus during each calendar year of this Agreement payable in cash equal to no less than 45% of Employee's then current annual salary, which, at the date of this Agreement, is the potential sum of \$118,102 and a maximum of \$236,204 (AIP). In addition, Employee shall be entitled to earn a bonus under the long term plan with a target level of 140% or a potential \$367,429 (LTIP). Such bonuses are at the discretion of the board of directors; and

(d) Employee will be eligible for a cash vehicle allowance to be paid by the Company which allowance amount shall be established by the Company, and may be amended from time-to- time.

4. Duties. Employee, during the term of this Agreement, shall perform the duties usually and customarily associated with the office specified in paragraph (1) above and as assigned to Employee from time-to-time by the Chief Executive Officer of Company. As a part of Employee's duties it is agreed that Employee will become familiar with and comply with Employee's duties under the Sarbanes-Oxley laws and under the Company's corporate governance policies, and Employee will promptly execute the necessary public filings and certify the contents of such documents on the date of their filing.

Employee shall devote Employee's best efforts and substantially all of Employee's time during business hours to advance the interests of the Company. Employee shall not engage in business activity in competition with the Company.

5. Vacation. Employee shall be entitled to four (4) weeks of vacation during each contract year of this Agreement, during which the compensation provided in this Agreement shall be paid in full.

6. Disability. In the event Employee becomes disabled (inability or incapacity due to physical or mental illness or injury to perform Employee's duties) during the term of this Agreement, which renders Employee unable to perform Employee's duties, Employee shall be entitled to participate in the Company's disability payment plan in effect at the time of the disability.

7. Termination Of Employment. This Agreement shall be terminated as follows:

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- (a) In accordance with paragraph 2 above upon the expiration of the term of this Agreement or any extension thereof;
- (b) Upon the death of Employee;
- (c) By mutual agreement of the parties;
- (d) Upon disability of Employee, when such disability renders Employee unable to perform Employee's duties for more than 90 continuous days;
- (e) By the Company without giving any reason for termination, but with the understanding that the compensation provided herein, except provision of 401K, Defined Contribution Plan, life insurance, accidental death and dismemberment, vehicle allowance and disability insurance, but including the target annual incentive bonus and the long term incentive bonus if Employee is so entitled (it being understood, however, as to the incentive plans the Plan documents control the Employee's rights), shall be paid or provided in full to Employee in accordance with this Agreement in a lump sum amount within 60 days of termination of Employee's employment the aggregate amount for the period of the remaining duration of this Agreement. It is agreed that Company may set-off against the compensation due to Employee under this subparagraph any items of like compensation which Employee receives from other employment after the date of termination;
- (f) By the Company for cause, which means that Employee has failed to perform Employee's duties after having received from the Company written documentation that Employee's duties are not being performed, which written documentation shall specify how performance is deficient, and Employee then fails to resume satisfactory performance promptly after receipt of such documentation and failure of performance is not satisfactorily rectified. For cause also means a serious and substantial failure to perform Employee's duties, which failure is so obvious and so harmful to Company that written documentation and an opportunity to rectify conduct need not be afforded by Company to Employee. For cause also means conviction of a felony, or engagement in illegal conduct which may not constitute a felony but which is injurious to the Company, in either such case Company need not allow Employee to rectify nonperformance. Failure to perform duties includes, but is not limited to, misfeasance or nonfeasance of duty which was intended to, or does, injure the Company's reputation or its business or relationships, including normal working relationships between employees; willful and continued failure of Employee to substantially perform his duties under this Agreement (except by reason of physical or mental disability, which is dealt with in paragraph 7(d) above); dishonesty in the performance of Employee's duties and material breach by Employee of the covenants contained in paragraph 4 above;

(g) Upon change in control of Company, as “change in control” is defined in the so-called change in control agreement between Company and Employee, a copy of which is attached hereto as Attachment A, and which will be executed by the parties hereto when this Agreement is executed by them. In the event of termination for this reason, Employee’s and Company’s rights with respect to compensation and all other matters related to employment shall be as specified in the change in control agreement, and not this Agreement;

(h) Upon the insolvency or dissolution of the Company or the cessation of business or operations; and

(i) By Employee for Good Reason. For the purposes of this Agreement “Good Reason” is defined to mean (i) a material reduction in Employee’s responsibilities, authorities or duties compared to those in existence on the effective date of this Agreement which is evidence of the duties contemplated by paragraph 4; or (ii) material failure of the Company to pay to Employee any amount otherwise vested and due under this Agreement or under any plan or policy of the Company, which failure in either (i) or (ii) is not cured within five days from receipt by the Company of written notice from Employee which specifies the details of the failure.

In the event of termination of this Agreement for any of the reasons specified above other than item (e) (termination by the Company without giving any reason), Employee shall be entitled to be paid his base salary prorated for the calendar year to the date of termination. All other benefits, if any, following such termination shall be paid in accordance with the plans, policies and practices of the Company which are in effect on the date of termination. As to termination in accordance with item (e) above, Employee shall be paid in accordance with the applicable subparagraph.

8. Confidentiality. Employee agrees to keep information acquired in connection with Employee’s employment confidential, in accordance with the confidentiality agreement which is attached to this Agreement, marked Attachment B, to be executed by Employee when this Agreement is executed. With respect to confidentiality, Attachment B controls the rights, duties and obligations of the parties, rather than this paragraph 8.

9. Specific Performance. Employee understands that the obligations undertaken by Employee as set forth in this Agreement are unique, and that Company will likely have no adequate remedy at law in the event such obligations are breached. Employee therefore confirms that Company has the right to seek specific performance if Company feels such remedy is essential to protect the rights of Company. Accordingly, in addition to any other remedies which Company might have in law or equity, it shall have the right to have all obligations specifically performed, and to obtain injunctive relief, preliminary or otherwise, to secure performance. Employee agrees that the arbitration provision below will not be used to assert dismissal of an action in court for injunctive relief, and agrees that the availability of arbitration is not intended by the parties to prevent Company from seeking specific performance and injunctive relief.

10. Arbitration. The Company and Employee will attempt to resolve any disputes under this Agreement by negotiation. If any matter is not thereby resolved, within 30 days after written notice by either party to the other, any dispute or disagreement arising out of or relating to this Agreement, or the breach of it, will be subject to exclusive, final and binding arbitration before one arbitrator to be conducted in Coeur d'Alene, Idaho in accordance with the Uniform Arbitration Act of the State of Idaho and the applicable laws of the State of Idaho governing arbitration of disputes. The parties to this Agreement specifically acknowledge that any such dispute under this Agreement, even though this Agreement is between an employer and an employee, is subject to said Act. Each party hereby submits to the exclusive jurisdiction of the state courts in Kootenai County, Idaho if it is necessary to proceed in court to enforce this paragraph 10.

11. Other Items. The parties also agree:

(a) This Agreement shall not be amended or modified in any way unless the amendment or modification is in writing, signed by the parties. There shall be no oral modification of this Agreement.

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- (b) No provision of this Agreement shall be waived by conduct of the parties or in any other way.
- (c) This Agreement and its validity, interpretation, construction and performance shall be governed by the laws of the State of Idaho.
- (d) Employee acknowledges that he received upon execution of this Agreement a copy of the Company's Insider Trading Policy, Attachment C.

12. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 12. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Employee for or with respect to any taxes, penalties or interest which may be imposed upon the Employee pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Employee to less than fifty percent (50%) of the average level of services performed by the Employee during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Employee’s Separation from Service, the Employee is a Specified Employee, then to the extent required for Employee not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Employee sooner than the earlier of (i) six (6) months after the Employee’s Separation from Service; or (ii) the date of Employee’s death. Should this Section 12 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Employee by the Company during such delay period at Employee’s expense. Should this Section 12 result in payments or benefits to Employee at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 12, as well as reimbursement of the amount Employee paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the Prime Rate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Employee should have been made under this Agreement. For purposes of this Section 12, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following:

(a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(1)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Employee; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Employee. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(c) No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(d) If the Company or Employee determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Employee to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Employee or any other individual to the Company. This Section 12 is not intended to impose any restrictions on payments or benefits to Employee other than those otherwise set forth in this Agreement or required for Employee not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Employee shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

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

Coeur d'Alene Mines Corporation

By /s/ Dennis E. Wheeler
Dennis E. Wheeler, President & CEO

/s/ Mitchell J. Krebs
Employee - Mitchell J. Krebs

EXHIBIT A

**AMENDED AND RESTATED
CHANGE IN CONTROL AGREEMENT**

THIS AMENDED AND RESTATED OF THE CHANGE IN CONTROL AGREEMENT dated as of this 31st day of December, 2008, is made and entered into between Coeur d' Alene Mines Corporation (the "Company") and Mitchell J. Krebs (the "Executive") and is made in light of the following circumstances:

- A. The Company recognizes the valuable services that the Executive will render and desires to be assured that the Executive will continue his active participation in the management and business of the Company; and
- B. The Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders, and the Company recognizes the existence and continued likely existence of possible change in control of the Company, as defined below, causing uncertainty among management and resulting in the possible departure or distraction of members of management to the detriment of the Company and its shareholders; and
- C. The Executive is willing to serve the Company, but desires assurance that in the event of any such change in control of the Company, he will be protected against the financial impact of an unexpected termination; and
- D. The Company and Executive want to document that payments under this Agreement are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or comply with such requirements.

NOW, THEREFORE, the Company agrees that the severance benefits described below will be provided, subject to the terms and conditions set forth below, to the Executive in the event the employment of the Executive with the Company or its subsidiaries is terminated subsequent to a change in control of the Company, as defined below, under the circumstances described below:

1. Company's Right to Terminate. During the Term of Agreement, as defined below, the Executive agrees, so long as he continues to be employed as an officer of the Company or any of its subsidiaries, to continue to perform his regular duties as such officer of the Company in accordance with the Amended and Restated Employment Agreement effective as of December 31, 2008 (the "Employment Agreement"). Notwithstanding the foregoing, the Company may terminate the employment of the Executive at any time, subject to providing the benefits hereinafter specified in accordance with the terms hereto and subject to all terms and conditions of the Employment Agreement.

2. Effective Date. The "Effective Date" shall be December 31, 2008.

3. Term of Agreement. This Agreement shall have a termination date which is identical to the Employment Agreement and shall continue from day-to-day until terminated in accordance with the termination provisions of the Employment Agreement, unless a change in control of the Company, as defined below, shall have occurred prior to that date, in which event it shall continue in effect during the two (2) year period immediately following such change in control as provided herein.

4. Change in Control. No benefits shall be payable hereunder unless there shall have occurred a *Change in Control* of the Company, as defined below, and the employment of the Executive by the Company shall have been thereafter terminated in the manner described in Section 5 hereof. For purpose of this Agreement, a *Change in Control* of the Company ("Change in Control") shall mean and be determined to have occurred in the following instances:

- (i) any organization, group or person ("Person") (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended)(the "Exchange Act") is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the then outstanding securities of the Company; or
- (ii) during any two-year period, a majority of the members of the Board serving at the Effective Date of this Agreement is replaced by directors who are not nominated and approved by the Board; or
- (iii) a majority of the members of the Board is represented by, appointed by or affiliated with any Person whom the Board has determined is seeking to effect a Change in Control of the Company; or
- (iv) the Company shall be combined with or acquired by another company and the Board shall have determined, either before such event or thereafter, by resolution, that a Change in Control will or has occurred.

5. Termination Following Change in Control. If a Change in Control shall have occurred, the Executive shall be entitled to the benefits provided in Section 6 hereof upon the subsequent involuntary termination, whether actual or constructive, as defined below, of the employment of the Executive within the two (2) year period immediately following such Change in Control, for any reason other than termination for cause, disability, death, normal retirement or early retirement. For the purposes of this section:

- (a) "*Constructive Involuntary Termination*" shall mean voluntary termination of employment by the Executive as a result of a material change in the duties, responsibilities, reporting relationship, job description, compensation, perquisites, office or location of employment of Executive without the written consent of the Executive. A termination by the Executive shall not be deemed to be a "Constructive Involuntary Termination" unless the Executive shall have provided notice to the Company of the change constituting Constructive Involuntary Termination within 90 days of its occurrence and the Company had a 30-day opportunity after such notice to cure such change.

(b) “Cause” shall mean termination of employment on account of (i) fraud, misrepresentation, theft or embezzlement, (ii) intentional violation of laws involving moral turpitude or which is materially injurious to the Company, (iii) willful and continued failure by the Executive substantially to perform his or her duties with the Company or its subsidiaries (other than failure resulting from the Executive’s incapacity due to physical or mental illness), after a demand for substantial performance is delivered to the Executive by the President or the Chairman of the Board of the Company, which demand specifically identifies the manner in which the Executive has not substantially performed his or her duties.

(c) “Disability” shall mean inability or incapacity, due to physical or mental illness, of the Executive to perform his or her duties with the company for a period of three continuous months.

Any termination of the employment of the Executive by the Company shall be communicated by a written notice of termination addressed to the Executive and any termination of the employment of the Executive by the Executive, except by death, shall be communicated by a written notice of termination addressed to the President or Chairman of the Board of the Company. The notice of termination shall specify the date of termination (“Date of Termination”) and the characterization of the termination.

6. Benefits Upon Termination. If the Executive’s employment by the Company shall be terminated as provided in Section 5 hereof, other than for cause, disability or death, the Executive shall be entitled to the benefits provided below:

(a) Base Salary and Bonuses. The Company shall pay a lump sum amount within 60 days following termination of employment equal to the sum of the Executive’s full annual base salary at the rate in effect immediately prior to the termination of the employment of the Executive, and the Executive’s short-term and long-term bonuses at target levels pursuant to the Company’s then current Long-Term Incentive Plan, that would have been paid for the period of two (2) years following actual involuntary termination or Constructive Involuntary Termination, if such termination occurs during the period in which this Agreement is in effect (the “Compensation Period”). Benefits paid in accordance with this Subsection 6(a) shall not be reduced in the event the Executive is employed elsewhere during this time period, or by reason of death or disability.

(b) Medical and Dental Benefits; Long-term Disability Benefits. The Company shall maintain in full force and effect from the Date of Termination through the end of the Compensation Period, all medical and dental benefits and all long term disability benefits in which the Executive was entitled to participate immediately prior to the Date of Termination, to the same extent as if the Executive had continued to be an employee of the Company during the Compensation Period, provided that such continued participation is feasible under the general terms and provisions of such plans and programs. To the extent such continued participation is not feasible, the Company shall arrange to provide the Executive with substantially the same benefits as those to which he or she would have been entitled to receive under such plans and programs. All such medical and dental benefits shall be subject to the group health plan continuation coverage requirements as provided in Section 4980B of the Internal Revenue Code of 1986, as amended (The "Code"). All such medical and dental benefits shall be discontinued upon employment by the Executive with another company and the commencement of coverage of the Executive pursuant to a long-term disability plan of such new employer.

(c) Stock Options. In the event of a Change in Control, all outstanding stock options, stock appreciation rights, restricted stock, performance plan awards and performance shares granted by the Company to the Executive under the Company's Long-Term Incentive Plan shall become immediately exercisable in full and otherwise vest 100% in accordance with the subject to the provisions under Section 13 of such Long-Term Performance Plan.

(d) Retirement Benefits.

(1) Defined Contribution Plans. The Company shall not use the provisions of any defined contribution plan to deny a lump sum option to the Executive unless this occurs under uniform treatment applicable to all plan participants.

(2) Defined Benefit Plan. The Executive shall be entitled to continued credit for years of service under the defined benefit plan of the Company from the date of Termination through the Compensation Period, and any compensation paid to the Executive pursuant to subsection 6(a) above shall be treated as salary compensation for purposes of such plan. To the extent that such augmentation of the defined benefit plan is not possible under such plan, the Company shall pay the Executive a lump sum amount within 60 days following the termination of the Executive's employment equal to the present value of such augmentation, or arrange to provide the Executive with substantially the same benefit.

(e) Certain Executive Reimbursement. The Company shall pay the Executive an amount necessary to reimburse the Executive for all legal fees and expenses incurred by the Executive as a result of the Change in Control of the company and such termination of employment, including any fees and expenses incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement; provided, however, that the Company shall be obliged only to pay amounts necessary to reimburse the Executive for legal fees and expense incurred by the Executive with respect to any claim or claims made by him as to which he shall substantially prevail in litigation relating thereto against the Company.

The payment provided for in subsection 6(a) hereof shall be subject to applicable payroll or other tax required to be withheld by the Company. Payments to the Executive hereunder shall be considered severance pay in consideration of past service and his or her continued service after the date of this Agreement. The payment provided for in subsection 6(d)(1) hereof shall be made to the Executive within five (5) business days after the Date of Termination. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 6 by seeking other employment or otherwise, and except as provided in subsection 6(b) above, the amount of any payment provided for in this Section 6 shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination, or otherwise.

7. Limitation on Payments. If the severance payments provided for under this Agreement, either alone or together with other payments which the Executive would have the right to receive from the Company, would constitute a "parachute payment," as defined in Section 280G (a) of the Code as in effect at the time of payment, such payment shall be reduced to the largest amount as will result in no portion being subject to the excise tax imposed by Section 4999 of the Code or the disallowance of a deduction by Company pursuant to Section 280G of the Code. The determination of the amount of any reduction under this section, and the plan and payment to which such reductions shall apply, shall, to the extent permitted by Section 409A, be made in good faith by the Executive or otherwise shall be made in such a manner so as to maximize the value of payments to the Executive and such determination shall be binding on the Company.

8. Successor; Binding Agreement

(a) The Company will require any successor (whether direct or indirect) by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of and be enforceable by the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the devisee, legatee or other designee or, if there be no such designee, to the estate of the Executive.

9. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed:

if to the Company: Chairman and Chief Executive Officer
Coeur d'Alene Mines Corporation
505 Front Avenue
Coeur d'Alene, ID 83814

if to the Executive: Mitchell J. Krebs
2105 Bellerive Lane, Unit 106
Coeur d'Alene, ID 83814

or to such other address as either party may have furnished to the other in writing in accordance herewith except the notice of change of address shall be effective only upon receipt.

10. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and on behalf of the Company by the President, the chairman of the Board or such other officer as may be specifically designated by the Board. No waiver by either party there of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement shall not supersede or in any way limit the rights, duties or obligations the Executive may have under any other written agreement with the Company. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Idaho.

11. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Coeur d'Alene, Idaho in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

13. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 13. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Executive for or with respect to any taxes, penalties or interest which may be imposed upon the Executive pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Code Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Executive to less than fifty percent (50%) of the average level of services performed by the Executive during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) Payments to Specified Employees. To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Executive’s Separation from Service, the Executive is a Specified Employee, then to the extent required for Executive not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Executive sooner than the earlier of (i) six (6) months after the Executive’s Separation from Service; or (ii) the date of Executive’s death. Should this Section 13 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Executive by the Company during such delay period at Executive’s expense. Should this Section 13 result in payments or benefits to Executive at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 13, as well as reimbursement of the amount Executive paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the PrimeRate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Executive should have been made under this Agreement. For purposes of this Section 13, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) Reimbursements. For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Code Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Code Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following: (a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(1)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Executive; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Executive. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(d) No Acceleration; Separate Payments. No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(e) Cooperation. If the Company or Executive determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Executive to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Executive or any other individual to the Company. This Section 13 is not intended to impose any restrictions on payments or benefits to Executive other than those otherwise set forth in this Agreement or required for Executive not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Executive shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

[Signature page to follow]

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

THE COMPANY

COEUR D' ALENE MINES CORPORATION

/s/ Dennis E. Wheeler
Dennis E. Wheeler
Chairman, President & CEO

THE EXECUTIVE

/s/ Mitchell J. Krebs
Mitchell J. Krebs
Senior Vice President, Chief Financial Officer
& Treasurer

Filename: cmw3943c.htm
Type: EX-10.3
Comment/Description: Amended and Restated
Employment Agmt. - Birak

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Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement is made on this 31st day of December, 2008, between Coeur d'Alene Mines Corporation ("Company"), and Donald Birak ("Employee") is made effective on 31st day of December, 2008.

WITNESSETH:

In consideration of the mutual promises and covenants herein contained to be kept and performed by the parties hereto, the parties agree as follows:

1. Employment. The Company agrees to, and hereby does, employ Employee as Senior Vice President Exploration, and Employee accepts such employment, on the terms and conditions of this Agreement.
2. Term Of Employment. The initial term of this Agreement was from July 1, 2005 through June 30, 2007, which was further extended through July 31, 2010 by amendment. The term, as amended, may be sooner terminated as herein provided. It is further agreed that this Agreement may be considered for a one year extension during the month of July 2009, to the end that the parties may be once again bound to a two year duration of this Agreement. It is understood, however, that termination can occur in accordance with the provisions of paragraph 7 below, notwithstanding anything to the contrary in this paragraph 2.
3. Compensation. The Company shall pay to Employee during the duration of the term of this Agreement as follows:
 - (a) A base salary of \$262,449 annually, payable in equal monthly installments, which may be reviewed annually during any Agreement year, but which may not be decreased, and any higher salary to become the base salary for the purposes of this provision, it being understood, however, that failure to increase the salary shall not be grounds for termination of this Agreement;
 - (b) Such other compensation and benefits that may be made available by the Company in the discretion of the Board of Directors, consisting of bonuses, short-term and long-term incentive plans, pension plan, retirement plan, profit sharing plan, stock purchase plan and any other kind or type of incentive programs approved by the Board. It is understood that Employee shall be a participant in all compensation and benefit programs, both pension and welfare benefit plans, which exist for the executive staff of the Company;

(c) Employee shall be entitled to earn a bonus during each calendar year of this Agreement payable in cash equal to no less than 45% of Employee's then current annual salary, which, at the date of this Agreement, is the potential sum of \$118,102 and a maximum of \$236,204 (AIP). In addition, Employee shall be entitled to earn a bonus under the long term plan with a target level of 140% or a potential \$367,429 (LTIP). Such bonuses are at the discretion of the board of directors; and

(d) Employee will be eligible for a cash vehicle allowance to be paid by the Company which allowance amount shall be established by the Company, and may be amended from time-to- time.

4. Duties. Employee, during the term of this Agreement, shall perform the duties usually and customarily associated with the office specified in paragraph (1) above and as assigned to Employee from time-to-time by the Chief Executive Officer of Company. As a part of Employee's duties it is agreed that Employee will become familiar with and comply with Employee's duties under the Sarbanes-Oxley laws and under the Company's corporate governance policies, and Employee will promptly execute the necessary public filings and certify the contents of such documents on the date of their filing.

Employee shall devote Employee's best efforts and substantially all of Employee's time during business hours to advance the interests of the Company. Employee shall not engage in business activity in competition with the Company.

5. Vacation. Employee shall be entitled to four (4) weeks of vacation during each contract year of this Agreement, during which the compensation provided in this Agreement shall be paid in full.

6. Disability. In the event Employee becomes disabled (inability or incapacity due to physical or mental illness or injury to perform Employee's duties) during the term of this Agreement, which renders Employee unable to perform Employee's duties, Employee shall be entitled to participate in the Company's disability payment plan in effect at the time of the disability.

7. Termination Of Employment. This Agreement shall be terminated as follows:

- (a) In accordance with paragraph 2 above upon the expiration of the term of this Agreement or any extension thereof;
- (b) Upon the death of Employee;
- (c) By mutual agreement of the parties;
- (d) Upon disability of Employee, when such disability renders Employee unable to perform Employee's duties for more than 90 continuous days;
- (e) By the Company without giving any reason for termination, but with the understanding that the compensation provided herein, except provision of 401K, Defined Contribution Plan, life insurance, accidental death and dismemberment, vehicle allowance and disability insurance, but including the target annual incentive bonus and the long term incentive bonus if Employee is so entitled (it being understood, however, as to the incentive plans the Plan documents control the Employee's rights), shall be paid or provided in full to Employee in accordance with this Agreement in a lump sum amount within 60 days of termination of Employee's employment the aggregate amount for the period of the remaining duration of this Agreement. It is agreed that Company may set-off against the compensation due to Employee under this subparagraph any items of like compensation which Employee receives from other employment after the date of termination;
- (f) By the Company for cause, which means that Employee has failed to perform Employee's duties after having received from the Company written documentation that Employee's duties are not being performed, which written documentation shall specify how performance is deficient, and Employee then fails to resume satisfactory performance promptly after receipt of such documentation and failure of performance is not satisfactorily rectified. For cause also means a serious and substantial failure to perform Employee's duties, which failure is so obvious and so harmful to Company that written documentation and an opportunity to rectify conduct need not be afforded by Company to Employee. For cause also means conviction of a felony, or engagement in illegal conduct which may not constitute a felony but which is injurious to the Company, in either such case Company need not allow Employee to rectify nonperformance. Failure to perform duties includes, but is not limited to, misfeasance or nonfeasance of duty which was intended to, or does, injure the Company's reputation or its business or relationships, including normal working relationships between employees; willful and continued failure of Employee to substantially perform his duties under this Agreement (except by reason of physical or mental disability, which is dealt with in paragraph 7(d) above); dishonesty in the performance of Employee's duties and material breach by Employee of the covenants contained in paragraph 4 above;

(g) Upon change in control of Company, as "change in control" is defined in the so-called change in control agreement between Company and Employee, a copy of which is attached hereto as Attachment A, and which will be executed by the parties hereto when this Agreement is executed by them. In the event of termination for this reason, Employee's and Company's rights with respect to compensation and all other matters related to employment shall be as specified in the change in control agreement, and not this Agreement;

(h) Upon the insolvency or dissolution of the Company or the cessation of business or operations; and

(i) By Employee for Good Reason. For the purposes of this Agreement "Good Reason" is defined to mean (i) a material reduction in Employee's responsibilities, authorities or duties compared to those in existence on the effective date of this Agreement which is evidence of the duties contemplated by paragraph 4; or (ii) material failure of the Company to pay to Employee any amount otherwise vested and due under this Agreement or under any plan or policy of the Company, which failure in either (i) or (ii) is not cured within five days from receipt by the Company of written notice from Employee which specifies the details of the failure.

In the event of termination of this Agreement for any of the reasons specified above other than item (e) (termination by the Company without giving any reason), Employee shall be entitled to be paid his base salary prorated for the calendar year to the date of termination. All other benefits, if any, following such termination shall be paid in accordance with the plans, policies and practices of the Company which are in effect on the date of termination. As to termination in accordance with item (e) above, Employee shall be paid in accordance with the applicable subparagraph.

8. Confidentiality. Employee agrees to keep information acquired in connection with Employee's employment confidential, in accordance with the confidentiality agreement which is attached to this Agreement, marked Attachment B, to be executed by Employee when this Agreement is executed. With respect to confidentiality, Attachment B controls the rights, duties and obligations of the parties, rather than this paragraph 8.

9. Specific Performance. Employee understands that the obligations undertaken by Employee as set forth in this Agreement are unique, and that Company will likely have no adequate remedy at law in the event such obligations are breached. Employee therefore confirms that Company has the right to seek specific performance if Company feels such remedy is essential to protect the rights of Company. Accordingly, in addition to any other remedies which Company might have in law or equity, it shall have the right to have all obligations specifically performed, and to obtain injunctive relief, preliminary or otherwise, to secure performance. Employee agrees that the arbitration provision below will not be used to assert dismissal of an action in court for injunctive relief, and agrees that the availability of arbitration is not intended by the parties to prevent Company from seeking specific performance and injunctive relief.

10. Arbitration. The Company and Employee will attempt to resolve any disputes under this Agreement by negotiation. If any matter is not thereby resolved, within 30 days after written notice by either party to the other, any dispute or disagreement arising out of or relating to this Agreement, or the breach of it, will be subject to exclusive, final and binding arbitration before one arbitrator to be conducted in Coeur d'Alene, Idaho in accordance with the Uniform Arbitration Act of the State of Idaho and the applicable laws of the State of Idaho governing arbitration of disputes. The parties to this Agreement specifically acknowledge that any such dispute under this Agreement, even though this Agreement is between an employer and an employee, is subject to said Act. Each party hereby submits to the exclusive jurisdiction of the state courts in Kootenai County, Idaho if it is necessary to proceed in court to enforce this paragraph 10.

11. Other Items. The parties also agree:

(a) This Agreement shall not be amended or modified in any way unless the amendment or modification is in writing, signed by the parties. There shall be no oral modification of this Agreement.

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- (b) No provision of this Agreement shall be waived by conduct of the parties or in any other way.
 - (c) This Agreement and its validity, interpretation, construction and performance shall be governed by the laws of the State of Idaho.
 - (d) Employee acknowledges that he received upon execution of this Agreement a copy of the Company's Insider Trading Policy, Attachment C.

12. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 12. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Employee for or with respect to any taxes, penalties or interest which may be imposed upon the Employee pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Employee to less than fifty percent (50%) of the average level of services performed by the Employee during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Employee’s Separation from Service, the Employee is a Specified Employee, then to the extent required for Employee not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Employee sooner than the earlier of (i) six (6) months after the Employee’s Separation from Service; or (ii) the date of Employee’s death. Should this Section 12 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Employee by the Company during such delay period at Employee’s expense. Should this Section 12 result in payments or benefits to Employee at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 12, as well as reimbursement of the amount Employee paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the Prime Rate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Employee should have been made under this Agreement. For purposes of this Section 12, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following:

(a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(1)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Employee; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Employee. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(c) No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(d) If the Company or Employee determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Employee to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Employee or any other individual to the Company. This Section 12 is not intended to impose any restrictions on payments or benefits to Employee other than those otherwise set forth in this Agreement or required for Employee not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Employee shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

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

Coeur d'Alene Mines Corporation

By /s/ Dennis E. Wheeler
Dennis E. Wheeler, President & CEO

/s/ Donald Birak
Employee - Donald Birak

EXHIBIT A:**AMENDED AND RESTATED
CHANGE IN CONTROL AGREEMENT**

THIS AMENDED AND RESTATED OF THE CHANGE IN CONTROL AGREEMENT dated as of this 31st day of December, 2008, is made and entered into between Coeur d' Alene Mines Corporation (the "Company") and Donald J. Birak (the "Executive") and is made in light of the following circumstances:

- A. The Company recognizes the valuable services that the Executive will render and desires to be assured that the Executive will continue his active participation in the management and business of the Company; and
- B. The Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders, and the Company recognizes the existence and continued likely existence of possible change in control of the Company, as defined below, causing uncertainty among management and resulting in the possible departure or distraction of members of management to the detriment of the Company and its shareholders; and
- C. The Executive is willing to serve the Company, but desires assurance that in the event of any such change in control of the Company, he will be protected against the financial impact of an unexpected termination; and
- D. The Company and Executive want to document that payments under this Agreement are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or comply with such requirements.

NOW, THEREFORE, the Company agrees that the severance benefits described below will be provided, subject to the terms and conditions set forth below, to the Executive in the event the employment of the Executive with the Company or its subsidiaries is terminated subsequent to a change in control of the Company, as defined below, under the circumstances described below:

1. Company's Right to Terminate. During the Term of Agreement, as defined below, the Executive agrees, so long as he continues to be employed as an officer of the Company or any of its subsidiaries, to continue to perform his regular duties as such officer of the Company in accordance with the Amended and Restated Employment Agreement effective as of December 31, 2008 (the "Employment Agreement"). Notwithstanding the foregoing, the Company may terminate the employment of the Executive at any time, subject to providing the benefits hereinafter specified in accordance with the terms hereto and subject to all terms and conditions of the Employment Agreement.

2. Effective Date. The "Effective Date" shall be December 31, 2008.

3. Term of Agreement. This Agreement shall have a termination date which is identical to the Employment Agreement and shall continue from day-to-day until terminated in accordance with the termination provisions of the Employment Agreement, unless a change in control of the Company, as defined below, shall have occurred prior to that date, in which event it shall continue in effect during the two (2) year period immediately following such change in control as provided herein.

4. Change in Control. No benefits shall be payable hereunder unless there shall have occurred a *Change in Control* of the Company, as defined below, and the employment of the Executive by the Company shall have been thereafter terminated in the manner described in Section 5 hereof. For purpose of this Agreement, a *Change in Control* of the Company ("Change in Control") shall mean and be determined to have occurred in the following instances:

- (i) any organization, group or person ("Person") (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended)(the "Exchange Act") is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the then outstanding securities of the Company; or
- (ii) during any two-year period, a majority of the members of the Board serving at the Effective Date of this Agreement is replaced by directors who are not nominated and approved by the Board; or
- (iii) a majority of the members of the Board is represented by, appointed by or affiliated with any Person whom the Board has determined is seeking to effect a Change in Control of the Company; or
- (iv) the Company shall be combined with or acquired by another company and the Board shall have determined, either before such event or thereafter, by resolution, that a Change in Control will or has occurred.

5. Termination Following Change in Control. If a Change in Control shall have occurred, the Executive shall be entitled to the benefits provided in Section 6 hereof upon the subsequent involuntary termination, whether actual or constructive, as defined below, of the employment of the Executive within the two (2) year period immediately following such Change in Control, for any reason other than termination for cause, disability, death, normal retirement or early retirement. For the purposes of this section:

- (a) "*Constructive Involuntary Termination*" shall mean voluntary termination of employment by the Executive as a result of a material change in the duties, responsibilities, reporting relationship, job description, compensation, perquisites, office or location of employment of Executive without the written consent of the Executive. A termination by the Executive shall not be deemed to be a "Constructive Involuntary Termination" unless the Executive shall have provided notice to the Company of the change constituting Constructive Involuntary Termination within 90 days of its occurrence and the Company had a 30-day opportunity after such notice to cure such change.

(b) “Cause” shall mean termination of employment on account of (i) fraud, misrepresentation, theft or embezzlement, (ii) intentional violation of laws involving moral turpitude or which is materially injurious to the Company, (iii) willful and continued failure by the Executive substantially to perform his or her duties with the Company or its subsidiaries (other than failure resulting from the Executive’s incapacity due to physical or mental illness), after a demand for substantial performance is delivered to the Executive by the President or the Chairman of the Board of the Company, which demand specifically identifies the manner in which the Executive has not substantially performed his or her duties.

(c) “Disability” shall mean inability or incapacity, due to physical or mental illness, of the Executive to perform his or her duties with the company for a period of three continuous months.

Any termination of the employment of the Executive by the Company shall be communicated by a written notice of termination addressed to the Executive and any termination of the employment of the Executive by the Executive, except by death, shall be communicated by a written notice of termination addressed to the President or Chairman of the Board of the Company. The notice of termination shall specify the date of termination (“Date of Termination”) and the characterization of the termination.

6. Benefits Upon Termination. If the Executive’s employment by the Company shall be terminated as provided in Section 5 hereof, other than for cause, disability or death, the Executive shall be entitled to the benefits provided below:

(a) Base Salary and Bonuses. The Company shall pay a lump sum amount within 60 days following termination of employment equal to the sum of the Executive’s full annual base salary at the rate in effect immediately prior to the termination of the employment of the Executive, and the Executive’s short-term and long-term bonuses at target levels pursuant to the Company’s then current Long-Term Incentive Plan, that would have been paid for the period of two (2) years following actual involuntary termination or Constructive Involuntary Termination, if such termination occurs during the period in which this Agreement is in effect (the “Compensation Period”). Benefits paid in accordance with this Subsection 6(a) shall not be reduced in the event the Executive is employed elsewhere during this time period, or by reason of death or disability.

(b) Medical and Dental Benefits; Long-term Disability Benefits. The Company shall maintain in full force and effect from the Date of Termination through the end of the Compensation Period, all medical and dental benefits and all long term disability benefits in which the Executive was entitled to participate immediately prior to the Date of Termination, to the same extent as if the Executive had continued to be an employee of the Company during the Compensation Period, provided that such continued participation is feasible under the general terms and provisions of such plans and programs. To the extent such continued participation is not feasible, the Company shall arrange to provide the Executive with substantially the same benefits as those to which he or she would have been entitled to receive under such plans and programs. All such medical and dental benefits shall be subject to the group health plan continuation coverage requirements as provided in Section 4980B of the Internal Revenue Code of 1986, as amended (The "Code"). All such medical and dental benefits shall be discontinued upon employment by the Executive with another company and the commencement of coverage of the Executive pursuant to a long-term disability plan of such new employer.

(c) Stock Options. In the event of a Change in Control, all outstanding stock options, stock appreciation rights, restricted stock, performance plan awards and performance shares granted by the Company to the Executive under the Company's Long-Term Incentive Plan shall become immediately exercisable in full and otherwise vest 100% in accordance with the subject to the provisions under Section 13 of such Long-Term Performance Plan.

(d) Retirement Benefits.

(1) Defined Contribution Plans. The Company shall not use the provisions of any defined contribution plan to deny a lump sum option to the Executive unless this occurs under uniform treatment applicable to all plan participants.

(2) Defined Benefit Plan. The Executive shall be entitled to continued credit for years of service under the defined benefit plan of the Company from the date of Termination through the Compensation Period, and any compensation paid to the Executive pursuant to subsection 6(a) above shall be treated as salary compensation for purposes of such plan. To the extent that such augmentation of the defined benefit plan is not possible under such plan, the Company shall pay the Executive a lump sum amount within 60 days following the termination of the Executive's employment equal to the present value of such augmentation, or arrange to provide the Executive with substantially the same benefit.

(e) Certain Executive Reimbursement. The Company shall pay the Executive an amount necessary to reimburse the Executive for all legal fees and expenses incurred by the Executive as a result of the Change in Control of the company and such termination of employment, including any fees and expenses incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement; provided, however, that the Company shall be obliged only to pay amounts necessary to reimburse the Executive for legal fees and expense incurred by the Executive with respect to any claim or claims made by him as to which he shall substantially prevail in litigation relating thereto against the Company.

The payment provided for in subsection 6(a) hereof shall be subject to applicable payroll or other tax required to be withheld by the Company. Payments to the Executive hereunder shall be considered severance pay in consideration of past service and his or her continued service after the date of this Agreement. The payment provided for in subsection 6(d)(1) hereof shall be made to the Executive within five (5) business days after the Date of Termination. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 6 by seeking other employment or otherwise, and except as provided in subsection 6(b) above, the amount of any payment provided for in this Section 6 shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination, or otherwise.

7. Limitation on Payments. If the severance payments provided for under this Agreement, either alone or together with other payments which the Executive would have the right to receive from the Company, would constitute a "parachute payment," as defined in Section 280G (a) of the Code as in effect at the time of payment, such payment shall be reduced to the largest amount as will result in no portion being subject to the excise tax imposed by Section 4999 of the Code or the disallowance of a deduction by Company pursuant to Section 280G of the Code. The determination of the amount of any reduction under this section, and the plan and payment to which such reductions shall apply, shall, to the extent permitted by Section 409A, be made in good faith by the Executive or otherwise shall be made in such a manner so as to maximize the value of payments to the Executive and such determination shall be binding on the Company.

8. Successor; Binding Agreement

(a) The Company will require any successor (whether direct or indirect) by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of and be enforceable by the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the devisee, legatee or other designee or, if there be no such designee, to the estate of the Executive.

9. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed:

if to the Company: Chairman and Chief Executive Officer
Coeur d'Alene Mines Corporation
505 Front Avenue
Coeur d'Alene, ID 83814

if to the Executive: Donald J. Birak
2142 East Sundown Drive
Coeur d'Alene, ID 83815

or to such other address as either party may have furnished to the other in writing in accordance herewith except the notice of change of address shall be effective only upon receipt.

10. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and on behalf of the Company by the President, the chairman of the Board or such other officer as may be specifically designated by the Board. No waiver by either party there of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement shall not supersede or in any way limit the rights, duties or obligations the Executive may have under any other written agreement with the Company. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Idaho.

11. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Coeur d'Alene, Idaho in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

13. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 13. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Executive for or with respect to any taxes, penalties or interest which may be imposed upon the Executive pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Code Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Executive to less than fifty percent (50%) of the average level of services performed by the Executive during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) Payments to Specified Employees. To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Executive’s Separation from Service, the Executive is a Specified Employee, then to the extent required for Executive not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Executive sooner than the earlier of (i) six (6) months after the Executive’s Separation from Service; or (ii) the date of Executive’s death. Should this Section 13 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Executive by the Company during such delay period at Executive’s expense. Should this Section 13 result in payments or benefits to Executive at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 13, as well as reimbursement of the amount Executive paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the PrimeRate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Executive should have been made under this Agreement. For purposes of this Section 13, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) Reimbursements. For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Code Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Code Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following: (a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Executive; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Executive. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(d) No Acceleration; Separate Payments. No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(e) Cooperation. If the Company or Executive determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Executive to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Executive or any other individual to the Company. This Section 13 is not intended to impose any restrictions on payments or benefits to Executive other than those otherwise set forth in this Agreement or required for Executive not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Executive shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

[Signature page to follow]

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

THE COMPANY

COEUR D' ALENE MINES CORPORATION

/s/ Dennis E. Wheeler
Dennis E. Wheeler
Chairman, President & CEO

THE EXECUTIVE

/s/ Donald J. Birak
Donald J. Birak
Senior Vice President Exploration

Filename: cmw3943d.htm
Type: EX-10.4
Comment/Description: Amended and Restated
Employment Agmt. - Wilder

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Amended and Restated Employment Agreement

This Amended and Restated Employment Agreement is made on this 31st day of December, 2008, between Coeur d'Alene Mines Corporation ("Company"), and Al Wilder ("Employee") is made effective on 31st day of December, 2008.

WITNESSETH:

In consideration of the mutual promises and covenants herein contained to be kept and performed by the parties hereto, the parties agree as follows:

1. Employment. The Company agrees to, and hereby does, employ Employee as Senior Vice President Project Development, and Employee accepts such employment, on the terms and conditions of this Agreement.
2. Term Of Employment. The initial term of this Agreement was from July 31, 2006 through June 30, 2008, which was further extend through January 15, 2009 by amendment. The term, as amended, may be sooner terminated as herein provided. It is understood, however, that termination can occur in accordance with the provisions of paragraph 7 below, notwithstanding anything to the contrary in this paragraph 2.
3. Compensation. The Company shall pay to Employee during the duration of the term of this Agreement as follows:
 - (a) A base salary of \$255,440 annually, payable in equal monthly installments, which may be reviewed annually during any Agreement year, but which may not be decreased, and any higher salary to become the base salary for the purposes of this provision, it being understood, however, that failure to increase the salary shall not be grounds for termination of this Agreement;
 - (b) Such other compensation and benefits that may be made available by the Company in the discretion of the Board of Directors, consisting of bonuses, short-term and long-term incentive plans, pension plan, retirement plan, profit sharing plan, stock purchase plan and any other kind or type of incentive programs approved by the Board. It is understood that Employee shall be a participant in all compensation and benefit programs, both pension and welfare benefit plans, which exist for the executive staff of the Company;

(c) Employee shall be entitled to earn a bonus during each calendar year of this Agreement payable in cash equal to no less than 45% of Employee's then current annual salary, which, at the date of this Agreement, is the potential sum of \$114,948 and a maximum of \$229,896 (AIP). In addition, Employee shall be entitled to earn a bonus under the long term plan with a target level of 140% or a potential \$357,616 (LTIP). Such bonuses are at the discretion of the board of directors; and

(d) Employee will be eligible for a cash vehicle allowance to be paid by the Company which allowance amount shall be established by the Company, and may be amended from time-to- time.

4. Duties. Employee, during the term of this Agreement, shall perform the duties usually and customarily associated with the office specified in paragraph (1) above and as assigned to Employee from time-to-time by the Senior Vice President Operations of Company. As a part of Employee's duties it is agreed that Employee will become familiar with and comply with Employee's duties under the Sarbanes-Oxley laws and under the Company's corporate governance policies, and Employee will promptly execute the necessary public filings and certify the contents of such documents on the date of their filing.

Employee shall devote Employee's best efforts and substantially all of Employee's time during business hours to advance the interests of the Company. Employee shall not engage in business activity in competition with the Company.

5. Vacation. Employee shall be entitled to four (4) weeks of vacation during each contract year of this Agreement, during which the compensation provided in this Agreement shall be paid in full.

6. Disability. In the event Employee becomes disabled (inability or incapacity due to physical or mental illness or injury to perform Employee's duties) during the term of this Agreement, which renders Employee unable to perform Employee's duties, Employee shall be entitled to participate in the Company's disability payment plan in effect at the time of the disability.

7. Termination Of Employment. This Agreement shall be terminated as follows:

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- (a) In accordance with paragraph 2 above upon the expiration of the term of this Agreement or any extension thereof;
 - (b) Upon the death of Employee;
 - (c) By mutual agreement of the parties;
 - (d) Upon disability of Employee, when such disability renders Employee unable to perform Employee's duties for more than 90 continuous days;
 - (e) By the Company without giving any reason for termination, but with the understanding that the compensation provided herein, except provision of 401K, Defined Contribution Plan, life insurance, accidental death and dismemberment, vehicle allowance and disability insurance, but including the target annual incentive bonus and the long term incentive bonus if Employee is so entitled (it being understood, however, as to the incentive plans the Plan documents control the Employee's rights), shall be paid or provided in full to Employee in accordance with this Agreement in a lump sum amount within 60 days of termination of Employee's employment the aggregate amount for the period of the remaining duration of this Agreement. It is agreed that Company may set-off against the compensation due to Employee under this subparagraph any items of like compensation which Employee receives from other employment after the date of termination;
 - (f) By the Company for cause, which means that Employee has failed to perform Employee's duties after having received from the Company written documentation that Employee's duties are not being performed, which written documentation shall specify how performance is deficient, and Employee then fails to resume satisfactory performance promptly after receipt of such documentation and failure of performance is not satisfactorily rectified. For cause also means a serious and substantial failure to perform Employee's duties, which failure is so obvious and so harmful to Company that written documentation and an opportunity to rectify conduct need not be afforded by Company to Employee. For cause also means conviction of a felony, or engagement in illegal conduct which may not constitute a felony but which is injurious to the Company, in either such case Company need not allow Employee to rectify nonperformance. Failure to perform duties includes, but is not limited to, misfeasance or nonfeasance of duty which was intended to, or does, injure the Company's reputation or its business or relationships, including normal working relationships between employees; willful and continued failure of Employee to substantially perform his duties under this Agreement (except by reason of physical or mental disability, which is dealt with in paragraph 7(d) above); dishonesty in the performance of Employee's duties and material breach by Employee of the covenants contained in paragraph 4 above;

(g) Upon change in control of Company, as "change in control" is defined in the so-called change in control agreement between Company and Employee, a copy of which is attached hereto as Attachment A, and which will be executed by the parties hereto when this Agreement is executed by them. In the event of termination for this reason, Employee's and Company's rights with respect to compensation and all other matters related to employment shall be as specified in the change in control agreement, and not this Agreement;

(h) Upon the insolvency or dissolution of the Company or the cessation of business or operations; and

(i) By Employee for Good Reason. For the purposes of this Agreement "Good Reason" is defined to mean (i) a material reduction in Employee's responsibilities, authorities or duties compared to those in existence on the effective date of this Agreement which is evidence of the duties contemplated by paragraph 4; or (ii) material failure of the Company to pay to Employee any amount otherwise vested and due under this Agreement or under any plan or policy of the Company, which failure in either (i) or (ii) is not cured within five days from receipt by the Company of written notice from Employee which specifies the details of the failure.

In the event of termination of this Agreement for any of the reasons specified above other than item (e) (termination by the Company without giving any reason), Employee shall be entitled to be paid his base salary prorated for the calendar year to the date of termination. All other benefits, if any, following such termination shall be paid in accordance with the plans, policies and practices of the Company which are in effect on the date of termination. As to termination in accordance with item (e) above, Employee shall be paid in accordance with the applicable subparagraph.

8. Confidentiality. Employee agrees to keep information acquired in connection with Employee's employment confidential, in accordance with the confidentiality agreement which is attached to this Agreement, marked Attachment B, to be executed by Employee when this Agreement is executed. With respect to confidentiality, Attachment B controls the rights, duties and obligations of the parties, rather than this paragraph 8.

9. Specific Performance. Employee understands that the obligations undertaken by Employee as set forth in this Agreement are unique, and that Company will likely have no adequate remedy at law in the event such obligations are breached. Employee therefore confirms that Company has the right to seek specific performance if Company feels such remedy is essential to protect the rights of Company. Accordingly, in addition to any other remedies which Company might have in law or equity, it shall have the right to have all obligations specifically performed, and to obtain injunctive relief, preliminary or otherwise, to secure performance. Employee agrees that the arbitration provision below will not be used to assert dismissal of an action in court for injunctive relief, and agrees that the availability of arbitration is not intended by the parties to prevent Company from seeking specific performance and injunctive relief.

10. Arbitration. The Company and Employee will attempt to resolve any disputes under this Agreement by negotiation. If any matter is not thereby resolved, within 30 days after written notice by either party to the other, any dispute or disagreement arising out of or relating to this Agreement, or the breach of it, will be subject to exclusive, final and binding arbitration before one arbitrator to be conducted in Coeur d'Alene, Idaho in accordance with the Uniform Arbitration Act of the State of Idaho and the applicable laws of the State of Idaho governing arbitration of disputes. The parties to this Agreement specifically acknowledge that any such dispute under this Agreement, even though this Agreement is between an employer and an employee, is subject to said Act. Each party hereby submits to the exclusive jurisdiction of the state courts in Kootenai County, Idaho if it is necessary to proceed in court to enforce this paragraph 10.

11. Other Items. The parties also agree:

(a) This Agreement shall not be amended or modified in any way unless the amendment or modification is in writing, signed by the parties. There shall be no oral modification of this Agreement.

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- (b) No provision of this Agreement shall be waived by conduct of the parties or in any other way.
 - (c) This Agreement and its validity, interpretation, construction and performance shall be governed by the laws of the State of Idaho.
 - (d) Employee acknowledges that he received upon execution of this Agreement a copy of the Company's Insider Trading Policy, Attachment C.

12. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 12. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Employee for or with respect to any taxes, penalties or interest which may be imposed upon the Employee pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Employee to less than fifty percent (50%) of the average level of services performed by the Employee during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Employee’s Separation from Service, the Employee is a Specified Employee, then to the extent required for Employee not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Employee sooner than the earlier of (i) six (6) months after the Employee’s Separation from Service; or (ii) the date of Employee’s death. Should this Section 12 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Employee by the Company during such delay period at Employee’s expense. Should this Section 12 result in payments or benefits to Employee at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 12, as well as reimbursement of the amount Employee paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the Prime Rate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Employee should have been made under this Agreement. For purposes of this Section 12, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following:

(a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(1)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Employee; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Employee. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(c) No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(d) If the Company or Employee determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Employee to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Employee or any other individual to the Company. This Section 12 is not intended to impose any restrictions on payments or benefits to Employee other than those otherwise set forth in this Agreement or required for Employee not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Employee shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

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

Coeur d'Alene Mines Corporation

By /s/ Dennis Wheeler
Dennis E. Wheeler, President & CEO

/s/ Al Wilder
Employee - Al Wilder

EXHIBIT A:**AMENDED AND RESTATED
CHANGE IN CONTROL AGREEMENT**

THIS AMENDED AND RESTATED OF THE CHANGE IN CONTROL AGREEMENT dated as of this 31st day of December, 2008, is made and entered into between Coeur d' Alene Mines Corporation (the "Company") and Al Wilder (the "Executive") and is made in light of the following circumstances:

- A. The Company recognizes the valuable services that the Executive will render and desires to be assured that the Executive will continue his active participation in the management and business of the Company; and
- B. The Company considers the establishment and maintenance of a sound and vital management to be essential to protecting and enhancing the best interests of the Company and its shareholders, and the Company recognizes the existence and continued likely existence of possible change in control of the Company, as defined below, causing uncertainty among management and resulting in the possible departure or distraction of members of management to the detriment of the Company and its shareholders; and
- C. The Executive is willing to serve the Company, but desires assurance that in the event of any such change in control of the Company, he will be protected against the financial impact of an unexpected termination; and
- D. The Company and Executive want to document that payments under this Agreement are intended to be exempt from the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") or comply with such requirements.

NOW, THEREFORE, the Company agrees that the severance benefits described below will be provided, subject to the terms and conditions set forth below, to the Executive in the event the employment of the Executive with the Company or its subsidiaries is terminated subsequent to a change in control of the Company, as defined below, under the circumstances described below:

1. Company's Right to Terminate. During the Term of Agreement, as defined below, the Executive agrees, so long as he continues to be employed as an officer of the Company or any of its subsidiaries, to continue to perform his regular duties as such officer of the Company in accordance with the Amended and Restated Employment Agreement effective as of December 31, 2008 (the "Employment Agreement"). Notwithstanding the foregoing, the Company may terminate the employment of the Executive at any time, subject to providing the benefits hereinafter specified in accordance with the terms hereto and subject to all terms and conditions of the Employment Agreement.

2. Effective Date. The "Effective Date" shall be December 31, 2008.

3. Term of Agreement. This Agreement shall have a termination date which is identical to the Employment Agreement and shall continue from day-to-day until terminated in accordance with the termination provisions of the Employment Agreement, unless a change in control of the Company, as defined below, shall have occurred prior to that date, in which event it shall continue in effect during the two (2) year period immediately following such change in control as provided herein.

4. Change in Control. No benefits shall be payable hereunder unless there shall have occurred a *Change in Control* of the Company, as defined below, and the employment of the Executive by the Company shall have been thereafter terminated in the manner described in Section 5 hereof. For purpose of this Agreement, a *Change in Control* of the Company ("Change in Control") shall mean and be determined to have occurred in the following instances:

- (i) any organization, group or person ("Person") (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended)(the "Exchange Act") is or becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the then outstanding securities of the Company; or
- (ii) during any two-year period, a majority of the members of the Board serving at the Effective Date of this Agreement is replaced by directors who are not nominated and approved by the Board; or
- (iii) a majority of the members of the Board is represented by, appointed by or affiliated with any Person whom the Board has determined is seeking to effect a Change in Control of the Company; or
- (iv) the Company shall be combined with or acquired by another company and the Board shall have determined, either before such event or thereafter, by resolution, that a Change in Control will or has occurred.

5. Termination Following Change in Control. If a Change in Control shall have occurred, the Executive shall be entitled to the benefits provided in Section 6 hereof upon the subsequent involuntary termination, whether actual or constructive, as defined below, of the employment of the Executive within the two (2) year period immediately following such Change in Control, for any reason other than termination for cause, disability, death, normal retirement or early retirement. For the purposes of this section:

- (a) "*Constructive Involuntary Termination*" shall mean voluntary termination of employment by the Executive as a result of a material change in the duties, responsibilities, reporting relationship, job description, compensation, perquisites, office or location of employment of Executive without the written consent of the Executive. A termination by the Executive shall not be deemed to be a "Constructive Involuntary Termination" unless the Executive shall have provided notice to the Company of the change constituting Constructive Involuntary Termination within 90 days of its occurrence and the Company had a 30-day opportunity after such notice to cure such change.

(b) “Cause” shall mean termination of employment on account of (i) fraud, misrepresentation, theft or embezzlement, (ii) intentional violation of laws involving moral turpitude or which is materially injurious to the Company, (iii) willful and continued failure by the Executive substantially to perform his or her duties with the Company or its subsidiaries (other than failure resulting from the Executive’s incapacity due to physical or mental illness), after a demand for substantial performance is delivered to the Executive by the President or the Chairman of the Board of the Company, which demand specifically identifies the manner in which the Executive has not substantially performed his or her duties.

(c) “Disability” shall mean inability or incapacity, due to physical or mental illness, of the Executive to perform his or her duties with the company for a period of three continuous months.

Any termination of the employment of the Executive by the Company shall be communicated by a written notice of termination addressed to the Executive and any termination of the employment of the Executive by the Executive, except by death, shall be communicated by a written notice of termination addressed to the President or Chairman of the Board of the Company. The notice of termination shall specify the date of termination (“Date of Termination”) and the characterization of the termination.

6. Benefits Upon Termination. If the Executive’s employment by the Company shall be terminated as provided in Section 5 hereof, other than for cause, disability or death, the Executive shall be entitled to the benefits provided below:

(a) Base Salary and Bonuses. The Company shall pay a lump sum amount within 60 days following termination of employment equal to the sum of the Executive’s full annual base salary at the rate in effect immediately prior to the termination of the employment of the Executive, and the Executive’s short-term and long-term bonuses at target levels pursuant to the Company’s then current Long-Term Incentive Plan, that would have been paid for the period of two (2) years following actual involuntary termination or Constructive Involuntary Termination, if such termination occurs during the period in which this Agreement is in effect (the “Compensation Period”). Benefits paid in accordance with this Subsection 6(a) shall not be reduced in the event the Executive is employed elsewhere during this time period, or by reason of death or disability.

(b) Medical and Dental Benefits; Long-term Disability Benefits. The Company shall maintain in full force and effect from the Date of Termination through the end of the Compensation Period, all medical and dental benefits and all long term disability benefits in which the Executive was entitled to participate immediately prior to the Date of Termination, to the same extent as if the Executive had continued to be an employee of the Company during the Compensation Period, provided that such continued participation is feasible under the general terms and provisions of such plans and programs. To the extent such continued participation is not feasible, the Company shall arrange to provide the Executive with substantially the same benefits as those to which he or she would have been entitled to receive under such plans and programs. All such medical and dental benefits shall be subject to the group health plan continuation coverage requirements as provided in Section 4980B of the Internal Revenue Code of 1986, as amended (The "Code"). All such medical and dental benefits shall be discontinued upon employment by the Executive with another company and the commencement of coverage of the Executive pursuant to a long-term disability plan of such new employer.

(c) Stock Options. In the event of a Change in Control, all outstanding stock options, stock appreciation rights, restricted stock, performance plan awards and performance shares granted by the Company to the Executive under the Company's Long-Term Incentive Plan shall become immediately exercisable in full and otherwise vest 100% in accordance with the subject to the provisions under Section 13 of such Long-Term Performance Plan.

(d) Retirement Benefits.

(1) Defined Contribution Plans. The Company shall not use the provisions of any defined contribution plan to deny a lump sum option to the Executive unless this occurs under uniform treatment applicable to all plan participants.

(2) Defined Benefit Plan. The Executive shall be entitled to continued credit for years of service under the defined benefit plan of the Company from the date of Termination through the Compensation Period, and any compensation paid to the Executive pursuant to subsection 6(a) above shall be treated as salary compensation for purposes of such plan. To the extent that such augmentation of the defined benefit plan is not possible under such plan, the Company shall pay the Executive a lump sum amount within 60 days following the termination of the Executive's employment equal to the present value of such augmentation, or arrange to provide the Executive with substantially the same benefit.

(e) Certain Executive Reimbursement. The Company shall pay the Executive an amount necessary to reimburse the Executive for all legal fees and expenses incurred by the Executive as a result of the Change in Control of the company and such termination of employment, including any fees and expenses incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement; provided, however, that the Company shall be obliged only to pay amounts necessary to reimburse the Executive for legal fees and expense incurred by the Executive with respect to any claim or claims made by him as to which he shall substantially prevail in litigation relating thereto against the Company.

The payment provided for in subsection 6(a) hereof shall be subject to applicable payroll or other tax required to be withheld by the Company. Payments to the Executive hereunder shall be considered severance pay in consideration of past service and his or her continued service after the date of this Agreement. The payment provided for in subsection 6(d)(1) hereof shall be made to the Executive within five (5) business days after the Date of Termination. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 6 by seeking other employment or otherwise, and except as provided in subsection 6(b) above, the amount of any payment provided for in this Section 6 shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination, or otherwise.

7. Limitation on Payments. If the severance payments provided for under this Agreement, either alone or together with other payments which the Executive would have the right to receive from the Company, would constitute a "parachute payment," as defined in Section 280G (a) of the Code as in effect at the time of payment, such payment shall be reduced to the largest amount as will result in no portion being subject to the excise tax imposed by Section 4999 of the Code or the disallowance of a deduction by Company pursuant to Section 280G of the Code. The determination of the amount of any reduction under this section, and the plan and payment to which such reductions shall apply, shall, to the extent permitted by Section 409A, be made in good faith by the Executive or otherwise shall be made in such a manner so as to maximize the value of payments to the Executive and such determination shall be binding on the Company.

8. Successor; Binding Agreement

(a) The Company will require any successor (whether direct or indirect) by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company by agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(b) This Agreement shall inure to the benefit of and be enforceable by the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees of the Executive. If the Executive should die while any amount would be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the devisee, legatee or other designee or, if there be no such designee, to the estate of the Executive.

9. Notices. For the purposes of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed:

if to the Company: Chairman and Chief Executive Officer
Coeur d'Alene Mines Corporation
505 Front Avenue
Coeur d'Alene, ID 83814

if to the Executive: Al Wilder
170 West Linda Vista Blvd.
Oro Valley, AZ 85704

or to such other address as either party may have furnished to the other in writing in accordance herewith except the notice of change of address shall be effective only upon receipt.

10. Miscellaneous. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and on behalf of the Company by the President, the chairman of the Board or such other officer as may be specifically designated by the Board. No waiver by either party there of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the time or at any prior to subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. This Agreement shall not supersede or in any way limit the rights, duties or obligations the Executive may have under any other written agreement with the Company. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Idaho.

11. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Coeur d'Alene, Idaho in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

13. Section 409A Compliance. All payments pursuant to this Agreement shall be subject to the provisions of this Section 13. This Agreement is intended to be interpreted and operated to the fullest extent possible so that the payments and benefits under this Agreement either shall be exempt from the requirements of Section 409A or shall comply with the requirements of Section 409A; provided, however, that notwithstanding anything to the contrary in this Agreement in no event shall the Company be liable to the Executive for or with respect to any taxes, penalties or interest which may be imposed upon the Executive pursuant to Section 409A. For purposes of this Agreement, the date on which a "separation from service" pursuant to Section 409A ("Separation from Service") occurs shall be treated as the termination of employment date for purposes of determining the timing of payments under this Agreement to the extent necessary to have such payments and benefits under this Agreement be exempt from the requirements of Section 409A or comply with the requirements of Section 409A. For purposes of determining whether a Separation from Service has occurred for purposes of Code Section 409A, a Separation from Service is deemed to include a reasonably anticipated permanent reduction in the level of services performed by the Executive to less than fifty percent (50%) of the average level of services performed by the Executive during the immediately preceding 12-month period (or period of service if less than 12 months).

(a) Payments to Specified Employees. To the extent that any payment or benefit pursuant to this Agreement constitutes a “deferral of compensation” subject to Section 409A (after taking into account to the maximum extent possible any applicable exemptions) (a “409A Payment”) treated as payable upon a Separation from Service, then, if on the date of the Executive’s Separation from Service, the Executive is a Specified Employee, then to the extent required for Executive not to incur additional taxes pursuant to Section 409A, no such 409A Payment shall be made to the Executive sooner than the earlier of (i) six (6) months after the Executive’s Separation from Service; or (ii) the date of Executive’s death. Should this Section 13 otherwise result in the delay of in-kind benefits, any such benefit shall be made available to the Executive by the Company during such delay period at Executive’s expense. Should this Section 13 result in payments or benefits to Executive at a later time than otherwise would have been made under this Agreement, on the first day any such payments or benefits may be made without incurring additional tax pursuant to Section 409A (the “409A Payment Date”), the Company shall make such payments and provide such benefits as provided for in this Agreement, provided that any amounts that would have been payable earlier but for the application of this Section 13, as well as reimbursement of the amount Executive paid for benefits pursuant to the preceding sentence, shall be paid in lump-sum on the 409A Payment Date along with accrued interest at the PrimeRate quoted by JP Morgan Chase on the date that payments or benefits, as applicable, to Executive should have been made under this Agreement. For purposes of this Section 13, the term “Specified Employee” shall have the meaning set forth in Section 409A.

(b) Reimbursements. For purposes of complying with Section 409A and without extending the payment timing otherwise provided in this Agreement, taxable reimbursements under this Agreement, subject to the following sentence and to the extent required to comply with Code Section 409A, will be made no later than the end of the calendar year following the calendar year in which the expense was incurred. To the extent required to comply with Code Section 409A, any taxable reimbursements and any in-kind benefits under this Agreement will be subject to the following: (a) payment of such reimbursements or in-kind benefits during one calendar year will not affect the amount of such reimbursement or in-kind benefits provided during any other calendar year (other than for medical reimbursement arrangements as excepted under Treasury Regulations §1.409A-3(i)(1)(iv)(B) solely because the arrangement provides for a limit on the amount of expenses that may be reimbursed under such arrangement over some or all of the period the arrangement remains in effect); (b) such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another form of compensation to the Executive; and (c) the right to reimbursements under this Agreement will be in effect for the lesser of the time specified in this Agreement or ten years plus the lifetime of the Executive. Any taxable reimbursements or in-kind benefits shall be treated as not subject to Section 409A to the maximum extent provided by Section 409A.

(d) No Acceleration; Separate Payments. No 409A Payment payable under this Agreement shall be subject to acceleration or to any change in the specified time or method of payment, except as otherwise provided under this Agreement and consistent with Section 409A. If under this Agreement, a 409A Payment is to be paid in two or more installments, for purposes of Section 409A, each installment shall be treated as a separate payment.

(e) Cooperation. If the Company or Executive determines that any provision of this Agreement is or might be inconsistent with the requirements of Section 409A, the parties shall attempt in good faith to agree on such amendments to this Agreement as may be necessary or appropriate to avoid subjecting Executive to the imposition of any additional tax under Section 409A without changing the basic economic terms of this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with Section 409A from Executive or any other individual to the Company. This Section 13 is not intended to impose any restrictions on payments or benefits to Executive other than those otherwise set forth in this Agreement or required for Executive not to incur additional tax under Section 409A and shall be interpreted and operated accordingly. The Company to the extent reasonably requested by Executive shall modify this Agreement to effectuate the intention set forth in the preceding sentence.

[Signature page to follow]

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

THE COMPANY

COEUR D' ALENE MINES CORPORATION

/s/ Dennis E. Wheeler

Dennis E. Wheeler

Chairman, President & CEO

THE EXECUTIVE

/s/ Al Wilder

Al Wilder

Senior Vice President Project Development