UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): January 21, 2016

Coeur Mining, Inc.
(Exact name of registrant as specified in its charter)

Delaware 1-8641 82-0109423
(State or other jurisdiction (Commission (IRS Employer
of incorporation or organization) File Number) Identification No.)

104 S. Michigan Avenue
Suite 900
Chicago, Illinois 60603
(Address of Principal Executive Offices)

(312) 489-5800
(Registrant’s telephone number, including area code)

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

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
As previously reported, Keagan J. Kerr, Senior Vice President, Corporate Affairs and Human Resources of Coeur Mining, Inc. (the “Company”) resigned from the Company.

In connection therewith, Mr. Kerr entered into a Separation and Release of Claims Agreement with the Company (the "Agreement"), on January 21, 2016, pursuant to which Mr. Kerr’s employment with the Company will terminate effective January 31, 2016 (the “Separation Date”). The Agreement contains customary post-termination restrictive covenants and a release of claims against the Company.

Pursuant to the Agreement, on or prior to January 29, 2016, Mr. Kerr will receive a one-time cash payment of $143,925 less applicable withholdings, an amount equivalent to the amount Mr. Kerr would have received for 2015 under the Company’s Annual Incentive Plan had he not resigned. In addition, Mr. Kerr and his family will be entitled to COBRA coverage for up to 4 months following the Separation Date, payable by Company. Beginning on the Separation Date, the Company also will engage Mr. Kerr as a consultant at a monthly rate of $23,750 for up to four months following the Separation Date.

Item 9.01. Financial Statements and Exhibits.

(d) List of Exhibits

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
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<td>Separation and Release of Claims Agreement dated January 21, 2016, between Coeur Mining, Inc. and Keagan J. Kerr.*</td>
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<td>Professional Services Agreement effective February 1, 2016, between Coeur Mining, Inc. and Keagan J. Kerr.*</td>
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* Management contract or compensatory plan or arrangement.
Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

COEUR MINING, INC.

Date: January 22, 2016

By: /s/ Casey M. Nault
Name: Casey M. Nault
Title: Senior Vice President, General Counsel and Secretary
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SEPARATION AND RELEASE OF CLAIMS AGREEMENT

THIS SEPARATION AND RELEASE OF CLAIMS AGREEMENT (this “Agreement”) is entered into by and between Keagan J. Kerr (“Employee” or “You”) and Coeur Mining, Inc. (“Company”).

RECITALS

A. Employee has been employed by the Company and has notified the Company of his resignation. Accordingly, Employee’s employment is terminated effective January 31, 2016, and Employee’s last date of work is January 29, 2016.

B. Employee and the Company desire to resolve any and all disputes that may exist, whether known or unknown, between them, including, but not limited to, disputes relating to Employee’s employment with the Company and the termination of that employment relationship.

C. The Company has an Executive Severance Policy under which Employee was covered under which no severance or any other benefits are due as a result of Employee’s voluntary resignation. The Company also may make separation payments to Employee if it chooses to do so in exchange for a full release of claims and other obligations.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and in the Supplemental Waiver and Release Agreement (“Supplemental Release”), attached hereunder as Exhibit A, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, You and the Company agree as follows:

AGREEMENT

1. Effective Date. This Agreement is effective on the date this Agreement is signed by both You and the Company.

2. Termination of Employment: Your employment with the Company terminates effective January 31, 2016 (the “Separation Date”). However, in the event that the Company requests You to remain employed and work for an additional period of time, you must do so in order to receive the benefits provided in Paragraph 3.

3. Separation Assistance. Upon Your signing and returning and the Company countersigning this Agreement, You will receive the payments and/or benefits described below:

   (a) Separation Payment. In consideration for Your promises and covenants contained in this Agreement and the Supplemental Release, Company agrees to pay You an amount equal to $143,925 (the “Separation Payment”) subject to statutory and elective deductions and withholdings. This Separation Payment will be paid in a lump sum payment on or prior to January 29, 2016, and includes, but is not limited to, any severance, bonus or other payment to which You may otherwise be entitled to from the Company through the Separation Date. In other words, this
is the entire amount You will receive from the Company, and You agree that You are not entitled to any other payments except as stated herein.

(b) **Health Insurance.** In consideration for Your promises and covenants contained in this Agreement and the Supplemental Release, Company agrees to subsidize the cost of health insurance benefits through COBRA coverage by covering the employer paid portion of Your COBRA election for continuation of Your medical coverage for up to four (4) months after your medical coverage ends due to the termination of your employment. If You wish to enroll in COBRA continuation medical coverage, You must complete all paperwork necessary to elect COBRA coverage. You understand that this will not be done by the Company. If You fail to elect COBRA coverage or make a payment, the Company has no further duties with respect to health insurance. Under federal law, COBRA coverage normally lasts no more than a maximum of 18 months or until you become covered by new health care coverage.

(c) **Other Benefits.** Other than Sections 3(a) and (b) above in this Agreement, the Company has not agreed to provide You with any other benefits as part of this Agreement. Any other benefits to which You may be entitled will be governed by the terms of the appropriate benefit plans or applicable law.

(d) **Acknowledgment.** You acknowledge that the payments and benefits provided for in this Agreement exceed those which You would normally receive upon termination of the employment relationship in this situation and that such additional payments and benefits are in exchange for You signing this Agreement.

(e) **Taxes.** Company does not make any representations and is not providing any advice regarding the taxation of the payments described in this Agreement, including, but not limited to taxes, interest, and penalties under Section 409A of the Internal Revenue Code and liabilities under state tax laws (together, “Tax Liabilities”). No indemnification or gross-up is payable under this Agreement with respect to any such Tax Liabilities. You agree to release the Company from any and all claims related to Your Tax Liabilities and hold the Company harmless in the event of any claims made against You related to such Tax Liabilities.

4. **Release.**

(a) **General Release.** In exchange for the compensation, payments, benefits, promises and other consideration provided to You under this Agreement, to the fullest extent permitted by law, You for yourself, your successors, heirs and assigns, hereby forever release and discharge the Company and Releasees (as defined below) from any and all claims, grievances, injuries, causes of action, suits, arbitrations, wages, attorneys’ fees, costs, damages, promises, contracts or liabilities whatsoever, in law or in equity, whether known or unknown or suspected to exist by You, which You have had or may now have against Company or Releasees, including, but not limited to, any arising from or connected in any way with Your employment with the Company or the termination of that employment. Without limiting the generality of the foregoing, this waiver and release includes any claim or right based upon any federal, state, or local employment practices or laws including, but not limited to: Title VII of the Civil Rights Act of 1964, the Americans With
Disabilities Act (ADA), the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act (WARN), the
Equal Pay Act, the Family and Medical Leave Act of 1993 (FMLA), the Employee Retirement Income Security Act (ERISA), the
Illinois Human Rights Act, the Right to Privacy in the Workplace Act, the Illinois Health and Safety Act, the Illinois Worker
Adjustment and Retraining Notification Act, the Illinois One Day Rest in Seven Act, the Illinois Union Employee Health and
Benefits Protection Act, the Illinois Employment Contract Act, the Illinois Labor Dispute Act, the Victims' Economic Security and
Safety Act, the Illinois Whistleblower Act and amendments to those laws as well as any claims under local statutes and ordinances
that may be legally waived and released and/or any other federal, state or local laws dealing with employment claims, practices,
discrimination, wrongful discharge, or breach of contract. Without limiting the generality of the foregoing, You hereby
acknowledge and covenant that You have knowingly relinquished and forever release any and all remedies which might otherwise
be available to You, including claims for back pay, liquidated damages, recovery of interest, costs, punitive damages or attorneys’
fees, and any claims for employment or re-employment with Company.

(b) Releasees. For purposes of this Agreement, the term “Releasees” includes the Company and the
Company’s parents, subsidiaries, affiliates, related companies, partnerships and joint ventures, predecessors, successors and
assigns, and with respect to each such entity, all of its past and present employees, officers, directors, shareholders, owners,
representatives, agents, attorneys, assigns, insurers, employee benefits plans and such plans’ administrators, fiduciaries, trustees,
assigns and agents, and each of its and their respective successors and assigns, each and all of them in their personal and
representative capacities, and any other persons or entities acting on behalf of any of these persons or entities.

(c) Exceptions. Nothing in this Agreement constitutes a release or waiver by You, or prevents You from
making or asserting: (i) any claim or right under COBRA; (ii) any claim or right for unemployment insurance or workers’
compensation benefits; (iii) any claim to vested benefits under the written terms of a qualified employee pension or retirement
benefit plan; (iv) any claim that cannot be waived as a matter of law; and (v) any claim or right under this Agreement. In addition,
the foregoing release of claims excludes and You do not waive, release or discharge (i) any right to file an administrative charge or
complaint with the Equal Employment Opportunity Commission or other administrative agency, although the Employee waives any
right to monetary relief related to such a charge or administrative complaint; and (ii) any right to make claims, which cannot be
waived by law; provided, however, you waive any right to, and agree not to seek, any personal or monetary relief in any such
charge, complaint, investigation, or proceeding, and if You receive any such personal or monetary relief, the Company will be
entitled to an offset for the payments made to You under this Agreement. If it is determined that any claim covered by Paragraph 4
cannot be released as a matter of law, this release of claims will remain valid and fully enforceable as to the remaining released
claims.

5. Absence of Certain Claims.

(a) You agree that as of the date you sign this Agreement: (i) if You requested a leave of absence, the
Company has made available to You information about the Family and Medical Leave Act (“FMLA”) and other leave rights and
You were not improperly denied any
request for leave under the FMLA or other leave law; (ii) if You took leave under the FMLA or other leave law, the Company provided You with the full range of benefits to which You were entitled and did not subject You to any retaliation as a result of taking such leave; (iii) the Company paid You all wages, including overtime, commissions, bonuses, incentives, vacation and other time off benefits, and any other form of compensation or remuneration of any kind, and You have properly reported all hours that You have worked, if required to do so; and (iv) the Company gave You appropriate notice of Your separation from employment under the Worker Adjustment Retraining and Notification Act or similar state or local law, if applicable.

(b) As of the date You sign this Agreement you agree and warrant that: (i) You have advised the Company of all facts of which You are aware that You believe may constitute a violation of the Company’s general polices, compliance policies, legal obligations, or the law; (ii) the Company has resolved those issues to your satisfaction; (iii) you are not aware of any current violations of the Company’s general policies, compliance policies, legal obligations, or the law; and (iv) you have not suffered any adverse action as a result of your conduct in this regard.

6. **Non-Admission of Liability.** You and the Company agree that this Agreement shall not in any way be construed or interpreted as an admission of liability or wrongdoing by the Company, the Releasees, or You, any such liability or wrongdoing being expressly denied.

7. **Return of Company Property.** You covenant that on the Separation Date, You will have returned to the Company all Company property including, but not limited to, company credit cards, building passes, mobile devices, iPads, computer laptops, original and duplicate copies of all Your work product and of files, calendars, books, records, notes, notebooks, customer lists and proposals to customers, manuals, computer disks, thumb drives, diskettes and any other magnetic and other materials you have in your possession or under your control belonging to the Company and Releasees or containing confidential or proprietary information concerning the Company and Releasees or their customers or operations.

8. **Cooperation.** As a free and voluntary act, You agree after the termination date to cooperate at the Company’s request and expense with any inquiries, investigations, threats of litigation, or claims or lawsuits by or involving the Releasees on matters regarding which You had some knowledge or responsibility. You shall make yourself reasonably available at the Company’s request and expense for any inquiry, investigation or litigation, including specifically, but not exclusively, preparation for depositions and trial. You will not receive reimbursement for time spent testifying in depositions or trial or any interview by government officials. You agree not to assist or provide information in any private litigation against the Releasees, except as required under law or formal legal process, and only after first giving notice to the Company to allow the Company to take action with respect to any request for information or assistance by anyone.

9. **Confidentiality.** You agree to hold the facts and circumstances surrounding the execution of this Agreement and the Supplemental Release in strictest confidence.
10. Continuing Obligations.

(a) Confidential and Proprietary Information. Unless you first secure the Company’s written consent, you shall not directly or indirectly publish, disclose, market or use, or authorize, advise, hire, counsel or otherwise procure any other person or entity, directly or indirectly, to publish, disclose, market or use, any trade secrets, proprietary computer software and programs, and other confidential and proprietary information and materials of or about the Company and Releasees and their operations and customers, including any confidential and proprietary information and materials of which you became aware or informed during your employment with the Company (“Company Proprietary Information”). Such Company Proprietary Information is and shall continue to be the exclusive proprietary property of the Company and Releasees.

(b) Agreement Not to Compete. As a condition to and in consideration for any benefits provided under this Agreement, You shall not, during the term You provide consulting services to the Company under the Consulting Agreement between You and the Company dated as of February 1, 2016, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, co-venturer or otherwise, compete with the Company or any affiliate (collectively, the “Company Group”) within any state, province or region in any country in which the Company Group conducts business, or has plans (of which You were aware) to conduct business, as of the Separation Date, or undertake any planning for any business competitive with the Company Group. Specifically, but without limiting the foregoing, You shall not engage in any manner in any activity that is directly or indirectly competitive with the business of the Company Group as conducted as of the Separation Date, and You further agree not to work or provide services, in any capacity, whether as an employee, independent contractor or otherwise, whether with or without compensation, to any Person who is engaged in any business that is competitive with the business of the Company Group. For the purposes of this paragraph, the business of the Company shall include active exploration and precious metals mining operations. The foregoing, however, shall not prevent Your passive ownership of two percent (2%) or less of the equity securities of any publicly traded company.

(c) Agreement Not to Solicit Business Contacts. As a condition to and in consideration for any benefits provided under this Agreement, You shall not, for one (1) year following Your Separation Date (the “Restricted Period”), directly or indirectly (i) solicit or encourage any client, customer, bona fide prospective client or customer, supplier, licensee, licensor, landlord or other business relation of the Company and/or any of its affiliates (each a “Business Contact”) to terminate or diminish its relationship with them; or (ii) seek to persuade any such Business Contact to conduct with anyone else the business of the Company that such Business Contact conducts or could conduct with the Company and/or any of its affiliates.

(d) Agreement Not to Solicit or Hire Employees. As a condition to and in consideration for any benefits provided under this Agreement, You shall not, during the Restricted Period, directly or indirectly solicit for employment, employ or induce or attempt to induce any employees, consultants, contractors or representatives of the Company and/or any of its affiliates to stop working for, contracting with or representing the Company and/or its affiliates. Notwithstanding the foregoing, You will not be in breach or violation hereof in the event You use

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any form of industry wide or public media to advertise, seek or solicit employment, consulting, contract or representative services without specifically targeting the employees, consultants, contractors or representatives of the Company.

(e) **Non-Disparagement.** As a condition to and in consideration for any benefits provided under this Agreement, You shall not, during the Restricted Period or at any time thereafter, make, directly or indirectly, any public or private statements or other communications that are or could be harmful to or reflect negatively on (or that are otherwise disparaging of) the Company or any of its affiliates or their respective businesses, or any of their past, present or future officers, directors, employees, advisors, agents, policies, procedures, practices, decision-making, conduct, professionalism or compliance with standards. In addition, neither the Company nor any of its affiliates, officers or directors shall, during the Restricted Period or at any time thereafter, make, directly or indirectly, any public or private statements or other communications that are or could be harmful to or reflect negatively on (or that are otherwise disparaging of) You or Your conduct, professionalism or compliance with standards.

(f) **Compliance with Law or Legal Process.** Nothing in this Agreement prohibits or restricts any party or such party’s attorneys from their rights to: (i) disclose relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process; or (ii) participate, cooperate, or testify in any action, investigation, or proceeding with, or provide information to, the Company’s Legal Department, any self-regulatory organization, any governmental agency, or legislative body; provided that, if permitted by law, upon receipt of any subpoena, court order or other legal process compelling the disclosure of any such information or documents, the party receiving the subpoena, order, or legal process shall give prompt written notice to the other party to permit the other party to protect its interests in confidentiality to the fullest extent possible.

(g) **Termination of Benefits.** In the event You, at any time, violate any of these Continuing Obligations or other confidentiality obligations to the Company: (i) You will be deemed in material breach of this Agreement and (ii) the Company will be relieved of any ongoing obligation to comply with any of the terms of this Agreement, including without limitation the obligation to make the Separation Payment described above, and (iii) the Company will be entitled to the return of all payments made to you pursuant to this Agreement and retaining the right to take any other action to enforce this Agreement and seek additional damages and other judicial relief for any breach.

11. **Acknowledgments.**

(a) **Entire Agreement.** The parties hereto acknowledge and agree that this Agreement contains the entire Agreement between Company and You with respect to the subject matter hereof and that it supersedes and invalidates any previous agreements or policies or contracts between them. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be of any force or effect.
(b) **Modification.** This Agreement may not be changed orally, and no modification, amendment, or waiver of any of the provisions contained in this Agreement, nor any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party unless made in writing and signed by both parties.

(c) **Understanding of Agreement.** You expressly state that you have carefully read this Agreement, understand it and agree and acknowledge that you are releasing Company from any possible claim which you may have relating to your employment with Company or the termination of such employment. You further agree that it has been recommended to You that You consult with an attorney and any other advisor of Your own choosing regarding Your execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**Coeur Mining, Inc.**

By: /s/ Mitchell J. Krebs
Name: Mitchell J. Krebs
Title: President, Chief Executive Officer and Director
Date: January 21, 2016

**EMPLOYEE**

/s/ Keagan J. Kerr
Keagan J. Kerr
Date: January 21, 2016
SUPPLEMENTAL WAIVER AND RELEASE AGREEMENT

THIS SUPPLEMENTAL WAIVER AND RELEASE AGREEMENT ("Supplemental Release") is entered into by Keagan J. Kerr ("Employee" or "You") for the benefit of Coeur Mining, Inc. ("Company") and the other Releasees. Capitalized terms not otherwise defined herein will have the same meaning ascribed to them in the Separation and Release of Claims Agreement ("Agreement"), and you hereby agree as follows:

1. Release.

(a) **General Release.** In exchange for the compensation, payments, benefits, promises and other consideration provided to You under the Agreement, to the fullest extent permitted by law, You for yourself, your successors, heirs and assigns, hereby forever release and discharge the Company and Releasees (as defined below) from any and all claims, grievances, injuries, causes of action, suits, arbitrations, wages, attorneys’ fees, costs, damages, promises, contracts or liabilities whatsoever, in law or in equity, whether known or unknown or suspected to exist by You, which You have had or may now have against Company or Releasees, including, but not limited to, any arising from or connected in any way with Your employment with the Company or the termination of that employment. Without limiting the generality of the foregoing, this waiver and release includes any claim or right based upon any federal, state, or local employment practices or laws including, but not limited to: Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act (ADA), the Rehabilitation Act of 1973, the Worker Adjustment and Retraining Notification Act (WARN), the Equal Pay Act, the Family and Medical Leave Act of 1993 (FMLA), the Employee Retirement Income Security Act (ERISA), the Illinois Human Rights Act, the Right to Privacy in the Workplace Act, the Illinois Health and Safety Act, the Illinois Worker Adjustment and Retraining Notification Act, the Illinois One Day Rest in Seven Act, the Illinois Union Employee Health and Benefits Protection Act, the Illinois Employment Contract Act, the Illinois Labor Dispute Act, the Victims’ Economic Security and Safety Act, the Illinois Whistleblower Act and amendments to those laws as well as any claims under local statutes and ordinances that may be legally waived and released and/or any other federal, state or local laws dealing with employment claims, practices, discrimination, wrongful discharge, or breach of contract. Without limiting the generality of the foregoing, You hereby acknowledge and covenant that You have knowingly relinquished and forever release any and all remedies which might otherwise be available to You, including claims for back pay, liquidated damages, recovery of interest, costs, punitive damages or attorneys’ fees, and any claims for employment or re-employment with Company.

(b) **Exceptions.** Nothing in this Supplemental Release constitutes a release or waiver by You, or prevents You from making or asserting: (i) any claim or right under COBRA; (ii) any claim or right for unemployment insurance or workers’ compensation benefits; (iii) any claim to vested benefits under the written terms of a qualified employee pension or retirement benefit plan; (iv) any claim that cannot be waived as a matter of law; and (v) any claim or right under this Agreement. In addition, the foregoing release of claims excludes and You do not waive, release or discharge (i) any right to file an administrative charge or complaint with the Equal Employment Opportunity Commission or other administrative agency, although the Employee waives any right to monetary relief related to such a charge or administrative complaint; and (ii)
any right to make claims which cannot be waived by law; provided, however, you waive any right to, and agree not to seek, any personal or monetary relief in any such charge, complaint, investigation, or proceeding, and if You receive any such personal or monetary relief, the Company will be entitled to an offset for the payments made to You under the Agreement. If it is determined that any claim covered by this Paragraph cannot be released as a matter of law, this release of claims will remain valid and fully enforceable as to the remaining released claims.


(a) You agree that as of the date you sign this Supplemental Release: (i) if You requested a leave of absence, the Company has made available to You information about the Family and Medical Leave Act (“FMLA”) and other leave rights and You were not improperly denied any request for leave under the FMLA or other leave law; (ii) if You took leave under the FMLA or other leave law, the Company provided You with the full range of benefits to which You were entitled and did not subject You to any retaliation as a result of taking such leave; (iii) the Company paid You all wages, including overtime, commissions, bonuses, incentives, vacation and other time off benefits, and any other form of compensation or remuneration of any kind, and You have properly reported all hours that You have worked, if required to do so; and (iv) the Company gave You appropriate notice of Your separation from employment under the Worker Adjustment Retraining and Notification Act or similar state or local law, if applicable.

(b) As of the date You sign this Supplemental Release you agree and warrant that: (i) You have advised the Company of all facts of which You are aware that You believe may constitute a violation of the Company’s general policies, compliance policies, legal obligations, or the law; (ii) the Company has resolved those issues to your satisfaction; (iii) you are not aware of any current violations of the Company’s general policies, compliance policies, legal obligations, or the law; and (iv) you have not suffered any adverse action as a result of your conduct in this regard.

3. Return of Company Property. You covenant that You will have returned to the Company all Company property including, but not limited to, company credit cards, building passes, mobile devices, iPads, computer laptops, original and duplicate copies of all Your work product and of files, calendars, books, records, notes, notebooks, customer lists and proposals to customers, manuals, computer disks, thumb drives, diskettes and any other magnetic and other materials you have in your possession or under your control belonging to the Company and Releasees or containing confidential or proprietary information concerning the Company and Releasees or their customers or operations.

______________________________
Keagan J. Kerr
Date: ____________________________

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PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), entered into as of the 1st day of February, 2016, is between Coeur Mining, Inc., a Delaware corporation (“Coeur”), whose mailing address is 104 S. Michigan Ave., Ste. 900, Chicago, Illinois 60603, and Keagan J. Kerr (“Consultant”) whose address is [REDACTED].

RECITALS

WHEREAS, Coeur desires the professional services of a Consultant for the purpose of providing human resources support to Coeur; and

WHEREAS, Consultant represents that he is qualified and desires to perform the professional services requested by Coeur, for the specified purpose provided above.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth to be kept and performed by the parties hereto, Coeur and Consultant hereby agree as follows:

AGREEMENT

ARTICLE 1.0. COEUR’S REPRESENTATIVE(S).

1.1 Coeur’s Representative for the project shall be Mitchell J. Krebs.

1.2 Coeur may, by written Notice signed by Coeur’s authorized agent, appoint additional or substitute representatives.

ARTICLE 2.0. SCOPE OF SERVICES.

2.1 Consultant shall perform, pursuant to the terms and conditions of this Agreement, the professional services as set forth in Exhibit A, hereinafter referred to as “Services”. Exhibit A and written instructions to Consultant from Coeur shall more particularly describe the Services to be performed, the place of performance; the date of performance; the date of completion; and the maximum number of days of Services to be performed. Exhibit A is incorporated into this Agreement by this reference and may be amended or further extended by the parties’ mutual agreement.

2.2 From time to time, Consultant shall engage in discussions with authorized Coeur personnel while performing Services under this Agreement.

2.3 Consultant shall not contact third parties in connection with performance of the Services without prior written authorization from Coeur.
2.4 Upon the written request of Coeur, Consultant shall prepare and deliver to Coeur progress reports and a final report of his findings and recommendations, and such other reports or writings as Coeur may, from time to time, find necessary and reasonable.

ARTICLE 3.0. COMPENSATION AND EXPENSES.

3.1 Compensation for the Services shall be provided in and described by the schedule set forth in Exhibit A, attached hereto. All amounts shall be in United States dollars. Unless this Agreement specifies otherwise in Exhibit A, the compensation to Consultant shall be inclusive of any and all costs of Consultant’s operation, including, without limitation, costs attributable to payroll, employee benefits, fringe benefits, overhead and profits, and costs associated with licenses, bonds, permits, supplies, machinery, safety devices, protective clothing, transportation and any taxes associated with goods and services acquired by Consultant for use in performing the Services to be provided under this Agreement.

3.2 In addition to compensation for Services, Coeur shall reimburse Consultant for all reasonable and necessary travel expenses actually incurred by Consultant upon the request of Coeur. Transportation and subsistence costs shall be paid by Coeur, except when Consultant is providing Services outside of a 50 mile radius from Consultant’s home located in Elmhurst, Illinois. Complete and accurate records of reimbursable costs and expenses shall be kept and submitted to Coeur by Consultant and shall be subject to audit by Coeur, using generally accepted accounting principles for auditing procedures.

3.3 Except as otherwise provided in Exhibit A, Consultant shall prepare and submit to Coeur, on a calendar month basis, a detailed statement of charges. The statement shall set forth the number of days or fractions of days of Services performed and the dates and locations of performance, and shall be accompanied by receipts and other evidence substantiating travel or other expenses incurred. Statements shall be directed to Coeur’s Representative, Coeur Mining, Inc., 104 S. Michigan Ave., Ste. 900, Chicago, Illinois 60603. Subject to verification by Coeur, payments of amounts due shall be made by Coeur within 30 days after receipt of such statements.

3.4 During the Term and for a period of three (3) years following the termination of this Agreement, Consultant shall maintain complete and accurate books and records with respect to the Services rendered, the materials and equipment provided in connection with the Services, any allowed expenses, and the invoices submitted to Coeur for payment under this Agreement. Coeur may audit such books and records of Consultant as is reasonably necessary to determine the accuracy of any Invoice rendered by Consultant until three (3) years after the date of the Invoice. Such audits shall not be performed more often than annually, and shall not be performed in a manner which substantially impedes Consultant’s business. Coeur shall require any accountants conducting such audits to execute a confidentiality agreement imposing upon such accountants the same obligations of confidentiality towards Consultant that such accountants have towards Coeur.
ARTICLE 4.0. AGREEMENT DURATION.

4.1 This Agreement shall commence on the date first mentioned above and shall be in effect, subject to the terms of this Agreement, through the earliest to occur of (i) May 31, 2016 or (ii) the date Consultant commences employment or consulting services for a party other than Coeur or its affiliates, unless sooner terminated (the “Term”).

4.2 Coeur may immediately terminate this Agreement by written notice to Consultant if Consultant fails to comply with any applicable local, state, and federal laws, regulations, rules, and orders of any governmental authority or any policies, guidelines, or practices of Coeur, the noncompliance with which presents, in the reasonable opinion of Coeur, a material threat to human safety or health or the environment. If so terminated, Coeur has no obligation to compensate or reimburse Consultant for any amounts except for Services rendered and expenses incurred prior to the termination date.

4.3 Coeur may terminate this Agreement if Consultant has breached any material provision hereof (other than those subject to immediate termination as described in Section 4.2 above) and such breach continues for a period of thirty (30) days after written notice thereof has been given. If so terminated, Coeur has no obligation to compensate or reimburse Consultant for any amounts except for Services rendered and expenses incurred prior to the termination date.

4.4 Coeur may terminate this Agreement for any reason by giving Consultant thirty (30) days written notice of termination and by paying Consultant the remaining term of the contract, subject to Consultant first signing a general release in a form acceptable to Coeur.

4.5 Consultant may terminate this Agreement if (i) Coeur fails to make payment to Consultant when due in accordance with the terms of this Agreement and such failure continues for a period of thirty (30) days after written notice thereof has been given to Coeur, or (ii) Coeur has breached any material provision of this Agreement and such breach continues for a period of thirty (30) days after written notice thereof has been given to Coeur.

4.6 If this Agreement terminates, then the Services shall automatically terminate on the same date; provided that Coeur may specify in the notice of termination that certain Services are to be completed, in which event this Agreement shall continue to apply to such Services until such are completed. Consultant shall not be entitled to payment for Services performed after the effective date of any notice of termination unless approved by Coeur or otherwise provided in this Agreement or the notice of termination. No party shall be relieved of any of its obligations arising under this Agreement prior to the termination. Termination will be without prejudice to any rights and remedies available to a Party, including injunctive relief. The parties’ rights and obligations contained in Articles 8 and 9, and any other provisions of this Agreement that by their terms are intended to survive, shall continue to be effective following termination of this Agreement.
ARTICLE 5.0. COMPLIANCE WITH STATE AND FEDERAL LAWS.

5.1 Consultant shall comply with all applicable State, Federal, international or local laws, rules or regulations, including, but not limited to all relevant provisions of the Foreign Corrupt Practices Act of 1977 as amended (“FCPA”), 15 USC §§78 dd-1, et seq. in the execution and completion of its Services. Consultant must also abide by Coeur’s policies, guidelines, rules, and procedures, as the same may be amended from time to time. Consultant represents that he has all licenses or other authorizations required by law to enable him to perform Services hereunder in the country or state where the Services are to be performed. Consultant shall be fully and solely responsible for conducting all operations under this Agreement, at all times, in such a manner as to avoid the risk of bodily harm to persons and damage to property.

ARTICLE 6.0. INDEPENDENT CONTRACTOR.

6.1 Consultant is and shall be, in the performance of all Services, an independent contractor. Consultant shall not in any way, at any time, be an employee or agent of Coeur, and shall not indicate or represent to any third party that Consultant is an employee or agent of Coeur. Consultant shall have no authority contractually to bind or obligate Coeur or to incur any debt or obligation on behalf of Coeur.

ARTICLE 7.0. PROFESSIONAL RESPONSIBILITY.

7.1 Consultant agrees that he will perform the work requested under this Agreement, in accordance with the standards of care, skill, and diligence normally provided by competent professionals in the performance of services in respect to work similar to that contemplated by this Agreement.

ARTICLE 8.0. INDEMNIFICATION.

8.1 Coeur shall not be liable for Consultant’s failure to exercise reasonable care in performing Services, except in the case of damages or injuries caused directly by Coeur or its employees, officers, or agents. Consultant agrees to defend, indemnify, and hold Coeur’s and Coeur’s affiliated and subsidiary companies and their employees, officers or agents, harmless against all costs, loss or damage (including attorney's fees) arising directly or indirectly out of the performance of the Services hereunder, except only claims arising out of accidents resulting from the sole negligence of Coeur.

ARTICLE 9.0. NONDISCLOSURE AND OWNERSHIP OF WORK PRODUCT.

9.1 Consultant shall not, without the prior written consent of Coeur, disclose the facts and circumstances surrounding the entry by Coeur and Consultant into this Agreement.

9.2 All reports, publications, exhibits, films, data, conclusions, and other non-public information, documentation or work product furnished by Coeur to Consultant or obtained or developed by Consultant in providing the Services under this Agreement, and all information
regarding Coeur's business plans, operations, properties, practices, methods, inventions, and discoveries, shall be and remain the
property of Coeur, and the same shall be kept confidential by Consultant, who shall not, directly or indirectly, use or disclose the
same to any third person except upon the prior written consent of Coeur. Upon termination of this Agreement or upon the proper
request of Coeur, Consultant will deliver such work product and information to Coeur.

9.3 All work product created by Consultant pursuant to this Agreement shall be owned by Coeur and for Coeur’s sole use
and ownership for any reason.

ARTICLE 10.0. AMENDMENT.

10.1 This Agreement may only be amended in writing, signed by each party hereto.

ARTICLE 11.0. ASSIGNMENT.

11.1 Consultant may not assign this Agreement nor any rights to payments or other rights hereunder nor shall Consultant
subcontract any services to be provided by Consultant without first obtaining Coeur’s written consent. In the event any assignment
is made in violation of this paragraph, Coeur shall retain the right to immediately terminate this Agreement and any obligations of
Coeur thereunder. Coeur, for its part, may assign its rights and obligations under this Agreement without further consent by
Consultant.

ARTICLE 12.0. BINDING EFFECT.

12.1 The terms and covenants of this Agreement shall apply to and be binding upon the successors and permitted assigns
of the respective parties hereto.

ARTICLE 13.0. GOVERNING LAW AND VENUE.

13.1 The parties to this Agreement agree to exclusive jurisdiction and venue of any proceedings relating to this
Agreement, or any terms and conditions hereof, in Federal courts of located in the City of Chicago, State of Illinois. This
Agreement and the rights, duties and liabilities of the parties hereunder shall be governed by the laws of the State of Illinois.

ARTICLE 14.0. ENTIRE AGREEMENT.

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and
supersedes all prior and contemporaneous agreements, discussions, and understanding of the parties in connection herewith.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Coeur Mining, Inc.          Consultant

By: /s/ Mitchell J. Krebs       /s/ Keagan J. Kerr
Print Name: Mitchell J. Krebs  Print Name: Keagan J. Kerr
Title: President & Chief Executive Officer
EXHIBIT A

1. Consulting Fees

Consultant will provide consulting services to Coeur at a rate of $23,750 per month.

2. Expenses and Reimbursable Rates

Meals, accommodations, rented vehicles, and other normal and reasonable out-of-pocket expenses related to Services performed will be reimbursed at cost, pursuant to those procedures detailed above. Unless otherwise approved in writing by Coeur's representative, Consultant will use least costly class air travel for all domestic travel (usually Coach/Economy) and business class for any international travel that exceeds 8 hours of total flight time.

3. All Notices under this Agreement shall be directed to the Agreement representatives, as appointed above, at the following address:

(a) Consultant:

Keagan J. Kerr

Home:
Cell:
Email:

(b) Coeur Mining, Inc.:

Mitchell J. Krebs
Coeur Mining, Inc.
104 S. Michigan Ave., Ste. 900
Chicago, Illinois 60603
Office: (312) 489-5800
Email: mkrebs@coeur.com

4. Services

Consultant shall provide human resources services from Consultant’s home or other personal office location unless otherwise requested by Coeur.