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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

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Date of Report (Date of earliest event reported): February 5, 2025

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**Coeur Mining, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of incorporation or organization)

**1-8641**  
(Commission File Number)

**82-0109423**  
(IRS Employer Identification No.)

**200 South Wacker Drive  
Suite 2100  
Chicago, Illinois 60606**  
(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)

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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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (par value \$.01 per share)	CDE	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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#### **Item 1.01 Amendment of Material Agreement.**

As previously announced, on October 3, 2024, Coeur Mining, Inc., a Delaware corporation (“Coeur”), SilverCrest Metals Inc., a corporation existing under the laws of the Province of British Columbia, Canada (“SilverCrest”), 1504648 B.C. Unlimited Liability Company, an unlimited liability company existing under the laws of the Province of British Columbia, Canada and a wholly-owned subsidiary of Coeur (“Canadian Sub”), Coeur Rochester, Inc., a Delaware corporation and a wholly-owned subsidiary of Coeur, and Compañía Minera La Llamada, S.A. de C.V., a company existing under the laws of Mexico and a wholly-owned subsidiary of SilverCrest, entered into an arrangement agreement (the “Arrangement Agreement”) and agreed to a strategic business combination transaction pursuant to a plan of arrangement (the “Plan of Arrangement”) under the Business Corporations Act (British Columbia) (the “Arrangement”). On February 5, 2025, the parties entered into an amendment (the “Amendment”) to the Plan of Arrangement attached to the Arrangement Agreement. The Amendment provides that certain actions to be taken under the Plan of Arrangement may be taken on a calendar day that is not a business day,

The description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

#### **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

##### *Election of N. Eric Fier and Pierre Beaudoin to the Company's Board of Directors*

Pursuant to the Arrangement Agreement, Coeur agreed to take all actions necessary to provide that, as of and contingent upon the effective time of the Arrangement (“Effective Time”), N. Eric Fier and Pierre Beaudoin shall be appointed to the board of directors of Coeur (the “Coeur Board”). On February 6, 2025, the Coeur Board approved increasing the size of the Coeur Board from eight directors to ten directors and elected Mr. Fier and Mr. Beaudoin to the Coeur Board, both to be effective as of (and contingent upon) the Effective Time, to serve until the 2025 annual general meeting of stockholders of Coeur or until a successor is duly elected and qualified or the office is otherwise vacated. The Coeur Board has determined that each of Mr. Fier and Mr. Beaudoin will qualify as an independent director under the corporate governance standards of the New York Stock Exchange and the applicable rules adopted by the U.S. Securities and Exchange Commission (the “SEC”).

The compensation of each of Mr. Fier and Mr. Beaudoin for his respective service as a non-employee director will be consistent with that of Coeur’s other non-employee directors.

Mr. Fier is a Certified Professional Geologist (USA) and Engineer (Canada) with over 35 years of experience in the international mining industry, including with exploration, acquisition, development and production of numerous mining projects in Guyana, Chile, Brazil, Central America, Mexico and Peru. He has in-depth knowledge of project evaluation and management, reserve estimation and economic analysis, construction, and operations management. Mr. Fier previously worked as Chief Geologist with Pegasus Gold Corp., Senior Engineer & Manager with Newmont Mining Corp. and Project Manager with Eldorado Gold Corp. He is currently the Executive Chairman of Mako Mining Corp. and previously served as Executive Chairman of Goldsource Mines, Inc.

Mr. Beaudoin is a mineral processing professional with over 30 years of international operating and project development experience. Mr. Beaudoin joined the SilverCrest board in June 2018 and subsequently became the Chief Operating Officer in November 2018. During his five years in the role, he successfully led the technical studies, build and ramp-up of the Las Chispas operation. Mr. Beaudoin retired from this role in early 2024 and rejoined the SilverCrest board. Mr. Beaudoin previously worked as both Chief Operating Officer and Senior Vice President of Capital Projects with Detour Gold Corporation and in capital projects and management roles with Barrick Gold Corporation. He currently serves as Chairman of Radisson Mining Resources, Inc.

#### **Item 5.07. Submission of Matters to a Vote of Security Holders.**

On February 6, 2025, Coeur held a special meeting of stockholders (the “Special Meeting”) in connection with the Arrangement. At the close of business on the record date of the Special Meeting, there were 399,314,953 shares of common stock, par value \$0.01 per share, of Coeur issued and outstanding (collectively, the “Coeur Common Stock”), each of which was entitled to one vote with respect to the proposals voted on at the Special Meeting. A total of 273,978,747 shares of Coeur Common Stock, constituting a quorum.

The following is a summary of the matters voted on at the Special Meeting based on the final, certified report of the voting results by the independent inspector of elections. The definitive proxy statement related to the Special Meeting that was filed by Coeur with the SEC under cover of Schedule 14A (File No. 001-08641) on December 30, 2024 contains a description of the following proposals considered at the Special Meeting. There were no recorded broker non-votes.

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**Proposal 1: The Charter Amendment Proposal**

To approve the amendment to the Certificate of Incorporation of Coeur, as amended, to increase the number of authorized shares of Coeur Common Stock from 600,000,000 shares to 900,000,000 shares. The following votes were cast at the Special Meeting (in person or by proxy) and the proposal was approved:

For	Against	Abstain/ Withheld	Approval Percentage (1)
270,353,229	3,230,139	395,379	98.81%

(1) Percentage of votes cast for the proposal, excluding abstentions and broker non-votes.

**Proposal 2: The Stock Issuance Proposal**

To approve the issuance of shares of Coeur Common Stock to SilverCrest shareholders in connection with the Arrangement. The following votes were cast at the Special Meeting (in person or by proxy) and the proposal was approved:

For	Against	Abstain/ Withheld	Approval Percentage (1)
271,155,997	2,376,995	445,755	99.13%

(1) Percentage of votes cast for the proposal, excluding abstentions and broker non-votes.

No other business properly came before the Special Meeting.

**Item 7.01. Regulation FD Disclosure.**

Subject to the satisfaction or waiver of the closing conditions specified in the Arrangement Agreement, Coeur anticipates that the closing of the Arrangement will occur on or around February 14, 2025.

**Item 9.01. Financial Statements and Exhibits.**

[Exhibit 10.1](#) Amendment to Plan of Arrangement, dated as of February 5, 2025, by and among Coeur Mining, Inc, SilverCrest Metals Inc., 1504648 B.C. Unlimited Liability Company, Coeur Rochester, Inc., and Compañía Minera La Llamada, S.A. de C.V.

**Forward-Looking Statements and Cautionary Statements**

Certain statements in this document concerning the proposed Arrangement, including any statements regarding the expected timetable for completing the Arrangement, and any other statements regarding Coeur's or SilverCrest's future expectations, beliefs, plans, assumptions or future events that are not historical facts are "forward-looking" statements based on assumptions currently believed to be valid. Forward-looking statements are all statements other than statements of historical facts. The words "anticipate," "believe," "ensure," "expect," "if," "intend," "estimate," "probable," "project," "forecasts," "predict," "outlook," "aim," "will," "could," "should," "would," "potential," "may," "might," "anticipate," "likely" "plan," "positioned," "strategy," and similar expressions or other words of similar meaning, and the negatives thereof, are intended to identify forward-looking statements. Specific forward-looking statements include, but are not limited to, statements regarding Coeur's or SilverCrest's plans and expectations with respect to the proposed Arrangement. The forward-looking statements are intended to be subject to the safe harbor provided by Section 27A of the Securities Act, Section 21E of the Securities Exchange Act of 1934 and the Private Securities Litigation Reform Act of 1995 and applicable Canadian securities laws.

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These forward-looking statements involve significant risks and uncertainties that could cause actual results to differ materially from those anticipated, including, but not limited to, the risk that any other condition to Closing (as defined in the Arrangement Agreement) may not be satisfied; the risk that the Closing might be delayed or not occur at all; the risk that either Coeur or SilverCrest may terminate the Arrangement Agreement and either Coeur or SilverCrest is required to pay a termination fee to the other party; the expected listing of shares on the NYSE; the risk of any litigation relating to the proposed Arrangement; and the risk of changes in governmental regulations or enforcement practices.

Additional factors that could cause results to differ materially from those described above can be found in the Definitive Proxy Statement and Coeur's Annual Report on Form 10-K for the year ended December 31, 2023, and subsequent Quarterly Reports on Form 10-Q, which are on file with the SEC and available from Coeur's website at [www.coeur.com](http://www.coeur.com) under the "Investors" tab, and in other documents Coeur files with the SEC and in SilverCrest's Circular and annual information form for the year ended December 31, 2023, which are on file with the SEC and on SEDAR+ and available from SilverCrest's website at [www.silvercrestmetals.com](http://www.silvercrestmetals.com) under the "Investors" tab, and in other documents SilverCrest files with the SEC or on SEDAR+.

All forward-looking statements speak only as of the date they are made and are based on information available at that time. Neither Coeur nor SilverCrest assumes any obligation to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements were made or to reflect the occurrence of unanticipated events except as required by applicable securities laws. As forward-looking statements involve significant risks and uncertainties, caution should be exercised against placing undue reliance on such statements.

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**SIGNATURE**

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

**COEUR MINING, INC.**

Date: February 7, 2025

By: /s/ Casey M. Nault

Name: Casey M. Nault

Title: Senior Vice President, General Counsel and  
Chief ESG Officer

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AMENDMENT TO PLAN OF ARRANGEMENT

THIS AMENDMENT is made as of February 5, 2025.

BY AND AMONG:

COEUR MINING, INC., a corporation existing under the laws of the State of Delaware (the “**Parent**”),

- and -

1504648 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company existing under the laws of the Province of British Columbia (“**Parent Canadian Sub**”),

- and -

COEUR ROCHESTER, INC., a company existing under the laws of the State of Delaware (“**Parent U.S. Sub**”),

- and -

SILVERCREST METALS INC., a corporation existing under the laws of the Province of British Columbia (the “**Company**”),

- and -

COMPAÑÍA MINERA LA LLAMARADA, S.A. DE C.V., a company existing under the laws of Mexico (“**Company Mexican Sub**”).

RECITALS:

- A. The Parent, Parent Canadian Sub, Parent U.S. Sub, the Company and Company Mexican Sub (collectively, the “**Parties**”, each a “**Party**”) are parties to an arrangement agreement dated as of October 3, 2024 pursuant to which, among other things, Coeur has agreed to acquire, through Coeur Canadian Sub and as of the Effective Date, all of the issued and outstanding common shares of SilverCrest (the “**Arrangement Agreement**”).
- B. The Parties hereby wish to amend the Plan of Arrangement in accordance with Section 5.2 of the Plan of Arrangement and Section 9.5 of the Arrangement Agreement, as provided in this Amendment.
- C. In the reasonable opinion of Company and Parent, the amendments set forth herein are of an administrative or ministerial nature required to give effect to the implementation of the Plan of Arrangement and are not adverse to the financial or economic interests of any of the Company Shareholders or holders of Company Options.

**THEREFORE**, in consideration of the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Arrangement Agreement.

### **1.2 Interpretation not Affected by Headings**

The division of this Amendment into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amendment. Unless the contrary intention appears, references in this Amendment to an Article, Section, subsection or paragraph or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Amendment.

### **1.3 Number and Gender**

In this Amendment, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender shall include all genders.

## **ARTICLE 2 AMENDMENTS**

### **2.1 Amendment to Section 1.1 of the Plan of Arrangement**

Section 1.1 of the Plan of Arrangement is hereby amended by amending and restating the following definition:

“**Effective Time**” means 5:00 a.m. on the Effective Date or such other time as Parent and Company agree to in writing before the Effective Date;

### **2.2 Amendment to Section 1.5 of the Plan of Arrangement**

Section 1.5 of the Plan of Arrangement is hereby amended and restated in its entirety as follows:

#### **1.5 Date for Any Action**

If the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be required to be taken on the next succeeding day which is a business day. Notwithstanding the forgoing, for the purposes of Section 2.3(h), if the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be taken on the next succeeding calendar day (which, for greater certainty, may be a Saturday, a Sunday or a statutory or civic holiday in New York, New York, Mexico City, Mexico, or Vancouver, British Columbia).

**ARTICLE 3**  
**GENERAL PROVISIONS**

**3.1 Ratification and Confirmation**

The Plan of Arrangement, as amended herein, is set forth in Schedule A hereto and remains in full force and effect and is hereby ratified and confirmed. Provisions of the Arrangement Agreement and Plan of Arrangement that have not been amended by this Amendment remain in full force and effect, unamended. All rights and liabilities that have accrued to any Party under the Arrangement Agreement up to the date of this Amendment remain unaffected by this Amendment.

**3.2 Arrangement Agreement Provisions**

The provisions of Article 5 of the Arrangement Agreement shall apply, *mutatis mutandis*, to this Amendment.

**3.3 Counterparts, Execution**

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amendment, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

**[Remainder of page intentionally left blank.]**



IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

**COEUR MINING, INC.**

By: /s/ Mitchell J. Krebs  
Name: Mitchell J. Krebs  
Title: Chairman, President and Chief  
Executive Officer

**1504648 B.C. UNLIMITED LIABILITY COMPANY**

By: /s/ Mitchell J. Krebs  
Name: Mitchell J. Krebs  
Title: President

**COEUR ROCHESTER INC.**

By: /s/ Mitchell J. Krebs  
Name: Mitchell J. Krebs  
Title: President

**SILVERCREST METALS INC.**

By: /s/ N. Eric Fier  
Name: N. Eric Fier  
Title: Chief Executive Officer

**COMPAÑÍA MINERA LA LLAMARADA, S.A. DE C.V.**

By: /s/ N. Eric Fier  
Name: N. Eric Fier  
Title: President

*[Signature Page to Amendment to Plan of Arrangement]*

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