

OFFER TO PURCHASE



NEWMONT CORPORATION

Offers to Purchase for Cash up to \$2,000,000,000
Aggregate Principal Amount of the Outstanding Notes Listed Below
Subject to the Applicable Caps and Priorities Set Forth Herein

The Tender Offers (as defined below) will expire at 5:00 p.m., Eastern Time, on August 25, 2025, or any other time and date to which Newmont Corporation (the “Company” or “Newmont”) extends the applicable Tender Offer (such time and date, as it may be extended with respect to a Tender Offer, the applicable “Expiration Date”), unless earlier terminated. You must validly tender your Notes (as defined below) prior to or at 5:00 p.m., Eastern Time, on August 8, 2025 (such time and date, as it may be extended with respect to a Tender Offer, the applicable “Early Tender Date”), to be eligible to receive the applicable Total Consideration plus Accrued Interest (each as defined below). If you validly tender your Notes after the applicable Early Tender Date but prior to or at the applicable Expiration Date, you will only be eligible to receive the applicable Late Tender Offer Consideration (as defined below) plus Accrued Interest, but not the Early Tender Payment (as defined below).

Subject to the terms and conditions of the Tender Offers described in this Offer to Purchase, the Company is offering to purchase for cash in an aggregate principal amount of up to \$2,000 million (the “Aggregate Cap”) consisting of (i) up to \$1,000 million aggregate principal amount (the “Pool 1 Maximum Amount”) of its 2.800% senior notes due 2029, its 2.250% senior notes due 2030 and its 3.250% notes due 2030 (which were co-issued with Newcrest Finance Pty Limited) (collectively, the “Pool 1 Notes”) in the priorities set forth in the table below (the “Pool 1 Tender Offers”) and (ii) up to \$1,000 million aggregate principal amount (the “Pool 2 Maximum Amount”) and, together with the Pool 1 Maximum Amount, the “Maximum Amounts”) of its 6.250% senior notes due 2039, its 4.875% senior notes due 2042, its 5.750% notes due 2041 (which were co-issued with Newcrest Finance Pty Limited), its 5.450% notes due 2044, its 5.875% notes due 2035 and its 2.600% sustainability-linked senior notes due 2032 (collectively, the “Pool 2 Notes” and, together with the Pool 1 Notes, the “Notes”) in the priorities set forth in the table below (collectively, the “Pool 2 Tender Offers” and, together with the Pool 1 Tender Offers, the “Tender Offers”).

Notes validly tendered prior to or at the Early Tender Date having a higher Acceptance Priority Level (as defined below) will be accepted before any Notes validly tendered prior to or at the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer, and all Notes validly tendered after the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered after the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer. However, Notes validly tendered prior to or at the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered after the Early Tender Date, even if such Notes validly tendered after the Early Tender Date have a higher Acceptance Priority Level than Notes validly tendered prior to or at the Early Tender Date in each Tender Offer. If in connection with the Pool 1 Tender Offers, Pool 1 Notes of a series together with validly tendered Pool 1 Notes with a higher Acceptance Priority Level, exceeds the Pool 1 Maximum Amount, the amount of such Pool 1 Notes

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Dealer Managers

BMO Capital Markets

Goldman Sachs & Co. LLC

J.P. Morgan

July 28, 2025

purchased will be determined on a prorated basis as described in this Offer to Purchase. If in connection with the Pool 2 Tender Offers, Pool 2 Notes of a series together with validly tendered Pool 2 Notes with a higher Acceptance Priority Level, exceeds the Pool 2 Maximum Amount, the amount of such Pool 2 Notes purchased will be determined on a prorated basis as described in this Offer to Purchase. If the Aggregate Cap is reached or a Tender Offer is fully subscribed up to the applicable Maximum Amount as of the applicable Early Tender Deadline, Holders who validly tender their Pool 1 Notes or Pool 2 Notes, as applicable, following the applicable Early Tender Deadline, but on or prior to the applicable Expiration Date, will not have any of their Pool 1 Notes or Pool 2 Notes, as applicable, accepted for purchase pursuant to such Tender Offer.

Notes may be withdrawn prior to or at, but not after, 5:00 p.m. Eastern Time, on August 8, 2025 (such time and date, as it may be extended with respect to a Tender Offer, the applicable “Withdrawal Deadline”). The Tender Offers are subject to the satisfaction of certain conditions, as set forth under the heading “The Terms of the Tender Offers—Conditions of the Tender Offers.” The Company reserves the right, subject to applicable law, to (i) waive any and all conditions to any of the Tender Offers, (ii) extend or terminate any of the Tender Offers, (iii) increase or decrease the Aggregate Cap, (iv) increase or decrease either of the Maximum Amounts, or (v) otherwise amend any of the Tender Offers. The Company may take any action described in clauses (i) through (v) above with respect to one or more Tender Offers without having to do so for all Tender Offers. In the case of clauses (i) through (v) above, the Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law.

	Title of Security	CUSIP	Aggregate Principal Amount Outstanding	Maximum Amount ⁽¹⁾	Acceptance Priority Level ⁽²⁾	U.S. Treasury Reference Security	Bloomberg Reference Page	Fixed Spread	Early Tender Payment ⁽³⁾⁽⁴⁾
Pool 1 Tender Offers	2.800% senior notes due 2029	651639AX4	\$631,564,000	\$1,000 million	1	3.500% UST due September 30, 2029	FIT6	+20 bps	\$50
	2.250% senior notes due 2030	651639AY2	\$813,198,000		2	4.625% UST due September 30, 2030	FIT6	+20 bps	\$50
	3.250% notes due 2030 ⁽⁵⁾	65163LAB5 / 65163LAH2 / 65163LAA7 / Q6684MAA1 / 65163LAG4 / Q6684MAD5 / Q66511AE8 / 65120FAD6	\$536,601,000		3	0.625% UST due May 15, 2030	FIT6	+25 bps	\$50
Pool 2 Tender Offers	6.250% senior notes due 2039	651639AM8	\$709,101,000	\$1,000 million	1	4.250% UST due May 15, 2035	FIT1	+85 bps	\$50
	4.875% senior notes due 2042	651639AP1	\$961,648,000		2	5.000% UST due May 15, 2045	FIT1	+45 bps	\$50

5.750% notes due 2041 ⁽⁶⁾	65163LAD1 / 65163LAK5 / 65163LAC3 / Q6684MAB9 / 65163LAJ8 / Q6684MAE3 / Q66511AB4 / 65120FAB0	\$499,987,000		3	5.000% UST due May 15, 2045	FIT1	+55 bps	\$50
5.450% notes due 2044 ⁽⁷⁾	651639AV8 / 380956AE2	\$449,995,000		4	5.000% UST due May 15, 2045	FIT1	+55 bps	\$50
5.875% notes due 2035	651639AE6 / 651639AW6	\$517,305,000		5	4.250% UST due May 15, 2035	FIT1	+55 bps	\$50
2.600% sustainability-linked notes due 2032	651639AZ9	\$795,370,000		6	4.250% UST due May 15, 2035	FIT1	+10 bps	\$50

- (1) The Pool 1 Maximum Amount of \$1,000 million represents the maximum aggregate principal amount of Notes in respect of the Pool 1 Notes that may be purchased in the Pool 1 Tender Offers. The Pool 2 Maximum Amount of \$1,000 million represents the maximum aggregate principal amount of Notes, in respect of the Pool 2 Notes that may be purchased in the Pool 2 Tender Offers.
- (2) Subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, the aggregate principal amount of each series of Notes that is purchased in each Tender Offer will be determined in accordance with the applicable Acceptance Priority Level (in numerical priority order) specified in this column.
- (3) Per \$1,000 principal amount of Notes validly tendered prior to or at the Early Tender Date and accepted for purchase.
- (4) The Total Consideration for each series of Notes validly tendered prior to or at the Early Tender Date and accepted for purchase is calculated using the applicable Fixed Spread and is inclusive of the applicable Early Tender Payment (as defined below). The Total Consideration for each series of Notes does not include the applicable Accrued Interest, which will be payable in addition to the applicable Total Consideration.
- (5) Notes with CUSIPs 65163LAB5, 65163LAH2, 65163LAA7, Q6684MAA1, 65163LAG4 and Q6684MAD5 are co-issued with Newcrest Finance Pty Limited. Notes with CUSIPs Q66511AE8 and 65120FAD6 are issued by Newcrest Finance Pty Limited.
- (6) Notes with CUSIPs 65163LAC3, Q6684MAB9, 65163LAJ8, Q6684MAE3, 65163LAD1 and 65163LAK5 are co-issued with Newcrest Finance Pty Limited. Notes with CUSIPs Q66511AB4 and 65120FAB0 are issued by Newcrest Finance Pty Limited.
- (7) Notes with CUSIP 380956AE2 are issued by Goldcorp Inc.

Upon the terms and subject to the conditions of each of the individual offers to purchase described in this Offer to Purchase (as the same may be amended or supplemented, the “Offer to Purchase”), the Company hereby offers to purchase for cash, in the order of priority set forth in the table on the front cover of this Offer to Purchase (the “Acceptance Priority Level”), up to \$2,000 million aggregate principal amount of the Notes consisting of (i) up to \$1,000 million aggregate principal amount of the Pool 1 Notes and (ii) up to \$1,000 million aggregate principal amount of the Pool 2 Notes.

Notes accepted for payment on the Early Tender Date or the Expiration Date, as applicable, will be accepted based on the Acceptance Priority Levels (with 1 being the highest Acceptance Priority Level and 3 being the lowest Acceptance Priority Level in the case of the Pool 1 Tender Offers and with 1 being the highest Acceptance Priority Level and 6 being the lowest Acceptance Priority Level in the case of the Pool 2 Tender Offers), set forth in the table on the front cover of this Offer to Purchase. We will only accept for purchase Notes in a Tender Offer in an aggregate principal amount that does not exceed the Aggregate Cap and applicable Maximum Amount for such Tender Offer; provided, however, that we reserve the right, but are under no obligation, to increase Aggregate Cap and/or either of the Maximum Amounts at any time, subject to applicable law. All Notes validly tendered prior to or at the Early Tender Date having a higher

Acceptance Priority Level will be accepted before any Notes validly tendered prior to or at the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer, and all Notes validly tendered after the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered after the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer. However, Notes validly tendered prior to or at the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered after the Early Tender Date, even if such Notes validly tendered after the Early Tender Date have a higher Acceptance Priority Level than Notes validly tendered prior to or at the Early Tender Date in each Tender Offer. If the Aggregate Cap is reached or a Tender Offer is fully subscribed up to the applicable Maximum Amount as of the applicable Early Tender Deadline, Holders who validly tender their Pool 1 Notes or Pool 2 Notes, as applicable, following the applicable Early Tender Deadline, but on or prior to the applicable Expiration Date, will not have any of their Pool 1 Notes or Pool 2 Notes, as applicable, accepted for purchase pursuant to such Tender Offer. Subject to applicable law, the Company may increase or decrease the Aggregate Cap or either of the Maximum Amounts without extending the applicable Withdrawal Deadline or reinstating withdrawal rights.

The Tender Offers are open to all holders (each individually, a “Holder,” and collectively, the “Holders”) of the Notes. All of the Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”). If a Holder desires to tender Notes, the Holder must transfer such Notes through DTC’s Automated Tender Offer Program (“ATOP”), for which the transaction will be eligible, and deliver the tendered Notes by book-entry transfer to D.F. King & Co., Inc. (the “Tender and Information Agent”). Upon receipt of your acceptance through ATOP, DTC will verify the acceptance and send an Agent’s Message (as defined below) to the Tender and Information Agent for its acceptance. If you hold Notes through a broker, dealer, commercial bank, trust company or other nominee, you should contact such custodian or nominee if you wish to tender your Notes.

There are no guaranteed delivery procedures for the Tender Offers and there will be no letter of transmittal for the Tender Offers. For more information regarding the procedures for tendering your Notes, see “The Terms of the Tender Offers—Procedures for Tendering” below.

The Company’s obligation to accept for purchase and to pay for the Notes in the Tender Offers is subject to the satisfaction or waiver of a number of conditions, as discussed in “The Terms of the Tender Offers—Conditions of the Tender Offers.” Such conditions may be waived by the Company, in whole or in part, in its sole discretion, at any time and from time to time prior to the applicable Expiration Date with respect to one or more Tender Offers. The amount of any series of Notes that may be purchased in a Tender Offer may be prorated as set forth in this Offer to Purchase. See “The Terms of the Tender Offers—Aggregate Cap; Maximum Amounts; Acceptance Priority Levels; and Proration” for more information on proration.

In this Offer to Purchase, the Company has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.” As used herein, unless otherwise specified or unless the context indicates otherwise, the terms “we,” “us,” and “our” refer to Newmont Corporation and its subsidiaries.

The applicable consideration (the “Total Consideration”) offered per \$1,000 principal amount of each series of Notes validly tendered and accepted for purchase pursuant to the applicable Tender Offer will be determined in the manner described in this Offer to Purchase by reference to the applicable fixed spread for such Notes (the “Fixed Spread”) specified on the front cover of this Offer to Purchase plus the applicable yield (the “Reference Yield”) based on the bid-side price of the applicable U.S. Treasury Reference Security specified on the front cover of this Offer to Purchase (as applicable to each series of Notes, the “Reference Security”) as displayed on the applicable page on the Bloomberg Reference Page FIT6 page (with respect to the Pool 1 Tender Offers) or FIT1 page (with respect to the Pool 2 Tender Offers), as applicable, (with respect to each Reference Security, the “Reference Page”) at 10:00 a.m., Eastern Time, on the applicable date, referred to as the “Price Determination Date.” The sum of the Fixed Spread and the Reference Yield is referred to as the “Repurchase Yield.”

Holders of any Notes that are validly tendered prior to or at the applicable Early Tender Date and that are accepted for purchase will receive the applicable Total Consideration. The Total Consideration, as calculated using the Fixed Spread for each series of Notes set forth in the table on the front cover of this Offer to Purchase, is inclusive of the Early Tender Payment. Holders of any Notes that are validly tendered after the applicable Early Tender Date but prior to or at the applicable Expiration Date and that are accepted for purchase will receive the applicable Total Consideration *minus* an amount in cash (the “Early Tender Payment”) equal to the applicable

amount set forth in the table on the front cover of this Offer to Purchase under the heading “Early Tender Payment.” As used herein, the Total Consideration *minus* the Early Tender Payment is referred to as the “Late Tender Offer Consideration.”

In addition to the Total Consideration or the Late Tender Offer Consideration, as applicable, all Holders of Notes accepted for purchase will also receive accrued and unpaid interest on Notes validly tendered and accepted for purchase from the applicable last interest payment date up to, but not including, the applicable Settlement Date (as defined below) (“Accrued Interest”), payable on such Settlement Date.

The Tender Offers will expire on the applicable Expiration Date. Except as set forth below, payment for the Notes that are validly tendered prior to or at the Expiration Date and that are accepted for purchase will be made on the date referred to as the “Final Settlement Date.” The Final Settlement Date will occur within three business days following the Expiration Date or as promptly as practicable thereafter, unless extended or earlier terminated. It is anticipated that the Final Settlement Date will be on or around August 28, 2025 (assuming the Expiration Date is on August 25, 2025). The Company reserves the right, in its sole discretion, to make payment for Notes that are validly tendered prior to or at the Early Tender Date and that are accepted for purchase on the date referred to as the “Early Settlement Date.” Together, the Early Settlement Date and the Final Settlement Date are referred to as the “Settlement Dates.” The Early Settlement Date for the Notes, if applicable, will be a date following the Early Tender Date and prior to the Expiration Date on which the conditions to the satisfaction of the applicable Tender Offer are satisfied. If applicable, the Early Settlement Date will occur within three business days following the Early Tender Date or as promptly as practicable thereafter, unless extended or earlier terminated. It is anticipated that the Early Settlement Date, if applicable, will be on or around August 13, 2025 (assuming the Early Tender Date is on August 8, 2025).

If you validly tender your Notes prior to or at the applicable Withdrawal Deadline, you may validly withdraw your tendered Notes at any time prior to or at such Withdrawal Deadline. After such time, you may not withdraw your Notes unless the Company amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law, in the case of any amendment or waiver of conditions with respect to any Tender Offer. However, the Company, in its sole discretion, may extend a Withdrawal Deadline for any purpose. If a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline or deadlines for receiving instructions to withdraw tendered Notes.

NONE OF THE COMPANY OR ITS AFFILIATES, THEIR RESPECTIVE BOARDS OF DIRECTORS, THE DEALER MANAGERS (AS DEFINED BELOW), THE TENDER AND INFORMATION AGENT OR THE TRUSTEES WITH RESPECT TO ANY SERIES OF NOTES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO ANY OF THE TENDER OFFERS, AND NEITHER THE COMPANY NOR ANY SUCH OTHER PERSON HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES, AND, IF SO, THE AGGREGATE PRINCIPAL AMOUNT OF SUCH NOTES TO TENDER.

Any questions or requests for assistance concerning the Tender Offers may be directed to BMO Capital Markets Corp., Goldman Sachs & Co. LLC or J.P. Morgan Securities LLC (collectively, the “Dealer Managers”) at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase or any other documents may be directed to the Tender and Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

See “Certain Tax Considerations” for a discussion of certain U.S. federal income tax considerations relating to the Tender Offers, and in relation to the Notes co-issued with Newcrest Finance Pty Limited, certain Australian tax considerations relating to the Tender Offers.

If you do not tender your Notes, they will remain outstanding immediately following the Tender Offers. If the Company consummates the Tender Offers, the applicable trading market for your outstanding Notes may be significantly more limited. For a discussion of this and certain other matters to be considered in connection with the Tender Offers, see “Certain Significant Considerations for Holders.”

The Tender Offers may be terminated or withdrawn in whole or terminated or withdrawn with respect to any series of the Notes, subject to compliance with applicable law. The Company reserves the right, subject to applicable law, to (i) waive any and all conditions to any of the Tender Offers, (ii) extend or terminate any of the Tender Offers, (iii) increase or decrease the Aggregate Cap, (iv) increase or decrease either of the Maximum Amounts, or (v) otherwise amend any of the Tender Offers in any respect. The Company may take any action described in clauses (i) through (v) above with respect to one or more Tender Offers without having to do so for all Tender Offers. In the case of clauses (i) through (v) above, the Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law.

If the Company makes a material change in the terms of a Tender Offer or waives a material condition of a Tender Offer, the Company will disseminate additional materials related to such Tender Offer and extend such Tender Offer to the extent required by law. In addition, the Company may, if it deems appropriate, extend a Tender Offer for any other reason. The Company does not expect to extend or amend any Tender Offer, unless required by law. Any extension, amendment or termination will be followed promptly by public announcement thereof, the announcement in the case of an extension of a Tender Offer to be issued promptly following the Early Tender Date or Expiration Date, as applicable. Without limiting the manner in which the Company may choose to make a public announcement of any extension, amendment or termination of a Tender Offer, the Company will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release. The Company will announce the determination of the Total Consideration promptly on the applicable Price Determination Date by issuance of a press release.

Neither the U.S. Securities and Exchange Commission (the “SEC”), nor any U.S. state securities commission nor any regulatory authority of any other country has approved or disapproved of the Tender Offers, passed upon the merits or fairness of the Tender Offers or passed upon the adequacy or accuracy of the disclosure in this Offer to Purchase. Any representation to the contrary is a criminal offense.

References in this Offer to Purchase to “dollars” or “\$” are to United States dollars unless otherwise indicated.

IMPORTANT DATES

You should take note of the following dates in connection with the Tender Offers. The dates specified in the table below are subject to the Company's right, subject to applicable law, to extend, terminate and/or otherwise amend the Tender Offers with respect to one or more series of Notes.

Date	Calendar Date and Time	Event
Commencement Date	July 28, 2025	The commencement date of the Tender Offers.
Early Tender Date	5:00 p.m., Eastern Time, on August 8, 2025, unless extended or earlier terminated by the Company.	The last time and day for you to tender your Notes in order to be eligible to receive the applicable Total Consideration. If you validly tender your Notes after the applicable Early Tender Date but prior to or at the applicable Expiration Date, you will be eligible to receive only the applicable Late Tender Offer Consideration, which is equal to the applicable Total Consideration, <i>minus</i> the applicable Early Tender Payment. In each case, if your Notes are accepted, you will also receive Accrued Interest.
Withdrawal Deadline	5:00 p.m., Eastern Time, on August 8, 2025, unless extended or earlier terminated by the Company.	The last time and day for you to validly withdraw tenders of the Notes.
Price Determination Date	10:00 a.m., Eastern Time on August 11, 2025, unless extended or earlier terminated by the Company.	The date for determining the applicable Total Consideration and the applicable Late Tender Offer Consideration with respect to each series of Notes.
Early Settlement Date	At our option, within three business days following the Early Tender Date or as promptly as practicable thereafter, unless a Tender Offer has been extended or earlier terminated by the Company and subject to the satisfaction or waiver by the Company of the conditions to a Tender Offer. It is anticipated that the Early Settlement Date, if applicable, will be on or around August 13, 2025 (assuming the Early Tender Date is on August 8, 2025).	If the Company so elects, the date for payment of the Total Consideration plus Accrued Interest with respect to Notes that are validly tendered prior to or at the Early Tender Date and that are accepted for purchase.
Expiration Date	5:00 p.m., Eastern Time, on August 25, 2025, unless extended or earlier terminated by the Company.	The last time and day for you to tender your Notes pursuant to the Tender Offers.
Final Settlement Date	Within three business days following the Expiration Date or as promptly as practicable thereafter, unless a Tender Offer has been extended or earlier terminated by the Company and subject to the satisfaction or waiver by the Company of the conditions to a Tender Offer. It is anticipated that the Final Settlement Date will be on or around August 28, 2025 (assuming the Expiration Date is on August 25, 2025).	The date for payment of the Total Consideration (unless such Total Consideration has been paid on the Early Settlement Date) and the Late Tender Offer Consideration plus, in each case, Accrued Interest with respect to Notes that are validly tendered prior to or at the Expiration Date and that are accepted for purchase.

IMPORTANT INFORMATION

You should read this Offer to Purchase carefully before making a decision to tender your Notes.

The Company has not filed this document with, and it has not been reviewed by, any federal or state securities commission or regulatory authority of any country. No authority has passed upon the accuracy or adequacy of this document, and it is unlawful and may be a criminal offense to make any representation to the contrary.

Only registered Holders of Notes are entitled to tender Notes pursuant to the Tender Offers. A beneficial owner of Notes that are held of record by a custodian bank, broker, dealer, commercial bank, trust company or other nominee must contact the nominee and request that such nominee tender such Notes on the beneficial owner's behalf prior to or at the Early Tender Date in order to receive the Total Consideration for such Notes, or after the Early Tender Date but prior to or at the Expiration Date in order to receive the Late Tender Offer Consideration for such Notes. Beneficial owners should be aware that their custodian bank, broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Tender Offers. Accordingly, beneficial owners wishing to participate in the Tender Offers should contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate.

All Notes are registered in the name of Cede & Co., the nominee of DTC. Because only registered Holders of Notes may tender Notes, beneficial owners of Notes must instruct the custodian bank, broker, dealer, commercial bank, trust company or other nominee that holds Notes on their behalf to tender Notes on such beneficial owners' behalf. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders. To tender Notes, a Holder must transfer such Notes through ATOP and deliver the tendered Notes by book-entry transfer to the Tender and Information Agent. See "The Terms of the Tender Offers—Procedures for Tendering." Tendering Holders will not be required to pay brokerage fees or commissions to the Dealer Managers, the Company or the Tender and Information Agent.

Requests for additional copies of this Offer to Purchase and requests for assistance relating to the procedures for tendering Notes may be directed to the Tender and Information Agent at its address and telephone numbers on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offers may be directed to the Dealer Managers at their respective addresses and telephone numbers on the back cover page of this Offer to Purchase. Beneficial owners may also contact their custodian bank, broker, dealer, commercial bank, trust company or other nominee for assistance regarding the Tender Offers.

This document and related documents do not constitute offers to buy or the solicitation of offers to sell Notes in any jurisdiction or in any circumstances in which such offers or solicitations are unlawful.

Neither the delivery of this document and related documents nor any purchase of Notes by the Company will, under any circumstances, create any implication that the information contained in this document or in any related document is current as of any time subsequent to the date of such information.

No dealer, salesperson or other person has been authorized to give any information or to make any representations with respect to any of the Tender Offers other than the information and representations contained or incorporated by reference in this Offer to Purchase and, if given or made, such information or representations must not be relied upon as having been authorized.

From time to time after consummation of the applicable Tender Offer, the Company or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender or exchange offers, or otherwise, or the Company may redeem Notes that the Company is permitted to redeem pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of the Notes than the terms of the applicable Tender Offer. Any future purchases by the Company or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company or its affiliates may choose to pursue in the future.

WHERE YOU CAN FIND MORE INFORMATION; INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Company “incorporates by reference” in this Offer to Purchase certain information that it files with the SEC, which means that the Company discloses important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this Offer to Purchase, and information in documents that the Company files later with the SEC will automatically update and, where applicable, supersede information contained in documents filed earlier with the SEC or contained in this Offer to Purchase. In the event of conflicting information in this Offer to Purchase in comparison to any document incorporated by reference into this Offer to Purchase, or among documents incorporated by reference, the information in the latest filed document prevails.

Statements contained in this document, or in any document incorporated in this document by reference, regarding the contents of any contract or other document are not necessarily complete and each such statement is qualified in its entirety by reference to such contract or other document filed as an exhibit with the SEC.

The Company incorporates by reference in this Offer to Purchase the documents listed below that have been previously filed with the SEC. These documents contain important information about the Company and its financial condition. The footnotes to the financial statements within certain of these documents contain financial information for Newcrest Finance Pty Limited and Newmont USA Limited.

- Newmont’s Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 21, 2025; and
- Newmont’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2025, filed with the SEC on July 24, 2025.

The Company also incorporates by reference in this Offer to Purchase any future filings that it may make with the SEC under Sections 13 (a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended, after the date of this Offer to Purchase and prior to or at the Expiration Date. However, the Company is not incorporating by reference any information furnished under Items 2.02 or 7.01 (or corresponding information furnished under Item 9.01 or included as an exhibit) of any Current Report on Form 8-K. Nothing in this Offer to Purchase shall be deemed to incorporate by reference herein information of the type described in paragraph (d)(1), (d)(2), (d)(3) or (e)(5) of Item 407 of Regulation S-K contained in any of the documents or the future filings described above.

The Tender and Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered, upon the request of such person, a copy of any or all of the documents incorporated by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Tender and Information Agent at its address and telephone numbers set forth on the back cover of this Offer to Purchase.

The Company will provide, without charge to each person, including any beneficial owner, to whom this Offer to Purchase is delivered, upon his or her written or oral request, a copy of any or all documents referred to above which have been or may be incorporated by reference into this Offer to Purchase, excluding exhibits to those documents unless they are specifically incorporated by reference into those documents. You may request copies of those documents from the Company at Investor Relations, 6900 E Layton Avenue, Denver, Colorado 80237. You also may contact the Company at (303) 863-7414 for copies of those documents.

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SUMMARY

The following summary is provided solely for the convenience of Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase or any amendments or supplements hereto. Each undefined capitalized term used in this Summary has the meaning set forth elsewhere in this Offer to Purchase. Before tendering any Notes, you should read carefully this Offer to Purchase.

The Notes

The Notes for which the Tender Offers are being made, the CUSIP numbers therefor, the aggregate principal amounts outstanding and Acceptance Priority Levels are set forth in the table below. Each Tender Offer is also subject to the Aggregate Cap and the applicable Maximum Amount.

	Title of Security	CUSIP	Aggregate Principal Amount Outstanding	Acceptance Priority Level
Pool 1 Tender Offers	2.800% senior notes due 2029	651639AX4	\$631,564,000	1
	2.250% senior notes due 2030	651639AY2	\$813,198,000	2
	3.250% notes due 2030	65163LAB5 / 65163LAH2 / 65163LAA7 / Q6684MAA1 / 65163LAG4 / / Q6684MAD5 / Q66511AE8 / 65120FAD6	\$536,601,000	3
Pool 2 Tender Offers	6.250% senior notes due 2039	651639AM8	\$709,101,000	1
	4.875% senior notes due 2042	651639AP1	\$961,648,000	2
	5.750% notes due 2041	65163LAD1 / 65163LAK5 / 65163LAC3 / Q6684MAB9 / 65163LAJ8 / Q6684MAE3 / Q66511AB4 / 65120FAB0	\$499,987,000	3
	5.450% notes due 2044	651639AV8 / 380956AE2	\$449,995,000	4
	5.875% notes due 2035	651639AE6 / 651639AW6	\$517,305,000	5
	2.600% sustainability-	651639AZ9	\$795,370,000	6

	linked notes due 2032			
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The Tender Offers	<p>The Tender Offers are for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase, including the Aggregate Cap, the applicable Maximum Amount for each Tender Offer and the Acceptance Priority Levels.</p> <p>The Company reserves the right to increase or decrease the Aggregate Cap and/or either of the Maximum Amounts in its sole discretion, subject to compliance with applicable law. The Company may increase or decrease the Maximum Amount with respect to one or more Tender Offers without having to do so for all Tender Offers.</p>
Purpose of the Tender Offers	<p>The purpose of the Tender Offers is to purchase up to the Aggregate Cap, the Maximum Amounts of the Notes upon the terms and conditions described in this Offer to Purchase. Notes purchased in the Tender Offers will be retired and cancelled.</p>
Source of Funds	<p>The Company expects to pay for the Notes purchased in the Tender Offers with cash on hand. The Company may delegate to one or more of its subsidiaries the right to pay the consideration for any or all of the Notes tendered pursuant to the Tender Offers.</p>
Total Consideration and Late Tender Offer Consideration	<p>The applicable Total Consideration for each \$1,000 principal amount of each series of Notes validly tendered and accepted for purchase pursuant to the applicable Tender Offer will be equal to an amount, as described in Schedule A hereto, that would reflect, as of the date of purchase, a yield to the par call date or maturity date of the applicable series of Notes, in accordance with standard market practice, equal to the sum of (i) the Reference Yield for the applicable series of Notes plus (ii) the applicable Fixed Spread (as specified on the front cover of this Offer to Purchase). The formula for determining the Total Consideration is set forth on Schedule A.</p> <p>The “Reference Yield” for the applicable series of Notes will be calculated in accordance with standard market practice and will be based on the bid-side price of the applicable Reference Security specified on the front cover of this Offer to Purchase as displayed on the applicable Reference Page at 10:00 a.m., Eastern Time, on the Price Determination Date.</p> <p>The Early Tender Payment is applicable to all Tender Offers. Subject to the terms and conditions described in this Offer to Purchase, including the Aggregate Cap, the Maximum Amounts, the Acceptance Priority Levels and proration, if applicable, if a Holder validly tenders its Notes pursuant to a Tender Offer prior to or at the Early Tender Date and such Holder’s Notes are accepted for purchase, such Holder will receive the applicable Total Consideration for each \$1,000 principal amount of its tendered Notes, plus Accrued Interest thereon. The Total</p>

Consideration for the Notes, as calculated using the applicable Fixed Spread, is inclusive of the Early Tender Payment.

Subject to the terms and conditions described in this Offer to Purchase, including the Aggregate Cap, the Maximum Amounts, Acceptance Priority Levels and proration, if applicable, if a Holder validly tenders its Notes pursuant to a Tender Offer after the applicable Early Tender Date but prior to or at the applicable Expiration Date and such Holder's Notes are accepted for purchase, such Holder will receive only the applicable Late Tender Offer Consideration, which consists of the Total Consideration minus the Early Tender Payment, for each \$1,000 principal amount of its tendered Notes, plus Accrued Interest thereon.

Aggregate Cap.....

Up to \$2,000 million aggregate principal amount of the Notes.

Maximum Amounts; Acceptance
Priority Levels; and Proration

Subject to the terms and conditions of the Tender Offers, the Company is offering to purchase, subject to the Acceptance Priority Levels, an aggregate principal amount of Notes in each Tender Offer that does not exceed the Aggregate Cap or the applicable Maximum Amount for such Tender Offer.

Subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, the Notes accepted for payment on the Early Tender Date or the Expiration Date, as applicable, will be accepted in accordance with the Acceptance Priority Levels set forth on the front cover of this Offer to Purchase (with 1 being the highest Acceptance Priority Level and 3 being the lowest Acceptance Priority Level in the case of the Pool 1 Tender Offers and with 1 being the highest Acceptance Priority Level and 6 being the lowest Acceptance Priority Level in the case of the Pool 2 Tender Offers). Subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, all Notes validly tendered prior to or at the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered prior to or at the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer, and all Notes validly tendered after the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered after the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer. However, subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, Notes validly tendered prior to or at the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered after the Early Tender Date, even if such Notes validly tendered after the Early Tender Date have a higher Acceptance Priority Level than Notes validly tendered prior to or at the Early Tender Date in each Tender Offer.

If proration is required at an Acceptance Priority Level, each applicable Holder will have a fraction of the aggregate principal amount of validly tendered Notes at that Acceptance Priority Level purchased, rounded down to the nearest \$1,000 principal amount increment. The proration rate used shall be a fraction, the numerator of which is the applicable Maximum Amount

available for purchases at that Acceptance Priority Level and the denominator of which is the aggregate principal amount for all Notes at that Acceptance Priority Level that have been validly tendered prior to or at the Early Tender Date or Expiration Date, as applicable.

If after applying the applicable proration rate as described above in connection with any Tender Offer, the Holder is entitled to a credit or return of a portion of its tendered Notes of a series that is less than the authorized denomination for such series as set forth under “The Terms of the Tender Offers—Procedures for Tendering— Minimum Tender Denomination; Partial Tenders” below, then all or none (at the Company’s sole discretion) of the Notes of such series tendered by the Holder will be accepted without proration. The aggregate principal amount of Notes purchased pursuant to a Tender Offer will not exceed the Aggregate Cap or the applicable Maximum Amount, unless the Company increases the Aggregate Cap and/or Maximum Amount for such Tender Offer.

Any tendered Notes not accepted for purchase will be promptly credited to such Holder’s account with DTC or otherwise returned to the Holder without cost.

If the Company elects to purchase Notes on the Early Settlement Date and it purchases on such date an aggregate principal amount of Notes that is equal to the Aggregate Cap and/or the Maximum Amount for such Tender Offer, then no Notes tendered after the Early Tender Date will be accepted for purchase pursuant to such Tender Offer, regardless of the Acceptance Priority Level of such Notes tendered after the Early Tender Date, unless the Company increases the Aggregate Cap and/or the Maximum Amount for such Tender Offer, subject to the Acceptance Priority Levels and proration, if applicable.

Notes tendered after the applicable Early Tender Date but prior to or at the applicable Expiration Date will be eligible for purchase only if and to the extent that the aggregate principal amount of Notes that are validly tendered and accepted for purchase in such Tender Offer as of the Early Tender Date is less than the applicable Maximum Amount, subject to the Aggregate Cap and the Acceptance Priority Levels.

The Company reserves the right to increase or decrease the Aggregate Cap or one or both of the Maximum Amounts, subject to compliance with applicable law. The Company may increase or decrease the Maximum Amounts with respect to one or more Tender Offers without having to do so for all Tender Offers. There can be no assurance that the Company will exercise its right to increase or decrease the Aggregate Cap and/or either of the Maximum Amounts.

Early Tender Date

The Early Tender Date for the Tender Offers is 5:00 p.m., Eastern Time, on August 8, 2025, unless extended or earlier terminated. If a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline or deadlines for accepting the Notes. You

	<p>should promptly contact the custodian bank, broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.</p>
Withdrawal Deadline	<p>The Withdrawal Deadline for the Tender Offers is 5:00 p.m., Eastern Time, on August 8, 2025, unless extended or earlier terminated.</p>
Price Determination Date	<p>The Price Determination Date will occur at 10:00 a.m., Eastern Time, on August 11, 2025, unless extended or earlier terminated.</p>
Early Settlement Date	<p>At our option, within three business days following the Early Tender Date or as promptly as practicable thereafter, unless a Tender Offer has been extended or earlier terminated by the Company and subject to the satisfaction or waiver by the Company of the conditions to a Tender Offer. It is anticipated that the Early Settlement Date, if applicable, will be on or around August 13, 2025, the third business day following the Early Tender Date (assuming the Early Tender Date is on August 8, 2025). If the Company so elects on the Early Settlement Date, the Company will make payment for Notes that are validly tendered prior to or at the Early Tender Date and that are accepted for purchase.</p>
Expiration Date	<p>The Tender Offers will expire at 5:00 p.m., Eastern Time, on August 25, 2025, unless extended or earlier terminated. If a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline for accepting the Notes. You should promptly contact the custodian bank, broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline.</p>
Final Settlement Date	<p>Within three business days following the Expiration Date or as promptly as practicable thereafter, unless a Tender Offer has been extended or earlier terminated by the Company and subject to the satisfaction or waiver by the Company of the conditions to a Tender Offer. It is anticipated that the Final Settlement Date will be on or around August 28, 2025, the third business day following the Expiration Date (assuming the Expiration Date is on August 25, 2025).</p>
Withdrawal Rights	<p>Tenders of Notes made prior to or at the applicable Withdrawal Deadline may be validly withdrawn at any time prior to or at the applicable Withdrawal Deadline unless the Company amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law, in the case of any amendment or waiver of conditions with respect to any Tender Offer. However, the Company, in its sole discretion, may extend a Withdrawal Deadline for any purpose.</p> <p>Notes withdrawn prior to or at the applicable Withdrawal Deadline may be tendered again prior to or at the Early Tender</p>

	<p>Date or the Expiration Date, as applicable, in accordance with the procedures set forth in this Offer to Purchase.</p> <p>To validly withdraw Notes from a Tender Offer, Holders must deliver a written or facsimile notice of withdrawal, with the required information (as set forth below under “The Terms of the Tender Offers—Withdrawal of Tenders”) prior to or at the applicable Withdrawal Deadline. Subject to applicable law, the Company may increase or decrease the Aggregate Cap and/or either of the Maximum Amounts without extending or reinstating withdrawal rights.</p> <p>Notes tendered after the applicable Withdrawal Deadline, but on or before the applicable Expiration Date, may not be withdrawn at any time, unless the applicable Withdrawal Deadline is extended by the Company, in its sole discretion, or as otherwise required by law (as determined by the Company).</p>
How to Tender Notes	<p>See “The Terms of the Tender Offers—Procedures for Tendering.” For further information, call the Tender and Information Agent at its telephone numbers set forth on the back cover of this Offer to Purchase or consult your custodian bank, broker, dealer, commercial bank, trust company or other nominee for assistance.</p>
Extension; Amendment; Termination; and Conditions of the Tender Offers	<p>The obligation of the Company to accept and pay for Notes in the Tender Offers is subject to the satisfaction or waiver of a number of conditions set forth in “The Terms of the Tender Offers—Conditions of the Tender Offers.” Such conditions may be waived by the Company, in whole or in part, in its sole discretion, at any time and from time to time prior to the applicable Expiration Date with respect to one or more Tender Offers.</p> <p>The Tender Offers are not conditioned upon the tender of any minimum aggregate principal amount of the Notes. The purchase of any series of Notes is not conditioned upon the purchase of any other series of Notes; however, any Notes validly tendered and accepted for purchase may be subject to proration as described herein. Subject to applicable law, the Company expressly reserves the right, in its sole discretion, to amend, extend or terminate a Tender Offer (including with respect to the Early Tender Date, the Withdrawal Deadline, the Price Determination Date and the Expiration Date of a Tender Offer) without amending, extending or terminating any other Tender Offer. If a Tender Offer is terminated at any time with respect to any series of Notes, the Notes of such series tendered pursuant to such Tender Offer will be promptly returned to the tendering Holders.</p>
Untendered or Unpurchased Notes ..	<p>The Company will return any tendered Notes that it does not accept for purchase to the tendering Holder without expense to the tendering Holder. Notes not tendered or otherwise not purchased pursuant to any of the Tender Offers will remain outstanding. If a Tender Offer is consummated, the aggregate principal amount outstanding of each series of Notes that is purchased in part will be reduced. This may adversely affect the</p>

	liquidity of and, consequently, the market price for the Notes of such series that remain outstanding after consummation of the applicable Tender Offer. See “Certain Significant Considerations for Holders.”
Other Purchases of Notes	<p>The Company or its affiliates may from time to time, after consummation of the applicable Tender Offer, purchase additional Notes in the open market, in privately negotiated transactions, through tender or exchange offers or otherwise, or the Company may redeem Notes that are redeemable pursuant to their terms. Any future purchases may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the applicable Tender Offer. Any future purchases by the Company will depend on various factors existing at that time.</p> <p>There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company may choose to pursue in the future.</p>
Tax Considerations	For a discussion of certain U.S. federal income tax considerations of the Tender Offers applicable to Holders of Notes, see “Certain Tax Considerations—Certain U.S. Federal Income Tax Considerations”. For a discussion of certain Australian tax considerations of the Tender Offers applicable to Holders of the Notes that are co-issued by Newcrest Finance Pty Limited, see “Certain Tax Considerations—Certain Australian Tax Considerations for Notes Co-Issued by Newcrest Finance Pty Limited”.
Dealer Managers	BMO Capital Markets Corp., Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC are serving as Dealer Managers in connection with the Tender Offers. The Dealer Managers’ contact information appears on the back cover page of this Offer to Purchase.
Tender and Information Agent	D.F. King & Co., Inc. is serving as Tender and Information Agent in connection with the Tender Offers. Requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent using the contact information appearing on the back cover page of this Offer to Purchase.
Brokerage Commissions	No brokerage commissions are payable by Holders to the Company, the Dealer Managers or the Tender and Information Agent.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offer to Purchase (including information incorporated by reference herein) are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended and are intended to be covered by the safe harbor provided for under these sections. Words such as “expect(s),” “feel(s),” “believe(s),” “will,” “may,” “anticipate(s),” “estimate(s),” “should,” “intend(s),” “target(s),” “plan(s),” “potential,” and similar expressions are intended to identify forward-looking statements. Our forward-looking statements may include, without limitation:

- estimates regarding future earnings and the sensitivity of earnings to gold, copper, silver, lead, zinc, and other metal prices;
- estimates of future mineral production and sales;
- estimates of future production costs, other expenses and taxes for specific operations and on a consolidated basis, including estimates of future costs applicable to sales and all-in sustaining costs;
- estimates of future cash flows and the sensitivity of cash flows to gold, copper, silver, lead, zinc, and other metal prices;
- estimates of future capital expenditures, including development and sustaining capital, as well as construction or closure activities and other cash needs, for specific operations and on a consolidated basis, and expectations as to the funding or timing thereof;
- estimates as to the projected development of certain ore deposits or projects, such as the Tanami Expansion 2, Ahafo North, Yanacocha Sulfides, Pamour, Cerro Negro District Expansion 1, Cadia Panel Cave, Red Chris Block Cave and Wafi-Golpu, including without limitation expectations for the production, milling, costs applicable to sales, all-in sustaining costs, mine-life extension, the costs of such development and other capital costs, financing plans for these deposits and expected production commencement dates, construction completion dates and other timelines;
- estimates of reserves and resources statements regarding future exploration results and reserve and resource replacement and the sensitivity of reserves to metal price changes;
- statements regarding the availability of, and terms and costs related to, future borrowing or financing and expectations regarding future share repurchase transactions, and debt repurchases, repayments or tender transactions;
- statements regarding future cash flows and returns to stockholders, including with respect to future dividends, the dividend framework and expected payout levels;
- estimates regarding future exploration expenditures and discoveries;
- statements regarding fluctuations in financial and currency markets;
- estimates regarding potential cost savings, productivity, operating performance and ownership and cost structures;
- expectations regarding statements regarding future or recently completed transactions, expectations regarding potential divestments, including, without limitation, assets held for sale, such as the Coffee development project in Canada;
- estimates of future cost reductions, synergies, including pre-tax synergies, savings and efficiencies, and future cash flow enhancements through portfolio optimization;
- expectations of future equity and enterprise value;
- expectations regarding the start-up time, design, mine life, production and costs applicable to sales and exploration potential of our projects;
- statements regarding future hedge and derivative positions or modifications thereto;
- statements regarding local, community, political, economic or governmental conditions and environments;
- statements and expectations regarding the impacts of health and safety conditions;
- statements regarding the impacts of changes in the legal and regulatory environment in which we operate, including, without limitation, relating to regional, national, domestic and foreign laws;
- statements regarding expected changes in the tax regimes in which we operate, including, without limitation, estimates of future tax rates and estimates of the impacts to income tax expense, valuation of deferred tax assets and liabilities, and other financial impacts;
- estimates of income taxes and expectations relating to tax contingencies or tax audits;
- estimates of future costs, accruals for reclamation costs and other liabilities for certain environmental matters, including without limitation, in connection with water treatment, such as the Yanacocha water treatment plants, and tailings management;

- statements relating to potential impairments, revisions or write-offs, including without limitation, the result of fluctuation in metal prices, unexpected production or capital costs, or unrealized reserve potential;
- estimates of pension and other post-retirement costs;
- statements regarding estimates of timing of adoption of recent accounting pronouncements and expectations regarding future impacts to the financial statements resulting from accounting pronouncements; and
- estimates of future cost reductions, synergies, savings and efficiencies in connection with Full Potential programs and cost saving initiatives.

Where we express an expectation or belief as to future events or results, such expectation or belief is expressed in good faith and believed to have a reasonable basis. However, our forward-looking statements are subject to risks, uncertainties and other factors, which could cause actual results to differ materially from future results expressed, projected or implied by those forward-looking statements. Such risks include, but are not limited to:

- there being no significant change to current geotechnical, metallurgical, hydrological and other physical conditions;
- the price of gold, copper, silver, lead, zinc and other metal prices and commodities;
- the cost of operations and prices for key supplies;
- currency fluctuations, including exchange rate assumptions;
- other macroeconomic events impacting inflation, interest rates, supply chain, and capital markets;
- operating performance of equipment, processes and facilities;
- environmental impacts and geotechnical challenges including in connection with climate-related and other catastrophic events;
- labor relations;
- healthy and safety impacts including in connection with global events, pandemics, and epidemics;
- timing of receipt of necessary governmental permits or approvals;
- domestic and foreign laws or regulations, particularly relating to the environment, mining and processing;
- changes in tax laws;
- political developments in any jurisdiction in which Newmont operates being consistent with its current expectations;
- our ability to obtain or maintain necessary financing; and
- other risks and hazards associated with mining operations.

More detailed information regarding these factors is included in the section titled Item 1, Business; Item 1A, Risk Factors in Part I of the Company's Annual Report on Form 10-K for the year ended December 31, 2024. Many of these factors are beyond our ability to control or predict. Given these uncertainties, readers are cautioned not to place undue reliance on our forward-looking statements.

All subsequent written and oral forward-looking statements attributable to Newmont or to persons acting on its behalf are expressly qualified in their entirety by these cautionary statements. The Company disclaims any intention or obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. See "Where You Can Find More Information; Incorporation of Certain Information by Reference." Information on, or accessible through, the Company's website is expressly not incorporated by reference into, and does not constitute a part of, this Offer to Purchase.

CORPORATE INFORMATION

Newmont Corporation was incorporated in 1921 and is primarily a gold producer with significant operations and/or assets in the United States, Canada, Mexico, Dominican Republic, Peru, Suriname, Argentina, Chile, Australia, Papua New Guinea, Ecuador, Fiji and Ghana. At December 31, 2024, Newmont had attributable proven and probable gold reserves of 134.1 million ounces, attributable measured and indicated gold resources of 99.4 million ounces, attributable inferred gold resources of 70.6 million ounces, and an aggregate land position of approximately 25,500 square miles (66,000 square kilometers). Newmont is also engaged in the production of copper, silver, lead, and zinc. As the world's leading gold company, Newmont remains committed to creating value and improving lives through sustainable and responsible mining.

Newmont's principal executive office is located at 6900 E Layton Avenue, Denver, Colorado 80237. The Company's website is www.newmont.com. Information on, or accessible through, the Company's website is expressly not incorporated by reference into, and does not constitute a part of, this Offer to Purchase.

PURPOSE OF THE TENDER OFFERS

The purpose of the Tender Offers is to purchase Notes up to the Aggregate Cap, and subject to the Maximum Amounts of the Notes and upon the terms and conditions described in this Offer to Purchase. Notes purchased in the Tender Offers will be retired and cancelled.

None of the Company or its affiliates, their respective boards of directors, the Dealer Managers, the Tender and Information Agent or the trustees with respect to any series of Notes is making any recommendation as to whether Holders should tender any Notes in response to any of the Tender Offers, and neither the Company nor any such other person has authorized any person to make any such recommendation. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the aggregate principal amount of Notes to tender.

THE TERMS OF THE TENDER OFFERS

General

Upon the terms and subject to the conditions of each of the individual offers to purchase described in this Offer to Purchase and any amendments or supplements thereto, the Company hereby offers to purchase for cash, subject to the Acceptance Priority Levels, up to \$2,000 million aggregate principal amount of the Notes, consisting of (i) up to \$1,000 million aggregate principal amount of the Pool 1 Notes and (ii) up to \$1,000 million aggregate principal amount of the Pool 2 Notes. The Total Consideration or Late Tender Offer Consideration, as applicable, per \$1,000 principal amount of Notes validly tendered and accepted for purchase pursuant to the Tender Offers is discussed below under “—Total Consideration and Late Tender Offer Consideration.” In addition to the Total Consideration or Late Tender Offer Consideration, as applicable, the Company will pay Accrued Interest on purchased Notes from the applicable last interest payment date up to, but not including, the applicable Settlement Date. Under no circumstances will any interest be payable because of any delay in the transmission of funds to Holders by DTC.

The Tender Offers are open to all registered Holders of the Notes. The Company’s obligation to accept for purchase and to pay for Notes in the Tender Offers is subject to the satisfaction or waiver of the conditions discussed below under “—Conditions of the Tender Offers.” The conditions discussed below may be waived by the Company, in whole or in part, in its sole discretion, at any time and from time to time prior to the applicable Expiration Date with respect to one or more Tender Offers. The Tender Offers are not conditioned upon the tender of any minimum principal amount of the Notes. **For more information regarding the Aggregate Cap, the Maximum Amounts and proration, see “—Aggregate Cap; Maximum Amounts; Acceptance Priority Levels; and Proration” below.**

The Tender Offers will commence on July 28, 2025 and will expire on the applicable Expiration Date. No tenders of Notes will be valid if submitted after the applicable Expiration Date. If a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline or deadlines for accepting the applicable Notes. You should promptly contact the custodian bank, broker, dealer, commercial bank, trust company or other nominee that holds your Notes to determine its deadline or deadlines.

If you validly tender your Notes prior to or at the applicable Withdrawal Deadline for your tendered Notes, you may validly withdraw your tendered Notes at any time prior to or at such Withdrawal Deadline. After such time, you may not withdraw your Notes unless the Company amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law, in the case of any amendment or waiver of conditions with respect to any Tender Offer. However, the Company, in its sole discretion, may extend a Withdrawal Deadline for any purpose. If a custodian bank, broker, dealer, commercial bank, trust company or other nominee holds your Notes, such nominee may have an earlier deadline or deadlines for receiving instructions to withdraw tendered Notes.

The Tender Offers may be terminated or withdrawn in whole or terminated or withdrawn with respect to any series of the Notes, subject to compliance with applicable law. The Company reserves the right, subject to applicable law, to (i) waive any and all conditions to any of the Tender Offers, (ii) extend or terminate any of the

Tender Offers, (iii) increase or decrease the Aggregate Cap, (iv) increase or decrease either of the Maximum Amounts, or (v) otherwise amend any of the Tender Offers in any respect. The Company may take any action described in clauses (i) through (v) above with respect to one or more Tender Offers without having to do so for all Tender Offers. In the case of clauses (i) through (v) above, the Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law.

If the Company makes a material change in the terms of a Tender Offer or waives a material condition of a Tender Offer, the Company will disseminate additional materials related to such Tender Offer and extend such Tender Offer to the extent required by law. In addition, the Company may, if it deems appropriate, extend a Tender Offer for any other reason. The Company does not expect to extend or amend any Tender Offer, unless required by law. Any extension, amendment or termination will be followed promptly by public announcement thereof. The announcement in the case of an extension of a Tender Offer will be issued no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Early Tender Date or Expiration Date, as applicable. Without limiting the manner in which the Company may choose to make a public announcement of any extension, amendment or termination of a Tender Offer, the Company will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release. For additional information, see “—Extension, Amendment or Termination of the Tender Offers.”

None of the Company or its affiliates, their respective boards of directors, the Dealer Managers, the Tender and Information Agent or the trustees with respect to any series of Notes is making any recommendation as to whether Holders should tender any Notes in response to any of the Tender Offers, and neither the Company nor any such other person has authorized any person to make any such recommendation. Holders must make their own decision as to whether to tender any of their Notes, and, if so, the aggregate principal amount of Notes to tender.

Total Consideration and Late Tender Offer Consideration

The applicable Total Consideration for each \$1,000 principal amount of each series of Notes validly tendered and accepted for purchase pursuant to the applicable Tender Offer will be equal to an amount, as described in Schedule A hereto, that would reflect, as of the date of purchase, a yield to the par call date or maturity date of the applicable series of Notes, in accordance with standard market practice, equal to the sum of (i) the Reference Yield for the applicable series of Notes *plus* (ii) the applicable Fixed Spread (as specified on the front cover of this Offer to Purchase). This sum is referred to in this Offer to Purchase as the Repurchase Yield. The formula for determining the Total Consideration is set forth on Schedule A.

The “Reference Yield” for the applicable series of Notes will be calculated in accordance with standard market practice and will be based on the bid-side price of the applicable Reference Security specified on the front cover of this Offer to Purchase as displayed on the applicable Reference Page at 10:00 a.m., Eastern Time, on the Price Determination Date.

The Early Tender Payment is applicable to all Tender Offers. Subject to the terms and conditions described in this Offer to Purchase, including the Aggregate Cap, the Maximum Amounts, Acceptance Priority Levels and proration, if applicable, if a Holder validly tenders its Notes pursuant to a Tender Offer prior to or at the Early Tender Date and such Holder’s Notes are accepted for purchase, such Holder will receive the applicable Total Consideration for each \$1,000 principal amount of its tendered Notes. The Total Consideration for the Notes, as calculated using the applicable Fixed Spread, is inclusive of the Early Tender Payment. If a Holder validly tenders its Notes pursuant to a Tender Offer after the applicable Early Tender Date but prior to or at the applicable Expiration Date and such Holder’s Notes are accepted for purchase, such Holder will receive only the applicable Late Tender Offer Consideration, which consists of the Total Consideration *minus* the Early Tender Payment, for each \$1,000 principal amount of its tendered Notes.

In addition to the Total Consideration or Late Tender Offer Consideration, as applicable, all Holders of Notes accepted for purchase will also receive Accrued Interest from the applicable last interest payment date up to, but not including, the applicable Settlement Date, payable on such date.

Because the consideration applicable to the Tender Offers is based on a fixed spread pricing formula linked to the yield on the applicable Reference Security, the actual amount of consideration that may be

received by a tendering Holder pursuant to the Tender Offers will be affected by changes in such yield during the term of the applicable Tender Offer prior to the applicable Price Determination Date. After the applicable Price Determination Date, when the consideration applicable to a Tender Offer is no longer linked to the yield on the applicable Reference Security, the actual amount of cash that may be received by a tendering Holder pursuant to such Tender Offer will be known, and Holders will be able to ascertain the Total Consideration or Late Tender Offer Consideration, as applicable, that will be received by all tendering Holders whose Notes are accepted for purchase pursuant to such Tender Offer in the manner described above.

In the event of any dispute or controversy regarding the (i) Total Consideration or Late Tender Offer Consideration, as applicable, (ii) Reference Yield, (iii) Repurchase Yield or (iv) amount of Accrued Interest for Notes tendered and accepted for purchase pursuant to the Tender Offers, the Company's determination shall be conclusive and binding, absent manifest error.

Prior to 10:00 a.m., Eastern Time, on the applicable Price Determination Date, Holders may obtain a hypothetical quote of the yield of the applicable Reference Security (calculated as of a then-recent time) and the resulting hypothetical Total Consideration or Late Tender Offer Consideration, as applicable, by contacting any of the Dealer Managers at their respective telephone numbers set forth on the back cover of this Offer to Purchase. In addition, as soon as practicable after the applicable Price Determination Date, the Company will publicly announce the pricing information by press release, if applicable.

Tender Offers: Early Tender Date; Price Determination Date; Expiration Date; Extensions; Amendments

The Early Tender Date for the Tender Offers is 5:00 p.m., Eastern Time, on August 8, 2025, unless extended, in which case the Early Tender Date will be such date to which the Early Tender Date is extended. The Price Determination Date for the Tender Offers is 10:00 a.m., Eastern Time on August 11, 2025, unless extended, in which case the Price Determination Date will be such date to which the Price Determination Date is extended. The Expiration Date for the Tender Offers is 5:00 p.m., Eastern Time, on August 25, 2025, unless extended, in which case the Expiration Date will be such date to which the Expiration Date is extended. The Company, in its sole discretion, may extend the Early Tender Date, Price Determination Date or Expiration Date in respect of one or more Tender Offers or otherwise amend a Tender Offer for any purpose, including to permit the satisfaction or waiver of any or all conditions of such Tender Offer. The Company does not expect to extend or amend any Tender Offer, unless required by law. To extend the Early Tender Date, Price Determination Date, Expiration Date or otherwise amend a Tender Offer, the Company will notify the Tender and Information Agent and will make a public announcement thereof as promptly as practicable. In the case of an extension of the Early Tender Date or the Expiration Date, an announcement will be issued no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Early Tender Date or Expiration Date, respectively. Such announcement will specify whether the Company is extending a Tender Offer for a specified period or on a daily basis. Without limiting the manner in which the Company may choose to make a public announcement of any extension, amendment or termination of a Tender Offer, the Company will not be obligated to publish, advertise or otherwise communicate any such public announcement, other than by making a timely press release.

Aggregate Cap; Maximum Amounts; Acceptance Priority Levels; and Proration

The Aggregate Cap is set forth on the front cover of this Offer to Purchase. The Maximum Amounts for each Tender Offer are set forth in the table on the front cover of this Offer to Purchase. Subject to applicable law, the Company reserves the right to increase or decrease the Aggregate Cap and/or either of the Maximum Amounts in its sole discretion without extending the Withdrawal Deadline or reinstating withdrawal rights.

If the aggregate principal amount for Notes validly tendered exceeds the Aggregate Cap, only Notes representing an aggregate principal amount of up to \$2,000 million will be accepted for purchase (in the order of the Acceptance Priority Levels and subject to the applicable Maximum Amount).

Subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, Notes validly tendered prior to or at the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered prior to or at the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer (with 1 being the highest Acceptance Priority Level and 3 being the lowest Acceptance Priority Level).

in the case of the Pool 1 Tender Offers and with 1 being the highest Acceptance Priority Level and 6 being the lowest Acceptance Priority Level in the case of the Pool 2 Tender Offers), and Notes validly tendered after the Early Tender Date having a higher Acceptance Priority Level will be accepted before any Notes validly tendered after the Early Tender Date having a lower Acceptance Priority Level are accepted in each Tender Offer. However, subject to the Aggregate Cap, the Maximum Amounts and proration, if applicable, Notes validly tendered prior to or at the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered after the Early Tender Date, even if such Notes validly tendered after the Early Tender Date have a higher Acceptance Priority Level than Notes validly tendered prior to or at the Early Tender Date in each Tender Offer.

If proration is required at an Acceptance Priority Level, each Holder will have a fraction of the aggregate principal amount of validly tendered Notes at that Acceptance Priority Level purchased, rounded down to the nearest \$1,000 principal amount increment. The proration rate used shall be a fraction, the numerator of which is the applicable Maximum Amount available for purchases at that Acceptance Priority Level and the denominator of which is the aggregate principal amount for all Notes at that Acceptance Priority Level that have been validly tendered prior to or at the Early Tender Date or Expiration Date, as applicable. If after applying the applicable proration rate as described above in connection with any Tender Offer, the Holder is entitled to a credit or return of a portion of its tendered Notes of a series that is less than the authorized denomination for such series as set forth under “—Procedures for Tendering—Minimum Tender Denomination; Partial Tenders” below, then all or none (at the Company’s sole discretion) of the Notes of such series tendered by the Holder will be accepted without proration.

The aggregate principal amount of Notes purchased pursuant to a Tender Offer will not exceed the Aggregate Cap or the applicable Maximum Amount, unless the Company increases the Aggregate Cap and/or the Maximum Amount for such Tender Offer. If proration of a series of tendered Notes is required, the Company will determine the final proration rate as soon as practicable after the Early Tender Date or the Expiration Date, as applicable, and will announce the results of proration on such Tender Offer by press release.

Any tendered Notes not accepted for purchase will be promptly credited to such Holder’s account with DTC or otherwise returned to the Holder without cost.

If the Company elects to purchase Notes on the Early Settlement Date and it purchases on such date an aggregate principal amount of Notes that is equal to the Aggregate Cap and/or the Maximum Amount for such Tender Offer, then no Notes tendered after the Early Tender Date will be accepted for purchase pursuant to such Tender Offer, regardless of the Acceptance Priority Level of such Notes tendered after the Early Tender Date, unless the Company increases the Aggregate Cap and/or the Maximum Amount for such Tender Offer, subject to the Acceptance Priority Levels and proration, if applicable.

Notes tendered after the applicable Early Tender Date but prior to or at the applicable Expiration Date will be eligible for purchase only if and to the extent that the aggregate principal amount of Notes that is validly tendered and accepted for purchase in such Tender Offer as of the Early Tender Date is less than the applicable Maximum Amount, subject to the Aggregate Cap and the Acceptance Priority Levels.

Source of Funds

The Company expects to pay for the Notes purchased in the Tender Offers with cash on hand. We reserve the right, but are under no obligation, to increase or decrease the Aggregate Cap and/or the Maximum Amount in respect of any Tender Offer at any time, subject to applicable law. The Company may delegate to one or more of its subsidiaries the right to pay the consideration for any or all of the Notes tendered pursuant to the Tender Offers.

Conditions of the Tender Offers

Notwithstanding any other provision of the Tender Offers and in addition to (and not in limitation of) the Company’s right to extend or amend any Tender Offer, the Company shall not be required to accept for purchase, purchase or pay for, and may delay acceptance for purchase of, any tendered Notes, subject to Rule 14e-1(c) promulgated under the Exchange Act, and may terminate any Tender Offer, if, before such time any Notes have been accepted for purchase pursuant to such Tender Offer any of the following events or conditions exist or shall occur and remain in effect or shall be determined by the Company in its sole judgment to exist or to have occurred:

- (i) any general suspension of, or limitation on prices for, trading in securities in the United States securities or financial markets or any other significant adverse change in the United States securities or financial markets or other major securities or financial markets, (ii) any significant changes in the prices for the Notes, (iii) a material impairment in the trading market for debt securities generally, (iv) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or other major financial markets (whether or not mandatory), (v) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency on, or other event that, in the sole judgment of the Company, might affect the nature or extension of credit by banks or other lending institutions, (vi) any attack on, outbreak or escalation of hostilities, acts of terrorism or any declaration of a national emergency, commencement of war, armed hostilities or other national or international crisis directly or indirectly involving the United States or (vii) any significant adverse change in the United States currency exchange rates or securities or financial markets generally or, in the case of any of the foregoing existing on the date hereof, in the sole judgement of the Company, a material acceleration, escalation or worsening thereof;
- the existence of an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction that shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the sole judgment of the Company, would or would be reasonably likely to prohibit, prevent or materially restrict or delay the consummation of any Tender Offer or that is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company or its subsidiaries or would materially impair the contemplated benefits of any Tender Offer or be material to Holders of Notes in deciding whether to accept any Tender Offer;
- any threatened, instituted or pending action or proceeding or investigation, or there shall have been any material adverse development with respect to any action or proceeding currently instituted, threatened or pending before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person (including the trustee of any series of Notes), that is, or is likely to be, materially adverse to the Company's business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects or challenges the making of any Tender Offer or is reasonably likely to directly or indirectly prohibit, prevent, restrict or delay the consummation of any Tender Offer or otherwise adversely affect any Tender Offer in any material manner;
- the existence of any other actual or threatened legal impediment (including a default under an agreement, indenture or other instrument or obligation to which the Company or any of its affiliates is a party or by which the Company or any of its affiliates is bound) to any Tender Offer or any other circumstances that would materially adversely affect the transactions contemplated by any Tender Offer, or the contemplated benefits to the Company or its affiliates of any Tender Offer;
- the trustee of the applicable series of Notes shall have objected in any respect to or taken action that could, in the Company's reasonable judgment, adversely affect the consummation of such Tender Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by the Company in making such Tender Offer pursuant to this Offer to Purchase or the acceptance of, or payment for, the applicable series of Notes;
- the actual or prospective occurrence of any event or events that, in the sole judgment of the Company, could prevent, restrict or delay consummation of any Tender Offer or materially impair the contemplated benefits of any Tender Offer to the Company or its affiliates; or any change or development, including any prospective change or development, that in the sole judgment of the Company, has or may have a material adverse effect on the Company, the market price of the Notes or the value of the Notes to the Company.

The conditions described above are solely for the Company's benefit and may be asserted by the Company regardless of the circumstances giving rise to any such condition, including any action or inaction by the Company, and may be waived by the Company, in whole or in part, in its sole discretion, at any time and from time to time

prior to the applicable Expiration Date with respect to one or more Tender Offers. The Company's failure at any time to exercise any of its rights will not be deemed a waiver of any other right, and each right will be deemed an ongoing right which may be asserted at any time and from time to time.

The Tender Offers are not conditioned upon the tender of any minimum principal amount of the Notes. The Company reserves the right to increase or decrease the Aggregate Cap and/or either of the Maximum Amounts in its sole discretion, subject to compliance with applicable law. The Company may also seek to redeem or repay any of the Notes not validly tendered and purchased in the Tender Offers or any of its other outstanding indebtedness.

Extension, Amendment or Termination of the Tender Offers

The Company expressly reserves the right, subject to applicable law, to:

- delay accepting Notes, extend any Expiration Date, Price Determination Date, Withdrawal Deadline or Early Tender Date, or terminate one or more of the Tender Offers and not accept Notes, as to any or all series of Notes; and
- amend, modify or waive at any time, or from time to time, the terms of one or more of the Tender Offers in any respect, including waiving any conditions to the consummation of one or more of the Tender Offers.

Subject to applicable law, the Company expressly reserves the right, in its sole discretion, to amend, extend or terminate a Tender Offer without amending, extending or terminating any other Tender Offer. If the Company exercises any such right, the Company will give written notice thereof to the Tender and Information Agent and will make a public announcement thereof as promptly as practicable. Such announcement in the case of an extension of any Expiration Date or Early Tender Date will be issued no later than 9:00 a.m., Eastern Time, on the next business day after the previously scheduled Expiration Date or Early Tender Date, respectively.

The minimum period during which a Tender Offer will remain open following material changes in the terms or in the information concerning a Tender Offer will depend upon applicable law, and in particular Rule 14e-1 promulgated under the Exchange Act, and the facts and circumstances of such change, including the relative materiality of the change. If any of the terms of a Tender Offer are amended in a manner determined by the Company to constitute a material change adversely affecting any Holder, the Company will promptly disclose any such amendment in a manner reasonably calculated to inform Holders of such amendment, and the Company will extend such Tender Offer for a time period that the Company deems appropriate, depending upon the significance of the amendment and the manner of disclosure to Holders. In certain cases, the Company may amend a Tender Offer without extending such Tender Offer.

Subject to applicable law, the Company expressly reserves the right, in its sole discretion, to amend, extend or terminate one or more Tender Offers. The Company does not expect to extend or amend any Tender Offer, unless required by law. If a Tender Offer is terminated at any time, the Notes tendered pursuant to such Tender Offer will be promptly returned to the tendering Holders.

Procedures for Tendering

General

The following summarizes the procedures to be followed by all Holders in tendering their Notes. The tender by a Holder pursuant to the procedures set forth herein will constitute an agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth in this Offer to Purchase.

How to Tender Notes

All Notes are held in book-entry form. Any beneficial owner whose Notes are held in book-entry form through a custodian bank, broker, dealer, commercial bank, trust company or other nominee and who wishes to tender Notes should contact such custodian bank, broker, dealer, commercial bank, trust company or other nominee promptly and instruct such nominee to submit instructions on such beneficial owner's behalf. In some cases, the custodian bank, broker, dealer, commercial bank, trust company or other nominee may request submission of such

instructions on a beneficial owner's instruction form. Please check with your nominee to determine the procedures for such firm.

To tender Notes that are held through DTC, DTC participants must electronically transmit their acceptance through ATOP (and thereby tender Notes) and deliver the tendered Notes by book-entry transfer to the Tender and Information Agent. There are no guaranteed delivery procedures for the Tender Offers and there will be no letter of transmittal for the Tender Offers.

Any acceptance of an Agent's Message (as defined below) transmitted through ATOP is at the election and risk of the person transmitting such Agent's Message and delivery will be deemed made only when actually received by the Tender and Information Agent. No documents should be sent to the Company, the trustees or the Dealer Managers.

By tendering Notes pursuant to the Tender Offers, the Holder will be deemed to have represented and warranted as to the matters provided herein, including that such Holder has full power and authority to tender, sell, assign and transfer the Notes tendered thereby and that when such Notes are accepted for purchase and paid for by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right. If a Holder tenders less than all of the Notes of a particular series owned by such Holder, the Holder will also be deemed to have represented and warranted that, immediately following such tender, such Holder beneficially owns Notes of such series in an aggregate principal amount of at least the authorized denomination. The Holder will also be deemed to have agreed to, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered thereby and that the Holder is otherwise accepting the applicable Tender Offer upon the terms and subject to the conditions set forth in this Offer to Purchase.

By tendering Notes pursuant to the Tender Offers, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender and Information Agent, until receipt by the Tender and Information Agent of a properly transmitted Agent's Message together with all accompanying evidences of authority and any other required documents in a form satisfactory to the Company. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of tenders and withdrawals of Notes will be determined by the Company, in its sole discretion, which determination shall be final and binding.

The Tender and Information Agent will establish an account with respect to the Notes at DTC for purposes of the Tender Offers, and any financial institution that is a participant in DTC may make book-entry delivery of Notes by causing DTC to transfer such Notes into the Tender and Information Agent's account in accordance with DTC's procedures for such transfer. However, although delivery of Notes may be effected through book-entry transfer into the Tender and Information Agent's account at DTC, an Agent's Message, and any other required documents, must, in any case, be transmitted to and received by the Tender and Information Agent at its address set forth on the back cover of this Offer to Purchase prior to or at the applicable Early Tender Date in order to be eligible to receive the applicable Total Consideration, or prior to or at the applicable Expiration Date in order to be eligible to receive the applicable Late Tender Offer Consideration. The confirmation of a book-entry transfer into the Tender and Information Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation." **Delivery of documents to DTC does not constitute delivery to the Tender and Information Agent.**

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express and unconditional acknowledgment from the participant in DTC described in such Agent's Message, stating (i) the aggregate principal amount of Notes that have been tendered by such participant pursuant to the Tender Offers, (ii) that such participant has received the Offer to Purchase and agrees to be bound by the terms of the Tender Offers as described in this Offer to Purchase, and (iii) that the Company may enforce such agreement against such participant.

Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC prior to the applicable Expiration Date or the Early Tender Date, as the case may be.

Minimum Tender Denomination; Partial Tenders

Notes may be tendered only in principal amounts equal to the authorized minimum denomination of \$2,000 (other than with regards to Newmont's 5.875% notes due 2035, which have an authorized denomination of \$1,000) and integral multiples of \$1,000 in excess thereof. No alternative, conditional or contingent tenders will be accepted. Holders who tender less than all of their Notes must continue to hold Notes in at least the minimum authorized denomination.

If the entire principal amount of the Notes is not tendered or not accepted for purchase, the principal amount of such Notes not tendered or not accepted for purchase will be returned by credit to the account at DTC designated in the Agent's Message, unless otherwise requested by such Holder.

Other Matters

Notwithstanding any other provision of the Tender Offers, payment of the Total Consideration or Late Tender Offer Consideration, as applicable, plus Accrued Interest in exchange for Notes validly tendered and accepted for purchase pursuant to the Tender Offers will occur only after timely compliance with the procedures for tender specified in this Offer to Purchase. Tenders of Notes pursuant to the procedures described above, and acceptance thereof by the Company, will constitute a binding agreement between the tendering Holder and the Company upon the terms and subject to the conditions of the Tender Offers as set forth in this Offer to Purchase. All questions as to the form of all documents and the validity (including time of receipt) and acceptance of all tenders and withdrawals of Notes will be determined by the Company, in its sole discretion, the determination of which shall be final and binding. **Alternative, conditional or contingent tenders will not be considered valid.** The Company reserves the right, in its sole discretion, to reject any or all tenders of Notes that are not in proper form or the acceptance of which would, in its opinion, be unlawful. The Company also reserves the right, in its sole discretion, to waive any defects, irregularities or conditions of tender as to particular Notes or to grant Holders an opportunity to cure any defect or irregularity in connection with tenders within such time as it determines. A waiver of one defect does not obligate waivers of other defects. Tenders of Notes shall not be deemed to have been made until all defects and irregularities have been waived by the Company or cured. None of the Company, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notice of any defects or irregularities in tenders of Notes or will incur any liability to Holders for failure to give any such notice. The Company's interpretations of the terms and conditions of the Tender Offers will be final and binding.

Compliance with "Short Tendering" Rule in the Tender Offers

It is a violation of Rule 14e-4 promulgated under the Exchange Act for any person acting alone or in concert with others, directly or indirectly, to tender Notes in a partial tender offer for such person's own account unless at the time of tender and at the applicable Expiration Date such person has a "net long position" in the Notes that is equal to or greater than the amount tendered and will deliver or cause to be delivered such Notes for the purpose of tendering to the Company within the period specified in the Tender Offers. Rule 14e-4 also provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. A tender of Notes in the Tender Offers made pursuant to any method of delivery set forth herein will constitute the tendering Holder's representation and warranty to the Company that (a) such Holder has a "net long position" in the Notes at least equal to the Notes being tendered within the meaning of Rule 14e-4, and (b) such tender of Notes complies with Rule 14e-4.

Acceptance of Notes for Purchase; Payment for Notes

Subject to the terms and conditions of the Tender Offers, the Company will accept for purchase, and pay for, up to an aggregate principal amount of Notes in each Tender Offer, subject to the Acceptance Priority Levels, that does not exceed the Aggregate Cap and the applicable Maximum Amount for such Tender Offer upon the satisfaction or waiver of the conditions to the Tender Offers specified under "—Conditions of the Tender Offers." The Company will promptly pay for the Notes accepted for purchase in connection with the Tender Offers on the

applicable Settlement Date. The Company may delegate to one or more of its subsidiaries the right to pay the consideration for any or all of the Notes tendered pursuant to the Tender Offers.

The Company expressly reserves its rights, in its sole discretion, but subject to applicable law, to (1) delay acceptance for purchase of Notes validly tendered pursuant to a Tender Offer or the payment for Notes accepted for purchase (subject to Rule 14e-1 under the Exchange Act, which requires that the Company pay the consideration offered or return Notes deposited by or on behalf of the Holders promptly after the termination or withdrawal of the applicable Tender Offer), or (2) terminate a Tender Offer at any time prior to acceptance. For purposes of the Tender Offers, the Company will be deemed to have accepted for purchase validly tendered Notes (or defectively tendered Notes with respect to which it has waived such defect) if, as and when the Company gives oral (promptly confirmed in writing) or written notice thereof to the Tender and Information Agent.

The Company will pay for Notes accepted for purchase in the Tender Offers by depositing such payment in cash directly with DTC. Payment by the Company shall for all purposes be deemed to have been completed upon its deposit with DTC of the Total Consideration and Late Tender Offer Consideration, as applicable, plus Accrued Interest. Under no circumstances will the Company pay interest on the applicable Total Consideration or Late Tender Offer Consideration by reason of any delay on the part of DTC in making payment to Holders.

If, for any reason, acceptance for purchase of, or payment for, validly tendered Notes pursuant to the Tender Offers is delayed, or the Company is unable to accept for purchase or to pay for validly tendered Notes pursuant to the Tender Offers, then the Tender and Information Agent may, nevertheless, on behalf of the Company, retain the tendered Notes, without prejudice to the rights of the Company described under “—Procedures for Tendering” and “—Conditions of the Tender Offers” above and “—Withdrawal of Tenders” below, but subject to Rule 14e-1 under the Exchange Act, which requires that the Company pay the consideration offered or return the Notes tendered promptly after the termination or withdrawal of the applicable Tender Offer.

If any tendered Notes are not accepted for purchase for any reason pursuant to the terms and conditions of the Tender Offers, such Notes will be promptly credited to an account maintained at DTC or otherwise returned without cost to the tendering Holders.

The Company may transfer or assign, in whole or from time to time in part, to one or more of its affiliates or any third party the right to purchase any or all of the Notes tendered pursuant to the Tender Offers, but any such transfer or assignment will not relieve the Company of its obligations under the Tender Offers and will in no way prejudice the rights of tendering Holders to receive payment for Notes validly tendered and accepted for purchase pursuant to the Tender Offers.

Tendering Holders of Notes purchased in the Tender Offers will not be obligated to pay brokerage commissions or fees to the Dealer Managers, the Tender and Information Agent, or the Company or to pay transfer taxes with respect to the purchase of their Notes. Holders should check with their brokers to determine if they will assess a fee (such fees, if any, will be payable by the Holders). The Company will pay all other charges and expenses in connection with the Tender Offers. See “Dealer Managers and Tender and Information Agent.”

Withdrawal of Tenders

Tenders of Notes made prior to or at the applicable Withdrawal Deadline may be validly withdrawn at any time prior to or at the applicable Withdrawal Deadline, but not thereafter. Notes tendered at or after the applicable Withdrawal Deadline may not be withdrawn at any time, unless the Company amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law, in the case of any amendment or waiver of conditions with respect to any Tender Offer. However, the Company, in its sole discretion, may extend a Withdrawal Deadline for any purpose.

Notes withdrawn prior to or at the applicable Withdrawal Deadline may be tendered again prior to or at the Early Tender Date or the Expiration Date, as applicable, in accordance with the procedures set forth in this Offer to Purchase. Subject to applicable law, the Company may increase or decrease the Aggregate Cap and/or either of the Maximum Amounts without extending or reinstating withdrawal rights.

For a withdrawal of a tender of Notes to be effective, the Tender and Information Agent must receive a written or facsimile transmission notice of withdrawal or a properly transmitted “request message” through ATOP prior to or at the applicable Withdrawal Deadline. Any such notice of withdrawal must (a) specify the name of the participant in the book-entry transfer facility whose name appears on the security position listing as the owner of such Notes, (b) contain the description of the Notes to be withdrawn and the aggregate principal amount represented by such Notes and (c) specify the name and number of the account at the book-entry transfer facility to be credited with withdrawn Notes.

A withdrawal of Notes may only be accomplished if done so prior to or at the applicable Withdrawal Deadline and in accordance with the foregoing procedures.

Holders of Notes tendered after the applicable Early Tender Date but prior to or at the applicable Expiration Date will not be eligible to receive the applicable Total Consideration; rather, if their Notes are validly tendered and accepted for purchase, Holders of Notes tendered after the applicable Early Tender Date will be eligible to receive the applicable Late Tender Offer Consideration.

Withdrawal Rights and the Maximum Amounts

Subject to applicable law, the Company may increase or decrease the Aggregate Cap and/or either of the Maximum Amounts in its sole discretion and is not required to extend the Withdrawal Deadline or reinstate withdrawal rights in connection with any such increase or decrease. Increasing the Aggregate Cap or the Maximum Amount for a Tender Offer will increase the amount of Notes that may be accepted for purchase by the Company in such Tender Offer, subject to the Acceptance Priority Levels and proration, if applicable. If Holders tender more Notes in a Tender Offer than they expect to be accepted for purchase based on the Aggregate Cap and/or the applicable Maximum Amount or otherwise, and the Company subsequently increases the Aggregate Cap and/or such Maximum Amount on or after the applicable Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes. **Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.**

The Company will not be able to definitively determine whether any Tender Offer is oversubscribed or what the effects of the Acceptance Priority Levels or proration may be with respect to the Notes until after the Early Tender Date or the Expiration Date have passed, as applicable. Therefore, you will not be able to withdraw tenders of your Notes at the time the Company establishes the amount of Notes to be purchased pursuant to the Tender Offers.

Other

The Company will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal of a tender, which determination shall be final and binding. None of the Company, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defect or irregularity in any notice of withdrawal of a tender or incur any liability for failure to give any such notification.

The Notes issued by the Company are obligations of the Company and are governed by the applicable indenture under which the Notes were issued, as amended or supplemented to date. There are no appraisal or other similar statutory rights available to Holders in connection with the Tender Offers.

MARKET AND TRADING INFORMATION

The Notes are neither listed on any national or regional securities exchange nor reported on a national quotation system. To the extent that the Notes are traded, prices and trading volumes of the Notes can be difficult to monitor. Quotations for securities that are not widely traded, such as the Notes, may differ from actual trading prices and should be viewed as approximations. Holders are urged to obtain current information with respect to market prices for the Notes.

CERTAIN SIGNIFICANT CONSIDERATIONS FOR HOLDERS

In deciding whether to participate in any of the Tender Offers, each Holder should consider carefully, in addition to the information contained in and incorporated by reference in this Offer to Purchase, the following considerations:

Limited Trading Market

Historically, the trading market for the Notes has been limited. To the extent that Notes are tendered and accepted in the Tender Offers, the trading market for such Notes will likely become further limited. A bid for a debt security with a smaller outstanding principal amount available for trading or “float,” may be lower than a bid for a comparable debt security with a greater float. Therefore, the market price for and liquidity of Notes not purchased in the Tender Offers may be affected adversely to the extent that the aggregate principal amount of Notes purchased pursuant to the Tender Offers reduces the float of any particular series. The reduced float may also tend to make the trading price of the Notes more volatile.

Holders of unpurchased Notes may attempt to obtain quotations for their Notes from their brokers. However, there can be no assurance that an active trading market will exist for the Notes following consummation of the Tender Offers. The extent of the public market for the Notes following consummation of the Tender Offers will depend upon a number of factors, including the size of the float, the number of Holders remaining at such time, and the interest in maintaining a market in the Notes on the part of securities firms.

The Amount of Notes That Will Be Accepted for Purchase is Uncertain

Notes tendered prior to or at the Withdrawal Deadline may be validly withdrawn at any time prior to or at such Withdrawal Deadline. Notes tendered after the Withdrawal Deadline may not be withdrawn at any time, unless the Company amends the applicable Tender Offer, in which case withdrawal rights may be extended as the Company determines, to the extent required by law, appropriate to allow tendering Holders a reasonable opportunity to respond to such amendment. The Company does not intend to extend the Withdrawal Deadline or reinstate withdrawal rights, subject to applicable law, in the case of any amendment or waiver of conditions with respect to any Tender Offer. The amount of each series of Notes accepted for purchase in each Tender Offer will depend on several factors, including without limitation (i) the aggregate principal amount of such series of Notes that are tendered, (ii) the Acceptance Priority Levels and (iii) subject to applicable law, the right of the Company to increase or decrease the Aggregate Cap and/or the related Maximum Amount in its sole discretion without extending the Withdrawal Deadline or reinstating withdrawal rights.

Consequently, the amount of each series of Notes purchased in a Tender Offer will not be known until after the Early Tender Date or the Expiration Date and may be subject to proration as described herein. If Holders tender more Notes in a Tender Offer than they expect to be accepted for purchase based on the Aggregate Cap and/or the applicable Maximum Amount or otherwise, and the Company subsequently increases the Aggregate Cap and/or such Maximum Amount on or after the applicable Withdrawal Deadline, such Holders will not be able to withdraw any of their previously tendered Notes. Accordingly, Holders should not tender any Notes that they do not wish to be accepted for purchase.

Early Tender Payment and Priority of Acceptance for Notes Tendered Prior to or At the Early Tender Date

You must validly tender your Notes prior to or at the Early Tender Date in order to be eligible to receive the applicable Total Consideration, which includes the Early Tender Payment. If you validly tender your Notes after the applicable Early Tender Date but prior to or at the applicable Expiration Date, you will only be eligible to receive the applicable Late Tender Offer Consideration, which does not include the Early Tender Payment.

If any Notes are purchased in a Tender Offer, Notes validly tendered prior to or at the Early Tender Date will be accepted for purchase in priority to other Notes validly tendered after the Early Tender Date, regardless of the Acceptance Priority Level. Accordingly, if the Company elects to purchase Notes on the Early Settlement Date and it purchases on such date an aggregate principal amount of Notes that is equal to the Aggregate Cap and/or the Maximum Amount for such Tender Offer, then no Notes tendered after the Early Tender Date will be accepted for purchase unless the Aggregate Cap and/or such Maximum Amount is increased by the Company, in its sole

discretion, subject to the Acceptance Priority Levels and proration, if applicable. There can be no assurance that the Company will increase the Aggregate Cap or either of the Maximum Amounts.

Treatment of Notes Not Tendered in the Tender Offers

Notes not tendered and purchased in the Tender Offers will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the applicable indenture, will remain unchanged. No amendments to these documents are being sought.

The Company may also seek to redeem or repay any of the Notes not validly tendered and purchased in the Tender Offers or any of its other outstanding indebtedness.

OTHER PURCHASES OF NOTES

Future Purchases of Notes

Following consummation or termination of the Tender Offers, the Company and its affiliates reserve the right to acquire the Notes from time to time otherwise than pursuant to the Tender Offers through open market purchases, privately negotiated transactions, one or more additional tender or exchange offers or otherwise, on pricing terms that may or may not be equal to the Total Consideration or Late Tender Offer Consideration, as applicable, plus Accrued Interest, or to exercise any of the Company's rights (including redemption rights) under the applicable indenture, which could occur as soon as the Early Tender Date. There can be no assurance as to which, if any, of these alternatives or combination thereof that the Company or its affiliates will choose to pursue in the future.

CERTAIN TAX CONSIDERATIONS

Certain U.S. Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax consequences of the Tender Offers that may be relevant to a beneficial owner of a Note that is, for U.S. federal income tax purposes, a (i) an individual who is a citizen or resident of the United States; (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States, any state thereof, or the District of Columbia; (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (iv) a trust if (a) the administration of the trust is subject to the primary supervision of a court within the United States and one or more United States persons (as defined under the Code) have the authority to control all substantial decisions of the trust or (b) the trust has made a valid election under applicable U.S. Treasury Regulations (“**Treasury Regulations**”) to be taxed as a U.S. person. Any such person or entity is referred to as a “**U.S. Holder**.” This summary also addresses certain U.S. federal income tax consequences of the Tender Offers that may be relevant to a beneficial owner of a Note that is neither a U.S. Holder nor a partnership for U.S. federal income tax purposes. Any such person or entity is referred to as a “**Non-U.S. Holder**”, and the term “**Holder**” means a U.S. Holder or a Non-U.S. Holder.

This summary does not address all tax considerations that may be important to a particular Holder in light of the Holder’s circumstances, or to certain categories of investors that may be subject to special tax rules, such as dealers or traders in securities or currencies, banks or other financial institutions, insurance companies, tax-exempt organizations, real estate investment trusts, regulated investment companies, partnerships and other pass-through entities (or investors therein), certain former citizens or long-term residents of the United States, persons holding Notes as a position in a wash sale, “straddle” or conversion transaction, or as part of a “synthetic security” or other integrated financial transaction, persons who are accrual method taxpayers that are required to include certain amounts in gross income no later than the date such amounts are included in an applicable financial statement, corporations that accumulate earnings to avoid U.S. federal income tax, “controlled foreign corporations,” U.S. Holders that hold Notes through a non-U.S. broker or other non-U.S. intermediary, persons subject to alternative minimum tax or U.S. Holders that have a functional currency other than the U.S. dollar. In addition, this summary does not address Co-Issued Notes (as defined below) that were initially acquired by holders (regardless of whether such holder is the current holder of the Co-Issued Notes or was a prior holder) that did not receive the early tender premium in connection with the exchange offer pursuant to which the Co-Issued Notes were initially issued. This summary assumes the Notes are held as “capital assets” within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

If a partnership (or any other entity or arrangement that is treated as a partnership for U.S. federal income tax purposes) holds Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Any such partner or partnership should consult its own tax advisor as to the tax consequences of the Tender Offers.

This summary is based on the Code, existing and proposed Treasury Regulations, administrative pronouncements and judicial decisions, each as of the date hereof. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations that could affect the tax consequences described herein.

This summary is for general purposes only. This summary is not intended to be, and should not be construed to be, legal or tax advice to any particular Holder. No ruling from the Internal Revenue Service (the “**IRS**”) has been sought with respect to the statements made and the conclusions reached in this discussion, and there can be no assurance that the IRS will agree with such statements and conclusions. In addition, this discussion addresses only U.S. federal income tax consequences and does not describe any tax consequences arising out of any other U.S. federal tax laws (such as the U.S. federal estate and gift tax laws or the Medicare tax on net investment income), the laws of any state, local or foreign jurisdiction, or any tax treaty. Accordingly, each Holder should consult its own tax advisor with regard to the Tender Offers and the application of U.S. federal income and other tax laws, as well as the laws of any state, local or foreign taxing jurisdictions, or any tax treaty, to its particular situation.

Characterization of the Notes

Although Newmont and Newcrest Finance Pty Limited (“**Newcrest**”) are co-issuers of the 3.250% notes due 2030 and the 5.750% notes due 2041 (such Notes, the “**Co-Issued Notes**”, and all other Notes, the “**Newmont Notes**”), we believe, and the following discussion assumes, that Newcrest is treated as the sole obligor and issuer for U.S. federal income tax purposes with respect to the Co-Issued Notes and, thus, that any actual or deemed interest payments on the Co-Issued Notes should be treated as foreign source income for U.S. federal income tax purposes. Newmont is the sole obligor and issuer for U.S. federal income tax purposes with respect to the Newmont Notes and, thus, any actual or deemed interest payments on the Newmont Notes will be treated as U.S. source income for U.S. federal income tax purposes.

Although we intend to treat the Co-Issued Notes as discussed above for U.S. federal income tax purposes, and the remainder of this discussion assumes such treatment (except where expressly discussed otherwise), the source of the interest income received by a Holder with respect to the Co-Issued Notes is unclear because the Co-Issued Notes are co-obligations of U.S. and non-U.S. co-issuers, and there can be no assurance that the IRS or a court will agree with such treatment. Holders are urged to consult their own tax advisors regarding the characterization of the Co-Issued Notes and the sourcing of any actual or deemed interest payments on the Co-Issued Notes for U.S. federal income tax purposes.

In addition, in connection with the exchange offer pursuant to which the Co-Issued Notes were initially issued, we have treated (and intend to continue to treat) the exchange of notes for the Co-Issued Notes pursuant to that exchange offer as not constituting a “significant modification” of the original notes for U.S. federal income tax purposes. We therefore also have treated (and intend to continue to treat) the Co-Issued Notes as having an issue date for U.S. federal income tax purposes that is determined by reference to the issue date of the notes that were originally exchanged therefor. The following discussion assumes such treatment. Holders are urged to consult their own tax advisors regarding the foregoing.

U.S. Holders

Tendering U.S. Holders

Tender Offers

Sales of Notes pursuant to the Tender Offers by U.S. Holders will be taxable transactions for U.S. federal income tax purposes. Subject to the discussions set forth below regarding the market discount rules and the Early Tender Payment, a U.S. Holder selling Notes pursuant to the Tender Offers will recognize capital gain or loss in an amount equal to the difference between the amount of cash received for the Notes (other than amounts received attributable to accrued and unpaid interest, which will be taxable as ordinary income to the extent not previously included in income and should be sourced in the manner described above under “Characterization of the Notes”) and the U.S. Holder’s adjusted tax basis in the Notes. A U.S. Holder’s adjusted tax basis in a Note generally will equal the U.S. Holder’s initial tax basis in the Note (which, in the case of the Co-Issued Notes acquired in connection with the exchange offer pursuant to which the Co-Issued Notes were initially issued, may be determined by reference to the adjusted tax basis of the notes exchanged therefor), increased, if applicable, by the amount of any market discount previously taken into account by the U.S. Holder and reduced, if applicable, by the amount of any amortizable bond premium previously amortized by the U.S. Holder and the amount of any payment previously received (or deemed received) with respect to the Note other than a payment of interest. Amortizable bond premium generally is the excess of a U.S. Holder’s tax basis in a Note immediately after its acquisition over the principal amount of such Note, subject to certain rules relating to the effect of the redemption provisions of such Note. Any gain or loss recognized by a U.S. Holder on the sale of Notes pursuant to the Tender Offers will be long-term capital gain or loss if the U.S. Holder’s holding period for the Notes on the date of sale was more than one year. Long-term capital gains recognized by individuals and certain other non-corporate U.S. Holders generally are eligible for reduced rates of taxation. The deductibility of capital loss is subject to limitations. Any capital gain or loss recognized by a U.S. Holder on the sale of Notes pursuant to the Tender Offers generally will be treated as U.S. source gain or loss, as applicable, for U.S. foreign tax credit purposes.

Market Discount

An exception to the capital gain treatment described above may apply to a U.S. Holder who purchased or acquired the Notes with “market discount.” Subject to a statutory *de minimis* exception, the Notes have market discount if they were purchased after their initial issuance (or, in the case of the Co-Issued Notes acquired in connection with the exchange offer pursuant to which the Co-Issued Notes were initially issued, the notes exchanged therefor were purchased after their initial issuance) at an amount less than their stated principal amount. In general, unless the U.S. Holder has elected to include market discount in income currently as it accrues, any gain recognized by a U.S. Holder on the tender of Notes having market discount (in excess of a *de minimis* amount) will be treated as ordinary income to the extent of the lesser of (i) the gain recognized or (ii) the portion of the market discount that has accrued (on a straight-line basis or, at the election of the U.S. Holder, on a constant-yield basis) but has not yet been taken into income while such Notes were held by the U.S. Holder. Gain in excess of such accrued market discount will be subject to the capital gains rules described above. For U.S. foreign tax credit purposes, any amount treated as ordinary income pursuant to the market discount rules generally will be treated as U.S. source income for the Newmont Notes and should be treated as foreign source income for the Co-Issued Notes.

Early Tender Payment

The U.S. federal income tax treatment of the Early Tender Payment is unclear. Newmont intends to treat the Early Tender Payment as part of the cash consideration for the Notes, and this disclosure assumes such treatment. Under such treatment, the Early Tender Payment would therefore be treated as sales proceeds, as discussed above under “—Tendering U.S. Holders—Tender Offers.” The IRS may take the position, however, that the Early Tender Payment should be treated as a separate fee or interest that would be subject to tax as ordinary income rather than as additional consideration for the Notes. If the Early Tender Payment were treated as ordinary income, a U.S. Holder who received the Early Tender Payment and recognized a capital loss on the tender of the Notes may not be able to offset such ordinary income by such loss. U.S. Holders should consult their tax advisors as to the proper treatment of the Early Tender Payment.

Non-Tendering U.S. Holders

There should be no U.S. federal income tax consequences to a non-tendering U.S. Holder or to a tendering U.S. Holder whose Notes are not accepted for purchase.

Non-U.S. Holders

Tendering Non-U.S. Holders

Tender Offers

Subject to the discussion above under “Characterization of the Notes” and the discussions below under “—Tendering Non-U.S. Holders—Early Tender Payment,” “—Tendering Non-U.S. Holders—FATCA Withholding” and “Information Reporting and Backup Withholding”:

- (1) a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized on the sale of a Note pursuant to the Tender Offers, unless (i) such gain is effectively connected with the conduct of a trade or business in the United States by such Non-U.S. Holder (and, if an applicable income tax treaty so provides, is attributable to a permanent establishment or fixed base maintained in the United States), in which event such gain generally will be subject to U.S. federal income tax in the manner described below, or (ii) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more during the taxable year of such sale and certain other conditions are met, in which event such gain (net of certain U.S. source losses) generally will be subject to U.S. federal income tax at a rate of 30% (except as provided by an applicable tax treaty); and
- (2) amounts paid to a Non-U.S. Holder pursuant to the Tender Offers, if any, treated as accrued interest generally will not be subject to U.S. federal income or withholding tax, *provided* that, with respect to the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes), (i) such amounts are not effectively connected with the conduct of a trade or business in the United States by such Non-

U.S. Holder (or, if an applicable income tax treaty so provides, are not attributable to a permanent establishment or fixed base maintained in the United States), (ii) such Non-U.S. Holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of Newmont's stock entitled to vote, (iii) such Non-U.S. Holder is not a controlled foreign corporation that is related to Newmont through stock ownership, (iv) such Non-U.S. Holder is not a bank whose receipt of such amounts is described in Section 881(c)(3)(A) of the Code and (v) certain certification requirements described below are satisfied.

The certification requirements referred to in clause (2)(v) above generally will be satisfied if the Non-U.S. Holder provides the applicable withholding agent with a statement (generally on IRS Form W-8BEN or W-8BEN-E) signed under penalties of perjury, stating, among other things, that such Non-U.S. Holder is not a U.S. person. Treasury Regulations provide additional rules for a Note held through one or more intermediaries or pass-through entities.

If the requirements set forth in clause (2) above are not satisfied with respect to a Non-U.S. Holder, amounts treated as accrued interest that is attributable to the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes) will be subject to U.S. federal withholding tax at a rate of 30%, unless another exemption or treaty reduction applies.

If a Non-U.S. Holder is engaged in the conduct of a trade or business in the United States, and if amounts treated as accrued interest or gain recognized on the sale of a Note pursuant to the Tender Offers is effectively connected with such trade or business (and, if an applicable income tax treaty so provides, is attributable to a permanent establishment or fixed base maintained in the United States), such Non-U.S. Holder generally will not be subject to U.S. federal withholding tax on such interest or gain; *provided* that, in the case of such amounts treated as accrued interest attributable to the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes), such Non-U.S. Holder provides the appropriate documentation (generally, IRS Form W-8ECI) to the applicable withholding agent. Instead, such Non-U.S. Holder generally will be subject to U.S. federal income tax on such interest or gain in substantially the same manner as a tendering U.S. Holder (except as provided by an applicable tax treaty). In addition, a Non-U.S. Holder that is treated as a corporation for U.S. federal income tax purposes may be subject to a branch profits tax at a rate of 30% (or a lower rate if provided by an applicable tax treaty) on its effectively connected earnings and profits for the taxable year, subject to certain adjustments.

Notwithstanding our intention to treat payments attributable to accrued interest with respect to the Co-Issued Notes as foreign source income for U.S. federal withholding tax purposes, it is possible that withholding agents may treat such income as U.S. source income and withhold U.S. federal withholding tax, including under FATCA (as defined below), if a Non-U.S. Holder does not establish that the Non-U.S. Holder qualifies for an exemption from U.S. federal withholding tax and FATCA withholding (as discussed below). As a result, a Non-U.S. Holder who tenders Co-Issued Notes should be aware that a withholding agent may require the Non-U.S. Holder to provide an applicable IRS Form W-8 in order for the Non-U.S. Holder to establish an exemption from U.S. federal withholding tax and FATCA withholding.

Early Tender Payment

The U.S. federal income tax treatment of the Early Tender Payment is unclear. As discussed above under the heading "U.S. Holders—Tendering U.S. Holders—Early Tender Payment", payment of the Early Tender Payment to a Non-U.S. Holder with respect to a Note may be treated as (i) additional consideration for such Note, (ii) a separate fee, or (iii) interest on such Note. Newmont intends to treat the Early Tender Payment as additional consideration for such Note. However, in light of the uncertainty regarding the U.S. federal income tax treatment of the Early Tender Payment, the applicable withholding agent may treat any Early Tender Payment on the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes) as subject to U.S. federal withholding tax at a rate of 30%.

Each Non-U.S. Holder should consult its own tax advisor regarding the application of U.S. federal income and withholding tax to the Early Tender Payment, including such Non-U.S. Holder's eligibility for a withholding exemption or reduction and the availability of any refund of U.S. federal tax withheld.

FATCA Withholding

Subject to the discussion above under “Characterization of the Notes,” under the U.S. tax rules known as the Foreign Account Tax Compliance Act (“**FATCA**”), a Non-U.S. Holder will generally be subject to 30% U.S. withholding on payments attributable to accrued interest on the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes) and may be subject to 30% U.S. withholding on any Early Tender Payment on the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes) to the extent the Early Tender Payment is treated as a separate fee or as a payment of interest, if the Non-U.S. Holder or any intermediary through which the Non-U.S. Holder holds the applicable Notes is (i) a “foreign financial institution” (as defined in the Code) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) compliance (or deemed compliance) with FATCA (which may alternatively be in the form of compliance with an intergovernmental agreement with the United States) in a manner that avoids withholding, or (ii) a “non-financial foreign entity” (as defined in the Code) that does not provide sufficient documentation, typically on IRS Form W-8BEN-E, evidencing either (x) an exemption from FATCA, or (y) adequate information regarding the “substantial United States owners” of such entity (if any). Notwithstanding the foregoing, FATCA withholding generally does not apply to any debt obligation issued before, and which debt obligation is not the subject of a significant modification on or after, July 1, 2014. Accordingly, FATCA withholding generally should not apply with respect to payments made on the 5.875% senior notes due 2035, the 6.250% senior notes due 2039, and the 4.875% senior notes due 2042, each of which were issued by Newmont, and the 5.750% notes due 2041, which were co-issued by Newmont and Newcrest. If a payment is both subject to withholding under FATCA and subject to the withholding tax discussed above under “—Tendering Non-U.S. Holders—Tender Offers” or “—Tendering Non-U.S. Holders—Early Tender Payment,” the withholding under FATCA may be credited against, and therefore reduce, such other withholding tax. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this paragraph. Each Non-U.S. Holder should consult its own tax advisor regarding these rules, certification of exemption from FATCA withholding and whether FATCA may be relevant to the Tender Offers given such Non-U.S. Holder’s circumstances.

Non-Tendering Non-U.S. Holders

There should be no U.S. federal income tax consequences to a non-tendering Non-U.S. Holder or to a tendering Non-U.S. Holder whose Notes are not accepted for purchase.

Information Reporting and Backup Withholding

Information reporting and backup withholding requirements may apply to payments of the Total Consideration or Late Tender Offer Consideration, as applicable, and Accrued Interest to certain Holders of Notes. The payor generally will be required to backup withhold on any such payments made within the United States, or by a U.S. payor or U.S. middleman, to a Holder, other than an exempt recipient, if the Holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with, or establish an exemption from, the backup withholding requirements. A Non-U.S. Holder generally will eliminate the requirement for backup withholding and information reporting (except as described below) by providing certification of its foreign status, under penalties of perjury, on a duly executed applicable IRS Form W-8 or by otherwise establishing an exemption. However, information reporting on IRS Form 1042-S may still apply to a Non-U.S. Holder with respect to payments attributable to Accrued Interest on the Newmont Notes (and, to the extent that Newmont is treated as an obligor on the Co-Issued Notes for U.S. federal income tax purposes, the Co-Issued Notes). Backup withholding is not an additional tax. Any amounts withheld under these rules will be allowed as a credit against a Holder’s U.S. federal income tax liability and may entitle the Holder to a refund, provided that the required information is timely furnished to the IRS.

THE FOREGOING DISCUSSION OF U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. ACCORDINGLY, EACH HOLDER OF NOTES SHOULD CONSULT ITS TAX ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES OF TENDERING NOTES AND RECEIVING THE TOTAL CONSIDERATION OR LATE TENDER OFFER CONSIDERATION, AS APPLICABLE, AND ANY ACCRUED INTEREST, OR OF NOT TENDERING

ITS NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL AND FOREIGN TAX LAWS.

Certain Australian Tax Considerations For Notes Co-Issued By Newcrest Finance Pty Limited

The information contained in this summary is of a general nature only. It does not constitute tax advice and should not be relied upon as such. All Holders of Notes should seek independent advice on the Australian tax implications of accepting the Offer to Purchase in their particular circumstances.

This summary is based on the provisions of the Income Tax Assessment Act 1936 and the Income Tax Assessment Act 1997 (collectively the “Australian Tax Act”) and the practice of the Australian Taxation Office as at the date of the Offer to Purchase.

This summary only deals with the Australian tax consequences in relation to Holders of those Notes that are co-issued by Newcrest Finance Pty Limited, being the 3.250% notes due 2030 and the 5.75% notes due 2041 (together, the “Co-Issued Notes”). The summary only deals with Holders of Co-Issued Notes who accept the Offer to Purchase and:

- are non-residents for Australian tax purposes;
- do not carry on business at or through a permanent establishment in Australia and have never held the Co-Issued Notes, at any time, in carrying on a business at or through a permanent establishment in Australia; and
- hold the Co-Issued Notes on their own behalf (i.e., are not a custodian).

This summary is not exhaustive and, in particular, does not deal with the position of certain classes of Holders of Co-Issued Notes (including Holders that are Australian residents for tax purposes, non-residents that acquire or hold Co-Issued Notes in carrying on business at or through a permanent establishment in Australia or dealers in securities).

Interest Withholding Tax

Under Australian tax law, payments of interest (including amounts in the nature of interest or which could reasonably be regarded as having been converted into a form that is in substitution for interest, or which otherwise meets the definition of “interest” or is deemed to be “interest” for Australian interest withholding tax purposes) on the Co-Issued Notes to non-residents of Australia will ordinarily be subject to interest withholding tax at the rate of 10% on the gross amount of interest paid.

An exemption from Australian interest withholding tax can apply to payments of interest if both (i) the Co-Issued Notes were originally issued/offered for sale in compliance with the “public offer test” in section 128F of the Australian Tax Act and (ii) the interest is paid in compliance with section 128F (including that the interest is not paid to an “associate” as defined in section 128F(9) of the Australian Tax Act).

It was intended that the Co-Issued Notes under the Offer to Purchase were issued in a manner that satisfied the requirements of section 128F. On the basis that the Co-Issued Notes were issued in compliance with section 128F and the accrued interest paid as part of the Offer to Purchase is paid in compliance with section 128F (including that the Holder is not an “associate” as defined in section 128F(9) of the Australian Tax Act) then the interest paid to the Holder should not be subject to interest withholding tax in Australia. The receipt of an amount in respect of interest on the Co-Issued Notes will not otherwise be subject to Australian income tax.

Gain on Disposal

Interest

A gain realized by a Holder on the disposal of the Co-Issued Notes may also be exempt from Australian income tax if it is “interest” or deemed to be “interest” for Australian interest withholding tax purposes and the other considerations above apply (i.e., that the Co-Issued Notes were issued in a manner that satisfied the requirements of

section 128F and the relevant amount is paid to the Holder in compliance with section 128F (including that the Holder is not an “associate” as defined in section 128F(9) of the Australian Tax Act)). This would be the case to the extent the gain is referable to original issue discount and, to the extent that the gain is referable to a payment other than original issue discount, if the Co-Issued Notes are “qualifying securities” as defined for Australian interest withholding tax purposes (as modified).

The remainder of this Australian tax disclosure assumes that the Co-Issued Notes are not “qualifying securities” and that the gain on disposal of the Co-Issued Notes is not “interest” or deemed to be “interest” for Australian interest withholding tax purposes.

Treatment of Gains on Disposal

A Holder who is a non-resident of Australia and who does not hold the Co-Issued Notes in the course of carrying on business at or through a permanent establishment in Australia should not be subject to Australian income tax on gains realized on the disposal of Co-Issued Notes, provided that such gains do not have an Australian source. Furthermore, even if the gain does have an Australian source, a Holder should not be subject to Australian income tax where they are resident in a country which has a double tax treaty with Australia and they are entitled to the benefits of the relevant double tax treaty in connection with that gain.

U.S. Resident Holders Who Are Entitled to Treaty Benefits

Any gain realized on disposal of Co-Issued Notes by U.S. resident Holders that are entitled to the benefits of the double tax treaty between Australia and the United States should not be subject to tax in Australia provided that they do not hold the Co-Issued Notes in carrying on business at or through a permanent establishment in Australia.

Other Non-Resident Holders Who Are Entitled to Treaty Benefits

Any gain realized on disposal of Co-Issued Notes by other non-resident Holders that are entitled to the benefit of a double tax treaty between Australia and the country in which they are resident should generally not be subject to tax in Australia provided that they do not hold the Co-Issued Notes in carrying on business at or through a permanent establishment in Australia.

Other Non-Resident Holders

If a non-resident Holder of the Co-Issued Notes is not entitled to the benefits of a double tax treaty between Australia and the country in which it is resident, then the Holder should only be subject to tax in Australia on any gain realized on disposal of the Co-Issued Notes if the gain has an Australian source. Whether a profit or gain realized on disposal of the Co-Issued Notes has an Australian source is a question of fact that will be determined based on all relevant circumstances existing at the time of the disposal. Factors to be taken into account in determining this in the context of the Offer to Purchase will include the residence of the issuer / co-issuers, the manner in which the Holder disposes of the Co-Issued Notes (for instance, through DTC) and other individual factors relevant to the particular Holder. If relevant, Holders should seek their own advice having regard to their individual circumstances.

THE SUMMARY OF AUSTRALIAN TAX CONSEQUENCES SET OUT ABOVE IS FOR GENERAL INFORMATION ONLY. ALL HOLDERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF PARTICIPATING IN THE OFFER TO PURCHASE, INCLUDING THE APPLICABILITY AND EFFECT OF NON-AUSTRALIAN TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

DEALER MANAGERS AND TENDER AND INFORMATION AGENT

The Company has retained BMO Capital Markets Corp., Goldman Sachs & Co. LLC and J.P. Morgan Securities LLC, as Dealer Managers, and D.F. King & Co., Inc., as the Tender and Information Agent, in connection with the Tender Offers. The Company has agreed to pay the Dealer Managers and the Tender and Information Agent customary fees for their services in connection with the Tender Offers. The Company has also agreed to reimburse the Dealer Managers and the Tender and Information Agent for certain of their out-of-pocket expenses and to indemnify the Dealer Managers and the Tender and Information Agent against certain liabilities, including liabilities under the federal securities laws.

The Dealer Managers and/or their respective affiliates, in the ordinary course of business, make markets in securities of the Company, including the Notes. As a result, from time to time, the Dealer Managers and/or their respective affiliates may own certain of the securities of the Company, including the Notes. To the extent that the Dealer Managers or their affiliates own or acquire Notes during the Tender Offers, they may tender such Notes pursuant to the terms of the Tender Offers. In the ordinary course of business, the Dealer Managers and their respective affiliates have in the past provided, currently provide, and may in the future from time to time provide, investment banking and general financing and commercial banking services to the Company and certain of its affiliates, including the provision of credit facilities, and/or the performance of financial advisory services for the Company and its affiliates, for which they received, or will receive, customary fees and expenses. The Dealer Managers have acted as underwriters of the Company's past debt securities offerings and may do so in the future. The Dealer Managers are not obligated to make a market in the Notes.

None of the Dealer Managers or the Tender and Information Agent assumes any responsibility for the accuracy or completeness of the information concerning the Company or the Notes contained or referred to in this Offer to Purchase or in the documents incorporated by reference herein or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

NONE OF THE COMPANY OR ITS AFFILIATES, THEIR RESPECTIVE BOARDS OF DIRECTORS, THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT OR THE TRUSTEES WITH RESPECT TO ANY SERIES OF NOTES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO ANY OF THE TENDER OFFERS, AND NEITHER THE COMPANY NOR ANY SUCH OTHER PERSON HAS AUTHORIZED ANY PERSON TO MAKE ANY SUCH RECOMMENDATION. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES AND, IF SO, THE AGGREGATE PRINCIPAL AMOUNT OF NOTES TO TENDER.

In connection with the Tender Offers, the Company's officers and regular employees (who will not be specifically compensated for such services) may solicit tenders personally by use of email or by telephone. The Company will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the Holders and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Company is not aware of any jurisdiction in which the making of the Tender Offers is not in compliance with the laws of such jurisdiction. If the Company becomes aware of any jurisdiction where the making of the Tender Offers would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws. If, after such good faith effort, the Company cannot comply with any such applicable laws, the Tender Offers will not be made to the Holders of Notes residing in such jurisdiction.

No person has been authorized to give any information or make any representations on the Company's behalf that is not contained in this Offer to Purchase, and, if given or made, that information or representation should not be relied upon as having been authorized.

Schedule A

Formula for Determining Total Consideration and Accrued Interest

YLD	=	The Repurchase Yield expressed as a decimal number.
CF _i	=	The aggregate amount per \$1,000 principal amount scheduled to be paid on the Notes on the “i-th” out of the N remaining interest payment dates for the Notes, assuming for this purpose that the Notes are redeemed on the par call date or paid down on the maturity date, as applicable.* Scheduled payments include interest and, on the par call date or maturity date, principal.
N	=	For all series of Notes, the number of remaining interest payment dates for the Notes from, but excluding, the date of payment of the Total Consideration to and including their maturity date or the par call date, as applicable.* When “N” is based on the par call date, N need not be a whole number.
S	=	The number of days from and including the last interest payment date for the Notes to but excluding the Final Settlement Date (or Early Settlement Date, if applicable). The number of days is computed using the 30/360 day-count method in accordance with market convention.
/	=	Divide. The term immediately to the left of the division symbol is divided by the term immediately to the right of the division symbol before any other addition or subtraction operations are performed.
exp	=	Exponentiate. The term to the left of “exp” is raised to the power indicated by the term to the right of “exp.”
$\sum_{i=1}^N$	=	Summate. The term in the brackets to the right of the summation symbol is separately calculated “N” times (substituting for “i” in that term each whole number between 1 and N, inclusive), and the separate calculations are then added together.
Accrued Interest	=	Accrued and unpaid interest per \$1,000 principal amount of the Notes from and including the last interest payment date for the Notes to, but excluding, the Final Settlement Date (or Early Settlement Date, if applicable).
Total Consideration	=	The price per \$1,000 principal amount of a Note (excluding Accrued Interest). A tendering Holder will receive a total amount per \$1,000 principal amount (rounded to the nearest cent) equal to the Total Consideration plus Accrued Interest.
Formula for Total Consideration	=	$\sum_{i=1}^N \left[\frac{CF_i}{(1 + YLD/2)^{\exp(i - S/180)}} \right] - \text{Accrued Interest}$
Late Tender Offer Consideration		Total Consideration - Early Tender Payment

* If the Repurchase Yield as determined in accordance with this Offer to Purchase is less than the contractual annual rate of interest on a particular series of Notes, then the calculation will assume that the payments of such Notes are

through the par call date of such Notes; if the Repurchase Yield as determined in accordance with this Offer to Purchase is higher than or equal to the contractual annual rate of interest on a particular series of Notes, then the calculation will assume that the payments of such Notes are through the maturity date of such Notes.

Any questions regarding procedures for tendering Notes or requests for additional copies of this Offer to Purchase should be directed to the Tender and Information Agent.

The Tender and Information Agent for the Tender Offers is:

D.F. King & Co., Inc.

28 Liberty Street, 53rd Floor
New York, New York 10005

Banks and Brokers call: (212) 257-2639
All others call Toll-Free: (866) 342-4881
Email: Newmont@dfking.com

If a Holder has questions about any of the Tender Offers or the procedures for tendering Notes, the Holder should contact the Tender and Information Agent or the Dealer Managers at their respective telephone numbers.

Dealer Managers

BMO Capital Markets

Attn: Liability Management
151 West 42nd Street, 32nd Floor
New York, New York 10036
(833) 418-0762 (toll-free)
(212) 702-1840 (collect)
Email: LiabilityManagement@bmo.com

Goldman Sachs & Co. LLC

Attn: Liability Management Group
200 West Street
New York, New York 10282
(800) 828-3182 (toll-free)
(212) 934-0773 (collect)
Email: GS-LM-NYC@gs.com

J.P. Morgan Securities LLC

Attn: Liability Management Desk
383 Madison Avenue
New York, New York 10179
(866) 834-4666 (toll-free)
(212) 834-3554 (collect)