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

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**Form 10-Q**

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(Mark One)

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

For the Quarterly Period Ended March 31, 2014

or

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-31240



**NEWMONT MINING CORPORATION**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**84-1611629**  
(I.R.S. Employer  
Identification No.)

**6363 South Fiddler's Green Circle**  
**Greenwood Village, Colorado**  
(Address of Principal Executive Offices)

**80111**  
(Zip Code)

Registrant's telephone number, including area code (303) 863-7414

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12-b2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company.)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12-b2 of the Exchange Act).  Yes  No

There were 498,529,240 shares of common stock outstanding on April 16, 2014.

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**PART I—FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS.**

**NEWMONT MINING CORPORATION**  
**CONDENSED CONSOLIDATED STATEMENTS OF INCOME**  
(unaudited, in millions except per share)

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2014</b>	<b>2013</b>
Sales (Note 4)	\$ 1,764	\$ 2,188
Costs and expenses		
Costs applicable to sales <sup>(1)</sup> (Note 4)	1,083	1,057
Amortization (Note 4)	298	267
Reclamation and remediation (Note 5)	20	18
Exploration	34	59
Advanced projects, research and development	42	52
General and administrative	45	56
Other expense, net (Note 6)	52	100
	<u>1,574</u>	<u>1,609</u>
Other income (expense)		
Other income, net (Note 7)	46	26
Interest expense, net	(93)	(65)
	<u>(47)</u>	<u>(39)</u>
Income before income and mining tax and other items	143	540
Income and mining tax expense (Note 8)	(78)	(180)
Equity income (loss) of affiliates	—	(4)
Income from continuing operations	65	356
Income (loss) from discontinued operations (Note 9)	(17)	—
Net income	48	356
Net loss (income) attributable to noncontrolling interests (Note 10)	52	(42)
Net income attributable to Newmont stockholders	<u>\$ 100</u>	<u>\$ 314</u>
Net income (loss) attributable to Newmont stockholders:		
Continuing operations	\$ 117	\$ 314
Discontinued operations	(17)	—
	<u>\$ 100</u>	<u>\$ 314</u>
Income (loss) per common share (Note 11)		
Basic:		
Continuing operations	\$ 0.23	\$ 0.63
Discontinued operations	(0.03)	—
	<u>\$ 0.20</u>	<u>\$ 0.63</u>
Diluted:		
Continuing operations	\$ 0.23	\$ 0.63
Discontinued operations	(0.03)	—
	<u>\$ 0.20</u>	<u>\$ 0.63</u>
Cash dividends declared per common share	<u>\$ 0.150</u>	<u>\$ 0.425</u>

<sup>(1)</sup> Excludes *Amortization* and *Reclamation and remediation*.

The accompanying notes are an integral part of the condensed consolidated financial statements.

**NEWMONT MINING CORPORATION**

**STATEMENTS OF CONDENSED CONSOLIDATED COMPREHENSIVE INCOME (LOSS)**  
(unaudited, in millions)

	Three Months Ended March 31,	
	2014	2013
	(in millions)	
Net income	\$ 48	\$ 356
Other comprehensive income (loss):		
Unrealized gain(loss) on marketable securities, net of \$(1) and \$38 tax benefit (expense), respectively	(31)	(52)
Foreign currency translation adjustments	(5)	(12)
Change in pension and other post-retirement benefits, net of \$1 and \$3 tax expense, respectively	2	5
Change in fair value of cash flow hedge instruments, net of \$4 and \$15 tax benefit (expense), respectively		
Net change from periodic revaluations	9	21
Net amount reclassified to income	—	(24)
Net unrecognized (loss) gain on derivatives	9	(3)
Other comprehensive income (loss)	(25)	(62)
Comprehensive income	<u>\$ 23</u>	<u>\$ 294</u>
Comprehensive income attributable to:		
Newmont stockholders	\$ 77	\$ 253
Noncontrolling interests	(54)	41
	<u>\$ 23</u>	<u>\$ 294</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

**NEWMONT MINING CORPORATION**

**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited, in millions)

	Three Months Ended March 31,	
	2014	2013
Operating activities:		
Net income	\$ 48	\$ 356
Adjustments:		
Amortization	298	267
Stock based compensation and other non-cash benefits	13	19
Reclamation and remediation	20	18
Loss (income) from discontinued operations	17	—
Impairment of marketable securities	1	4
Deferred income taxes	35	(11)
Gain on asset and investment sales, net	(50)	(1)
Other operating adjustments and write-downs	151	74
Net change in operating assets and liabilities (Note 24)	(350)	(287)
Net cash provided from continuing operations	183	439
Net cash used in discontinued operations	(3)	(6)
Net cash provided from operations	180	433
Investing activities:		
Additions to property, plant and mine development	(235)	(510)
Acquisitions, net	(28)	(8)
Sale of marketable securities	25	1
Purchases of marketable securities	(1)	(1)
Proceeds from sale of other assets	70	25
Other	(9)	(14)
Net cash used in investing activities	(178)	(507)
Financing activities:		
Proceeds from debt, net	3	80
Proceeds from stock issuance, net	—	1
Sale of noncontrolling interests	—	32
Acquisition of noncontrolling interests	(2)	(6)
Dividends paid to common stockholders	(77)	(211)
Other	(4)	(1)
Net cash provided from (used in) financing activities	(80)	(105)
Effect of exchange rate changes on cash	(2)	(4)
Net change in cash and cash equivalents	(80)	(183)
Cash and cash equivalents at beginning of period	1,555	1,561
Cash and cash equivalents at end of period	<u>\$ 1,475</u>	<u>\$ 1,378</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

**NEWMONT MINING CORPORATION**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(unaudited, in millions)

	At March 31, 2014	At December 31, 2013
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,475	\$ 1,555
Trade receivables	206	230
Accounts receivable	319	252
Investments (Note 16)	83	78
Inventories (Note 17)	814	717
Stockpiles and ore on leach pads (Note 18)	760	805
Deferred income tax assets	239	246
Other current assets (Note 19)	<u>1,351</u>	<u>1,006</u>
Current assets	5,247	4,889
Property, plant and mine development, net	14,138	14,277
Investments (Note 16)	393	439
Stockpiles and ore on leach pads (Note 18)	2,723	2,680
Deferred income tax assets	1,416	1,473
Other long-term assets (Note 19)	<u>881</u>	<u>849</u>
Total assets	<u>\$ 24,798</u>	<u>\$ 24,607</u>
<b>LIABILITIES</b>		
Debt (Note 20)	\$ 615	\$ 595
Accounts payable	463	478
Employee-related benefits	247	341
Income and mining taxes	27	13
Other current liabilities (Note 21)	<u>1,532</u>	<u>1,313</u>
Current liabilities	2,884	2,740
Debt (Note 20)	6,146	6,145
Reclamation and remediation liabilities (Note 5)	1,519	1,513
Deferred income tax liabilities	696	635
Employee-related benefits	333	323
Other long-term liabilities (Note 21)	<u>339</u>	<u>342</u>
Total liabilities	<u>11,917</u>	<u>11,698</u>
Commitments and contingencies (Note 26)		
<b>EQUITY</b>		
Common stock	798	789
Additional paid-in capital	8,458	8,441
Accumulated other comprehensive income (loss)	(205)	(182)
Retained earnings	<u>968</u>	<u>945</u>
Newmont stockholders' equity	10,019	9,993
Noncontrolling interests	<u>2,862</u>	<u>2,916</u>
Total equity	<u>12,881</u>	<u>12,909</u>
Total liabilities and equity	<u>\$ 24,798</u>	<u>\$ 24,607</u>

The accompanying notes are an integral part of the condensed consolidated financial statements.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

(dollars in millions, except per share, per ounce and per pound amounts)

#### NOTE 1 BASIS OF PRESENTATION

The interim Condensed Consolidated Financial Statements (“interim statements”) of Newmont Mining Corporation and its subsidiaries (collectively, “Newmont” or the “Company”) are unaudited. In the opinion of management, all adjustments and disclosures necessary for a fair presentation of these interim statements have been included. The results reported in these interim statements are not necessarily indicative of the results that may be reported for the entire year. These interim statements should be read in conjunction with Newmont’s Consolidated Financial Statements for the year ended December 31, 2013 filed February 20, 2014 on Form 10-K. The year-end balance sheet data was derived from the audited financial statements and, in accordance with the instructions to Form 10-Q, certain information and footnote disclosures required by United States generally accepted accounting principles (“GAAP”) have been condensed or omitted. References to “A\$” refer to Australian currency, “C\$” to Canadian currency and “NZ\$” to New Zealand currency.

On February 18, 2014 the Company redeemed all outstanding exchangeable shares (other than those held by Newmont and its affiliates). On the date of the redemption, holders of exchangeable shares received, in exchange for each exchangeable share, one share of common stock of Newmont. At December 31, 2013, the value of the remaining outstanding exchangeable shares was included in *Additional paid-in capital* and *Common shares*.

Certain amounts in prior years have been reclassified to conform to the 2014 presentation. Reclassifications are related to a change in our reportable segments (see Notes 2 and 4), and include a change from by-product accounting for our Phoenix segment to co-product accounting.

In March 2014, we completed a review of our deferred tax and stockpile balances that resulted in the identification of certain errors in these accounts. These errors were not material to our consolidated financial condition, results of operations or cash flows as presented in our previously filed annual and quarterly financial statements; however, the adjustment to correct the cumulative effect of these errors would have been material if recorded in the first quarter of 2014. Accordingly, we revised our financial statements to correct these errors at and for the year ended December 31, 2013. The cumulative decrease to retained earnings was \$148 at January 1, 2014. See Note 2 Revision of Financial Statements.

#### NOTE 2 REVISION OF FINANCIAL STATEMENTS

In March 2014, we determined our deferred tax assets related to certain foreign subsidiaries and Yanacocha stockpiles were overstated by \$143 and \$20 (\$14 net of tax) at December 31, 2013, respectively. The stockpiles revision increased *Costs applicable to sales* by \$2 (\$1 net of tax) for the three months ended March 31, 2013. We have assessed the materiality of these misstatements in accordance with the Securities and Exchange Commission’s Staff Accounting Bulletin (“SAB”) No. 99 and concluded that these errors are not material to our previously issued consolidated financial statements. Accordingly, by reference to SAB No. 108, our previously issued consolidated financial statements have been revised as follows:

<u>Condensed Consolidated Statement of Income</u>	<b>Three Months Ended March 31, 2013</b>			
	<u>As Previously Reported</u>	<u>Co-product Reclassification<sup>(1)</sup></u>	<u>Revision</u>	<u>As Revised</u>
Sales	\$ 2,177	\$ 11	\$ —	\$ 2,188
Costs applicable to sales	1,044	11	2	1,057
Net income (loss)	357	—	(1)	356
Net income (loss) attributable to Newmont stockholders	315	—	(1)	314
<b>Income (loss) per common share</b>				
Basic	\$ 0.63	\$ —	\$ —	\$ 0.63
Diluted	\$ 0.63	\$ —	\$ —	\$ 0.63

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

<u>Condensed Consolidated Statement of Cash Flows</u>	<u>Three Months Ended March 31, 2013</u>		
	<u>As Previously</u>		<u>As Revised</u>
	<u>Reported</u>	<u>Revision</u>	
Net income	\$ 357	\$ (1)	\$ 356
Net changes in operating assets and liabilities	(288)	1	(287)
Net cash provided from continuing operations	439	—	439

<u>Condensed Consolidated Balance Sheet</u>	<u>At December 31, 2013</u>		
	<u>As Previously</u>		<u>As</u>
	<u>Reported</u>	<u>Revision</u>	<u>Revised</u>
Stockpiles and ore on leach pads <sup>(2)</sup>	\$ 3,506	\$ (21)	\$ 3,485
Deferred income tax assets <sup>(3)</sup>	1,860	(141)	1,719
Other long-term assets	844	5	849
Total Assets	24,764	(157)	24,607
Employee-related benefits	325	(2)	323
Total liabilities	11,700	(2)	11,698
Retained earnings	1,093	(148)	945
Newmont stockholders' equity	10,141	(148)	9,993
Noncontrolling interests	2,923	(7)	2,916
Total equity	13,064	(155)	12,909
Total liabilities and equity	24,764	(157)	24,607

- (1) Refer to Note 1 for information on the segment reclassifications.  
(2) Includes current and noncurrent stockpiles and ore on leach pads.  
(3) Includes current and noncurrent deferred tax assets.

**NOTE 3 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Recently Adopted Accounting Pronouncements**

*Presentation of an Unrecognized Tax Benefit*

In July 2013, ASC guidance was issued related to the presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss or a tax credit carryforward exists. The updated guidance requires an entity to net its unrecognized tax benefits against the deferred tax assets for all same jurisdiction net operating loss carryforward, a similar tax loss, or tax credit carryforwards. A gross presentation will be required only if such carryforwards are not available or would not be used by the entity to settle any additional income taxes resulting from disallowance of the uncertain tax position. Adoption of the new guidance, effective for the fiscal year beginning January 1, 2014, had no impact on the consolidated financial position, results of operations or cash flows.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

#### *Foreign Currency Matters*

In March 2013, ASC guidance was issued related to Foreign Currency Matters to clarify the treatment of cumulative translation adjustments when a parent sells a part or all of its investment in a foreign entity or no longer holds a controlling financial interest in a subsidiary or group of assets that is a business within a foreign entity. The updated guidance also resolves the diversity in practice for the treatment of business combinations achieved in stages in a foreign entity. Adoption of the new guidance, effective for the fiscal year beginning January 1, 2014, had no impact on the consolidated financial position, results of operations or cash flows.

#### *Discontinued Operations*

In April 2014, ASC guidance was issued related to Discontinued Operations which changed the criteria for determining which disposals can be presented as discontinued operations and modified related disclosure requirements. The updated guidance requires an entity to only classify discontinued operations due to a major strategic shift or a major effect on an entity's operations in the financial statements. The updated guidance will also require additional disclosures relating to discontinued operations. The Company early adopted this guidance prospectively at the beginning of fiscal year January 1, 2014. Adoption of the new guidance did not have an impact on the consolidated financial position, results of operations or cash flows.

#### **NOTE 4 SEGMENT INFORMATION**

The Company's reportable segments are based upon the Company's management structure that is focused on the geographic region for the Company's operations. Geographic regions include North America, South America, Australia/New Zealand, Indonesia, Africa and Corporate and Other. Segment results for 2013 have been retrospectively revised to reflect a change in our reportable segments to align with a change in the chief operating decision makers' evaluation of the organization, effective in the first quarter of 2014. The Nevada operations have been revised to reflect Carlin, Phoenix, and Twin Creeks segments and Other Australia/New Zealand operations have been revised to reflect Tanami, Jundee, Waihi and Kalgoorlie segments. The Conga development project will be reported in the Other South America segment. The Nimba and Merian development projects, historically reported in Other Africa and Other South America, respectively, will be reported in Corporate and Other. The financial information relating to the Company's segments for all periods presented have been updated to reflect these changes and is as follows:

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	<u>Sales</u>	<u>Costs Applicable to Sales</u>	<u>Amortization</u>	<u>Advanced Projects and Exploration</u>	<u>Pre-Tax Income (Loss)</u>	<u>Capital Expenditures <sup>(1)</sup></u>
<b>Three Months Ended March 31, 2014</b>						
Carlin	\$ 293	\$ 192	\$ 35	\$ 4	\$ 61	\$ 42
Phoenix						
Gold	70	34	5			
Copper	32	26	3			
Total	102	60	8	1	29	7
Twin Creeks	132	55	11	1	111	32
La Herradura	31	16	8	4	3	6
Other North America	—	—	—	6	(9)	5
North America	558	323	62	16	195	92
Yanacocha	265	221	101	7	(87)	14
Other South America	—	—	—	8	(8)	7
South America	265	221	101	15	(95)	21
Boddington:						
Gold	220	142	25			
Copper	39	40	6			
Total	259	182	31	—	37	20
Tanami	105	55	17	1	28	20
Jundee	82	42	17	1	21	7
Waihi	33	19	5	—	7	3
Kalgoorlie	118	77	6	1	33	1
Other Australia/New Zealand	—	—	4	1	(12)	1
Australia/New Zealand	597	375	80	4	114	52
Batu Hijau:						
Gold	8	8	2			
Copper	42	57	13			
Total	50	65	15	1	(51)	15
Indonesia	50	65	15	1	(51)	15
Ahafo	141	61	16	9	44	22
Akyem	153	38	21	—	88	1
Other Africa	—	—	—	2	(3)	—
Africa	294	99	37	11	129	23
Corporate and Other	—	—	3	29	(149)	6
Consolidated	<u>\$1,764</u>	<u>\$ 1,083</u>	<u>\$ 298</u>	<u>\$ 76</u>	<u>\$ 143</u>	<u>\$ 209</u>

(1) Includes a decrease in accrued capital expenditures of \$26; consolidated capital expenditures on a cash basis were \$235.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	<u>Sales</u>	<u>Costs Applicable to Sales</u>	<u>Amortization</u>	<u>Advanced Projects and Exploration</u>	<u>Pre-Tax Income (Loss)</u>	<u>Capital Expenditures <sup>(1)</sup></u>
<b>Three Months Ended March 31, 2013</b>						
Carlin	\$ 351	\$ 179	\$ 32	\$ 11	\$ 128	\$ 46
Phoenix						
Gold	53	41	7			
Copper	11	11	2			
Total	64	52	9	4	(4)	31
Twin Creeks	166	52	18	3	92	25
La Herradura	90	40	6	6	37	19
Other North America	—	—	—	8	(9)	4
North America	671	323	65	32	244	125
Yanacocha	455	160	70	13	193	48
Other South America	—	—	—	3	(2)	86
South America	455	160	70	16	191	134
Boddington:						
Gold	329	174	42			
Copper	65	48	10			
Total	394	222	52	—	115	25
Tanami	98	75	16	2	4	23
Jundee	124	54	16	4	50	13
Waihi	50	28	8	1	12	3
Kalgoorlie	120	75	5	1	39	1
Other Australia/New Zealand	—	—	2	4	(12)	1
Australia/New Zealand	786	454	99	12	208	66
Batu Hijau:						
Gold	11	7	2			
Copper	70	47	9			
Total	81	54	11	6	(4)	23
Other Indonesia	—	—	—	—	3	—
Indonesia	81	54	11	6	(1)	23
Ahafo	195	66	17	13	103	60
Akyem	—	—	—	3	(5)	66
Other Africa	—	—	—	2	(9)	—
Africa	195	66	17	18	89	126
Corporate and Other	—	—	5	27	(191)	23
<b>Consolidated</b>	<b>\$2,188</b>	<b>\$ 1,057</b>	<b>\$ 267</b>	<b>\$ 111</b>	<b>\$ 540</b>	<b>\$ 497</b>

(1) Includes a decrease in accrued capital expenditures of \$13; consolidated capital expenditures on a cash basis were \$510.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 5 RECLAMATION AND REMEDIATION**

The Company's *Reclamation and remediation* expense consisted of:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Accretion—operating	\$ 18	\$ 15
Accretion—non-operating	2	3
	<u>\$ 20</u>	<u>\$ 18</u>

At March 31, 2014 and December 31, 2013, \$1,441 and \$1,432, respectively, were accrued for reclamation obligations relating to operating properties. In addition, the Company is involved in several matters concerning environmental obligations associated with former, primarily historic, mining activities. Generally, these matters concern developing and implementing remediation plans at the various sites involved. At March 31, 2014 and December 31, 2013, \$174 and \$179, respectively, were accrued for such obligations. These amounts are also included in *Reclamation and remediation liabilities*.

The following is a reconciliation of *Reclamation and remediation liabilities*:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Balance at beginning of period	\$ 1,611	\$ 1,539
Additions, changes in estimates and other	(8)	(3)
Liabilities settled	(8)	(9)
Accretion expense	20	18
Balance at end of period	<u>\$ 1,615</u>	<u>\$ 1,545</u>

The current portion of *Reclamation and remediation liabilities* of \$96 and \$98 at March 31, 2014 and December 31, 2013, respectively, are included in *Other current liabilities* (see Note 21).

**NOTE 6 OTHER EXPENSE, NET**

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Regional administration	\$ 15	\$ 18
Community development	11	13
Restructuring and other	7	9
Western Australia power plant	6	4
World Gold Council dues	1	1
Transaction/Acquisition costs	—	45
Other	12	10
	<u>\$ 52</u>	<u>\$ 100</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 7 OTHER INCOME, NET**

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Gain on Midas sale	\$ 47	\$ —
Refinery income, net	4	3
Gain on sale of investments, net	4	—
Development projects, net	2	1
Interest	1	4
Canadian Oil Sands dividends	—	10
Derivative ineffectiveness, net	—	3
Impairment of marketable securities	(1)	(4)
Foreign currency exchange, net	(14)	(3)
Other	3	12
	<u>\$ 46</u>	<u>\$ 26</u>

**NOTE 8 INCOME AND MINING TAXES**

During the first quarter of 2014, the Company recorded estimated income and mining tax expense of \$78 resulting in an effective tax rate of 55%. Estimated income and mining tax expense during the first quarter of 2013 was \$180 for an effective tax rate of 33%.

The Company's income and mining tax expense differed from the statutory rate of 35% for the following reasons:

	<b>Three Months Ended March 31,</b>			
	<b>2014</b>		<b>2013</b>	
<i>Income before income and mining tax and other items</i>		\$ 143		\$ 540
Tax on income at 35% statutory rate	35%	\$ 50	35%	\$ 189
Reconciling items:				
Percentage depletion	(8)	(11)	(7)	(41)
Change in valuation allowance on deferred tax assets	9	13	1	6
Disallowed loss on sale of Midas	9	13		
Mining and other taxes	6	8	3	18
Effect of foreign earnings, net of credits	2	2		
Other	2	3	1	8
<i>Income and mining tax expense</i>	<u>55%</u>	<u>\$ 78</u>	<u>33%</u>	<u>\$ 180</u>

The Company operates in numerous countries around the world and accordingly it is subject to, and pays annual income taxes under, the various income tax regimes in the countries in which it operates. Some of these tax regimes are defined by contractual agreements with the local government, and others are defined by the general corporate income tax laws of the country. The Company has historically filed, and continues to file, all required income tax returns and pay the income taxes reasonably determined to be due. The tax rules and regulations in many countries are highly complex and subject to interpretation. From time to time the Company is subject to a review of its historic income tax filings and in connection with such reviews, disputes can arise with the taxing authorities over the interpretation or application of certain rules to the Company's business conducted within the country involved.

At March 31, 2014, the Company's total unrecognized tax benefit was \$321 for uncertain income tax positions taken or expected to be taken on income tax returns. Of this, \$78 represents the amount of unrecognized tax benefits that, if recognized, would affect the Company's effective income tax rate.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

As a result of the statute of limitations that expire in the next 12 months in various jurisdictions, and possible settlements of audit-related issues with taxing authorities in various jurisdictions with respect to which none of the issues are individually significant, the Company believes that it is reasonably possible that the total amount of its net unrecognized income tax benefits will decrease by approximately \$5 to \$10 in the next 12 months.

#### NOTE 9 DISCONTINUED OPERATIONS

Discontinued operations include Holloway Mining Company, which owned the Holt-McDermott property (“Holt property”) that was sold to St. Andrew Goldfields Ltd. (“St. Andrew”) in 2006. In 2009, the Superior Court issued a decision finding Newmont Canada Corporation (“Newmont Canada”) liable for a sliding scale royalty on production from the Holt property, which was upheld in 2011 by the Ontario Court of Appeal. During the first quarter of 2014, the Company recorded a charge of \$17, net of tax benefits of \$8, related to an increase in gold price, an increase in expected future production and a decrease in discount rates at quarter end.

*Net operating cash used in discontinued operations* of \$3 and \$6 in the first quarter of 2014 and 2013 respectively relates to payments on the Holt property royalty.

#### NOTE 10 NET INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTERESTS

	Three Months Ended March 31,	
	2014	2013
Minera Yanacocha	\$ (29)	\$ 57
Batu Hijau	(23)	(3)
TMAC	(1)	(12)
Other	1	—
	\$ (52)	\$ 42

Newmont has a 51.35% ownership interest in Minera Yanacocha S.R.L. (“Yanacocha”), with the remaining interests held by Compañía de Minas Buenaventura, S.A.A. (43.65%) and the International Finance Corporation (5%).

Newmont has a 48.5% effective economic interest in PT Newmont Nusa Tenggara (“PTNNT”) with remaining interests held by an affiliate of Sumitomo Corporation of Japan and various Indonesian entities. PTNNT operates the Batu Hijau copper and gold mine in Indonesia. Based on ASC guidance for variable interest entities, Newmont consolidates PTNNT in its Condensed Consolidated Financial Statements.

Newmont has a 70.4% economic ownership interest in TMAC, with remaining interests held by various outside investors.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 11 INCOME PER COMMON SHARE**

Basic income per common share is computed by dividing income available to Newmont common stockholders by the weighted average number of common shares outstanding during the period. Diluted income per common share is computed similarly except that weighted average common shares is increased to reflect all dilutive instruments.

	<u>Three Months Ended March 31,</u>	
	<u>2014</u>	<u>2013</u>
Net income attributable to Newmont stockholders	\$ 100	\$ 314
Weighted average common shares (millions):		
Basic	498	497
Effect of employee stock-based awards	<u>1</u>	<u>1</u>
Diluted	<u>499</u>	<u>498</u>
Net income attributable to Newmont stockholders per common share		
Basic:		
Continuing operations	\$ 0.23	\$ 0.63
Discontinued operations	<u>(0.03)</u>	<u>—</u>
	<u>\$ 0.20</u>	<u>\$ 0.63</u>
Diluted:		
Continuing operations	\$ 0.23	\$ 0.63
Discontinued operations	<u>(0.03)</u>	<u>—</u>
	<u>\$ 0.20</u>	<u>\$ 0.63</u>

Options to purchase 3 and 4 million shares of common stock at average exercise prices of \$48 and \$49 were outstanding at March 31, 2014 and 2013, respectively, but were not included in the computation of diluted weighted average common shares because their exercise prices exceeded the average price of the Company's common stock for the respective periods presented.

Newmont is required to settle the principal amount of its 2014 and 2017 Convertible Senior Notes in cash and may elect to settle the remaining conversion premium (average share price in excess of the conversion price), if any, in cash, shares or a combination thereof. The effect of contingently convertible instruments on diluted earnings per share is calculated under the net share settlement method in accordance with ASC guidance. The conversion price exceeded the Company's share price for the periods presented, therefore no additional shares were included in the computation of diluted weighted average common shares.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 12 EMPLOYEE PENSION AND OTHER BENEFIT PLANS**

	<u>Three Months Ended March 31,</u>	
	<u>2014</u>	<u>2013</u>
Pension benefit costs, net		
Service cost	\$ 6	\$ 9
Interest cost	10	10
Expected return on plan assets	(13)	(12)
Amortization, net	3	8
	<u>\$ 6</u>	<u>\$ 15</u>

	<u>Three Months Ended March 31,</u>	
	<u>2014</u>	<u>2013</u>
Other benefit costs, net		
Service cost	\$ 1	\$ 1
Interest cost	2	1
	<u>\$ 3</u>	<u>\$ 2</u>

**NOTE 13 STOCK BASED COMPENSATION**

	<u>Three Months Ended March 31,</u>	
	<u>2014</u>	<u>2013</u>
Stock options	\$ 1	\$ 3
Restricted stock units	7	9
Performance leveraged stock units	3	2
Stock performance units	3	—
	<u>\$ 14</u>	<u>\$ 14</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 14 FAIR VALUE ACCOUNTING**

The following table sets forth the Company's assets and liabilities measured at fair value on a recurring basis (at least annually) by level within the fair value hierarchy. As required by accounting guidance, assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

	Fair Value at March 31, 2014			
	Total	Level 1	Level 2	Level 3
<b>Assets:</b>				
Cash equivalents	\$ 816	\$ 816	\$ —	\$ —
<b>Marketable equity securities:</b>				
Extractive industries	296	296	—	—
Other	15	15	—	—
<b>Marketable debt securities:</b>				
Asset backed commercial paper	23	—	—	23
Auction rate securities	5	—	—	5
Trade receivable from provisional copper and gold concentrate sales, net	183	183	—	—
	<u>\$1,338</u>	<u>\$1,310</u>	<u>\$ —</u>	<u>\$ 28</u>
<b>Liabilities:</b>				
<b>Derivative instruments, net:</b>				
Foreign exchange forward contracts	\$ 53	\$ —	\$ 53	\$ —
Boddington contingent consideration	10	—	—	10
Holt property royalty	156	—	—	156
	<u>\$ 219</u>	<u>\$ —</u>	<u>\$ 53</u>	<u>\$ 166</u>

The fair values of the derivative instruments in the table above are presented on a net basis. The gross amounts related to the fair value of the derivatives instruments above are included in the *Derivatives Instruments* Note (see Note 15). All other Fair Value disclosures in the above table are presented on a gross basis.

The following table sets forth a summary of the quantitative and qualitative information related to the unobservable inputs used in the calculation of the Company's Level 3 financial assets and liabilities at March 31, 2014:

Description	At March 31, 2014	Valuation technique	Unobservable input	Range/Weighted average
Auction Rate Securities	\$ 5	Discounted cash flow	Weighted average recoverability rate	58%
Asset Backed Commercial Paper	23	Discounted cash flow	Recoverability rate	90%
Boddington Contingent Consideration	10	Monte Carlo	Discount rate	5%
			Long Term Gold price	\$ 1,300
			Long Term Copper price	\$ 3.00
Holt property royalty	156	Monte Carlo	Weighted average discount rate	5%
			Long Term Gold price	\$ 1,300

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

The following table sets forth a summary of changes in the fair value of the Company's Level 3 financial assets and liabilities at March 31, 2014:

	<u>Auction Rate Securities</u>	<u>Asset Backed Commercial Paper</u>	<u>Total Assets</u>	<u>Boddington Contingent Royalty</u>	<u>Holt Property Royalty</u>	<u>Total Liabilities</u>
Balance at beginning of period	\$ 5	\$ 25	\$ 30	\$ 10	\$ 134	\$ 144
Settlements	—	—	—	—	(3)	(3)
Revaluation	—	(2)	(2)	—	25	25
Balance at end of period	<u>\$ 5</u>	<u>\$ 23</u>	<u>\$ 28</u>	<u>\$ 10</u>	<u>\$ 156</u>	<u>\$ 166</u>

At March 31, 2014, assets and liabilities classified within Level 3 of the fair value hierarchy represent 2% and 76%, respectively, of total assets and liabilities measured at fair value.

**NOTE 15 DERIVATIVE INSTRUMENTS**

The Company's strategy is to provide shareholders with leverage to changes in gold and copper prices by selling its production at spot market prices. Consequently, the Company does not hedge its gold and copper sales. The Company continues to manage certain risks associated with commodity input costs, interest rates and foreign currencies using the derivative market. All of the derivative instruments described below were transacted for risk management purposes and qualify as cash flow hedges.

*Cash Flow Hedges*

The foreign currency and diesel contracts are designated as cash flow hedges, and as such, the effective portion of unrealized changes in market value have been recorded in *Accumulated other comprehensive income (loss)* and are reclassified to income during the period in which the hedged transaction affects earnings. Gains and losses from hedge ineffectiveness are recognized in current earnings.

*Foreign Currency Contracts*

Newmont had the following foreign currency derivative contracts outstanding at March 31, 2014:

	<u>Expected Maturity Date</u>					<u>Total/Average</u>
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	
<b>A\$ Operating Fixed Forward Contracts:</b>						
A\$ notional (millions)	234	270	158	105	6	773
Average rate (\$/A\$)	1.00	0.98	0.95	0.93	0.92	0.97
Expected hedge ratio	20%	18%	11%	7%	4%	—
<b>NZ\$ Operating Fixed Forward Contracts:</b>						
NZ\$ notional (millions)	46	39	2	—	—	87
Average rate (\$/NZ\$)	0.80	0.79	0.78	—	—	0.79
Expected hedge ratio	57%	32%	9%	—	—	

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

*Diesel Fixed Forward Contracts*

Newmont had the following diesel derivative contracts outstanding at March 31, 2014:

	<u>Expected Maturity Date</u>				<u>Total/ Average</u>
	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	
Diesel Fixed Forward Contracts:					
Diesel gallons (millions)	17	16	8	1	42
Average rate (\$/gallon)	2.86	2.77	2.68	2.61	2.79
Expected Nevada hedge ratio	58%	42%	21%	3%	

*Derivative Instrument Fair Values*

Newmont had the following derivative instruments designated as hedges at March 31, 2014 and December 31, 2013:

	<u>Fair Value</u>			
	<u>At March 31, 2014</u>			
	<u>Other Current Assets</u>	<u>Other Long- Term Assets</u>	<u>Other Current Liabilities</u>	<u>Other Long- Term Liabilities</u>
Foreign currency exchange contracts:				
A\$ operating fixed forwards	\$ —	\$ —	\$ 24	\$ 34
NZ\$ operating fixed forwards	3	2	—	—
Diesel fixed forwards	1	—	1	—
Total derivative instruments (Notes 19 and 21)	<u>\$ 4</u>	<u>\$ 2</u>	<u>\$ 25</u>	<u>\$ 34</u>

	<u>Fair Value</u>			
	<u>At December 31, 2013</u>			
	<u>Other Current Assets</u>	<u>Other Long- Term Assets</u>	<u>Other Current Liabilities</u>	<u>Other Long- Term Liabilities</u>
Foreign currency exchange contracts:				
A\$ operating fixed forwards	\$ —	\$ —	\$ 36	\$ 60
NZ\$ operating fixed forwards	1	—	—	—
Diesel fixed forwards	3	1	—	—
Total derivative instruments (Notes 19 and 21)	<u>\$ 4</u>	<u>\$ 1</u>	<u>\$ 36</u>	<u>\$ 60</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

The following tables show the location and amount of gains (losses) reported in the Company's Consolidated Financial Statements related to the Company's cash flow hedges.

	<u>Foreign Currency Exchange Contracts</u>		<u>Diesel Forward Contracts</u>		<u>Forward Starting Swaps</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
<b>For the three months ended March 31,</b>						
Cash flow hedging relationships:						
Gain (loss) recognized in other comprehensive income (effective portion)	\$ 34	\$ 18	\$ (2)	\$ 3	\$ —	\$ —
Gain (loss) reclassified from Accumulated other comprehensive income into income (effective portion) (1)	5	38	—	1	(5)	(3)
Gain (loss) reclassified from Accumulated other comprehensive income into income (ineffective portion) (2)	—	—	—	3	—	—

- (1) The gain (loss) for the effective portion of the foreign exchange and diesel cash flow hedges reclassified from *Accumulated other comprehensive income (loss)* is included in *Costs applicable to sales*. The realized loss for the effective portion of the forward starting swaps reclassified from *Accumulated other comprehensive income (loss)* is included in *Interest Expense*.
- (2) The ineffective portion recognized for cash flow hedges is included in *Other Income, net*.

The amount to be reclassified from *Accumulated other comprehensive income*, net of tax to income for derivative instruments during the next 12 months is a loss of approximately \$5.

***Provisional Copper and Gold Sales***

The Company's provisional copper and gold sales contain an embedded derivative that is required to be separated from the host contract for accounting purposes. The host contract is the receivable from the sale of the gold and copper concentrates at the prevailing indices' prices at the time of sale. The embedded derivative, which does not qualify for hedge accounting, is marked to market through earnings each period prior to final settlement.

London Metal Exchange ("LME") copper prices averaged \$3.19 per pound during the first quarter of 2014, compared with the Company's recorded average provisional price of \$3.12 per pound before mark-to-market adjustments and treatment and refining charges. During the first quarter of 2014, changes in copper prices resulted in a provisional pricing mark-to-market loss of \$17 (\$0.37 per pound). At March 31, 2014, Newmont had copper sales of 63 million pounds priced at an average of \$3.02 per pound, subject to final pricing over the next several months.

The average London P.M. fix for gold was \$1,293 per ounce during the first quarter of 2014, compared to the Company's recorded average provisional price of \$1,292 per ounce before mark-to-market adjustments and treatment and refining charges. During the first quarter of 2014, changes in gold prices resulted in a provisional pricing mark-to-market gain of \$4 (\$4 per ounce). At March 31, 2014, Newmont had gold sales of 130,000 ounces priced at an average of \$1,295 per ounce, subject to final pricing over the next several months.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 16 INVESTMENTS**

	At March 31, 2014			Fair/Equity Basis
	Cost/Equity Basis	Unrealized Gain	Loss	
<b>Current:</b>				
Marketable Equity Securities:				
Gabriel Resources Ltd.	\$ 36	\$ 6	\$—	\$ 42
Other	28	15	(2)	41
	<u>\$ 64</u>	<u>\$ 21</u>	<u>\$ (2)</u>	<u>\$ 83</u>
<b>Long-term:</b>				
Marketable Debt Securities:				
Asset backed commercial paper	\$ 22	\$ 1	\$—	\$ 23
Auction rate securities	8	—	(3)	5
	<u>30</u>	<u>1</u>	<u>(3)</u>	<u>28</u>
Marketable Equity Securities:				
Regis Resources Ltd.	165	39	—	204
Other	20	5	(1)	24
	<u>185</u>	<u>44</u>	<u>(1)</u>	<u>228</u>
Other investments, at cost	20	—	—	20
Investment in Affiliates:				
Euronimba Ltd.	3	—	—	3
Minera La Zanja S.R.L.	98	—	—	98
Novo Resources Corp.	16	—	—	16
	<u>\$ 352</u>	<u>\$ 45</u>	<u>\$ (4)</u>	<u>\$ 393</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	At December 31, 2013			
	Cost/Equity Basis	Unrealized		Fair/Equity Basis
		Gain	Loss	
<b>Current:</b>				
Marketable Equity Securities:				
Gabriel Resources Ltd.	\$ 37	\$—	\$—	\$ 37
Paladin Energy Ltd.	21	1	—	22
Other	19	4	(4)	19
	<u>\$ 77</u>	<u>\$ 5</u>	<u>\$ (4)</u>	<u>\$ 78</u>
<b>Long-term:</b>				
Marketable Debt Securities:				
Asset backed commercial paper	\$ 23	\$ 2	\$—	\$ 25
Auction rate securities	8	—	(3)	5
	<u>31</u>	<u>2</u>	<u>(3)</u>	<u>30</u>
Marketable Equity Securities:				
Regis Resources Ltd.	165	88	—	253
Other	30	5	—	35
	<u>195</u>	<u>93</u>	<u>—</u>	<u>288</u>
Other investments, at cost	13	—	—	13
Investment in Affiliates:				
Minera La Zanja S.R.L.	92	—	—	92
Novo Resources Corp.	16	—	—	16
	<u>\$ 347</u>	<u>\$ 95</u>	<u>\$ (3)</u>	<u>\$ 439</u>

In March 2014, the Company sold its investment in Paladin Energy Ltd. for \$25, resulting in a pre-tax gain of \$4 recorded in *Other income, net*.

The following tables present the gross unrealized losses and fair value of the Company's investments with unrealized losses that are not deemed to be other-than-temporarily impaired, aggregated by length of time that the individual securities have been in a continuous unrealized loss position:

	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
<b>At March 31, 2014</b>						
Marketable equity securities	\$ 3	\$ 2	\$ —	\$ —	\$ 3	\$ 2
Auction rate securities	—	—	5	3	5	3
	<u>\$ 3</u>	<u>\$ 2</u>	<u>\$ 5</u>	<u>\$ 3</u>	<u>\$ 8</u>	<u>\$ 5</u>
<b>At December 31, 2013</b>						
Marketable equity securities	\$ 54	\$ 4	\$ —	\$ —	\$ 54	\$ 4
Auction rate securities	—	—	5	3	5	3
	<u>\$ 54</u>	<u>\$ 4</u>	<u>\$ 5</u>	<u>\$ 3</u>	<u>\$ 59</u>	<u>\$ 7</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

While the fair value of the Company's investment in auction rate securities is below its cost, the Company views this decline as temporary. The Company has the ability and intends to hold its investment in auction rate securities until maturity or such time that the market recovers and therefore considers this loss temporary.

**NOTE 17 INVENTORIES**

	At March 31, 2014	At December 31, 2013
In-process	\$ 120	\$ 97
Concentrate	184	108
Precious metals	20	26
Materials, supplies and other	490	486
	<u>\$ 814</u>	<u>\$ 717</u>

The Company recorded write-downs of \$1 and \$1, classified as components of *Costs applicable to sales* and *Amortization*, respectively, for the first quarter of 2014, to reduce the carrying value of Yanacocha's inventories to net realizable value.

**NOTE 18 STOCKPILES AND ORE ON LEACH PADS**

	At March 31, 2014	At December 31, 2013
<b>Current:</b>		
Stockpiles	\$ 513	\$ 580
Ore on leach pads	247	225
	<u>\$ 760</u>	<u>\$ 805</u>
<b>Long-term:</b>		
Stockpiles	\$ 2,511	\$ 2,434
Ore on leach pads	212	246
	<u>\$ 2,723</u>	<u>\$ 2,680</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	<u>At March 31, 2014</u>	<u>At December 31, 2013</u>
<b>Stockpiles and ore on leach pads:</b>		
Carlin	\$ 433	\$ 439
Phoenix	113	109
Twin Creeks	319	327
La Herradura	66	57
Yanacocha	405	504
Boddington	314	304
Tanami	10	12
Jundee	8	7
Waihi	1	2
Kalgoorlie	112	107
Batu Hijau	1,328	1,290
Ahafo	315	292
Akyem	59	35
	<u>\$ 3,483</u>	<u>\$ 3,485</u>

The Company recorded write-downs of \$110 and \$35, classified as components of *Costs applicable to sales* and *Amortization*, respectively, for the first quarter of 2014 to reduce the carrying value of stockpiles and ore on leach pads to net realizable value. Of the write-downs in 2014, \$24 are related to Carlin, \$2 to Twin Creeks, \$54 to Yanacocha, \$30 to Boddington and \$35 to Batu Hijau.

**NOTE 19 OTHER ASSETS**

	<u>At March 31, 2014</u>	<u>At December 31, 2013</u>
<b>Other current assets:</b>		
Refinery metal inventory and receivable	\$ 947	\$ 679
Prepaid assets	265	157
Other refinery metal receivables	105	130
Derivative instruments	4	4
Other	30	36
	<u>\$ 1,351</u>	<u>\$ 1,006</u>
<b>Other long-term assets:</b>		
Income tax receivable	\$ 254	\$ 229
Goodwill	132	132
Intangible assets	117	98
Prepaid royalties	103	103
Restricted cash	99	95
Debt issuance costs	65	62
Prepaid maintenance costs	34	31
Derivative instruments	2	1
Other	75	98
	<u>\$ 881</u>	<u>\$ 849</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 20 DEBT**

Scheduled minimum debt repayments are \$623 for the remainder of 2014, \$161 in 2015, \$221 in 2016, \$771 in 2017, \$1 in 2018 and \$5,105 thereafter.

*Term Loan and Revolver Extension*

On March 31, 2014, the Company entered into a \$575 uncollateralized term loan facility with a syndicate of banks. The term loan allows for a single drawing any business day on or prior to July 15, 2014 (the "Funding Date") and will mature five years after the Funding Date. Borrowings under the facility will bear interest at LIBOR plus a margin ranging from 0.875% to 1.65%. Fees and other debt issuance costs related to the facility will be capitalized and amortized over the term of the debt. Proceeds from the term loan are expected to be used to retire the \$575 of maturing convertible debt in July 2014. There are no borrowings outstanding under the facility at March 31, 2014.

On March 31, 2014, the Company's Corporate Revolving Credit Facility was amended to extend the facility two years to 2019. The available capacity under the Corporate Revolving Credit Facility remains at \$3,000. There are no borrowings outstanding under the facility at March 31, 2014.

**NOTE 21 OTHER LIABILITIES**

	<u>At March 31,</u> <u>2014</u>	<u>At December 31,</u> <u>2013</u>
<b>Other current liabilities:</b>		
Refinery metal payable	\$ 947	\$ 679
Accrued operating costs	156	157
Reclamation and remediation liabilities	96	98
Interest	82	74
Deferred income tax	74	74
Accrued capital expenditures	46	72
Royalties	32	58
Derivative instruments	25	36
Holt property royalty	14	15
Taxes other than income and mining	11	6
Other	49	44
	<u>\$ 1,532</u>	<u>\$ 1,313</u>
<b>Other long-term liabilities:</b>		
Holt property royalty	\$ 142	\$ 119
Income and mining taxes	71	70
Power supply agreements	40	39
Derivative instruments	34	60
Boddington contingent consideration	10	10
Other	42	44
	<u>\$ 339</u>	<u>\$ 342</u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 22 CHANGES IN EQUITY**

	Three Months Ended March 31,	
	2014	2013
<b>Common stock:</b>		
At beginning of period	\$ 789	\$ 787
Redemption of Exchangeable Shares	8	—
Stock based awards	1	1
At end of period	<u>798</u>	<u>788</u>
<b>Additional paid-in capital:</b>		
At beginning of period	8,441	8,330
Redemption of Exchangeable Shares	(8)	—
Stock based awards	25	29
Sale of noncontrolling interests	—	48
At end of period	<u>8,458</u>	<u>8,407</u>
<b>Accumulated other comprehensive income (loss):</b>		
At beginning of period	(182)	490
Other comprehensive income (loss)	(23)	(61)
At end of period	<u>(205)</u>	<u>429</u>
<b>Retained earnings:</b>		
At beginning of period	945	4,166
Net income (loss) attributable to Newmont stockholders	100	314
Dividends Paid	(77)	(211)
At end of period	<u>968</u>	<u>4,269</u>
<b>Noncontrolling interests:</b>		
At beginning of period	2,916	3,175
Net income (loss) attributable to noncontrolling interests	(52)	42
Sale of noncontrolling interests, net	—	15
Other comprehensive income	(2)	(1)
At end of period	<u>2,862</u>	<u>3,231</u>
<b>Total equity</b>	<u><u>\$12,881</u></u>	<u><u>\$17,124</u></u>

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 23 RECLASSIFICATIONS OUT OF ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)**

	Unrealized gain on marketable securities, net	Foreign currency translation adjustments	Pension and other post- retirement benefit adjustments	Changes in fair value of cash flow hedge instruments	Total
December 31, 2013	\$ (35)	\$ 145	\$ (124)	\$ (168)	\$ (182)
Change in other comprehensive income (loss) before reclassifications	(29)	(3)	—	9	(23)
Reclassifications from accumulated other comprehensive income (loss)	(2)	—	2	—	—
Net current-period other comprehensive income (loss)	(31)	(3)	2	9	(23)
March 31, 2014	\$ (66)	\$ 142	\$ (122)	\$ (159)	\$ (205)

Details about Accumulated Other Comprehensive Income (Loss) Components	Amount Reclassified from Accumulated Other Comprehensive Income (Loss)		Affected Line Item in the Condensed Consolidated Statement of Income (Loss)
	Three Months Ended March 31, 2014	Three Months Ended March 31, 2013	
<b>Marketable securities adjustments:</b>			
Sale of marketable securities	\$ (4)	\$ —	Other income, net
Impairment of marketable securities	1	4	Other income, net
Total before tax	(3)	4	
Tax benefit (expense)	1	(1)	
Net of tax	\$ (2)	\$ 3	
<b>Pension liability adjustments:</b>			
Amortization, net	\$ 3	\$ 8	(1)
Total before tax	3	8	
Tax (expense) benefit	(1)	(3)	
Net of tax	\$ 2	\$ 5	
<b>Hedge instruments adjustments:</b>			
Operating cash flow hedges	\$ (5)	\$ (39)	Costs applicable to sales
Forward starting swap hedges	5	3	Interest expense, net
Total before tax	—	(36)	
Tax benefit (expense)	—	12	
Net of tax	\$ —	\$ (24)	
Total reclassifications for the period, net of tax	\$ —	\$ (16)	

- (1) This accumulated other comprehensive income (loss) component is included in *General and administrative* and costs that benefit the inventory/production process. Refer to Note 2 in the Newmont Annual Report on Form 10-K for the year ended December 31, 2013 for information on costs that benefit the inventory/production process.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

**NOTE 24 NET CHANGE IN OPERATING ASSETS AND LIABILITIES**

*Net cash provided from operations* attributable to the net change in operating assets and liabilities is composed of the following:

	<u>Three Months Ended March 31,</u>	
	<u>2014</u>	<u>2013</u>
Decrease (increase) in operating assets:		
Trade and accounts receivable	\$ (16)	\$ 115
Inventories, stockpiles and ore on leach pads	(182)	(228)
EGR refinery assets	(256)	308
Other assets	(50)	(21)
Increase (decrease) in operating liabilities:		
Accounts payable and other accrued liabilities	(94)	(144)
EGR refinery liabilities	256	(308)
Reclamation liabilities	(8)	(9)
	<u>\$ (350)</u>	<u>\$ (287)</u>

**NOTE 25 CONDENSED CONSOLIDATING FINANCIAL STATEMENTS**

The following Condensed Consolidating Financial Statements are presented to satisfy disclosure requirements of Rule 3-10(e) of Regulation S-X resulting from the inclusion of Newmont USA Limited (“Newmont USA”), a wholly-owned subsidiary of Newmont, as a co-registrant with Newmont on debt securities issued under a shelf registration statement on Form S-3 filed under the Securities Act of 1933 under which securities of Newmont (including debt securities guaranteed by Newmont USA) may be issued (the “Shelf Registration Statement”). In accordance with Rule 3-10(e) of Regulation S-X, Newmont USA, as the subsidiary guarantor, is 100% owned by Newmont, the guarantees are full and unconditional, and no other subsidiary of Newmont guaranteed any security issued under the Shelf Registration Statement. There are no restrictions on the ability of Newmont or Newmont USA to obtain funds from its subsidiaries by dividend or loan.

In April 2013, the Company merged one of its subsidiaries into Newmont USA. As a result of the merger, the prior periods presented have been revised to reflect this change as if the transaction had occurred at the beginning of the earliest period presented in accordance with the accounting guidance for business combinations between entities under common control. Additionally, the changes related to the revisions as described in Note 2 have also been included herein.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

<u>Condensed Consolidating Statement of Income</u>	<u>Three Months Ended March 31, 2014</u>				
	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
Sales	\$ —	\$ 500	\$ 1,264	\$ —	\$ 1,764
Costs and expenses					
Costs applicable to sales <sup>(1)</sup>	—	298	785	—	1,083
Amortization	1	54	243	—	298
Reclamation and remediation	—	2	18	—	20
Exploration	—	4	30	—	34
Advanced projects, research and development	—	11	31	—	42
General and administrative	—	19	26	—	45
Other expense, net	—	6	46	—	52
	<u>1</u>	<u>394</u>	<u>1,179</u>	<u>—</u>	<u>1,574</u>
Other income (expense)					
Other income, net	(1)	60	(13)	—	46
Interest income—intercompany	30	—	2	(32)	—
Interest expense—intercompany	(2)	—	(30)	32	—
Interest expense, net	(82)	(1)	(10)	—	(93)
	<u>(55)</u>	<u>59</u>	<u>(51)</u>	<u>—</u>	<u>(47)</u>
Income before income and mining tax and other items	(56)	165	34	—	143
Income and mining tax expense	29	(38)	(69)	—	(78)
Equity income (loss) of affiliates	127	(151)	(17)	41	—
Income from continuing operations	100	(24)	(52)	41	65
Income (loss) from discontinued operations	—	—	(17)	—	(17)
Net income	100	(24)	(69)	41	48
Net income attributable to noncontrolling interests	—	—	66	(14)	52
Net income attributable to Newmont stockholders	<u>\$ 100</u>	<u>\$ (24)</u>	<u>\$ (3)</u>	<u>\$ 27</u>	<u>\$ 100</u>
Comprehensive income	\$ 77	\$ (22)	\$ (84)	\$ 52	\$ 23
Comprehensive income attributable to noncontrolling interests	—	—	65	(11)	54
Comprehensive income attributable to Newmont stockholders	<u>\$ 77</u>	<u>\$ (22)</u>	<u>\$ (19)</u>	<u>\$ 41</u>	<u>\$ 77</u>

<sup>(1)</sup> Excludes *Amortization* and *Reclamation and remediation*.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

<u>Condensed Consolidating Statement of Income</u>	<u>Three Months Ended March 31, 2013</u>				
	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
Sales	\$ —	\$ 543	\$ 1,645	\$ —	\$ 2,188
Costs and expenses					
Costs applicable to sales <sup>(1)</sup>	—	261	796	—	1,057
Amortization	—	48	219	—	267
Reclamation and remediation	—	2	16	—	18
Exploration	—	11	48	—	59
Advanced projects, research and development	—	13	39	—	52
General and administrative	—	30	26	—	56
Other expense, net	—	15	85	—	100
	—	380	1,229	—	1,609
Other income (expense)					
Other income, net	—	3	23	—	26
Interest income—intercompany	48	7	5	(60)	—
Interest expense—intercompany	(3)	—	(57)	60	—
Interest expense, net	(65)	(2)	2	—	(65)
	(20)	8	(27)	—	(39)
Income before income and mining tax and other items	(20)	171	389	—	540
Income and mining tax expense	7	(50)	(137)	—	(180)
Equity income (loss) of affiliates	327	114	43	(488)	(4)
Income from continuing operations	314	235	295	(488)	356
Net income	314	235	295	(488)	356
Net income attributable to noncontrolling interests	—	—	(66)	24	(42)
Net income attributable to Newmont stockholders	\$ 314	\$ 235	\$ 229	\$ (464)	\$ 314
Comprehensive income	\$ 253	\$ 239	\$ 188	\$ (386)	\$ 294
Comprehensive income attributable to noncontrolling interests	—	—	(66)	25	(41)
Comprehensive income attributable to Newmont stockholders	\$ 253	\$ 239	\$ 122	\$ (361)	\$ 253

<sup>(1)</sup> Excludes *Amortization* and *Reclamation and remediation*.

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

<u>Condensed Consolidating Statement of Cash Flows</u>	<u>Three Months Ended March 31, 2014</u>				
	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
<b>Operating activities:</b>					
Net income (loss)	\$ 100	\$ (24)	\$ (69)	\$ 41	\$ 48
Adjustments	(120)	265	385	(45)	485
Net change in operating assets and liabilities	(29)	(45)	(276)	—	(350)
Net cash provided from (used in) continuing operations	(49)	196	40	(4)	183
Net cash used in discontinued operations	—	—	(3)	—	(3)
Net cash provided from (used in) operations	(49)	196	37	(4)	180
<b>Investing activities:</b>					
Additions to property, plant and mine development	—	(84)	(151)	—	(235)
Acquisitions, net	—	—	(28)	—	(28)
Sale of marketable securities	25	—	—	—	25
Purchases of marketable securities	—	—	(1)	—	(1)
Proceeds from sale of other assets	—	—	70	—	70
Other	—	3	(12)	—	(9)
Net cash used in investing activities	25	(81)	(122)	—	(178)
<b>Financing activities:</b>					
Proceeds from debt, net	(7)	—	10	—	3
Net intercompany borrowings (repayments)	108	(219)	111	—	—
Acquisition of noncontrolling interests	—	—	(2)	—	(2)
Dividends paid to common stockholders	(77)	—	(4)	4	(77)
Other	—	—	(4)	—	(4)
Net cash provided from (used in) financing activities	24	(219)	111	4	(80)
Effect of exchange rate changes on cash	—	—	(2)	—	(2)
Net change in cash and cash equivalents	—	(104)	24	—	(80)
Cash and cash equivalents at beginning of period	—	428	1,127	—	1,555
Cash and cash equivalents at end of period	\$ —	\$ 324	\$ 1,151	\$ —	\$ 1,475

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

<u>Condensed Consolidating Statement of Cash Flows</u>	<u>Three Months Ended March 31, 2013</u>				
	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
<b>Operating activities:</b>					
Net income (loss)	\$ 314	\$ 235	\$ 295	\$ (488)	\$ 356
Adjustments	(308)	(33)	225	486	370
Net change in operating assets and liabilities	4	(186)	(105)	—	(287)
Net cash provided from (used in) continuing operations	10	16	415	(2)	439
Net cash used in discontinued operations	—	—	(6)	—	(6)
Net cash provided from (used in) operations	10	16	409	(2)	433
<b>Investing activities:</b>					
Additions to property, plant and mine development	—	(105)	(405)	—	(510)
Acquisitions, net	—	—	(8)	—	(8)
Sale of marketable securities	—	—	1	—	1
Purchases of marketable securities	—	—	(1)	—	(1)
Proceeds from sale of other assets	—	—	25	—	25
Other	—	—	(14)	—	(14)
Net cash used in investing activities	—	(105)	(402)	—	(507)
<b>Financing activities:</b>					
Proceeds from debt, net	—	—	80	—	80
Net intercompany borrowings (repayments)	200	(143)	(57)	—	—
Proceeds from stock issuance, net	1	—	—	—	1
Sale of noncontrolling interests	—	—	32	—	32
Acquisition of noncontrolling interests	—	—	(6)	—	(6)
Dividends paid to common stockholders	(211)	—	(2)	2	(211)
Other	—	—	(1)	—	(1)
Net cash provided from (used in) financing activities	(10)	(143)	46	2	(105)
Effect of exchange rate changes on cash	—	—	(4)	—	(4)
Net change in cash and cash equivalents	—	(232)	49	—	(183)
Cash and cash equivalents at beginning of period	—	342	1,219	—	1,561
Cash and cash equivalents at end of period	\$ —	\$ 110	\$ 1,268	\$ —	\$ 1,378

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	At March 31, 2014				
<u>Condensed Consolidating Balance Sheet</u>	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
<b>Assets</b>					
Cash and cash equivalents	\$ —	\$ 324	\$ 1,151	\$ —	\$ 1,475
Trade receivables	—	28	178	—	206
Accounts receivable	—	23	296	—	319
Intercompany receivable	1,925	6,131	4,618	(12,674)	—
Investments	—	1	82	—	83
Inventories	—	161	653	—	814
Stockpiles and ore on leach pads	—	393	367	—	760
Deferred income tax assets	3	140	96	—	239
Other current assets	—	71	1,280	—	1,351
Current assets	1,928	7,272	8,721	(12,674)	5,247
Property, plant and mine development, net	31	3,028	11,122	(43)	14,138
Investments	—	12	381	—	393
Investments in subsidiaries	14,187	4,354	2,855	(21,396)	—
Stockpiles and ore on leach pads	—	468	2,255	—	2,723
Deferred income tax assets	711	301	926	(522)	1,416
Long-term intercompany receivable	3,176	62	377	(3,615)	—
Other long-term assets	50	231	600	—	881
Total assets	\$ 20,083	\$ 15,728	\$ 27,237	\$ (38,250)	\$ 24,798
<b>Liabilities</b>					
Debt	\$ 567	\$ 1	\$ 47	\$ —	\$ 615
Accounts payable	—	59	404	—	463
Intercompany payable	3,636	4,519	4,519	(12,674)	—
Employee-related benefits	—	113	134	—	247
Income and mining taxes	—	1	26	—	27
Other current liabilities	81	126	1,325	—	1,532
Current liabilities	4,284	4,819	6,455	(12,674)	2,884
Debt	5,562	7	577	—	6,146
Reclamation and remediation liabilities	—	178	1,341	—	1,519
Deferred income tax liabilities	—	25	1,193	(522)	696
Employee-related benefits	5	171	157	—	333
Long-term intercompany payable	213	—	3,445	(3,658)	—
Other long-term liabilities	—	20	319	—	339
Total liabilities	10,064	5,220	13,487	(16,854)	11,917
<b>Equity</b>					
Newmont stockholders' equity	10,019	10,508	9,183	(19,691)	10,019
Noncontrolling interests	—	—	4,567	(1,705)	2,862
Total equity	10,019	10,508	13,750	(21,396)	12,881
Total liabilities and equity	\$ 20,083	\$ 15,728	\$ 27,237	\$ (38,250)	\$ 24,798

**NEWMONT MINING CORPORATION**

**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)**

(dollars in millions, except per share, per ounce and per pound amounts)

	At December 31, 2013				
<u>Condensed Consolidating Balance Sheet</u>	<u>Newmont Mining Corporation</u>	<u>Newmont USA</u>	<u>Other Subsidiaries</u>	<u>Eliminations</u>	<u>Newmont Mining Corporation Consolidated</u>
<b>Assets</b>					
Cash and cash equivalents	\$ —	\$ 428	\$ 1,127	\$ —	\$ 1,555
Trade receivables	—	21	209	—	230
Accounts receivable	—	23	229	—	252
Intercompany receivable	1,400	6,089	5,672	(13,161)	—
Investments	22	1	55	—	78
Inventories	—	146	571	—	717
Stockpiles and ore on leach pads	—	358	447	—	805
Deferred income tax assets	3	157	86	—	246
Other current assets	—	73	933	—	1,006
Current assets	1,425	7,296	9,329	(13,161)	4,889
Property, plant and mine development, net	32	3,026	11,263	(44)	14,277
Investments	—	7	432	—	439
Investments in subsidiaries	13,982	5,299	2,839	(22,120)	—
Stockpiles and ore on leach pads	—	512	2,168	—	2,680
Deferred income tax assets	694	320	985	(526)	1,473
Long-term intercompany receivable	3,204	62	367	(3,633)	—
Other long-term assets	46	228	575	—	849
Total assets	\$ 19,383	\$ 16,750	\$ 27,958	\$ (39,484)	\$ 24,607
<b>Liabilities</b>					
Debt	\$ 561	\$ 1	\$ 33	\$ —	\$ 595
Accounts payable	—	80	398	—	478
Intercompany payable	3,092	5,404	4,665	(13,161)	—
Employee-related benefits	—	175	166	—	341
Income and mining taxes	—	—	13	—	13
Other current liabilities	71	161	1,081	—	1,313
Current liabilities	3,724	5,821	6,356	(13,161)	2,740
Debt	5,556	7	582	—	6,145
Reclamation and remediation liabilities	—	176	1,337	—	1,513
Deferred income tax liabilities	—	23	1,138	(526)	635
Employee-related benefits	5	169	149	—	323
Long-term intercompany payable	196	—	3,481	(3,677)	—
Other long-term liabilities	—	20	322	—	342
Total liabilities	9,481	6,216	13,365	(17,364)	11,698
<b>Equity</b>					
Newmont stockholders' equity	9,902	10,534	9,984	(20,427)	9,993
Noncontrolling interests	—	—	4,609	(1,693)	2,916
Total equity	9,902	10,534	14,593	(22,120)	12,909
Total liabilities and equity	\$ 19,383	\$ 16,750	\$ 27,958	\$ (39,484)	\$ 24,607



NEWMONT MINING CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)  
(dollars in millions, except per share, per ounce and per pound amounts)

As of the Three Months Ended March 31, 2013

	Newmont Mining Company		Newmont USA		Other Subsidiaries		Eliminations					
	As Previously Presented	Change	As Revised	As Previously Presented	Change	As Revised	As Previously Presented	Change				
<b>Condensed Consolidating Statement of Cash Flows</b>												
<b>Operating activities:</b>												
Net income (loss)	\$ 315	\$ (1)	\$ 314	\$ 234	\$ 1	\$ 235	\$ 298	\$ (3)	\$ 295	\$ (490)	\$ 2	\$ (488)
Adjustments	(310)	2	(308)	(42)	9	(33)	234	(9)	225	488	(2)	486
Net change in operating assets and liabilities	4	—	4	(171)	(15)	(186)	(121)	16	(105)	—	—	—
Net cash provided from (used in) continuing operations	9	1	10	21	(5)	16	411	4	415	(2)	(2)	(2)
Net cash used in discontinued operations	—	—	—	—	—	—	(6)	—	(6)	—	—	—
Net cash provided from (used in) operations	9	1	10	21	(5)	16	405	4	409	(2)	(2)	(2)
<b>Investing activities:</b>												
Additions to property, plant and mine development	—	—	—	(88)	(17)	(105)	(422)	17	(405)	—	—	—
Acquisitions, net	—	—	—	—	—	—	(8)	—	(8)	—	—	—
Sale of marketable securities	—	—	—	—	—	—	1	—	1	—	—	—
Purchases of marketable securities	—	—	—	—	—	—	(1)	—	(1)	—	—	—
Proceeds from sale of other assets	—	—	—	—	—	—	25	—	25	—	—	—
Other	—	—	—	—	—	—	(14)	—	(14)	—	—	—
Net cash used in investing activities	—	—	—	(88)	(17)	(105)	(419)	17	(402)	—	—	—
<b>Financing activities:</b>												
Net borrowings (repayments)	—	—	—	—	—	—	80	—	80	—	—	—
Net intercompany borrowings (repayments)	201	(1)	200	(165)	22	(143)	(36)	(21)	(57)	—	—	—
Proceeds from stock issuance, net	1	—	1	—	—	—	—	—	—	—	—	—
Sale of noncontrolling interests	—	—	—	—	—	—	32	—	32	—	—	—
Acquisition of noncontrolling interests	—	—	—	—	—	—	(6)	—	(6)	—	—	—
Dividends paid to common stockholders	(211)	—	(211)	—	—	—	(2)	—	(2)	2	—	2
Other	—	—	—	—	—	—	(1)	—	(1)	—	—	—
Net cash provided from (used in) financing activities	(9)	(1)	(10)	(165)	22	(143)	67	(21)	46	2	—	2
Effect of exchange rate changes on cash	—	—	—	—	—	—	(4)	—	(4)	—	—	—
Net change in cash and cash equivalents	—	—	—	(232)	—	(232)	49	—	49	—	—	—
Cash and cash equivalents at beginning of period	—	—	—	342	—	342	1,219	—	1,219	—	—	—
Cash and cash equivalents at end of period	\$ —	\$ —	\$ —	\$ 110	\$ —	\$ 110	\$ 1,268	\$ —	\$ 1,268	\$ —	\$ —	\$ —

NEWMONT MINING CORPORATION

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)  
(dollars in millions, except per share, per ounce and per pound amounts)

At December 31, 2013

	Newmont Mining Corporation		Newmont USA		Other Subsidiaries		Eliminations	
	As Previously Presented	Change	As Revised	As Previously Presented	Change	As Revised	As Previously Presented	Change
<b>Condensed Consolidating Balance Sheet</b>								
<b>Assets</b>								
Cash and cash equivalents	\$ —	\$ —	\$ —	428	\$ —	428	\$ 1,127	\$ —
Trade receivables	—	—	—	21	—	21	209	—
Accounts receivable	—	—	—	23	—	23	229	—
Intercompany receivable	1,400	—	1,400	6,089	—	6,089	5,672	(13,161)
Investments	22	—	22	1	—	1	55	—
Inventories	—	—	—	146	—	146	571	—
Stockpiles and ore on leach pads	—	—	—	358	—	358	425	—
Deferred income tax assets	3	—	3	164	(7)	157	86	—
Other current assets	—	—	—	73	—	73	933	—
Current assets	1,425	—	1,425	7,303	(7)	7,296	9,307	22
Property, plant and mine development, net	—	—	—	—	—	—	—	—
Investments	32	—	32	3,026	—	3,026	11,263	(44)
Investments in subsidiaries	—	—	—	7	—	7	432	—
Stockpiles and ore on leach pads	14,130	(148)	13,982	5,306	(7)	5,299	2,839	(22,275)
Deferred income tax assets	694	—	694	512	(139)	320	980	5
Long-term intercompany receivable	3,204	—	3,204	62	—	62	367	—
Other long-term assets	46	—	46	223	5	228	575	—
Total assets	\$ 19,531	\$ (148)	\$ 19,383	\$ 16,898	\$ (148)	\$ 16,750	\$ 27,974	\$ (16)
<b>Liabilities</b>								
Debt	\$ 561	\$ —	\$ 561	\$ 1	\$ —	\$ 1	\$ 33	\$ 33
Accounts payable	—	—	—	80	—	80	398	—
Intercompany payable	3,092	—	3,092	5,404	—	5,404	4,665	(13,161)
Employee-related benefits	—	—	—	175	—	175	166	—
Income and mining taxes	—	—	—	—	—	—	13	—
Other current liabilities	71	—	71	161	—	161	1,081	—
Current liabilities	3,724	—	3,724	5,821	—	5,821	6,356	—
Debt	5,556	—	5,556	7	—	7	582	—
Reclamation and remediation liabilities	—	—	—	176	—	176	1,337	—
Deferred income tax liabilities	—	—	—	23	—	23	1,138	(526)
Employee-related benefits	5	—	5	169	—	169	151	(2)
Long-term intercompany payable	196	—	196	—	—	—	3,481	—
Other long-term liabilities	—	—	—	20	—	20	322	—
Total liabilities	9,481	—	9,481	6,216	—	6,216	13,367	(2)
<b>Equity</b>								
Newmont stockholders' equity	10,050	(148)	9,902	10,682	(148)	10,534	9,991	(7)
Noncontrolling interests	—	—	—	—	—	—	4,616	(7)
Total equity	10,050	(148)	9,902	10,682	(148)	10,534	14,607	(14)
Total liabilities and stockholders' equity	\$ 19,531	\$ (148)	\$ 19,383	\$ 16,898	\$ (148)	\$ 16,750	\$ 27,974	\$ (16)
								\$ 27,958
								\$ (39,639)
								\$ 155
								\$ (39,484)

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

#### NOTE 26 COMMITMENTS AND CONTINGENCIES

##### General

The Company follows ASC guidance in accounting for loss contingencies. Accordingly, estimated losses from contingencies are accrued by a charge to income when information available prior to issuance of the financial statements indicates that it is probable that a liability could be incurred and the amount of the loss can be reasonably estimated. Legal expenses associated with the contingency are expensed as incurred. If a loss contingency is not probable or reasonably estimable, disclosure of the contingency and estimated range of loss, if determinable, is made in the financial statements when it is at least reasonably possible that a material loss could be incurred.

##### Operating Segments

The Company's operating segments are identified in Note 4. Except as noted in this paragraph, all of the Company's commitments and contingencies specifically described in this Note 26 relate to the Corporate and Other reportable segment. The Yanacocha matters relate to the Yanacocha reportable segment. The Minera Penmont matters relate to the La Herradura reporting segment. The PTNNT matters relate to the Batu Hijau reportable segment.

##### Environmental Matters

The Company's mining and exploration activities are subject to various laws and regulations governing the protection of the environment. These laws and regulations are continually changing and are generally becoming more restrictive. The Company conducts its operations so as to protect the public health and environment and believes its operations are in compliance with applicable laws and regulations in all material respects. The Company has made, and expects to make in the future, expenditures to comply with such laws and regulations, but cannot predict the full amount of such future expenditures.

Estimated future reclamation costs are based principally on legal and regulatory requirements. At March 31, 2014 and December 31, 2013, \$1,441 and \$1,432, respectively, were accrued for reclamation costs relating to currently or recently producing mineral properties in accordance with asset retirement obligation guidance. The current portions of \$64 and \$66 at March 31, 2014 and December 31, 2013, respectively, are included in *Other current liabilities*.

In addition, the Company is involved in several matters concerning environmental obligations associated with former mining activities. Generally, these matters concern developing and implementing remediation plans at the various sites involved. The Company believes that the related environmental obligations associated with these sites are similar in nature with respect to the development of remediation plans, their risk profile and the compliance required to meet general environmental standards. Based upon the Company's best estimate of its liability for these matters, \$174 and \$179 were accrued for such obligations at March 31, 2014 and December 31, 2013, respectively. These amounts are included in *Other current liabilities* and *Reclamation and remediation liabilities*. Depending upon the ultimate resolution of these matters, the Company believes that it is reasonably possible that the liability for these matters could be as much as 133% greater or 1% lower than the amount accrued at March 31, 2014. The amounts accrued are reviewed periodically based upon facts and circumstances available at the time. Changes in estimates are recorded in *Reclamation and remediation* in the period estimates are revised.

Details about certain of the more significant matters involved are discussed below.

##### *Newmont Mining Corporation*

*Empire Mine.* On July 19, 2012, the California Department of Parks and Recreation ("Parks") served Newmont, New Verde Mines LLC, Newmont North America Exploration Limited, Newmont Realty Company and Newmont USA Limited with a complaint for damages and declaratory relief under CERCLA, specifically for costs associated with water treatment at the Empire Mine State Park and for a declaration that Newmont is liable for past and future response costs, as well as indemnification to Parks. In 1975 Parks purchased the Empire Mine site in Grass Valley, California from Newmont to create a historic state park featuring the mining of the Empire Mine. Parks has operated the Empire Mine Site for over 35 years. Newmont intends to vigorously defend this lawsuit. Newmont cannot reasonably predict the outcome of this matter.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

#### *Newmont USA Limited—100% Newmont Owned*

*Ross-Adams Mine Site.* By letter dated June 5, 2007, the U.S. Forest Service notified Newmont that it had expended approximately \$0.3 in response costs to address environmental conditions at the Ross-Adams mine in Prince of Wales, Alaska, and requested Newmont USA Limited pay those costs and perform an Engineering Evaluation/Cost Analysis (“EE/CA”) to assess what future response activities might need to be completed at the site. Newmont intends to vigorously defend any formal claims by the EPA. Newmont has agreed to perform the EE/CA. Newmont cannot reasonably predict the likelihood or outcome of any future action against it arising from this matter.

#### *Hope Bay Mining Ltd.—100% Newmont Owned*

In July 2011 Environment Canada Enforcement Officers discovered a release of drill water containing calcium chloride on Hope Bay Mining Ltd. (“HBML”) property in Nunavut, Canada. Orbit Garant Drilling Inc. (“Orbit”) operated a diamond drill rig on the HBML property. On February 13, 2013, HBML received service of a summons and charges from a Judge for Nunavut alleging violation of the *Fisheries Act* relating to the release of drill water and alleged failure to report a discharge. Orbit operated the drill at issue in the summons. Total potential fines and penalties for proven charges of this nature could be up to \$1. Newmont cannot reasonably predict the outcome of this matter.

### Other Legal Matters

#### *Minera Yanacocha S.R.L. (“Yanacocha”)—51.35% Newmont Owned*

*Choropampa.* In June 2000, a transport contractor of Yanacocha spilled approximately 151 kilograms of elemental mercury near the town of Choropampa, Peru, which is located 53 miles (85 kilometers) southwest of the Yanacocha mine. Elemental mercury is not used in Yanacocha’s operations but is a by-product of gold mining and was sold to a Lima firm for use in medical instruments and industrial applications. A comprehensive health and environmental remediation program was undertaken by Yanacocha in response to the incident. In August 2000, Yanacocha paid under protest a fine of 1,740,000 Peruvian soles (approximately \$0.5) to the Peruvian government. Yanacocha has entered into settlement agreements with a number of individuals impacted by the incident. As compensation for the disruption and inconvenience caused by the incident, Yanacocha entered into agreements with and provided a variety of public works in the three communities impacted by this incident. Yanacocha cannot predict the likelihood of additional expenditures related to this matter.

Additional lawsuits relating to the Choropampa incident were filed against Yanacocha in the local courts of Cajamarca, Peru, in May 2002 by over 900 Peruvian citizens. A significant number of the plaintiffs in these lawsuits entered into settlement agreements with Yanacocha prior to filing such claims. In April 2008, the Peruvian Supreme Court upheld the validity of these settlement agreements, which the Company expects to result in the dismissal of all claims brought by previously settled plaintiffs. Yanacocha has also entered into settlement agreements with approximately 350 additional plaintiffs. The claims asserted by approximately 200 plaintiffs remain. In 2011, Yanacocha was served with 23 complaints alleging grounds to nullify the settlements entered into between Yanacocha and the plaintiffs. Yanacocha has answered the complaints and the court has dismissed several of the matters and the plaintiffs have filed appeals. All appeals were referred to the Civil Court of Cajamarca, which affirmed the decisions of the lower court judge. The plaintiffs have filed appeals of such orders before the Supreme Court. Some of these appeals were dismissed by the Supreme Court in favor of Yanacocha, and others are pending resolution. Yanacocha will continue to vigorously defend its position. Neither the Company nor Yanacocha can reasonably estimate the ultimate loss relating to such claims.

*Administrative Actions.* The Peruvian government agency responsible for environmental evaluation and inspection, Organismo Evaluacion y Fiscalizacion Ambiental (“OEFA”), conducts periodic reviews of the Yanacocha site. In 2011, 2012, and 2013, OEFA issued notices of alleged violations of OEFA standards to Yanacocha and Conga relating to past inspections. In April 2013, OEFA issued a finding and penalty with respect to three 2008 allegations in the amount of \$0.1. OEFA issued notice of additional alleged violations of OEFA standards in October 2013. Total fines for all outstanding OEFA alleged violations could range from \$0.1 to \$69. Yanacocha and Conga are responding to all notices of alleged violations, but cannot reasonably predict the outcome of the agency allegations.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

#### ***Minera Penmont- 44% Newmont Owned***

Newmont owns a 44% interest in the La Herradura joint venture and related gold properties (Herradura, Soledad-Dipolos and Noche Buena), which are located in the Sonora desert. La Herradura is operated by Fresnillo PLC (“Fresnillo”) through Minera Penmont S. de R.L. de C.V. (“Minera Penmont”) and Fresnillo owns the remaining 56% interest. Soledad-Dipolos commenced operations in January 2010. In 2009 five members of the El Bajio agrarian community in the state of Sonora (the “Claimants”), who claim rights over certain surface land in the proximity of the operations of Minera Penmont, lodged a legal claim with the Unitarian Agrarian Court of Hermosillo, Sonora to have Minera Penmont vacate an area of this surface land and associated claims. The land in dispute encompasses a portion of surface area where part of the operations of Dipolos, one of Minera Penmont’s three operating mines, is located as well as the processing plant for both the Dipolos mine and the Soledad mine. Minera Penmont’s mining concessions are held by way of separate title to that relating to the surface land. In September 2012, the Claimants obtained a ruling on the surface property dispute in their favor by the Mexican Supreme Court and in July 2013, a magistrate ordered Minera Penmont to vacate the property at issue, requiring cessation of production at the Dipolos operations. Minera Penmont has initiated legal proceedings to seek the expropriation of the disputed land in its favor, a process defined under Federal law in Mexico. Claimants also obtained temporary suspension of all of Minera Penmont’s explosives permits. On February 26, 2014, Fresnillo announced that the Mexican Ministry of Defense granted an explosives permit for the Herradura and Noche Buena mining units. Minera Penmont intends to vigorously contest this matter, but cannot reasonably predict the outcome.

#### ***PT Newmont Nusa Tenggara (“PTNNT”) – 31.5% Newmont Owned***

Under the Batu Hijau Contract of Work, beginning in 2006 and continuing through 2010, a portion of PTNNT’s shares were required to be offered for sale, first, to the Indonesian government or, second, to Indonesian nationals, equal to the difference between the following percentages and the percentage of shares already owned by the Indonesian government or Indonesian nationals (if such number is positive): 23% by March 31, 2006; 30% by March 31, 2007; 37% by March 31, 2008; 44% by March 31, 2009; and 51% by March 31, 2010. As PT Pukaafu Indah (“PTPI”), an Indonesian national, owned a 20% interest in PTNNT at all relevant times, in 2006, a 3% interest was required to be offered for sale and, in each of 2007 through 2010, an additional 7% interest was required to be offered (for an aggregate 31% interest). The price at which such interests were offered for sale to the Indonesian parties was the fair market value of such interest considering PTNNT as a going concern, as agreed with the Indonesian government. Following certain disputes and an arbitration with the Indonesian government, in November and December 2009, sale agreements were concluded pursuant to which the 2006, 2007 and 2008 shares were sold to PT Multi Daerah Bersaing (“PTMDB”), the nominee of the local governments, and the 2009 shares were sold to PTMDB in February 2010, resulting in PTMDB owning a 24% interest in PTNNT.

On December 17, 2010, the Ministry of Energy & Mineral Resources, acting on behalf of the Indonesian government, accepted the offer to acquire the final 7% interest in PTNNT. Subsequently, the Indonesian government designated Pusat Investasi Pemerintah (“PIP”), an agency of the Ministry of Finance, as the entity that will buy the final stake. On May 6, 2011, PIP and the foreign shareholders entered into a definitive agreement for the sale and purchase of the final 7% divestiture stake, subject to receipt of approvals from certain Indonesian government ministries. Subsequent to signing the agreement, a disagreement arose between the Ministry of Finance and the Indonesian parliament in regard to whether parliamentary approval was needed to allow PIP to make the share purchase. In July 2012, the Constitutional Court ruled that parliament approval is required for PIP to use state funds to purchase the shares, which approval has not yet been obtained. Further disputes may arise in regard to the divestiture of the 2010 shares.

Additionally, in September 2011, WALHI brought an administrative law claim against Indonesia’s Ministry of Environment to challenge the May 2011 renewal of PTNNT’s submarine tailings permit. PTNNT and the regional government of KSB (“KSB”) filed separate applications for intervention into the proceedings, both of which were accepted by the Administrative Court. KSB intervened on the side of WALHI, and PTNNT joined on the side of the Ministry of Environment. On April 3, 2012, the Administrative Court ruled in favor of the Ministry of Environment and PTNNT, finding that the Ministry of Environment properly renewed the permit in accordance with Indonesian law and regulations. WALHI appealed the verdict. On October 2, 2012, the High Administrative Law Court rejected WALHI’s appeal, after which WALHI filed a notice to appeal the case to the Supreme Court. On May 28, 2013, the Supreme Court of Indonesia updated its website to provide that WALHI’s appeal in this matter was rejected. The parties are still awaiting the written decision from the court. PTNNT will continue to defend its submarine tailings permit and is confident that the Ministry of Environment acted properly in renewing PTNNT’s permit.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

#### *NWG Investments Inc. v. Fronteer Gold Inc.*

In April 2011, Newmont acquired Fronteer Gold Inc. (“Fronteer”).

Fronteer acquired NewWest Gold Corporation (“NewWest Gold”) in September 2007. At the time of that acquisition, NWG Investments Inc. (“NWG”) owned approximately 86% of NewWest Gold and an individual named Jacob Safra owned or controlled 100% of NWG. Prior to its acquisition of NewWest Gold, Fronteer entered into a June 2007 lock-up agreement with NWG providing that, among other things, NWG would support Fronteer’s acquisition of NewWest Gold. At that time, Fronteer owned approximately 42% of Aurora Energy Resources Inc. (“Aurora”), which, among other things, had a uranium exploration project in Labrador, Canada.

NWG contends that, during the negotiations leading up to the lock-up agreement, Fronteer represented to NWG that Aurora would commence uranium mining in Labrador by 2013, that this was a firm date, that Fronteer was not aware of any obstacle to doing so, that Aurora faced no serious environmental issues in Labrador and that Aurora’s competitors faced greater delays in commencing uranium mining. NWG further contends that it entered into the lock-up agreement and agreed to support Fronteer’s acquisition of NewWest Gold in reliance upon these purported representations. On October 11, 2007, less than three weeks after the Fronteer-NewWest Gold transaction closed, a member of the Nunatsiavut Assembly introduced a motion calling for the adoption of a moratorium on uranium mining in Labrador. On April 8, 2008, the Nunatsiavut Assembly adopted a three-year moratorium on uranium mining in Labrador. NWG contends that Fronteer was aware during the negotiations of the NWG/Fronteer lock-up agreement that the Nunatsiavut Assembly planned on adopting this moratorium and that its adoption would preclude Aurora from commencing uranium mining by 2013, but Fronteer nonetheless fraudulently induced NWG to enter into the lock-up agreement.

On September 24, 2012, NWG served a summons and complaint on NMC, and then amended the complaint to add Newmont Canada Holdings ULC as a defendant. The complaint also named Fronteer Gold Inc and Mark O’Dea as defendants. The complaint sought rescission of the merger between Fronteer and NewWest Gold and \$750 in damages. In August 2013 the Supreme Court of New York, New York County issued an order granting the defendants’ motion to dismiss on forum non conveniens. Subsequently, NWG filed a notice of appeal of the decision and then a notice of dismissal of the appeal on March 24, 2013.

On February 26, 2014, NWG filed a lawsuit in Ontario Superior Court of Justice against Fronteer Gold Inc., Newmont Mining Corporation, Newmont Canada Holdings ULC, Newmont FH B.V. and Mark O’Dea. The Ontario Complaint is based upon the same allegations contained in the New York lawsuit with claims for fraud and negligent misrepresentation. NWG seeks disgorgement of profits since the close of the NWG deal on September 24, 2007 and punitive damages.

Newmont intends to vigorously defend this matter, but cannot reasonably predict the outcome.

#### **Other Commitments and Contingencies**

Tax contingencies are provided for in accordance with ASC income tax guidance (see Note 8).

The Company has minimum royalty obligations on one of its producing mines in Nevada for the life of the mine. Amounts paid as a minimum royalty (where production royalties are less than the minimum obligation) in any year are recoverable in future years when the minimum royalty obligation is exceeded. Although the minimum royalty requirement may not be met in a particular year, the Company expects that over the mine life, gold production will be sufficient to meet the minimum royalty requirements. Minimum royalty payments payable are \$30 in 2014, \$34 in 2015 through 2018 and \$323 thereafter.

## NEWMONT MINING CORPORATION

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited) (Continued)

(dollars in millions, except per share, per ounce and per pound amounts)

As part of its ongoing business and operations, the Company and its affiliates are required to provide surety bonds, bank letters of credit and bank guarantees as financial support for various purposes, including environmental reclamation, exploration permitting, workers compensation programs and other general corporate purposes. At March 31, 2014 and December 31, 2013, there were \$1,803 and \$1,807, respectively, of outstanding letters of credit, surety bonds and bank guarantees. The surety bonds, letters of credit and bank guarantees reflect fair value as a condition of their underlying purpose and are subject to fees competitively determined in the market place. The obligations associated with these instruments are generally related to performance requirements that the Company addresses through its ongoing operations. As the specific requirements are met, the beneficiary of the associated instrument cancels and/or returns the instrument to the issuing entity. Certain of these instruments are associated with operating sites with long-lived assets and will remain outstanding until closure. Generally, bonding requirements associated with environmental regulation are becoming more restrictive. However, the Company believes it is in compliance with all applicable bonding obligations and will be able to satisfy future bonding requirements through existing or alternative means, as they arise.

Newmont is from time to time involved in various legal proceedings related to its business. Except in the above described proceedings, management does not believe that adverse decisions in any pending or threatened proceeding or that amounts that may be required to be paid by reason thereof will have a material adverse effect on the Company's financial condition or results of operations.

## **ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION** (dollars in millions, except per share, per ounce and per pound amounts)

The following discussion provides information that management believes is relevant to an assessment and understanding of the consolidated financial condition and results of operations of Newmont Mining Corporation and its subsidiaries (collectively, "Newmont," the "Company," "our" and "we"). We use certain non-GAAP financial performance measures in our MD&A. For a detailed description of each of the non-GAAP financial measures used in this MD&A, please see the discussion under "Non-GAAP Financial Performance Measures" beginning on page 58. References to "A\$" refer to Australian currency, "C\$" to Canadian currency and "NZ\$" to New Zealand currency.

This item should be read in conjunction with our interim unaudited Condensed Consolidated Financial Statements and the notes thereto included in this quarterly report. Additionally, the following discussion and analysis should be read in conjunction with *Management's Discussion and Analysis of Consolidated Financial Condition and Results of Operations* and the consolidated financial statements included in Part II of our Annual Report on Form 10-K for the year ended December 31, 2013 filed February 20, 2014.

### **Overview**

Newmont is one of the world's largest gold producers and is the only gold company included in the S&P 500 Index and the Fortune 500, and has been included in the Dow Jones Sustainability World Index for seven consecutive years. We have adopted the World Gold Council's Conflict-Free Gold Policy. We are also engaged in the exploration for and acquisition of gold and gold/copper properties. We have significant operations and/or assets in the United States, Mexico, Peru, Australia, New Zealand, Indonesia, and Ghana.

Our vision is to be the most valued and respected mining company through industry leading performance. First quarter 2014 highlights are included below and discussed further in *Results of Consolidated Operations*.

### **Operating highlights**

- Sales of \$1,764;
- Average realized gold and copper price of \$1,293 per ounce and \$2.50 per pound;
- Consolidated gold production of 1.3 million ounces (1.2 million attributable ounces) at *Costs applicable to sales* of \$751 per ounce;
- Consolidated copper production of 35 thousand tonnes (24 thousand attributable tonnes) at *Costs applicable to sales* of \$2.71 per pound; and
- Gold and copper operating margin (see "Non-GAAP Financial Measures" on page 58) of \$542 per ounce and \$(0.21) per pound, respectively.

### ***Our global project pipeline.***

Approximately 90% of our consolidated capital expenditures in 2014 will be allocated to sustaining capital. Only projects that create value, lower costs and extend mine life, such as the Turf Vent Shaft in Nevada, will be implemented, in keeping with the strategy to strengthen the portfolio. We manage our wider project portfolio to maintain flexibility to address the development risks associated with our projects including permitting, local community and government support, engineering and procurement availability, technical issues, escalating costs and other associated risks that could adversely impact the timing and costs of certain opportunities.

Our opportunities in or near the Execution phase of development comprise a part of the Company's growth strategy and include the Turf Ventilation Shaft project in Nevada, the Conga project in Peru, and potentially the Merian project in Suriname, as described further below.

*Turf Vent Shaft, Nevada.* The Turf No. 3 Vent Shaft Project is in the construction phase and is planned to achieve commercial production in late 2015. Capital costs for the project are estimated at approximately \$400. The Turf No.3 Vent Shaft project provides the ventilation required to increase production, decrease mine costs, and to unlock an additional 3 million ounces of resource in greater Leeville over the 11 year mine life.

*Merian, Suriname.* On February 19, 2014 we completed the acquisition of the remaining 20% minority interest in the Merian project. The Mineral and Partnership Agreements were signed by Newmont's indirect subsidiary, Suriname Gold Company, LLC, and the Government of Suriname on November 22, 2013. The project feasibility study is now complete and subject to a final review process before being submitted to the Board of Directors for full funding consideration in the second quarter of 2014. If approved, the project will allow Newmont to pursue a new district with upside potential and the opportunity to grow and extend the operating life of the South American region. Initial estimated gold production (on a 100% basis) of 350,000 to 450,000 ounces is expected per year, once Merian comes into production. At December 31, 2013, we reported 3.4 million attributable ounces of gold reserves at Merian.

*Conga, Peru.* Due to local political and community protests, construction and development activities at the Conga project were largely suspended in November 2011. The results of the Peruvian Central Government initiated Environmental Impact Assessment ("EIA") independent review were announced on April 20, 2012 and confirmed our initial EIA met Peruvian and International standards. The review made recommendations to provide additional water capacity and social funds, which we have largely accepted. We announced our decision to move the project forward on a "water first" approach on June 22, 2012. We anticipate spending in 2014 to be approximately \$80, focusing on building access roads and permitting work around the Perol water reservoir, and gaining further social acceptance for the project. Total property, plant and mine development was \$1,615 at March 31, 2014. At December 31, 2013 we reported 6.4 million attributable ounces of gold reserves and 1,690 million attributable pounds of copper reserves at Conga. Construction of Conga and the implementation of the independent EIA review recommendations will continue provided it can be done in a safe manner with risk-adjusted returns that justify future investment. Should we be unable to continue with the current development plan at Conga, we may reprioritize and reallocate capital to other alternatives, which may result in a potential accounting impairment. See Item 1A, Risk Factors in Newmont's Annual Report on Form 10-K for the year ended December 31, 2013 filed February 20, 2014 for a description of political risks related to the project's development.

We continue to advance earlier stage development assets through our project pipeline in our five operating regions. The exploration, construction and operation of these earlier stage development assets may require significant funding if they go into execution. Three of our top development prospects are described further below:

*Long Canyon, Nevada.* The project is in the definition stage of development and we continue to develop our understanding of Long Canyon and the district. We have submitted the Plan-of-Operations to the Bureau of Land Management in support of our Environmental Impact Statement ("EIS") and continue to progress the exploration program. At December 31, 2013, we reported 1.0 million attributable ounces of gold reserves at Long Canyon. We anticipate the definition stage engineering and permitting to be completed by the end of 2014.

*Subika Underground, Ghana.* Subika Underground is in the selection stage of development as work continues to optimize the mine plan and reduce costs. The project is expected to produce approximately 200,000 ounces of gold per year and an investment decision is expected in late 2015 or 2016.

*Ahafo Mill Expansion, Ghana.* We continue to evaluate development alternatives for this project. Current engineering efforts are focused on reducing the scale of the project. The potential improved economics and feasibility of the project will be assessed by the end of 2014.

## Selected Financial and Operating Results

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Sales	\$ 1,764	\$ 2,188
Income from continuing operations	\$ 65	\$ 356
Net income	\$ 48	\$ 356
Net income attributable to Newmont stockholders	\$ 100	\$ 314
Per common share, basic:		
Income from continuing operations attributable to Newmont stockholders	\$ 0.23	\$ 0.63
Net income attributable to Newmont stockholders	\$ 0.20	\$ 0.63
Adjusted net income <sup>(1)</sup>	\$ 108	\$ 353
Adjusted net income per share <sup>(1)</sup>	\$ 0.22	\$ 0.70
Consolidated gold ounces (thousands)		
Produced	1,292	1,281
Sold <sup>(2)</sup>	1,278	1,252
Consolidated copper pounds (millions)		
Produced	77	65
Sold	45	47
Consolidated copper tonnes (thousands)		
Produced	35	29
Average price realized, net:		
Gold (per ounce)	\$ 1,293	\$ 1,631
Copper (per pound)	\$ 2.50	\$ 3.12
Consolidated costs applicable to sales: <sup>(3)</sup>		
Gold (per ounce)	\$ 751	\$ 760
Copper (per pound)	\$ 2.71	\$ 2.27
Attributable costs applicable to sales: <sup>(1)</sup>		
Gold (per ounce)	\$ 722	\$ 781
Copper (per pound)	\$ 2.63	\$ 2.34
Operating margin <sup>(1)</sup>		
Gold (per ounce)	\$ 542	\$ 871
Copper (per pound)	\$ (0.21)	\$ 0.85

(1) See “Non-GAAP Financial Measures” on page 58.

(2) Excludes development ounces.

(3) Excludes *Amortization and Reclamation and remediation*.

## Consolidated Financial Results

*Net income attributable to Newmont stockholders* for the first quarter of 2014 was \$100, or \$0.20 per share, compared to \$314, or \$0.63 per share, for the first quarter of 2013. Results for the first quarter of 2014 compared to the first quarter of 2013 were impacted by lower average realized gold and copper prices and higher gold and copper unit costs partially offset by the gain on asset sales and higher gold sales.

Gold *Sales* decreased 19% in the first quarter of 2014 compared to the first quarter of 2013 due to lower average realized gold price partially offset by increased sales volume. The following analysis summarizes the changes in consolidated gold sales:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Consolidated gold sales:</b>		
Gross before provisional pricing	\$ 1,651	\$ 2,043
Provisional pricing mark-to-market	4	3
Gross after provisional pricing	1,655	2,046
Treatment and refining charges	(4)	(4)
Net	<u>\$ 1,651</u>	<u>\$ 2,042</u>
<b>Consolidated gold ounces sold (thousands):</b>		
<b>Average realized gold price (per ounce):</b>		
Gross before provisional pricing	\$ 1,292	\$ 1,632
Provisional pricing mark-to-market	4	2
Gross after provisional pricing	1,296	1,634
Treatment and refining charges	(3)	(3)
Net	<u>\$ 1,293</u>	<u>\$ 1,631</u>

The change in consolidated gold sales is due to:

	<b>Three Months Ended</b>	
	<b>March 31,</b>	
	<b>2014 vs. 2013</b>	
Change in consolidated ounces sold	\$	41
Change in average realized gold price		(432)
	<u>\$</u>	<u>(391)</u>

Copper *Sales* decreased 23% in the first quarter of 2014 compared to the first quarter of 2013 due to decreased sales volume and a lower average realized copper price. The following analysis summarizes the changes in consolidated copper sales:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Consolidated copper sales:</b>		
Gross before provisional pricing	\$ 141	\$ 167
Provisional pricing mark-to-market	(17)	(9)
Gross after provisional pricing	124	158
Treatment and refining charges	(11)	(12)
Net	<u>\$ 113</u>	<u>\$ 146</u>
Consolidated copper pounds sold (millions):	45	47
<b>Average realized copper price (per pound):</b>		
Gross before provisional pricing	\$ 3.12	\$ 3.56
Provisional pricing mark-to-market	(0.37)	(0.20)
Gross after provisional pricing	2.75	3.36
Treatment and refining charges	(0.25)	(0.24)
Net	<u>\$ 2.50</u>	<u>\$ 3.12</u>

The change in consolidated copper sales is due to:

	<b>Three Months Ended March 31, 2014 vs. 2013</b>
Change in consolidated pounds sold	\$ (7)
Change in average realized copper price	(27)
Change in treatment and refining charges	1
	<u>\$ (33)</u>

The following is a summary of consolidated gold and copper sales, net:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Gold</b>		
North America:		
Carlin	\$ 293	\$ 351
Phoenix	70	53
Twin Creeks	132	166
La Herradura	31	90
	<u>526</u>	<u>660</u>
South America:		
Yanacocha	265	455
Australia/New Zealand:		
Boddington	220	329
Tanami	105	98
Jundee	82	124
Waihi	33	50
Kalgoorlie	118	120
	<u>558</u>	<u>721</u>
Indonesia:		
Batu Hijau	8	11
Africa:		
Ahafo	141	195
Akyem	153	—
	<u>294</u>	<u>195</u>
	<u>1,651</u>	<u>2,042</u>
<b>Copper</b>		
North America:		
Phoenix	32	11
Australia/New Zealand:		
Boddington	39	65
Indonesia:		
Batu Hijau	42	70
	<u>113</u>	<u>146</u>
	<u>\$ 1,764</u>	<u>\$ 2,188</u>

*Costs applicable to sales* for gold increased in the first quarter of 2014 compared to the first quarter of 2013 due to the addition of Akyem as a new production site and planned stockpile and leach pad inventory adjustments. *Costs applicable to sales* for copper increased in the first quarter of 2014 compared to the first quarter of 2013 due to costs related to the new Phoenix copper leach facility and planned stockpile inventory adjustments at Boddington and Batu Hijau. For a complete discussion regarding variations in operations, see *Results of Consolidated Operations* below.

*Amortization* increased in the first quarter of 2014 compared to the first quarter of 2013 due largely to the portion of the planned stockpile and leach pad inventory adjustments as well as costs related to amortization at Akyem. We expect *Amortization* expense to be approximately \$1,050 to \$1,125 in 2014.

The following is a summary of *Costs applicable to sales* and *Amortization* by operation:

	Costs Applicable to Sales		Amortization	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2014	2013	2014	2013
<b>Gold</b>				
North America:				
Carlin	\$ 192	\$ 179	\$ 35	\$ 32
Phoenix	34	41	5	7
Twin Creeks	55	52	11	18
La Herradura	16	40	8	6
	<u>297</u>	<u>312</u>	<u>59</u>	<u>63</u>
South America:				
Yanacocha	221	160	101	70
Australia/New Zealand:				
Boddington	142	174	25	42
Tanami	55	75	17	16
Jundee	42	54	17	16
Waihi	19	28	5	8
Kalgoorlie	77	75	6	5
	<u>335</u>	<u>406</u>	<u>70</u>	<u>87</u>
Indonesia:				
Batu Hijau	8	7	2	2
Africa:				
Ahafo	61	66	16	17
Akyem	38	—	21	—
	<u>99</u>	<u>66</u>	<u>37</u>	<u>17</u>
	<u>960</u>	<u>951</u>	<u>269</u>	<u>239</u>
<b>Copper</b>				
North America:				
Phoenix	26	11	3	2
Australia/New Zealand:				
Boddington	40	48	6	10
Indonesia:				
Batu Hijau	57	47	13	9
	<u>123</u>	<u>106</u>	<u>22</u>	<u>21</u>
<b>Other</b>				
Corporate and other	—	—	7	7
	<u>\$ 1,083</u>	<u>\$ 1,057</u>	<u>\$ 298</u>	<u>\$ 267</u>

*Exploration* expense decreased \$25, or 42% in the first quarter of 2014 compared to the first quarter of 2013 due to a decrease in both brownfields and greenfields expenditures in all our regions.

*Advanced projects, research and development* expense decreased \$10, or 19% in the first quarter of 2014 compared to the first quarter of 2013 due to decreases in North America, primarily Carlin, South America, primarily Yanacocha and in Africa, primarily Ahafo.

We expect combined *Exploration* and *Advanced projects, research and development* expenses to be approximately \$400 to \$450 in 2014. *Exploration* expense will be focused primarily on Carlin underground and Long Canyon in North America, Yanacocha in South America, Ahafo and Subika in Africa and Tanami in Australia. *Advanced projects, research and development* expense will be focused primarily on Conga and Verde Bio Leach in South America, La Herradura and North Exodus in North America, Subika in Africa, and Merian in Suriname.

*General and administrative* expenses decreased \$11 in the first quarter of 2014 compared to the first quarter of 2013 primarily due to decreases in salaries and benefits. We expect 2014 *General and administrative* expenses to be approximately \$175 to \$200.

*Other expense, net* was \$52 and \$100 for the three months ended March 31, 2014 and 2013, respectively. The decrease is mainly due to lower expenses for Community development and Regional administration and higher expenses in the first quarter of 2013 due to the TMAC transaction.

*Other income, net* was \$46 and \$26 for the three months ended March 31, 2014 and 2013, respectively. The increase is primarily related to the gain on the sale of Midas in the first quarter of 2014, partially offset by higher foreign currency exchange losses as well as lower dividend as a result of the sale of Canadian Oil Sands in 2013.

*Interest expense, net* increased by \$28 in the first quarter of 2014 compared to the first quarter of 2013 due to decreased capitalized interest. Capitalized interest decreased from capital projects being completed at Akyem and Phoenix copper leach. We now expect 2014 *Interest expense, net* to be approximately \$325 to \$350.

*Income and mining tax expense* during the first quarter of 2014 was \$78 resulting in an effective tax rate of 55%. *Income and mining tax expense* during the first quarter of 2013 was \$180 for an effective tax rate of 33%. The effective tax rate in the first quarter of 2014 is different than the effective tax rate in the first quarter of 2013 primarily due to increased valuation allowances and non-cash expense related to the sale of the Midas mine. The effective tax rates in the first quarter of 2014 and 2013 are different from the United States statutory rate of 35% primarily due to valuation allowances, mining tax, U.S. percentage depletion and non-cash expense related to the sale of the Midas mine. For a complete discussion of the factors that influence our effective tax rate, see *Management's Discussion and Analysis of Consolidated Financial Condition and Results of Operations* in Newmont's Annual Report on Form 10-K for the year ended December 31, 2013 filed February 20, 2014. We now expect the 2014 full year tax rate to be approximately 37% to 40%, assuming an average gold price of \$1,300 per ounce for the remainder of the year. We anticipate continued rate volatility due to our sensitivity to gold price, margins and the jurisdictional blend of our income.

*Net income attributable to noncontrolling interests* decreased to \$(52) in the first quarter of 2014 compared to \$42 in the first quarter of 2013 as a result of decreased earnings at Minera Yanacocha and Batu Hijau, slightly offset by the TMAC transaction in March 2013.

*Income (loss) from discontinued operations* includes an increase in the Holt property royalty liability as of March 31, 2014. During the first quarter of 2014, we recorded a charge of \$17, net of tax benefits of \$8, related to an increase in the gold price, an increase in expected future production and a decrease in discount rates at quarter end. Due to the nature of the sliding scale royalty calculation, changes in expected production and the gold price have a significant impact on the fair value of the liability.

## Results of Consolidated Operations

	<u>Gold or Copper Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(3)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(ounces in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
<b>Gold</b>								
North America	405	436	\$ 726	\$ 766	\$ 145	\$ 155	\$ 958	\$ 1,027
South America	208	285	1,075	576	488	251	1,403	885
Australia/New Zealand	438	421	783	922	162	196	942	1,136
Indonesia	16	14	1,283	993	313	230	2,167	2,000
Africa	225	125	428	555	162	143	616	1,126
Total/Weighted-Average	1,292	1,281	\$ 751	\$ 760	\$ 210	\$ 190	\$ 1,034	\$ 1,121
Attributable to Newmont <sup>(2)(3)</sup>	1,210	1,165	\$ 722	\$ 781			\$ 1,002	\$ 1,148
Net Attributable to Newmont <sup>(3)</sup>			\$ 725	\$ 757				

	(pounds in millions)		(\$ per pound)		(\$ per pound)		(\$ per pound)		(\$ per pound)
<b>Copper</b>									
North America	12	7	\$ 2.39	\$ 3.20	\$0.28	\$0.63	\$ 2.55	\$ 3.75	
Australia/New Zealand	17	18	2.63	2.35	0.41	0.51	3.27	2.95	
Indonesia	48	40	2.99	2.05	0.66	0.40	4.63	3.70	
Total/Weighted-Average	77	65	\$ 2.71	\$ 2.27	\$0.48	\$0.46	\$ 3.67	\$ 3.38	
Attributable to Newmont <sup>(3)</sup>	52	45	\$ 2.63	\$ 2.34			\$ 3.43	\$ 3.29	

	(tonnes in thousands)			
<b>Copper</b>				
North America	6	3		
Australia/New Zealand	8	8		
Indonesia	21	18		
Total/Weighted-Average	35	29		
Attributable to Newmont <sup>(3)</sup>	24	20		

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) Includes 15,000 and 15,000 attributable ounces from our interest in La Zanja in 2014 and 2013, respectively, and 12,000 and 14,000 attributable ounces in 2014 and 2013 from our interest in Duketon.

(3) See "Non-GAAP Financial Measures" on page 58.

### First quarter 2014 compared to 2013

Consolidated gold ounces produced increased 1% due to new production from Akyem in Africa, higher production at Tanami related to higher throughput and ore grade milled, and higher grade, throughput, and recovery at Kalgoorlie partially offset by lower production from Yanacocha. Consolidated copper pounds produced increased 18% due to higher production at Batu Hijau related to higher Phase 6 ore grades and production from the new Phoenix copper leach facility that reached commercial production in the fourth quarter of 2013.

*Costs applicable to sales* per consolidated gold ounce sold decreased 1% due to new production in Africa as well as higher production from Australia/New Zealand partially offset by planned leach pad inventory adjustments at Yanacocha as well as lower gold ounces sold from Batu Hijau. *Costs applicable to sales* per consolidated copper pound sold increased 19% due to the planned stockpile inventory adjustments at Boddington and Batu Hijau and lower copper pounds sold from Batu Hijau.

*Amortization* per consolidated gold ounce sold increased 11% due to the portion of the planned stockpile and leach pad inventory adjustments related to amortization and lower ounces sold at Yanacocha and Batu Hijau. *Amortization* per consolidated copper pound sold increased 4% due to the planned stockpile inventory adjustments at Boddington and Batu Hijau and lower copper pounds sold from Batu Hijau.

We continue to expect 2014 gold production of approximately 4.6 to 4.9 million attributable ounces at consolidated *Costs applicable to sales* per ounce of approximately \$740 to \$790 and 2014 copper production of approximately 160 to 175 million attributable pounds at consolidated *Costs applicable to sales* per pound of approximately \$2.00 to \$2.25.

### North America Operations

	<u>Gold or Copper Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(4)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(ounces in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
<b>Gold</b>								
Carlin	228	231	\$ 842	\$ 806	\$ 152	\$ 142	\$ 956	\$ 1,023
Phoenix	53	51	625	1,199	97	205	818	1,412
Twin Creeks	96	99	536	544	107	191	874	792
La Herradura <sup>(2)(3)</sup>	28	55	671	717	348	115	1,087	982
Total/Weighted-Average	<u>405</u>	<u>436</u>	<u>\$ 726</u>	<u>\$ 766</u>	<u>\$ 145</u>	<u>\$ 155</u>	<u>\$ 958</u>	<u>\$ 1,027</u>
Attributable to Newmont	<u>405</u>	<u>436</u>						
	(pounds in millions)		(\$ per pound)		(\$ per pound)		(\$ per pound)	
<b>Copper</b>								
Phoenix	<u>12</u>	<u>7</u>	<u>\$ 2.39</u>	<u>\$ 3.20</u>	<u>\$0.28</u>	<u>\$0.63</u>	<u>\$ 2.55</u>	<u>\$ 3.75</u>
	(tonnes in thousands)							
Phoenix	<u>6</u>	<u>3</u>						

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) Our proportionate 44% share.

(3) Includes 4,000 in development ounces from the newly constructed mill at La Herradura.

(4) All-In Sustaining Costs is a non-GAAP financial measure, see page 58.

### First quarter 2014 compared to 2013

*Carlin, USA.* Gold ounces produced decreased 1% due primarily to lower grades at Mill 6. *Costs applicable to sales* per ounce increased 4% due to planned stockpile and leach pad inventory adjustments partially offset by lower operating costs. *Amortization* per ounce increased 7% due to the portion of the planned stockpile and leach pad inventory adjustments related to amortization and higher underground production.

*Phoenix, USA.* Gold ounces produced increased 4% due to slightly higher grade at the Phoenix mill. Copper pounds produced increased 71% due to production from the Phoenix Copper Leach facility which was completed in the fourth quarter of 2013. *Costs applicable to sales* per ounce decreased 48% due to higher ounces sold and a higher allocation of costs to copper with the copper leach facility in production. *Costs applicable to sales* per pound decreased 25% due to higher copper pounds sold as a result of the new copper leach facility. *Amortization* per ounce decreased 53% due to higher ounces sold and the higher allocation of costs to copper, as mentioned above. *Amortization* per pound decreased 56% due to higher copper pounds sold as a result of the new production from copper leach.

*Twin Creeks, USA.* Gold ounces produced decreased 3% due to lower production following the sale of Midas partially offset by higher mill throughput at the Autoclave. *Costs applicable to sales* per ounce decreased 1% due to higher ounces sold. *Amortization* per ounce decreased 44% per ounce due to lower amortization as a result of the Midas sale.

*La Herradura, Mexico.* Gold ounces produced decreased 49% due to the suspension of their explosives permit. *Costs applicable to sales* per ounce decreased 6% due to a decrease in stripping with the ramp up of production after receiving the explosives permit at the end of February partially offset by lower ounces sold. *Amortization* increased 203% due to lower mining activities from the suspension of the explosives permit with the same scheduled amortization of the truck fleet.

We expect gold production in North America of approximately 1.6 to 1.7 million ounces at *Costs applicable to sales* per ounce of approximately \$720 to \$790 in 2014. We expect copper production in North America of approximately 15,000 to 25,000 tonnes at *Costs applicable to sales* of approximately \$2.25 to \$2.50 per pound in 2014.

### South America Operations

	<u>Gold Ounces Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(2)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
Yanacocha	<u>208</u>	<u>285</u>	<u>\$ 1,075</u>	<u>\$ 576</u>	<u>\$488</u>	<u>\$251</u>	<u>\$ 1,364</u>	<u>\$ 874</u>
Attributable to Newmont:								
Yanacocha (51.35%)	107	147						
La Zanja (46.94%)	<u>15</u>	<u>15</u>						
	<u>122</u>	<u>162</u>						

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) All-In Sustaining Costs is a non-GAAP financial measure, see page 58.

### First quarter 2014 compared to 2013

*Yanacocha, Peru.* Gold ounces produced decreased 27% mainly due to planned lower gold production with increased stripping at El Tapado Oeste. Production is expected to increase in the second half of 2014 as mining returns to higher grade at the El Tapado Oeste pit. *Costs applicable to sales* per ounce increased 87% due to higher stripping costs to access higher grade ore in the second half of 2014, and planned leach pad inventory adjustments. *Amortization* per ounce increased 94% due to lower production as well as the portion of the planned leach pad inventory adjustments associated with amortization.

We expect consolidated gold production in South America of approximately 895,000 to 985,000 ounces (510,000 to 560,000 attributable ounces) at *Costs applicable to sales* per ounce of approximately \$725 to \$790 in 2014.

## Australia/New Zealand Operations

	<u>Gold or Copper Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(2)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(ounces in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
<b>Gold</b>								
Boddington	174	177	\$ 851	\$ 873	\$ 150	\$ 210	\$ 970	\$ 995
Tanami	84	60	681	1,247	210	267	963	1,683
Jundee	63	76	667	710	264	205	841	974
Waihi	27	30	753	920	196	254	800	1,067
Kalgoorlie	90	78	839	1,006	61	69	880	1,081
	<u>438</u>	<u>421</u>	<u>\$ 783</u>	<u>\$ 922</u>	<u>\$ 162</u>	<u>\$ 196</u>	<u>\$ 942</u>	<u>\$ 1,136</u>
Attributable to Newmont <sup>(3)</sup>	<u>450</u>	<u>435</u>						
	(pounds in millions)		(\$ per pound)		(\$ per pound)		(\$ per pound)	
<b>Copper</b>								
Boddington	<u>17</u>	<u>18</u>	<u>\$ 2.63</u>	<u>\$ 2.35</u>	<u>\$0.41</u>	<u>\$0.51</u>	<u>\$ 3.27</u>	<u>\$ 2.95</u>
	(tonnes in thousands)							
Boddington	<u>8</u>	<u>8</u>						

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) All-In Sustaining Costs is a non-GAAP financial measure, see page 58.

(3) Includes 12,000 and 14,000 attributable ounces in the first quarter 2014 and 2013, respectively, from our interest in Duketon.

### First quarter 2014 compared to 2013

*Boddington, Australia.* Gold ounces produced decreased 2% and copper pounds produced decreased 6% primarily due to lower mill grade. Boddington realized record setting throughput levels this quarter due to the sustainable process improvements implemented with Full Potential. These benefits were partially offset by lower grades during the quarter. *Costs applicable to sales* decreased 3% per ounce due a combination of lower mill maintenance costs and favorable foreign exchange rates. *Costs applicable to sales* increased 12% per pound primarily due to planned stockpile inventory adjustments. *Amortization* decreased 29% per ounce and decreased 20% per pound due to the asset impairment recorded in the second quarter of 2013.

*Tanami, Australia.* Gold ounces produced increased 40% due to higher grades from the Auron ore body and due to lower mining dilution from improved mining practices with improved mining rates from higher truck utilization and stope availability leading to higher tons mined. *Costs applicable to sales* decreased 45% per ounce due to higher production coupled with lower operating costs and favorable foreign exchange rates. *Amortization* decreased 21% per ounce due to higher production.

*Jundee, Australia.* Gold ounces produced decreased 17% primarily as a result of lower ore grade milled. *Costs applicable to sales* decreased 6% per ounce due to lower underground mining costs and favorable foreign exchange rates partially offset by lower production. *Amortization* increased 29% per ounce due to lower production.

*Waihi, New Zealand.* Gold ounces produced decreased 10% due to lower ore grade milled and a build of in-circuit inventory partially offset by higher mill throughput. *Costs applicable to sales* decreased 18% per ounce due to lower underground mining costs. *Amortization* decreased 23% per ounce due to the stripping campaign in the prior year period.

*Kalgoorlie, Australia.* Gold ounces produced increased 15% due to higher milled ore grade and throughput. *Costs applicable to sales* decreased 17% per ounce and *Amortization* decreased 12% per ounce due to higher production.

We expect consolidated gold production for Australia/New Zealand of approximately 1.6 to 1.7 million ounces at *Costs applicable to sales* per ounce of approximately \$855 to \$930 in 2014. We expect consolidated copper production for Australia/New Zealand to be approximately 25,000 to 35,000 tonnes at *Costs applicable to sales* per pound of approximately \$2.50 to \$2.80 in 2014.

### Indonesia Operations

	<u>Gold or Copper Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(2)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(ounces in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
<b>Gold</b>								
Batu Hijau	16	14	\$ 1,283	\$ 993	\$ 313	\$ 230	\$ 2,167	\$ 2,000
Attributable to Newmont <sup>(2)</sup>	8	7						
	(pounds in millions)		(\$ per pound)		(\$ per pound)		(\$ per pound)	
<b>Copper</b>								
Batu Hijau	48	40	\$ 2.99	\$ 2.05	\$0.66	\$0.40	\$ 4.63	\$ 3.70
Attributable to Newmont	23	20						
	(tonnes in thousands)							
<b>Copper</b>								
Batu Hijau	21	18						
Attributable to Newmont	10	9						

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) All-In Sustaining Costs is a non-GAAP financial measure, see page 58.

### First quarter 2014 compared to 2013

*Batu Hijau, Indonesia.* Copper pounds and gold ounces produced increased 20% and 14%, respectively, due to higher ore grade as well as higher recovery partially offset by lower mill throughput. *Costs applicable to sales* per pound and per ounce increased 46% and 29%, respectively, due to planned stockpile inventory adjustments and lower pounds and ounces sold. *Amortization* per pound and per ounce increased 65% and 36%, respectively, due to lower copper and gold sales and the portion of the planned stockpile inventory adjustments related to amortization.

We expect consolidated gold production for Indonesia of approximately 135,000 to 150,000 ounces (60,000 to 65,000 attributable ounces) at *Costs applicable to sales* per ounce of approximately \$630 to \$690 in 2014. We expect consolidated copper production for Indonesia to be approximately 110,000 to 125,000 tonnes (45,000 to 55,000 attributable tonnes) at *Costs applicable to sales* per pound of approximately \$1.75 to \$2.00 in 2014.

In January 2014, the Indonesian government issued new regulations for the export of copper concentrate that contain potentially restrictive conditions for obtaining an export permit, as well as a significant, progressive export duty. While the 2009 mining law preserves the validity of PTNNT's Contract of Work (the investment agreement entered into by PTNNT and the Indonesian government in 1986, which includes the right to export copper concentrates and a prohibition against new taxes, duties, and levies), the Indonesian government has stated its intention to enforce the new regulations on PTNNT's operations and has not yet recognized PTNNT's rights to export copper concentrate and only pay the taxes, duties, and levies specified in the Contract of Work. The Company believes that these new 2014 regulations conflict with the Contract of Work. Although PTNNT is continuing to engage with government officials in Indonesia in an effort to resolve this issue and gain clarity on implementation of the new regulations, while also considering other remedies, including possible legal action, the Company can make no assurances that the new regulations will not impact operations or outlook. In April 2014, PTNNT received the required approval as a registered exporter from the Ministry of Trade and continues working through the process and engaging with the government to secure the newly required export permit. At this time, operations continue at Batu Hijau. However, to the extent there are continued delays in obtaining approvals for 2014 exports, PTNNT will implement contingency plans to scale back production taking into consideration copper concentrate storage capacity and in-country smelter availability, which would impact the Company's ability to achieve its outlook. For a discussion of factors which could impact future financial performance and operating results in Indonesia, see Item 1A, under the heading "Risk Factors," of the Company's Form 10-K, filed on February 21, 2014.

## Africa Operations

	<u>Gold Ounces Produced</u>		<u>Costs Applicable to Sales<sup>(1)</sup></u>		<u>Amortization</u>		<u>All-In Sustaining Costs<sup>(2)</sup></u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
	(in thousands)		(\$ per ounce)		(\$ per ounce)		(\$ per ounce)	
<b>Three Months Ended March 31,</b>								
Ahafo	105	125	\$ 554	\$ 555	\$148	\$143	\$ 864	\$ 1,025
Akyem	120	—	311	—	175	—	361	—
Total / Weighted Average	<u>225</u>	<u>125</u>	<u>\$ 428</u>	<u>\$ 555</u>	<u>\$162</u>	<u>\$143</u>	<u>\$ 616</u>	<u>\$ 1,126</u>
Attributable to Newmont	<u>225</u>	<u>125</u>						

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) All-In Sustaining Costs is a non-GAAP financial measure, see page 58.

### First quarter 2014 compared to 2013

*Ahafo, Ghana.* Gold ounces produced decreased 16% due to lower mill grade and throughput. *Costs applicable to sales* and *Amortization* per ounce was in line with prior year.

*Akyem, Ghana.* Gold ounces produced of 120,000, *Costs applicable to sales* per ounce of \$311, and *Amortization* per ounce of \$175 are due to the commencement of commercial production in the fourth quarter of 2013.

As a result of mine plan optimization at the Ahafo operation in Africa, the Company is increasing production outlook from between 785,000 to 850,000 ounces to between 790,000 to 870,000 ounces. In addition to the mine plan optimization work at Ahafo, the Akyem operation is also realizing lower input and labor costs and consequently, the Company is reducing Africa regional *Costs applicable to sales* from between \$575 to \$625 per ounce to between \$510 to \$555 per ounce in 2014.

### Foreign Currency Exchange Rates

Our foreign operations sell their gold and copper production based on U.S. dollar metal prices. Approximately 39% and 49% of our *Costs applicable to sales* were paid in local currencies during the first quarter of 2014 and 2013, respectively. Variations in the local currency exchange rates in relation to the U.S. dollar at our foreign mining operations increased consolidated *Costs applicable to sales* per ounce by approximately \$39, net of hedging gains and losses, during the first quarter of 2014 as compared to the first quarter of 2013.

### Liquidity and Capital Resources

#### Cash Provided from Operating Activities

*Net cash provided from continuing operations* was \$183 in the first quarter of 2014, a decrease of \$256 from the first quarter of 2013, primarily due to lower average realized gold price and a net increase in operating assets and liabilities. The increase in net operating assets and liabilities of \$63 in the first quarter of 2014 compared to the first quarter of 2013 is due to increase in accounts receivable and other assets and decrease in accounts payable and other accrued liabilities.

## Investing Activities

Net cash used in investing activities decreased to \$178 during the first quarter of 2014 compared to \$507 during the same period of 2013, respectively. Additions to property, plant and mine development were as follows:

	Three Months Ended March 31,	
	2014	2013
North America:		
Carlin	\$ 42	\$ 46
Phoenix	7	31
Twin Creeks	32	25
La Herradura	6	19
Other North America	5	4
	<u>92</u>	<u>125</u>
South America:		
Yanacocha	14	48
Other South America	7	86
	<u>21</u>	<u>134</u>
Australia/New Zealand:		
Boddington	20	25
Tanami	20	23
Jundee	7	13
Waihi	3	3
Kalgoorlie	1	1
Other Australia/New Zealand	1	1
	<u>52</u>	<u>66</u>
Indonesia:		
Batu Hijau	15	23
	<u>15</u>	<u>23</u>
Africa:		
Ahafo	22	60
Akyem	1	66
	<u>23</u>	<u>126</u>
Corporate and Other	6	23
Accrual basis	209	497
Decrease (increase) in accrued capital expenditures	26	13
Cash basis	<u>\$ 235</u>	<u>\$ 510</u>

Capital expenditures in North America during the first quarter of 2014 primarily related to the development of the Turf Vent Shaft project, surface and underground mine development, infrastructure improvements and capitalized component purchases in Nevada, as well as mill construction capital in Mexico. Capital expenditures in South America were primarily related to the Conga project, surface mine development, infrastructure improvements and equipment component purchases. The majority of capital expenditures in Australia and New Zealand were for underground mine development, tailings and support facility construction and mining equipment purchases. Capital expenditures in Batu Hijau were primarily for equipment and equipment component purchases. Capital expenditures in Africa were related to tailings facility construction using waste material, capitalized component purchases for large equipment and mining and support equipment purchases. We expect 2014 consolidated capital expenditures to be \$1,300 to \$1,400.

Capital expenditures in North America during the first quarter of 2013 were primarily related to the construction of the Phoenix Copper Leach project, the development of the Turf Vent Shaft project, surface and underground mine development in both Nevada and Mexico and infrastructure improvements in Nevada. Capital expenditures in South America were primarily related to the Conga project, surface mine development and equipment purchases. The majority of capital expenditures in Australia and New Zealand were for underground mine development, tailings facility construction, mining equipment purchases and infrastructure improvements. Capital expenditures in Indonesia were primarily for equipment and equipment component purchases and infrastructure improvements. Capital expenditures in Africa were primarily related to Akyem development and the Subika expansion project, equipment purchases and surface mine development at Ahafo. Capital expenditures in Corporate were primarily related to the Merian project.

*Acquisitions, net.* During the first quarter of 2014 we purchased the remaining 20% noncontrolling interest in the Merian project. During the first quarter of 2013 we paid \$8 in contingent payments in accordance with the 2009 Boddington acquisition agreement.

*Proceeds from the sale of marketable securities.* During the first quarter of 2014 we received \$25 primarily from the sale of Paladin securities.

*Purchases of marketable securities.* During the first quarter of 2014 and 2013 we purchased \$1 and \$1, respectively, of marketable equity securities.

*Proceeds from sale of other assets.* During the first quarter of 2014, we received \$70, of which, \$57 was from the Midas sale and \$13 primarily from the sale of equipment at Conga. During the first quarter of 2013 we received \$25 primarily from the sale of equipment at Conga.

### ***Financing Activities***

*Net cash provided from (used in) financing activities* was \$(80) and \$(105) during the first quarter of 2014 and 2013, respectively.

*Proceeds from and repayment of debt.* During the first quarter of 2014, we received net proceeds from debt of \$3 from our other short-term debt. During the first quarter of 2013, we received net proceeds from debt of \$80, from the PTNNT revolving credit facility. At March 31, 2014, \$168 of the \$3,000 Corporate revolving credit facility were used to secure the issuance of letters of credit, primarily supporting reclamation obligations (see “*Off-Balance Sheet Arrangements*” below).

Scheduled minimum debt repayments are \$623 for the remainder of 2014, \$161 in 2015, \$221 in 2016, \$771 in 2017, \$1 in 2018 and \$5,105 thereafter. We expect to be able to fund debt maturities and capital expenditures from *Net cash provided by operating activities*, short-term investments, existing cash balances and available credit facilities.

At March 31, 2014 and 2013, we were in compliance with all required debt covenants and other restrictions related to debt agreements.

*Proceeds from stock issuance, net.* We received proceeds of \$1 during the first quarter of 2013, from the issuance of common stock, primarily related to employee stock sales and option exercises.

*Sale of noncontrolling interests.* We received \$32 in proceeds, net of transaction costs, during the first quarter of 2013 related to the TMAC transaction.

*Acquisition of noncontrolling interests.* In the first quarter of 2014 and 2013, we advanced certain funds to PTPI, an unrelated noncontrolling shareholder of PTNNT, in accordance with a loan agreement. Our economic interest in PTNNT did not change as a result of these transactions.

*Dividends paid to common stockholders.* We declared regular quarterly dividends totaling \$0.15 and \$0.425 per common share for the three months ended March 31, 2014 and 2013, respectively. Additionally, Newmont Mining Corporation of Canada Limited, a subsidiary of the Company, declared regular quarterly dividends on its exchangeable shares totaling C\$0.4319 through March 31, 2013. We paid dividends of \$77 and \$211 to common stockholders in the first quarter of 2014 and 2013, respectively.

### ***Discontinued Operations***

*Net operating cash used in discontinued operations* was \$3 and \$6 in the first quarter of 2014 and 2013, respectively, related to payments on the Holt property royalty.

### ***Off-Balance Sheet Arrangements***

We have the following off-balance sheet arrangements: operating leases (as discussed in Note 28 to the Consolidated Financial Statements in our Annual Report on Form 10-K for the year ended December 31, 2013, filed on February 20, 2014) and \$1,803 of outstanding letters of credit, surety bonds and bank guarantees (see Note 26 to the Condensed Consolidated Financial Statements).

We also have sales agreements to sell copper and gold concentrates at market prices as follows (in thousands of tons):

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Thereafter</u>
Batu Hijau	436	—	—	—	—	—
Boddington	154	187	198	187	165	—
Phoenix	48	41	71	—	—	—
	<u>638</u>	<u>228</u>	<u>269</u>	<u>187</u>	<u>165</u>	<u>—</u>

### ***Other Liquidity Matters***

At March 31, 2014, the Company had \$1,475 in cash and cash equivalents, of which \$1,129 was held in foreign subsidiaries and is primarily held in U.S. dollar denominated accounts with the remainder in foreign currencies readily convertible to U.S. dollars. At March 31, 2014, \$395 of the consolidated cash and cash equivalents was attributable to noncontrolling interests primarily related to our Indonesian and Peruvian operations which is being held to fund those operations and development projects. At March 31, 2014, \$273 in consolidated cash and cash equivalents (\$161 attributable to Newmont) was held at certain foreign subsidiaries that, if repatriated may be subject to withholding taxes, which would generate foreign tax credits in the U.S. As a result, we expect that there would be minimal U.S. tax liability upon repatriation of these amounts after considering available foreign tax credits. All other amounts represent earnings that are taxed in the U.S. on a current basis due to being held in U.S. subsidiaries or non-U.S. subsidiaries that are flow-through entities for U.S. tax purposes.

We believe that our liquidity and capital resources from U.S. operations and flow-through foreign subsidiaries are adequate to fund our U.S. operations and corporate activities.

### **Environmental**

Our mining and exploration activities are subject to various federal and state laws and regulations governing the protection of the environment. We have made, and expect to make in the future, expenditures to comply with such laws and regulations, but cannot predict the full amount of such future expenditures. At March 31, 2014 and December 31, 2013, \$1,441 and \$1,432, respectively, were accrued for reclamation costs relating to currently or recently producing mineral properties.

In addition, we are involved in several matters concerning environmental obligations associated with former mining activities. Based upon our best estimate of our liability for these matters, \$174 and \$179 were accrued for such obligations at March 31, 2014 and December 31, 2013, respectively. We spent \$5 and \$4 during the first quarter of 2014 and 2013, respectively, for environmental obligations related to the former, primarily historic, mining activities and have classified \$32 as a current liability at March 31, 2014.

During the first quarter of 2014 and 2013, capital expenditures were approximately \$15 and \$20, respectively, to comply with environmental regulations. Ongoing costs to comply with environmental regulations have not been a significant component of operating costs.

For more information on the Company's reclamation and remediation liabilities, see Notes 5 and 26 to the Condensed Consolidated Financial Statements.

### **Accounting Developments**

For a discussion of Recently Adopted and Recently Issued Accounting Pronouncements, see Note 3 to the Condensed Consolidated Financial Statements.

## Non-GAAP Financial Measures

Non-GAAP financial measures are intended to provide additional information only and do not have any standard meaning prescribed by generally accepted accounting principles (“GAAP”). These measures should not be considered in isolation or as a substitute for measures of performance prepared in accordance with GAAP.

### *Adjusted net income*

Management of the Company uses *Adjusted net income* to evaluate the Company’s operating performance, and for planning and forecasting future business operations. The Company believes the use of *Adjusted net income* allows investors and analysts to compare results of the continuing operations of the Company and its direct and indirect subsidiaries relating to the production and sale of minerals to similar operating results of other mining companies, by excluding exceptional or unusual items. Management’s determination of the components of *Adjusted net income* are evaluated periodically and based, in part, on a review of non-GAAP financial measures used by mining industry analysts. *Net income attributable to Newmont stockholders* is reconciled to *Adjusted net income* as follows:

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
Net income attributable to Newmont stockholders	\$ 100	\$ 314
Discontinued operations loss	17	—
Restructuring and other	3	5
Impairments	1	4
Gain on asset sales	(13)	—
TMAC transaction costs	—	30
Adjusted net income	<u>\$ 108</u>	<u>\$ 353</u>
Adjusted net income per share, basic	\$ 0.22	\$ 0.70
Adjusted net income per share, diluted	\$ 0.22	\$ 0.71

### *Costs applicable to sales per ounce/pound*

Costs applicable to sales per ounce/pound are non-GAAP financial measures. These measures are calculated by dividing the costs applicable to sales of gold and copper by gold ounces or copper pounds sold, respectively. These measures are calculated on a consistent basis for the periods presented on both a consolidated and attributable to Newmont basis. Attributable costs applicable to sales are based on our economic interest in production from our mines. For operations where we hold less than a 100% economic share in the production, we exclude the share of gold or copper production attributable to the noncontrolling interest. We include attributable costs applicable to sales per ounce/pound to provide management, investors and analysts with information with which to compare our performance to other gold producers. Costs applicable to sales per ounce/pound statistics are intended to provide additional information only and do not have any standardized meaning prescribed by GAAP and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with GAAP. The measures are not necessarily indicative of operating profit or cash flow from operations as determined under GAAP. Other companies may calculate these measures differently.

Net attributable costs applicable to sales per ounce measures the benefit of copper produced in conjunction with gold, as a credit against the cost of producing gold. A number of other gold producers present their costs net of the contribution from copper and other non-gold sales. We believe that including a measure on this basis provides management, investors and analysts with information with which to compare our performance to other gold producers, and to better assess the overall performance of our business. In addition, this measure provides information to enable investors and analysts to understand the importance of non-gold revenues to our cost structure.

The following tables reconcile these non-GAAP measures to the most directly comparable GAAP measures.

***Costs applicable to sales per ounce/pound***

	<b>Gold</b>		<b>Copper</b>	
	<b>Three Months Ended March 31,</b>		<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
<b>Costs applicable to sales:</b>				
Consolidated per financial statements	\$ 960	\$ 951	\$ 123	\$ 106
Noncontrolling interests <sup>(1)</sup>	(112)	(82)	(29)	(23)
Attributable to Newmont	<u>\$ 848</u>	<u>\$ 869</u>	<u>\$ 94</u>	<u>\$ 83</u>
<b>Gold/Copper sold (thousand ounces/million pounds):</b>				
Consolidated	1,278	1,252	45	47
Noncontrolling interests <sup>(1)</sup>	(103)	(139)	(10)	(12)
Attributable to Newmont	<u>1,175</u>	<u>1,113</u>	<u>35</u>	<u>35</u>
<b>Costs applicable to sales per ounce/pound:</b>				
Consolidated	\$ 751	\$ 760	\$ 2.71	\$ 2.27
Attributable to Newmont	\$ 722	\$ 781	\$ 2.63	\$ 2.34

***Net attributable costs applicable to sales per ounce***

	<b>Three Months Ended March 31,</b>	
	<b>2014</b>	<b>2013</b>
<b>Attributable costs applicable to sales:</b>		
Gold	\$ 848	\$ 869
Copper	94	83
	<u>942</u>	<u>952</u>
<b>Copper revenue:</b>		
Consolidated	(113)	(146)
Noncontrolling interests <sup>(1)</sup>	22	36
	<u>(91)</u>	<u>(110)</u>
Net attributable costs applicable to sales	<u>\$ 851</u>	<u>\$ 842</u>
Attributable gold ounces sold (thousands)	1,174	1,113
Net attributable costs applicable to sales per ounce	\$ 725	\$ 757

<sup>(1)</sup> Relates to partners' interests in Batu Hijau and Yanacocha.

### *All-In Sustaining Costs*

Newmont has worked to develop a metric that expands on GAAP measures such as cost of goods sold and non-GAAP measures to provide visibility into the economics of our mining operations related to expenditures, operating performance and the ability to generate cash flow from operations.

Current GAAP-measures used in the mining industry, such as cost of goods sold, do not capture all of the expenditures incurred to discover, develop, and sustain gold production. Therefore, we believe that All-in sustaining costs and attributable All-in sustaining costs are non-GAAP measures that provide additional information to management, investors, and analysts that aid in the understanding of the economics of our operations and performance compared to other producers and in the investor's visibility by better defining the total costs associated with production.

All-in sustaining cost ("AISC") amounts are intended to provide additional information only and do not have any standardized meaning prescribed by GAAP and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with GAAP. The measures are not necessarily indicative of operating profit or cash flow from operations as determined under GAAP. Other companies may calculate these measures differently as a result of differences in the underlying accounting principles, policies applied and in accounting frameworks such as in International Financial Reporting Standards ("IFRS"), or by reflecting the benefit from selling non-gold metals as a reduction to AISC. Differences may also arise related to definitional differences of sustaining versus development capital activities based upon each company's internal policies.

The following disclosure provides information regarding the adjustments made in determining the All-in sustaining costs measure:

*Cost Applicable to Sales*—Includes all direct and indirect costs related to current production incurred to execute the current mine plan. *Costs Applicable to Sales* ("CAS") includes by-product credits from certain metals obtained during the process of extracting and processing the primary ore-body. CAS is accounted for on an accrual basis and excludes *Amortization* and *Reclamation and remediation*, which is consistent with our presentation of CAS on the Condensed Consolidated Statements of Income. In determining All-in sustaining costs, only the CAS associated with producing and selling an ounce of gold or a pound of copper is included in the measure. Therefore, the amount of CAS included in AISC is derived from the CAS presented in the Company's Condensed Consolidated Statements of Income. The allocation of CAS between gold and copper at the Phoenix, Boddington, and Batu Hijau mines is based upon the relative sales percentage of copper and gold sold during the period.

*Remediation Costs*—Includes accretion expense related to asset retirement obligations ("ARO") and the amortization of the related Asset Retirement Cost ("ARC") for the Company's operating properties recorded as an ARC asset. Accretion related to ARO and the amortization of the ARC assets for reclamation and remediation do not reflect annual cash outflows but are calculated in accordance with GAAP. The accretion and amortization reflect the periodic costs of reclamation and remediation associated with current gold production and are therefore included in the measure. The allocation of these costs to gold and copper is determined using the same allocation used in the allocation of CAS between gold and copper at the Phoenix, Boddington, and Batu Hijau mines.

*Advanced Projects and Exploration*—Includes incurred expenses related to projects that are designed to increase or enhance current gold production and gold exploration. We note that as current resources are depleted, exploration and advance projects are necessary for us to replace the depleting reserves or enhance the recovery and processing of the current reserves. As this relates to sustaining our gold production, and is considered a continuing cost of a mining company, these costs are included in the AISC measure. These costs are derived from the *Advanced projects, research and development* and *Exploration* amounts presented in the Company's Condensed Consolidated Statements of Income. The allocation of these costs to gold and copper is determined using the same allocation used in the allocation of CAS between gold and copper at the Phoenix, Boddington, and Batu Hijau mines.

*General and Administrative*—Includes cost related to administrative tasks not directly related to current gold production, but rather related to support our corporate structure and fulfilling our obligations to operate as a public company. Including these expenses in the AISC metric provides visibility of the impact that general and administrative activities have on current operations and profitability on a per ounce basis.

*Other Expense, net*—Includes costs related to regional administration and community development to support current production. We exclude certain exceptional or unusual expenses from *Other expense, net*, such as restructuring, as these are not indicative to sustaining our current operations. Furthermore, this adjustment to *Other expense, net* is also consistent with the nature of the adjustments made to Net income (loss) as disclosed in the Company's non-GAAP financial measure Adjusted net income (loss). The allocation of these costs to gold and copper is determined using the same allocation used in the allocation of CAS between gold and copper at the Phoenix, Boddington, and Batu Hijau mines.

*Treatment and Refining Costs*—Includes costs paid to smelters for treatment and refining of our concentrates to produce the salable precious metal. These costs are presented net as a reduction of Sales.

*Sustaining Capital*—We determined sustaining capital as those capital expenditures that are necessary to maintain current gold production and execute the current mine plan. Capital expenditures to develop new operations, or related to projects at existing operations where these projects will enhance gold production or reserves, are considered development. We determined the breakout of sustaining and development capital costs based on a systematic review of our project portfolio in light of the nature of each project. Sustaining capital costs are relevant to the AISC metric as these are needed to maintain the Company's current gold operations and provide improved transparency related to our ability to finance these expenditures from current operations. The allocation of these costs to gold and copper is determined using the same allocation used in the allocation of CAS between gold and copper at the Phoenix, Boddington, and Batu Hijau mines.

Three Months Ended March 31, 2014	Costs Applicable to Sales <sup>(1)(2)(3)</sup>	Remediation Costs <sup>(4)</sup>	Advanced Projects and Exploration	General and Administrative	Other Expense, Net <sup>(5)</sup>	Treatment and Refining Costs	Sustaining Capital <sup>(6)</sup>	All-In Sustaining Costs	Ounces (000)/ Pounds (millions) Sold <sup>(7)</sup>	All-In Sustaining Costs per oz/lb
<b>GOLD</b>										
Carlin	\$ 192	\$ 1	\$ 4	\$ —	\$ 1	\$ —	\$ 20	\$ 218	228	\$ 956
Phoenix	34	—	1	—	1	2	7	45	55	818
Twin Creeks	55	1	1	—	1	—	32	90	103	874
La Herradura	16	1	4	—	—	—	4	25	23	1,087
Other North America	—	—	6	—	3	—	5	14	—	—
North America	297	3	16	—	6	2	68	392	409	958
Yanacocha	221	30	7	—	9	—	14	281	206	1,364
Other South America	—	—	8	—	—	—	—	8	—	—
South America	221	30	15	—	9	—	14	289	206	1,403
Attributable to Newmont								150	106	1,415
Boddington	142	3	—	—	1	1	15	162	167	970
Tanami	55	1	1	—	1	—	20	78	81	963
Jundee	42	3	1	—	—	—	7	53	63	841
Waihi	19	—	—	—	—	—	1	20	25	800
Kalgoorlie	77	1	1	—	—	—	2	81	92	880
Other Australia/New Zealand	—	—	1	—	8	—	—	9	—	—
Australia/New Zealand	335	8	4	—	10	1	45	403	428	942
Batu Hijau	8	1	—	—	1	1	2	13	6	2,167
Indonesia	8	1	—	—	1	1	2	13	6	2,167
Attributable to Newmont								7	3	2,167
Ahafo	61	1	9	—	3	—	21	95	110	864
Akyem	38	—	—	—	3	—	2	43	119	361
Other Africa	—	—	2	—	1	—	—	3	—	—
Africa	99	1	11	—	7	—	23	141	229	616
Corporate and Other	—	—	29	45	6	—	4	84	—	—
Total Gold	960	43	75	45	39	4	156	1,322	1,278	1,034
Attributable to Newmont								\$ 1,177	1,175	\$ 1,002
<b>COPPER</b>										
Phoenix	26	—	—	—	—	1	1	\$ 28	11	\$ 2.55
Boddington	40	1	—	—	—	5	3	49	15	3.27
Batu Hijau	57	5	1	—	7	5	13	88	19	4.63
Total Copper	123	6	1	—	7	11	17	165	45	3.67
Attributable to Newmont								\$ 120	35	\$ 3.43
Consolidated	\$ 1,083	\$ 49	\$ 76	\$ 45	\$ 46	\$ 15	\$ 173	\$ 1,487		

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) Includes by-product credits of \$23.

(3) Includes planned stockpile and leach pad inventory adjustments of \$20 at Carlin, \$2 at Twin Creeks, \$35 at Yanacocha, \$25 at Boddington, and \$29 at Batu Hijau.

(4) Remediation costs include operating accretion of \$18 and amortization of asset retirement costs of \$31.

(5) Other expense, net is adjusted for restructuring of \$7.

(6) Excludes development capital expenditures, capitalized interest, and the decrease in accrued capital of \$62. The following are major development projects; Turf Vent Shaft, Conga, and Merian for 2014.

(7) Excludes attributable gold sales from La Zanja and Duketon.

Three Months Ended March 31, 2013	Costs Applicable to Sales <sup>(1)(2)(3)</sup>	Remediation Costs <sup>(4)</sup>	Advanced Projects and Exploration	General and Administrative	Other Expense, Net <sup>(5)</sup>	Treatment and Refining Costs	Sustaining Capital <sup>(6)</sup>	All-In Sustaining Costs	Ounces (000)/ Pounds (millions) Sold <sup>(7)</sup>	All-In Sustaining Costs per oz/lb
<b>GOLD</b>										
Carlin	\$ 179	\$ 1	\$ 11	\$ —	\$ 2	\$ —	\$ 34	\$ 227	222	\$ 1,023
Phoenix	41	—	3	—	1	2	1	48	34	1,412
Twin Creeks	52	1	3	—	1	—	19	76	96	792
La Herradura	40	—	6	—	—	—	9	55	56	982
Other North America	—	—	8	—	2	—	3	13	—	—
North America	312	2	31	—	6	2	66	419	408	1,027
Yanacocha	160	23	13	—	10	—	37	243	278	874
Other South America	—	—	3	—	—	—	—	3	—	—
South America	160	23	16	—	10	—	37	246	278	885
Attributable to Newmont								127	143	888
Boddington	174	2	—	—	—	1	22	199	200	995
Tanami	75	1	2	—	—	—	23	101	60	1,683
Jundee	54	4	4	—	—	—	12	74	76	974
Waihi	28	1	1	—	—	—	2	32	30	1,067
Kalgoorlie	75	2	1	—	—	—	2	80	74	1,081
Other Australia/New Zealand	—	—	4	—	9	—	1	14	—	—
Australia/New Zealand	406	10	12	—	9	1	62	500	440	1,136
Batu Hijau	7	—	1	—	2	1	3	14	7	2,000
Indonesia	7	—	1	—	2	1	3	14	7	2,000
Attributable to Newmont								7	3	2,000
Ahafo	66	1	13	—	—	—	42	122	119	1,025
Akyem	—	—	3	—	—	—	—	3	—	—
Other Africa	—	—	2	—	7	—	—	9	—	—
Africa	66	1	18	—	7	—	42	134	119	1,126
Corporate and Other	—	—	27	56	6	—	2	91	—	—
Total Gold	951	36	105	56	40	4	212	1,404	1,252	1,121
Attributable to Newmont								\$ 1,278	1,113	\$ 1,148
<b>COPPER</b>										
Phoenix	11	—	1	—	1	1	1	\$ 15	4	\$ 3.75
Boddington	48	1	—	—	—	5	5	59	20	2.95
Batu Hijau	47	2	5	—	5	6	20	85	23	3.70
Total Copper	106	3	6	—	6	12	26	159	47	3.38
Attributable to Newmont								115	35	\$ 3.29
Consolidated	\$ 1,057	\$ 39	\$ 111	\$ 56	\$ 46	\$ 16	\$ 238	\$ 1,563		

(1) Excludes *Amortization* and *Reclamation and remediation*.

(2) Includes by-product credits of \$30.

(3) Includes stockpile and leach pad inventory adjustments of \$4 at Yanacocha, \$1 at Tanami, and \$2 at Waihi

(4) Remediation costs include operating accretion of \$15 and amortization of asset retirement costs of \$24.

(5) Other expense, net is adjusted for restructuring of \$9 and TMAC transaction costs of \$45.

(6) Excludes development capital expenditures, capitalized interest, and the decrease in accrued capital of \$272. The following are major development projects; Phoenix Copper Leach, Turf Vent Shaft, Vista Vein, La Herradura Mill, Yanacocha Bio Leach, Conga, Merian, Ahafo North, Ahafo Mill Expansion, Subika Underground, and Akyem for 2013.

(7) Excludes attributable gold sales from La Zanja and Duketon.

### *Operating margin per ounce/pound*

Operating margin per ounce/pound are non-GAAP financial measures. These measures are calculated by subtracting the costs applicable to sales per ounce of gold and per pound of copper from the average realized gold price per ounce and copper price per pound, respectively. These measures are calculated on a consistent basis for the periods presented on a consolidated basis. Operating margin per ounce/pound statistics are intended to provide additional information only and do not have any standardized meaning prescribed by GAAP and should not be considered in isolation or as a substitute for measures of performance prepared in accordance with GAAP. The measures are not necessarily indicative of operating profit or cash flow from operations as determined under GAAP. Other companies may calculate these measures differently. Operating margin per ounce/pound is calculated as follows:

	Gold		Copper	
	Three Months Ended March 31,		Three Months Ended March 31,	
	2014	2013	2014	2013
Average realized price per ounce/pound	\$ 1,293	\$ 1,631	\$ 2.50	\$ 3.12
Costs applicable to sales per ounce/pound	(751)	(760)	(2.71)	(2.27)
Operating margin per ounce/pound	<u>\$ 542</u>	<u>\$ 871</u>	<u>\$ (0.21)</u>	<u>\$ 0.85</u>

### **Safe Harbor Statement**

Certain statements contained in this report (including information incorporated by reference) 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. Our forward-looking statements include, without limitation: (a) statements regarding future earnings, and the sensitivity of earnings to gold and other metal prices; (b) estimates of future mineral production and sales for specific operations and on a consolidated basis; (c) estimates of future production costs and other expenses, for specific operations and on a consolidated basis; (d) estimates of future cash flows and the sensitivity of cash flows to gold and other metal prices; (e) estimates of future capital expenditures and other cash needs for specific operations and on a consolidated basis and expectations as to the funding thereof; (f) statements as to the projected development of certain ore deposits, including estimates of development and other capital costs, financing plans for these deposits, and expected production commencement dates; (g) estimates of future costs and other liabilities for certain environmental matters; (h) estimates of reserves, and statements regarding future exploration results and reserve replacement; (i) statements regarding modifications to Newmont’s hedge positions; (j) statements regarding future transactions relating to portfolio management or rationalization efforts; and (k) projected synergies and costs associated with acquisitions and related matters.

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. Important factors that could cause actual results to differ materially from such forward-looking statements (“cautionary statements”) are disclosed under “Risk Factors” in the Newmont Annual Report on Form 10-K for the year ended December 31, 2013, as well as in other filings with the Securities and Exchange Commission. Many of these factors are beyond Newmont’s 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 the cautionary statements. Newmont 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.

**ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK** (dollars in millions, except per ounce and per pound amounts).

**Metal Prices**

Changes in the market price of gold significantly affect our profitability and cash flow. Gold prices can fluctuate widely due to numerous factors, such as demand; forward selling by producers; central bank sales, purchases and lending; investor sentiment; the strength of the U.S. dollar; inflation, deflation, or other general price instability; and global mine production levels. Changes in the market price of copper also affect our profitability and cash flow. Copper is traded on established international exchanges and copper prices generally reflect market supply and demand, but can also be influenced by speculative trading in the commodity or by currency exchange rates.

Decreases in the market price of gold and copper can also significantly affect the value of our product inventory and stockpiles and it may be necessary to record a write-down to the net realizable value (“NRV”). NRV represents the estimated future sales price based on short-term and long-term metals prices, less estimated costs to complete production and bring the product to sale. The primary factors that influence the need to record write-downs of stockpiles and product inventory include short-term and long-term metals prices and costs for production inputs such as labor, fuel and energy, materials and supplies, as well as realized ore grades and recovery rates. The significant assumptions in determining the stockpile NRV for each mine site reporting unit at March 31, 2014 included production cost and capitalized expenditure assumptions unique to each operation, a long-term gold price of \$1,300 per ounce, a long-term copper price of \$3.00 per pound and an Australian to U.S. dollar exchange rate of \$ 0.920.

The NRV measurement involves the use of estimates and assumptions unique to each mining operation regarding current and future operating and capital costs, metal recoveries, production levels, commodity prices, proven and probable reserve quantities, engineering data and other factors. A high degree of judgment is involved in determining such assumptions and estimates and no assurance can be given that actual results will not differ significantly from those estimates and assumptions.

**Hedging**

Our strategy is to provide shareholders with leverage to changes in gold and copper prices by selling our production at spot market prices. Consequently, we do not hedge our gold and copper sales. We have and will continue to manage certain risks associated with commodity input costs, interest rates and foreign currencies using the derivative market.

By using derivatives, we are affected by credit risk, market risk and market liquidity risk. Credit risk is the risk that a third party might fail to fulfill its performance obligations under the terms of a financial instrument. We mitigate credit risk by entering into derivatives with high credit quality counterparties, limiting the amount of exposure to each counterparty, and monitoring the financial condition of the counterparties. Market risk is the risk that the fair value of a derivative might be adversely affected by a change in underlying commodity prices, interest rates, or currency exchange rates, and that this in turn affects our financial condition. We manage market risk by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken. We mitigate this potential risk to our financial condition by establishing trading agreements with counterparties under which we are not required to post any collateral or make any margin calls on our derivatives. Our counterparties cannot require settlement solely because of an adverse change in the fair value of a derivative. Market liquidity risk is the risk that a derivative cannot be eliminated quickly, by either liquidating it or by establishing an offsetting position. Under the terms of our trading agreements, counterparties cannot require us to immediately settle outstanding derivatives, except upon the occurrence of customary events of default such as covenant breaches, including financial covenants, insolvency or bankruptcy. We further mitigate market liquidity risk by spreading out the maturity of our derivatives over time.

## Cash Flow Hedges

### Foreign Currency Exchange Risk

We had the following foreign currency derivative contracts outstanding at March 31, 2014:

	Expected Maturity Date					Total Average
	2014	2015	2016	2017	2018	
<b>A\$ Operating Fixed Forward Contracts:</b>						
A\$ notional (millions)	234	270	158	105	6	773
Average rate (\$/A\$)	1.00	0.98	0.95	0.93	0.92	0.97
Expected hedge ratio	20%	18%	11%	7%	4%	
<b>NZ\$ Operating Fixed Forward Contracts:</b>						
NZ\$ notional (millions)	46	39	2	—	—	87
Average rate (\$/NZ\$)	0.80	0.79	0.78	—	—	0.79
Expected hedge ratio	57%	32%	9%	—	—	

The fair value of the A\$ foreign currency operating derivative contracts was a net liability position of \$58 at March 31, 2014 and \$96 at December 31, 2013. The fair value of the NZ\$ foreign currency derivative contracts was a net asset position of \$5 at March 31, 2014 and \$1 at December 31, 2013.

### Diesel Price Risk

We had the following diesel derivative contracts outstanding at March 31, 2014:

	Expected Maturity Date					Total Average
	2014	2015	2016	2017		
<b>Diesel Fixed Forward Contracts:</b>						
Diesel gallons (millions)	17	16	8	1		42
Average rate (\$/gallon)	2.86	2.77	2.68	2.61		2.79
Expected hedge ratio	58%	42%	21%	3%		

The fair value of the diesel derivative contracts was nil at March 31, 2014 and a net asset position of \$4 at December 31, 2013.

### Commodity Price Risk

Our provisional copper and gold sales contain an embedded derivative that is required to be separated from the host contract for accounting purposes. The host contract is the receivable from the sale of the gold and copper concentrates at the prevailing indices' prices at the time of sale. The embedded derivative, which does not qualify for hedge accounting, is marked to market through earnings each period prior to final settlement.

London Metal Exchange ("LME") copper prices averaged \$3.19 per pound during the first quarter of 2014, compared with our recorded average provisional price of \$3.12 per pound before mark-to-market adjustments and treatment and refining charges. During the first quarter of 2014, changes in copper prices resulted in a provisional pricing mark-to-market loss of \$17 (\$0.37 per pound). At March 31, 2014, we had copper sales of 63 million pounds priced at an average of \$3.02 per pound, subject to final pricing over the next several months. Each \$0.10 change in the price for provisionally priced sales would have an approximate \$3 effect on our *Net income attributable to Newmont stockholders*.

The average London P.M. fix for gold was \$1,293 per ounce during the first quarter of 2014, compared with our recorded average provisional price of \$1,292 per ounce before mark-to-market adjustments and treatment and refining charges. During the first quarter of 2014, changes in gold prices resulted in a provisional pricing mark-to-market gain of \$4 (\$4 per ounce). At March 31, 2014, we had gold sales of 130,000 ounces priced at an average of \$1,295 per ounce, subject to final pricing over the next several months. Each \$25 change in the price for provisionally priced gold sales would have an approximate \$2 effect on our *Net income attributable to Newmont stockholders*.

#### **ITEM 4. CONTROLS AND PROCEDURES.**

During the fiscal period covered by this report, the Company's management, with the participation of the Chief Executive Officer and Chief Financial Officer of the Company, carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")). Based on such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the required time periods and are designed to ensure that information required to be disclosed in its reports is accumulated and communicated to the Company's management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

## PART II—OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

Information regarding legal proceedings is contained in Note 26 to the Condensed Consolidated Financial Statements contained in this Report and is incorporated herein by reference.

### ITEM 1A. RISK FACTORS.

There were no material changes to the risk factors disclosed in Item 1A of Part 1 in our Annual Report on Form 10-K for the year ended December 31, 2013, as filed with the SEC on February 20, 2014.

### ITEM 2. ISSUER PURCHASES OF EQUITY SECURITIES.

<u>Period</u>	<u>(a)</u> <u>Total</u> <u>Number of</u> <u>Shares</u> <u>Purchased</u>	<u>(b)</u> <u>Average</u> <u>Price</u> <u>Paid Per</u> <u>Share</u>	<u>(c)</u> <u>Total Number of</u> <u>Shares Purchased</u> <u>as Part of</u> <u>Publicly</u> <u>Announced Plans</u> <u>or Programs</u>	<u>(d)</u> <u>Maximum Number (or</u> <u>Approximate Dollar Value)</u> <u>of Shares that may yet be</u> <u>Purchased under the</u> <u>Plans or Programs</u>
January 1, 2014 through January 31, 2014	—	—	—	N/A
February 1, 2014 through February 28, 2014	—	—	—	N/A
March 1, 2014 through March 31, 2014	—	—	—	N/A

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

### ITEM 4. MINE SAFETY DISCLOSURES

At Newmont, safety is a core value and we strive for superior performance. Our health and safety management system, which includes detailed standards and procedures for safe production, addresses topics such as employee training, risk management, workplace inspection, emergency response, accident investigation and program auditing. In addition to strong leadership and involvement from all levels of the organization, these programs and procedures form the cornerstone of safety at Newmont, ensuring that employees are provided a safe and healthy environment and are intended to reduce workplace accidents, incidents and losses, comply with all mining-related regulations and provide support for both regulators and the industry to improve mine safety.

In addition, we have established our “Rapid Response” process to mitigate and prevent the escalation of adverse consequences if existing risk management controls fail, particularly if an incident may have the potential to seriously impact the safety of employees, the community or the environment. This process provides appropriate support to an affected site to complement their technical response to an incident, so as to reduce the impact by considering the environmental, strategic, legal, financial and public image aspects of the incident, to ensure communications are being carried out in accordance with legal and ethical requirements and to identify actions in addition to those addressing the immediate hazards.

The operation of our U.S. based mines is subject to regulation by the Federal Mine Safety and Health Administration (“MSHA”) under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”). MSHA inspects our mines on a regular basis and issues various citations and orders when it believes a violation has occurred under the Mine Act. Following passage of The Mine Improvement and New Emergency Response Act of 2006, MSHA significantly increased the numbers of citations and orders charged against mining operations. The dollar penalties assessed for citations issued has also increased in recent years.

Newmont is required to report certain mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K, and that required information is included in Exhibit 95 and is incorporated by reference into this Quarterly Report.

## **ITEM 5. OTHER INFORMATION.**

### **Compensatory Arrangements of Certain Officers.**

On April 23, 2014, the Board of Directors amended the Newmont Senior Executive Compensation Program of Newmont and the Newmont Strategic Stock Unit Bonus Program for Grades E-5 to E-6 to address the treatment of the strategic stock unit bonus in the event of a change of control. The amended plans provide that upon a change of control the strategic stock unit bonus shall convert to restricted stock units at target level with a vesting period for the remainder of the one year performance period and the following two years. Additionally, the Board amended the Newmont Senior Executive Compensation Program of Newmont to address the treatment of the performance leveraged stock unit bonus in the first year of the three year performance period in the event of a change in control, to align it with the treatment of performance leveraged stock unit bonuses in years two and three of the performance period. Specifically, in the event of a change of control the performance leveraged stock unit bonuses for all years (previously the program excluded the performance leveraged stock unit bonus in the first year) shall be determined using the change in control price with a pro-rata actual payout immediately delivered in common stock for the percentage of the three year performance period that has elapsed and the remainder of the performance leveraged stock unit bonus converting to restricted stock units that shall cliff vest at the end of the three year performance period. Finally, the Board amended the Newmont Section 16 Officer and Senior Executive Annual Incentive Compensation Program to provide that upon a change of control, each eligible employee shall become entitled to the payment of a target annual bonus if a change of control occurs between September 1 and December 31, and pro-rata target bonus if a change of control occurs between January 1 and August 31.

### **Amendment to the Registrant's Code of Ethics.**

On April 23, 2014, our Board approved a new Code of Conduct, which will be made available on [www.newmont.com](http://www.newmont.com) under the Investor Relations/Governance section. It provides clear guidance on the behaviors Newmont employees and those engaged in activities on our behalf must demonstrate at all times. Our Board and executive leadership are committed to making sure Newmont is a leader in how we conduct ourselves. Through strong ethical business practices and strict compliance with the law, we generate sustainable value for all our stakeholders.

## **ITEM 6. EXHIBITS.**

(a) The exhibits to this report are listed in the Exhibit Index.

## SIGNATURES

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

NEWMONT MINING CORPORATION  
(Registrant)

Date: April 24, 2014

/s/ LAURIE BRLAS

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**Laurie Brlas**  
**Executive Vice President and Chief Financial Officer**  
**(Principal Financial Officer)**

Date: April 24, 2014

/s/ CHRISTOPHER S. HOWSON

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**Christopher S. Howson**  
**Vice President and Controller**  
**(Principal Accounting Officer)**

## EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	— 2014 Form of Award Agreement used for Executive Officers to grant restricted stock units, pursuant to Registrant's 2013 Stock Incentive Plan, filed herewith.
10.2	— 2014 Form of Award Agreement used for Executive Officers to grant restricted stock units, pursuant to Registrant's 2013 Stock Incentive Plan, filed herewith.
10.3	— Strategic Stock Unit Bonus Program for Grades E-5 to E-6 of Registrant, effective January 1, 2014, filed herewith.
10.4	— Section 16 Officer and Senior Executive Annual Incentive Compensation Program of Registrant, effective January 1, 2014, filed herewith.
10.5	— Senior Executive Compensation Program of Registrant, as amended and restated effective January 1, 2014, filed herewith.
10.6	— Term Loan Credit Agreement dated March 31, 2014, by and among Newmont Mining Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed with the Securities and Exchange Commission on April 2, 2014.
10.7	— Second Amendment, dated March 31, 2014, to the Credit Agreement dated May 20, 2011, by and among Newmont Mining Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent. Incorporated by reference to Exhibit 10.2 to the Registrant's Form 8-K filed with the Securities and Exchange Commission on April 2, 2014.
10.8	— Second Reaffirmation Agreement, dated March 31, 2014, by Newmont USA Limited and JPMorgan Chase Bank, N.A., as Administrative Agent. Incorporated by reference to Exhibit 10.3 to the Registrant's Form 8-K filed with the Securities and Exchange Commission on April 2, 2014.
12.1	— Computation of Ratio of Earnings to Fixed Charges, filed herewith.
14.1	— Code of Conduct of the Registrant, filed herewith.
31.1	— Certification Pursuant to Rule 13A-14 or 15-D-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 signed by the Principal Executive Officer, filed herewith.
31.2	— Certification Pursuant to Rule 13A-14 or 15-D-14 of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 signed by the Principal Financial Officer, filed herewith.
32.1	— Statement Required by 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 signed by the Principal Executive Officer, filed herewith. <sup>(1)</sup>
32.2	— Statement Required by 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 signed by the Principal Financial Officer, filed herewith. <sup>(1)</sup>
95	— Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, filed herewith.

101	—	101.INS	XBRL Instance
		101.SCH	XBRL Taxonomy Extension Schema
		101.CAL	XBRL Taxonomy Extension Calculation
		101.LAB	XBRL Taxonomy Extension Labels
		101.PRE	XBRL Taxonomy Extension Presentation
		101.DEF	XBRL Taxonomy Extension Definition

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<sup>(1)</sup> This document is being furnished in accordance with SEC Release Nos. 33-8212 and 34-47551.

**NEWMONT MINING CORPORATION  
2013 STOCK INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

This Agreement (“Agreement”), dated February 26, 2014, is made between Newmont Mining Corporation (“Newmont”) and “Executive,” as specified in his or her Grant Summary and Grant Acknowledgment (collectively, the “Grant Acknowledgment”). The Grant Acknowledgment is set forth on the Computershare—Employee Online webpage.

The Grant Acknowledgment is incorporated by reference herein. This Agreement shall be deemed executed by Executive upon his or her electronic execution of the Grant Acknowledgment. All capitalized terms that are not defined herein shall have the meaning as defined in the Newmont Mining Corporation 2013 Stock Incentive Plan (“Plan”).

**1. Award of Restricted Stock Units.** Newmont hereby grants to Executive the right to receive from Newmont the number of shares of \$1.60 par value Common Stock of Newmont (the “Restricted Stock Units” or “RSU’s”) (rounded down to the nearest whole share) specified in the Grant Acknowledgment, pursuant to the terms and subject to the conditions and restrictions set forth in this Agreement and the Plan, including the Vesting Period, as such term is defined in this Agreement, and in connection with such award, Newmont and Executive hereby agree as follows:

**2. Vesting Period.** The Vesting Period shall commence on the date of this Agreement and shall end on the dates set forth below as to that percentage of the total shares of Common Stock subject to this Agreement set forth opposite each such date:

<u>Date</u>	<u>Percentage Vested</u>
February 26, 2015	33%
February 26, 2016	33%
February 26, 2017	34%

**3. Termination of Employment for death, disability, and following change of control.** Notwithstanding the foregoing, if (i) Executive dies, or (ii) Executive’s employment by Newmont or any Subsidiary terminates by reason of (a) disability (as determined under the terms of the Long-Term Disability Plan of Newmont), or (b) termination of employment entitling Executive to benefits under an Executive Change of Control Plan of Newmont, in any such case prior to the completion of the Vesting Period, the Vesting Period shall terminate, and all RSUs not theretofore forfeited in accordance with this Agreement shall become fully vested and nonforfeitable, as of the date of Executive’s death or other termination of employment, referred to in clause (i) or (ii) above.

**Separation of Employment under a Severance Plan of Newmont or Retirement.** Notwithstanding the foregoing, if Executive ceases to be employed by Newmont and/or a Subsidiary prior to completion of the Vesting Period as a result of: a) a termination of employment entitling Executive to benefits under a Severance Plan of Newmont, or; b) retirement under the Pension Plan of Newmont entitling Executive to an immediate pension (not including stable value retirement unless Executive has reached the age of 65 or retirement under the International Retirement Plan of Newmont (“IRP”) entitling Executive to 100% vesting in the IRP supplemental amount), the Vesting Period shall terminate for a pro-rata percentage of the shares granted, based upon the date of grant and separation date, in accordance with the following formula:

$$\text{Shares vested} = \left[ \begin{array}{c} \text{Total Shares} \\ \text{Covered by} \\ \text{This Grant} \\ \text{Agreement} \end{array} \times \frac{\begin{array}{c} \text{Days Elapsed From} \\ \text{Date of Grant to Date} \\ \text{of Termination of} \\ \text{Employment} \end{array}}{1095} \right] - \text{Prior Vestings}$$

If Executive ceases to be employed by Newmont and/or a Subsidiary prior to the completion of the Vesting Period under circumstances other than those set forth above, namely death, disability, termination qualifying for benefits under the Executive Change of Control Plan of Newmont applicable to Executive or separation qualifying for benefits under the Executive Severance Plan of Newmont or retirement as stated above, Executive agrees that any unvested RSUs will be immediately and unconditionally forfeited without any action required by Executive or Newmont, to the extent that the Vesting Period had not ended in accordance with Paragraph 2 as of the date of such cessation of employment.

**4. No Ownership Rights Prior to Issuance of Common Stock.** Executive shall not have any rights as a shareholder of Newmont with respect to the shares of Common Stock underlying the RSUs, including but not limited to the right to vote with respect to such shares of Common Stock, until and after the shares of Common Stock have been actually issued to Executive and transferred on the books and records of Newmont; *provided, however,* upon vesting of the RSUs pursuant to the Vesting Period, or Executive’s earlier termination of employment under circumstances entitling Executive to vest in the RSUs pursuant to Paragraph 3, Newmont shall make a cash payment to the Executive equal to any dividends paid with respect to shares of Common Stock underlying such RSUs from the date of this Agreement until the date such RSUs vest, minus any applicable taxes.

**5. Withholding Taxes.** Upon vesting pursuant to the Vesting Period, or Executive’s earlier termination of employment under circumstances entitling Executive to vest in the RSUs pursuant to Paragraph 3, Executive shall be entitled to receive the shares of Common Stock, less an amount of shares of Common Stock with a Fair Market Value on the date of vesting equal to the minimum required withholding obligation taking into account Executive’s effective tax rate and all applicable federal, state, local and foreign taxes, and Executive shall be entitled to receive the net number of shares of Common Stock after withholding of shares for taxes unless such tax obligations are satisfied in accordance with Paragraph 6. Notwithstanding the foregoing, to the extent any such taxes are required by law to be withheld with respect to the Restricted Stock Units prior to the end of the Vesting Period, Executive agrees that Newmont may withhold such amount for taxes through payroll services from other cash compensation payable to Executive from Newmont.

**6. Delivery of Shares of Common Stock.** As soon as reasonably practicable following the date of vesting pursuant to the Vesting Period, or Executive's earlier termination of employment or other event entitling Executive to vest in the RSUs pursuant to Paragraph 3, subject to Section 9(i), Newmont shall cause to be delivered to Executive a stock certificate or electronically deliver shares through a direct registration system for the number of shares of Common Stock (net of tax withholding as provided in Paragraph 5) deliverable to Executive in accordance with the provisions of this Agreement; *provided, however*, that Newmont may allow Executive to elect to have shares of Common Stock, which are deliverable in accordance with the provisions of this Agreement upon vesting (or a portion of such shares at least sufficient to satisfy Executive's tax withholding obligations with respect to such Common Stock), sold on behalf of Executive, with the cash proceeds thereof, net of tax withholding, remitted to Executive, in lieu of Executive receiving a stock certificate or electronic delivery of shares in a direct registration system.

**7. Nontransferability.** Executive's interest in the RSUs and any shares of Common Stock relating thereto may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated otherwise than by will or by the laws of descent and distribution, prior to such time as the shares of Common Stock have actually been issued and delivered to Executive.

**8. Acknowledgements.** Executive acknowledges receipt of and understands and agrees to the terms of the RSUs award and the Plan. In addition to the above terms, Executive understands and agrees to the following:

(a) Executive hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and provisions thereof, including the terms and provisions adopted after the date of this Agreement but prior to the completion of the Vesting Period. If and to the extent that any provision contained in this Agreement is inconsistent with the Plan, the Plan shall govern.

(b) Executive acknowledges that as of the date of this Agreement, the Agreement, the Grant Acknowledgement and the Plan set forth the entire understanding between Executive and Newmont regarding the acquisition of shares of Common Stock underlying the RSUs in Newmont and supersedes all prior oral and written agreements pertaining to the RSUs.

(c) Executive understands that his or her employer, Newmont and its Subsidiaries hold certain personal information about Executive, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title and details of all RSUs or other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding ("personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about Executive. Executive hereby gives explicit consent to Newmont and any of its Subsidiaries to process any such personal data and/or sensitive personal data. Executive also hereby gives explicit consent to Newmont to transfer any such personal data and/or sensitive personal data outside the country in which Executive is employed, including, but not limited to the United States. The legal persons for whom such personal data are intended include, but are not limited to Newmont and its agent, Computershare Investor Services. Executive has been informed of his or her right of access and correction to his or her personal data by applying to Director of Compensation, Newmont Corporate.

(d) Executive understands that Newmont has reserved the right to amend or terminate the Plan at any time, and that the award of RSUs under the Plan at one time does not in any way obligate Newmont or its Subsidiaries to grant additional RSUs in any future year or in any given amount. Executive acknowledges and understands that the RSUs are awarded in connection with Executive's status as an employee of his or her employer and can in no event be interpreted or understood to mean that Newmont is Executive's employer or that there is an employment relationship between Executive and Newmont. Executive further acknowledges and understands that Executive's participation in the Plan is voluntary and that the RSUs and any future RSUs under the Plan are wholly discretionary in nature, the value of which do not form part of any normal or expected compensation for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, other than to the extent required by local law.

(e) Executive acknowledges and understands that the future value of the shares of Common Stock acquired by Executive under the Plan is unknown and cannot be predicted with certainty and that no claim or entitlement to compensation or damages arises from the forfeiture of the RSUs or termination of the Plan or the diminution in value of any shares of Common Stock acquired under the Plan and Executive irrevocably releases Newmont and its Subsidiaries from any such claim that may arise.

(f) Executive acknowledges that the vesting of the RSUs ceases upon the earlier of termination of employment or receipt of notice of termination of employment for any reason, except as may otherwise be explicitly provided herein, and the Executive irrevocably waives any right to the contrary under applicable law.

(g) Executive acknowledges that the Executive's acceptance of the RSUs, including the terms and conditions herein, is voluntary.

### **9. Miscellaneous**

(a) **No Right to Continued Employment.** Neither the RSUs nor any terms contained in this Agreement shall confer upon Executive any expressed or implied right to be retained in the service of any Subsidiary for any period at all, nor restrict in any way the right of any such Subsidiary, which right is hereby expressly reserved, to terminate his or her employment at any time with or without cause. Executive acknowledges and agrees that any right to receive delivery of shares of Common Stock is earned only by continuing as an employee of a Subsidiary at the will of such Subsidiary, or satisfaction of any other applicable terms and conditions contained in this Agreement and the Plan, and not through the act of being hired, being granted the RSUs or acquiring shares of Common Stock hereunder.

(b) **Compliance with Laws and Regulations.** The award of the RSUs to Executive and the obligation of Newmont to deliver shares of Common Stock hereunder shall be subject to (a) all applicable federal, state, local and foreign laws, rules and regulations, and (b) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Newmont Committee shall, in its sole discretion, determine to be necessary or applicable. Moreover, shares of Common Stock shall not be delivered hereunder if such delivery would be contrary to applicable law or the rules of any stock exchange.

(c) **Investment Representation.** If at the time of delivery of shares of Common Stock, the Common Stock is not registered under the Securities Act of 1933, as amended (the “Securities Act”), and/or there is no current prospectus in effect under the Securities Act with respect to the Common Stock, Executive shall execute, prior to the delivery of any shares of Common Stock to Executive by Newmont, an agreement (in such form as the Newmont Committee may specify) in which Executive represents and warrants that Executive is purchasing or acquiring the shares acquired under this Agreement for Executive’s own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Executive shall, prior to any offer for sale of such shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Newmont Committee, from counsel for or approved by the Newmont Committee, as to the applicability of such exemption thereto.

(d) **Definitions.** All capitalized terms that are used in this Agreement that are not defined herein have the meanings defined in the Plan. In the event of a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail.

(e) **Notices.** Any notice or other communication required or permitted hereunder shall, if to Newmont, be in accordance with the Plan, and, if to Executive, be in writing and delivered in person or by registered or certified mail or overnight courier, postage prepaid, addressed to Executive at his or her last known address as set forth in Newmont’s records.

(f) **Severability.** If any of the provisions of this Agreement should be deemed unenforceable, the remaining provisions shall remain in full force and effect.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(h) **Transferability of Agreement.** This Agreement may not be transferred, assigned, pledged or hypothecated by either party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, including, in the case of Executive, his or her estate, heirs, executors, legatees, administrators, designated beneficiary and personal representatives. Nothing contained in this Agreement shall be deemed to prevent transfer of the RSUs in the event of Executive’s death in accordance with Section 14(b) of the Plan.

(i) **Specified Employee Delay.** If Newmont determines that settlement of RSUs hereunder (i) constitutes a deferral of compensation for purposes of Section 409A of the Internal Revenue Code (the “Code”), (ii) is made to Executive by reason of his or her “separation from service” (within the meaning of Code Section 409A), and (iii) Executive is a “specified employee” (within the meaning of Code Section 409A) at the time settlement would otherwise occur, transfers of Common Stock will be delayed until the first day of the seventh month following the date of such separation from service or, if earlier, on Executive’s death.

(j) **Modification.** Except as otherwise permitted by the Plan, this Agreement may not be modified or amended, nor may any provision hereof be waived, in any way except in writing signed by the parties hereto. Notwithstanding any other provision of this Agreement to the contrary, the Committee may amend this Agreement to the extent it determines necessary or appropriate to comply with the requirements of Code Section 409A and the guidance thereunder and any such amendment shall be binding on Executive.

IN WITNESS WHEREOF, pursuant to Executive's Grant Acknowledgement (including without limitation, the Terms and Conditions section hereof), incorporated herein by reference, and electronically executed by Executive, Executive agrees to the terms and conditions of this Award Agreement.

**NEWMONT MINING CORPORATION  
2013 STOCK INCENTIVE PLAN  
RESTRICTED STOCK UNIT AGREEMENT**

This Agreement (“Agreement”), dated February 26, 2014, is made between Newmont Mining Corporation (“Newmont”) and “Executive,” as specified in his or her Grant Summary and Grant Acknowledgment (collectively, the “Grant Acknowledgment”). The Grant Acknowledgment is set forth on the Computershare—Employee Online webpage.

The Grant Acknowledgment is incorporated by reference herein. This Agreement shall be deemed executed by Executive upon his or her electronic execution of the Grant Acknowledgment. All capitalized terms that are not defined herein shall have the meaning as defined in the Newmont Mining Corporation 2013 Stock Incentive Plan (“Plan”).

**1. Award of Restricted Stock Units.** Newmont hereby grants to Executive the right to receive from Newmont the number of shares of \$1.60 par value Common Stock of Newmont (the “Restricted Stock Units” or “RSU’s”) (rounded down to the nearest whole share) specified in the Grant Acknowledgment, pursuant to the terms and subject to the conditions and restrictions set forth in this Agreement and the Plan, including the Vesting Period, as such term is defined in this Agreement, and in connection with such award, Newmont and Executive hereby agree as follows:

**2. Vesting Period.** The Vesting Period shall commence on the date of this Agreement and shall end on the dates set forth below as to that percentage of the total shares of Common Stock subject to this Agreement set forth opposite each such date:

<u>Date</u>	<u>Percentage Vested</u>
February 26, 2015	50%
February 26, 2016	50%

**3. Termination of Employment for death, disability, and following change of control.** Notwithstanding the foregoing, if (i) Executive dies, or (ii) Executive’s employment by Newmont or any Subsidiary terminates by reason of (a) disability (as determined under the terms of the Long-Term Disability Plan of Newmont), or (b) termination of employment entitling Executive to benefits under an Executive Change of Control Plan of Newmont, in any such case prior to the completion of the Vesting Period, the Vesting Period shall terminate, and all RSUs not theretofore forfeited in accordance with this Agreement shall become fully vested and nonforfeitable, as of the date of Executive’s death or other termination of employment, referred to in clause (i) or (ii) above.

**Separation of Employment under a Severance Plan of Newmont or Retirement.** Notwithstanding the foregoing, if Executive ceases to be employed by Newmont and/or a Subsidiary prior to completion of the Vesting Period as a result of: a) a termination of employment entitling Executive to benefits under a Severance Plan of Newmont, or; b) retirement under the Pension Plan of Newmont entitling Executive to an immediate pension (not including stable value retirement unless Executive has reached the age of 65 or retirement under the International Retirement Plan of Newmont (“IRP”) entitling Executive to 100% vesting in the IRP supplemental amount), the Vesting Period shall terminate for a pro-rata percentage of the shares granted, based upon the date of grant and separation date, in accordance with the following formula:

$$\text{Shares vested} = \left[ \text{Total Shares Covered by This Grant Agreement} \times \frac{\text{Days Elapsed From Date of Grant to Date of Termination of Employment}}{730} \right] - \text{Prior Vestings}$$

If Executive ceases to be employed by Newmont and/or a Subsidiary prior to the completion of the Vesting Period under circumstances other than those set forth above, namely death, disability, termination qualifying for benefits under the Executive Change of Control Plan of Newmont applicable to Executive or separation qualifying for benefits under the Executive Severance Plan of Newmont or retirement as stated above, Executive agrees that any unvested RSUs will be immediately and unconditionally forfeited without any action required by Executive or Newmont, to the extent that the Vesting Period had not ended in accordance with Paragraph 2 as of the date of such cessation of employment.

**4. No Ownership Rights Prior to Issuance of Common Stock.** Executive shall not have any rights as a shareholder of Newmont with respect to the shares of Common Stock underlying the RSUs, including but not limited to the right to vote with respect to such shares of Common Stock, until and after the shares of Common Stock have been actually issued to Executive and transferred on the books and records of Newmont; *provided, however*, upon vesting of the RSUs pursuant to the Vesting Period, or Executive's earlier termination of employment under circumstances entitling Executive to vest in the RSUs pursuant to Paragraph 3, Newmont shall make a cash payment to the Executive equal to any dividends paid with respect to shares of Common Stock underlying such RSUs from the date of this Agreement until the date such RSUs vest, minus any applicable taxes.

**5. Withholding Taxes.** Upon vesting pursuant to the Vesting Period, or Executive's earlier termination of employment under circumstances entitling Executive to vest in the RSUs pursuant to Paragraph 3, Executive shall be entitled to receive the shares of Common Stock, less an amount of shares of Common Stock with a Fair Market Value on the date of vesting equal to the minimum required withholding obligation taking into account Executive's effective tax rate and all applicable federal, state, local and foreign taxes, and Executive shall be entitled to receive the net number of shares of Common Stock after withholding of shares for taxes unless such tax obligations are satisfied in accordance with Paragraph 6. Notwithstanding the foregoing, to the extent any such taxes are required by law to be withheld with respect to the Restricted Stock Units prior to the end of the Vesting Period, Executive agrees that Newmont may withhold such amount for taxes through payroll services from other cash compensation payable to Executive from Newmont.

**6. Delivery of Shares of Common Stock.** As soon as reasonably practicable following the date of vesting pursuant to the Vesting Period, or Executive's earlier termination of employment or other event entitling Executive to vest in the RSUs pursuant to Paragraph 3, subject to Section 9(i), Newmont shall cause to be delivered to Executive a stock certificate or electronically deliver shares through a direct registration system for the number of shares of Common Stock (net of tax withholding as provided in Paragraph 5) deliverable to Executive in accordance with the provisions of this Agreement; *provided, however*, that Newmont may allow Executive to elect to have shares of Common Stock, which are deliverable in accordance with the provisions of this Agreement upon vesting (or a portion of such shares at least sufficient to satisfy Executive's tax withholding obligations with respect to such Common Stock), sold on behalf of Executive, with the cash proceeds thereof, net of tax withholding, remitted to Executive, in lieu of Executive receiving a stock certificate or electronic delivery of shares in a direct registration system.

**7. Nontransferability.** Executive's interest in the RSUs and any shares of Common Stock relating thereto may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated otherwise than by will or by the laws of descent and distribution, prior to such time as the shares of Common Stock have actually been issued and delivered to Executive.

**8. Acknowledgements.** Executive acknowledges receipt of and understands and agrees to the terms of the RSUs award and the Plan. In addition to the above terms, Executive understands and agrees to the following:

(a) Executive hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all of the terms and provisions thereof, including the terms and provisions adopted after the date of this Agreement but prior to the completion of the Vesting Period. If and to the extent that any provision contained in this Agreement is inconsistent with the Plan, the Plan shall govern.

(b) Executive acknowledges that as of the date of this Agreement, the Agreement, the Grant Acknowledgement and the Plan set forth the entire understanding between Executive and Newmont regarding the acquisition of shares of Common Stock underlying the RSUs in Newmont and supersedes all prior oral and written agreements pertaining to the RSUs.

(c) Executive understands that his or her employer, Newmont and its Subsidiaries hold certain personal information about Executive, including but not limited to his or her name, home address, telephone number, date of birth, social security number, salary, nationality, job title and details of all RSUs or other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding ("personal data"). Certain personal data may also constitute "sensitive personal data" within the meaning of applicable law. Such data include but are not limited to the information provided above and any changes thereto and other appropriate personal and financial data about Executive. Executive hereby gives explicit consent to Newmont and any of its Subsidiaries to process any such personal data and/or sensitive personal data. Executive also hereby gives explicit consent to Newmont to transfer any such personal data and/or sensitive personal data outside the country in which Executive is employed, including, but not limited to the United States. The legal persons for whom such personal data are intended include, but are not limited to Newmont and its agent, Computershare Investor Services. Executive has been informed of his or her right of access and correction to his or her personal data by applying to Director of Compensation, Newmont Corporate.

(d) Executive understands that Newmont has reserved the right to amend or terminate the Plan at any time, and that the award of RSUs under the Plan at one time does not in any way obligate Newmont or its Subsidiaries to grant additional RSUs in any future year or in any given amount. Executive acknowledges and understands that the RSUs are awarded in connection with Executive's status as an employee of his or her employer and can in no event be interpreted or understood to mean that Newmont is Executive's employer or that there is an employment relationship between Executive and Newmont. Executive further acknowledges and understands that Executive's participation in the Plan is voluntary and that the RSUs and any future RSUs under the Plan are wholly discretionary in nature, the value of which do not form part of any normal or expected compensation for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments, other than to the extent required by local law.

(e) Executive acknowledges and understands that the future value of the shares of Common Stock acquired by Executive under the Plan is unknown and cannot be predicted with certainty and that no claim or entitlement to compensation or damages arises from the forfeiture of the RSUs or termination of the Plan or the diminution in value of any shares of Common Stock acquired under the Plan and Executive irrevocably releases Newmont and its Subsidiaries from any such claim that may arise.

(f) Executive acknowledges that the vesting of the RSUs ceases upon the earlier of termination of employment or receipt of notice of termination of employment for any reason, except as may otherwise be explicitly provided herein, and the Executive irrevocably waives any right to the contrary under applicable law.

(g) Executive acknowledges that the Executive's acceptance of the RSUs, including the terms and conditions herein, is voluntary.

### **9. Miscellaneous**

(a) **No Right to Continued Employment.** Neither the RSUs nor any terms contained in this Agreement shall confer upon Executive any expressed or implied right to be retained in the service of any Subsidiary for any period at all, nor restrict in any way the right of any such Subsidiary, which right is hereby expressly reserved, to terminate his or her employment at any time with or without cause. Executive acknowledges and agrees that any right to receive delivery of shares of Common Stock is earned only by continuing as an employee of a Subsidiary at the will of such Subsidiary, or satisfaction of any other applicable terms and conditions contained in this Agreement and the Plan, and not through the act of being hired, being granted the RSUs or acquiring shares of Common Stock hereunder.

(b) **Compliance with Laws and Regulations.** The award of the RSUs to Executive and the obligation of Newmont to deliver shares of Common Stock hereunder shall be subject to (a) all applicable federal, state, local and foreign laws, rules and regulations, and (b) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Newmont Committee shall, in its sole discretion, determine to be necessary or applicable. Moreover, shares of Common Stock shall not be delivered hereunder if such delivery would be contrary to applicable law or the rules of any stock exchange.

(c) **Investment Representation.** If at the time of delivery of shares of Common Stock, the Common Stock is not registered under the Securities Act of 1933, as amended (the “Securities Act”), and/or there is no current prospectus in effect under the Securities Act with respect to the Common Stock, Executive shall execute, prior to the delivery of any shares of Common Stock to Executive by Newmont, an agreement (in such form as the Newmont Committee may specify) in which Executive represents and warrants that Executive is purchasing or acquiring the shares acquired under this Agreement for Executive’s own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Executive shall, prior to any offer for sale of such shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Newmont Committee, from counsel for or approved by the Newmont Committee, as to the applicability of such exemption thereto.

(d) **Definitions.** All capitalized terms that are used in this Agreement that are not defined herein have the meanings defined in the Plan. In the event of a conflict between the terms of the Plan and the terms of this Agreement, the terms of the Plan shall prevail.

(e) **Notices.** Any notice or other communication required or permitted hereunder shall, if to Newmont, be in accordance with the Plan, and, if to Executive, be in writing and delivered in person or by registered or certified mail or overnight courier, postage prepaid, addressed to Executive at his or her last known address as set forth in Newmont’s records.

(f) **Severability.** If any of the provisions of this Agreement should be deemed unenforceable, the remaining provisions shall remain in full force and effect.

(g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(h) **Transferability of Agreement.** This Agreement may not be transferred, assigned, pledged or hypothecated by either party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, including, in the case of Executive, his or her estate, heirs, executors, legatees, administrators, designated beneficiary and personal representatives. Nothing contained in this Agreement shall be deemed to prevent transfer of the RSUs in the event of Executive’s death in accordance with Section 14(b) of the Plan.

(i) **Specified Employee Delay.** If Newmont determines that settlement of RSUs hereunder (i) constitutes a deferral of compensation for purposes of Section 409A of the Internal Revenue Code (the “Code”), (ii) is made to Executive by reason of his or her “separation from service” (within the meaning of Code Section 409A), and (iii) Executive is a “specified employee” (within the meaning of Code Section 409A) at the time settlement would otherwise occur, transfers of Common Stock will be delayed until the first day of the seventh month following the date of such separation from service or, if earlier, on Executive’s death.

(j) **Modification.** Except as otherwise permitted by the Plan, this Agreement may not be modified or amended, nor may any provision hereof be waived, in any way except in writing signed by the parties hereto. Notwithstanding any other provision of this Agreement to the contrary, the Committee may amend this Agreement to the extent it determines necessary or appropriate to comply with the requirements of Code Section 409A and the guidance thereunder and any such amendment shall be binding on Executive.

IN WITNESS WHEREOF, pursuant to Executive's Grant Acknowledgement (including without limitation, the Terms and Conditions section hereof), incorporated herein by reference, and electronically executed by Executive, Executive agrees to the terms and conditions of this Award Agreement.

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**NEWMONT  
STRATEGIC STOCK UNIT BONUS PROGRAM FOR GRADES E-5 TO E-6**

**(Effective January 1, 2014)**

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**NEWMONT  
STRATEGIC STOCK UNIT BONUS  
PROGRAM FOR GRADES E-5 TO E-6**

**(Effective as of January 1, 2014 3)**

**PURPOSE**

The purpose of this program is to provide to Employees of Newmont Mining and its Affiliated Entities that participate in this program a more direct interest in the success of the operations of Newmont Mining. This program is an amendment and restatement of the Strategic Stock Unit Bonus Program originally effective January 1, 2013. Employees of Newmont Mining and participating Affiliated Entities will be rewarded in accordance with the terms and conditions described below.

This program is intended to be a program described in Department of Labor Regulation Sections 2510.3-1(b) and 2510.3-2(c) and shall not be considered a plan subject to the Employee Retirement Income Security Act of 1974, as amended.

**SECTION I-DEFINITIONS**

The capitalized terms used in this program shall have the same meaning as the capitalized terms in the Annual Incentive Compensation Program, unless otherwise stated herein. In addition, the terms set forth in this Section shall have the meaning set forth below.

1.1 "Common Stock" means the \$1.60 par value common stock of Newmont Mining Corporation.

1.2 "EBITDA Payout Percentage" means annual approved budgeted EBITDA for the Performance Period, as adjusted for gold price, exchange rates, one-time accounting adjustments or other items as approved by the Board, compared to actual adjusted EBITDA for the Performance Period calculated according to the scale stated in Appendix A-1.

1.3 "Performance Period" means the calendar year over which the EBITDA Payout Percentage shall be calculated for purposes of determining the amount of a Strategic Stock Unit Bonus. The Performance Period shall be the calendar year.

1.4 "Performance Stock" means the right to receive from Newmont Mining Common Stock or restricted stock units under terms and conditions defined in a restricted stock unit or other award agreement, as determined by the Compensation Committee.

1.5 "Retirement" means retirement as defined in the Pension Plan of Newmont Mining (or any successor plan), regardless of the relevant Employee's participation in the Pension Plan of Newmont Mining (or any successor plan).

1.6 “*Strategic Stock Unit Bonus*” means the bonus payable to an eligible Employee in the form of Performance Stock under this compensation program with respect to a Performance Period (or portion thereof as provided in Section 3.2), which shall be determined by multiplying the eligible Employee’s Target Strategic Stock Unit Bonus times the EBITDA Payout Percentage. The Performance Stock awarded as a Strategic Stock Unit Bonus shall have terms and conditions, and shall be subject to such restrictions as defined by the Compensation Committee.

1.7 “*Target Strategic Stock Unit Bonus*” means the number of shares of Common Stock equivalent to the percentage of base salary (for calculation purposes, base salary shall be the applicable base salary of the Employee as of March 1 (or the effective date of the annual merit compensation process if different than March 1) for the year in which the target number of shares is calculated) set by the Compensation Committee which is set forth in Appendix A, using the average of the high and low share price on the date such targets are set by the Compensation Committee.

1.8 “*Terminated Eligible Employee*” has the same meaning as stated in the Annual Incentive Compensation Program except that a Terminated Eligible Employee for purposes of this program shall not include employees provided severance or redundancy payments under any contract, statute or any severance plan of Newmont Mining or any Affiliated Entity, including but not limited to the Executive Severance Plan of Newmont.

## **SECTION II-ELIGIBILITY**

All Employees of a Participating Employer in an executive grade level, except any Employee who is eligible for the Senior Executive Compensation Program, are eligible to receive a Strategic Stock Unit Bonus under this program, provided (i) they are on the payroll of a Participating Employer as of the last day of the relevant Performance Period, and at the time the award is granted, or (ii) they are a Terminated Eligible Employee with respect to such calendar year. Employees who are on short-term disability under the Short-Term Disability Plan of Newmont or a successor plan or not working because of a work-related injury as of the last day of the Performance Period shall be eligible to receive a bonus under this program. Notwithstanding the foregoing provisions of this Section II, the Compensation Committee or the Executive Vice President of Human Resources of Newmont Mining (or his or her delegate) may, prior to the end of any Performance Period, exclude from or include in eligibility for participation under this program with respect to such Performance Period any Employee or Employees.

## **SECTION III-STRATEGIC STOCK UNIT BONUS**

3.1 *Determination of Strategic Stock Unit Bonus—In General.* The Strategic Stock Unit Bonus shall be calculated as soon as reasonably practicable after the Compensation Committee determines the EBITDA Payout Percentage. Following such determination, payment of the Strategic Stock Unit Bonus shall be made to eligible Employees as soon as reasonably practicable, in accordance with Section 3.3 and 3.5 below.

3.2 Separation of Employment and Payment of Strategic Stock Unit Bonus. An eligible Employee shall not be entitled to payment of a Strategic Stock Unit Bonus as a result of any separation of employment, voluntary or involuntary, prior to the payment of the Strategic Stock Bonus except as provided in Section 3.7 below.

3.3 Form of Payment. The amount of Strategic Stock Unit Bonus payable under this compensation program shall be paid in Performance Stock (payable in whole shares only rounded down to the nearest share). The Performance Stock shall be subject to the restrictions set forth in Section 3.4 below.

3.4 Restrictions on Performance Stock.

(a) Newmont Mining shall issue Performance Stock to eligible Employees for one-third of the Strategic Stock Unit Bonus without any restrictions as soon as practicable following the end of the Performance Period in the form of Common Stock. Newmont Mining shall issue Performance Stock, in the form of restricted stock units for the remainder of the Strategic Stock Unit Bonus and such restricted stock units shall have a two-year vesting period, with one-half of the Performance Stock in the form of restricted stock units vesting each year on the anniversary of the date of grant.

(b) Shares of Performance Stock issued hereunder in the form of restricted stock units as part of a Strategic Stock Unit Bonus shall not be subject to transfer by the eligible Employee. Shares of Common Stock issued to an eligible Employee upon vesting of such restricted stock units may be freely transferred by the eligible Employee subject to all applicable laws, regulations and Newmont Mining policies.

3.5 Timing of Payment. Except as provided in section 3.2 above, payment of the Strategic Stock Unit Bonus will be made no later than the 15<sup>th</sup> day of the third month following the Performance Period to which such Strategic Stock Unit Bonus relates.

3.6 Withholding Taxes. All bonuses payable hereunder shall be subject to the withholding of such amounts as Newmont Mining or Participating Employer may determine is required to be withheld pursuant to any applicable federal, state or local law or regulation.

3.7 Strategic Stock Unit Bonus. In the event of a Change of Control (as defined in the AICP) each Strategic Stock Unit Bonus for the current Performance Period shall immediately be paid at target level in the form of a restricted stock unit award vesting 1/3 on January 1 of the year immediately following the year in which the Change of Control occurred, and another 1/3 on each of the following two January 1 anniversaries. The restricted stock unit award agreement shall provide for immediate vesting of all outstanding restricted stock units upon a termination of employment entitling the grantee to benefits under the applicable Executive Change of Control Plan of Newmont.

#### **IV. GENERAL PROVISIONS**

4.1 *Administration.* This compensation program shall be administered by the Compensation Committee or its delegee. All actions by Newmont Mining under this program shall be taken by the Compensation Committee or its delegee. The Compensation Committee shall interpret the provisions of this program in its full and absolute discretion. All determinations and actions of the Compensation Committee with respect to this program shall be taken or made in its full and absolute discretion in accordance with the terms of this program and shall be final, binding and conclusive on all persons.

4.2 *Plan Unfunded.* This compensation program shall be unfunded and no trust or other funding mechanism shall be established for this program. All benefits to be paid pursuant to this program shall be paid by Newmont Mining or another Participating Employer from its respective general assets, and an eligible Employee or Terminated Eligible Employee (or his heir or devisee) shall not have any greater rights than a general, unsecured creditor against Newmont Mining or another Participating Employer, as applicable, for any amounts payable hereunder.

4.3 *Amount Payable Upon Death of Employee.* If an eligible Employee who is entitled to payment hereunder dies after becoming eligible for payment but before receiving full payment of the amount due, or if an eligible Employee dies and becomes a Terminated Eligible Employee, all amounts due shall be paid as soon as practicable after the death of such eligible Employee or Terminated Eligible Employee to the beneficiary or beneficiaries designated by such eligible Employee or Terminated Eligible Employee to receive life insurance proceeds under Newmont Mining's life insurance plan. In the absence of an effective beneficiary designation under such plan, any amount payable hereunder following the death of such eligible Employee or Terminated Eligible Employee shall be paid to his or her estate.

4.4 *Reimbursement.* The Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of a Strategic Stock Unit Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if: a) the amount of such Strategic Stock Unit Bonus was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement, and b) the amount of such Strategic Stock Unit Bonus that would have been awarded to the eligible Employee had the financial results been reported as in the restatement would have been lower than the Strategic Stock Unit Bonus actually awarded. Additionally, the Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of a Strategic Stock Unit Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if the eligible employee is terminated for cause as defined in the applicable Executive Change of Control Plan of Newmont.

4.5 *Withholding Taxes*. All bonuses payable hereunder shall be subject to the withholding of such amounts as Newmont Mining or a Participating Employer may determine is required to be withheld pursuant to any applicable federal, state or local law or regulation. The Compensation Committee may, in its sole discretion, permit eligible Employees to satisfy the minimum withholding applicable to the portion of the bonus payable in shares of Common Stock or Performance Stock by causing Newmont Mining to withhold the appropriate number of shares of Common Stock or Performance Stock from the bonus otherwise payable and to make the requisite withholding payments on behalf of the eligible Employee.

4.6 *Issuance of Stock*. Shares of Common Stock and Performance Stock issued under this compensation program may be issued pursuant to the provisions of any stock plan of Newmont Mining or as otherwise determined in the sole discretion of the Compensation Committee. All awards under this compensation program that consist of Common Stock or that are valued in whole or in part by reference to, or are otherwise based on, Common Stock, shall be treated as made under the 2013 Stock Incentive Plan as well as this compensation program and thereby subject to the applicable terms and conditions of the 2013 Stock Incentive Plan.

4.7 *General Operation and Amendment*. Notwithstanding anything contained in this compensation program to the contrary, this compensation program shall be administered and operated in accordance with any applicable laws and regulations including but not limited to laws affecting the timing of payment of any bonus under this compensation program.

4.8 *Right of Offset*. To the extent permitted by applicable law, Newmont Mining or a Participating Employer may, in its sole discretion, apply any bonus payments otherwise due and payable under this compensation program against debts of an eligible Employee to Newmont Mining or an Affiliated Entity. By accepting payments under this compensation program, all eligible Employees shall consent to the reduction of any compensation paid to the eligible Employee by Newmont Mining or an Affiliated Entity to the extent the eligible Employee receives an overpayment from this compensation program.

4.9 *Termination and Amendment*. The Board may at any time amend, modify, suspend or terminate this compensation program; provided, however, that the Compensation Committee may, consistent with its administrative powers, waive or adjust provisions of this compensation program as it determines necessary from time to time. The Compensation Committee may amend the terms of any award theretofore granted hereunder, but no such amendment shall be inconsistent with the terms and conditions of this compensation program or materially impair the previously accrued rights of the eligible Employee to whom such award was granted with respect to such award without his or her consent, except such an amendment made to cause this program or such award to comply with applicable law, tax rules, stock exchange rules or accounting rules.

4.10 *Severability*. If any section, subsection or specific provision is found to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this compensation program, and this compensation program shall be construed and enforced as if such illegal and invalid provision had never been set forth in this compensation program.

4.11 *No Right to Employment*. The establishment of this compensation program shall not be deemed to confer upon any eligible Employee any legal right to be employed by, or to be retained in the employ of, Newmont Mining, a Participating Employer or any Affiliated Entity, or to give any eligible Employee any right to receive any payment whatsoever, except as provided under this compensation program. All eligible Employees shall remain subject to discharge from employment to the same extent as if this compensation program had never been adopted.

4.12 *Transferability*. Any bonus payable hereunder is personal to the eligible Employee and may not be sold, exchanged, transferred, pledged, assigned or otherwise disposed of except by will or by the laws of descent and distribution.

4.13 *Successors*. This compensation program shall be binding upon and inure to the benefit of Newmont Mining and eligible Employees and their respective heirs, representatives and successors.

4.14 *Governing Law*. This compensation program and all agreements hereunder shall be construed in accordance with and governed by the laws of the State of Colorado, unless superseded by federal law.

4.15 *Section 409A*. It is the intention of Newmont Mining that awards and payments under this compensation program comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A"), and Newmont Mining shall have complete discretion to interpret and construe this program and any related plan or agreement in any manner that establishes an exemption from (or compliance with) the requirements of Code Section 409A. If for any reason, such as imprecision in drafting, any provision of this program and/or any such plan or agreement does not accurately reflect its intended establishment of an exemption from (or compliance with) Code Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Code Section 409A and shall be interpreted by Newmont Mining in a manner consistent with such intent, as determined in the discretion of Newmont Mining. None of Newmont Mining nor any other Participating Employer shall be liable to any eligible Employee or any other person (i) if any provisions of this program do not satisfy an exemption from, or the conditions of, Code Section 409A, or (ii) as to any tax consequence expected, but not realized, by any eligible Employee or other person due to the receipt or payment of any award under this program.

**APPENDIX A**

**Targeted Payout Percentages**

<b>Grade</b>	<b>Payout Percentage</b>
<b>E-5</b>	<b>60%</b>
<b>E-6</b>	<b>40%</b>

**APPENDIX A-1**

**EBITDA Payout Percentage**

**Actual EBITDA Performance  
Compared to Target EBITDA  
Performance**

112.5% and above

100%-112.5% of target

75%-100% of target

Below 75% of target

**EBITDA Payout Percentage**

150% payout

100% payout plus an increase of 4% of target payout for every percent above 100% of target EBITDA performance

50% payout plus an increase of 2% of target payout for every percent above 75% of target EBITDA performance.

No payout

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**NEWMONT  
SECTION 16 OFFICER AND SENIOR EXECUTIVE ANNUAL INCENTIVE  
COMPENSATION PROGRAM**

**( Effective January 1, 2014 )**

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**NEWMONT  
SECTION 16 OFFICER AND SENIOR EXECUTIVE ANNUAL INCENTIVE  
COMPENSATION PROGRAM**

**(Effective as of January 1, 2014 )**

**PURPOSE**

This Section 16 Officer and Senior Executive Annual Incentive Compensation Program includes the Corporate Compensation Bonus and the Personal Performance Bonus. The purpose of the Corporate Performance Bonus program is to provide to those employees of Newmont Mining and its Affiliated Entities that participate in this program a more direct interest in the success of the operations of Newmont Mining. The purpose of the Personal Performance Bonus program is to provide those employees eligible for such program additional incentive to meet personal performance objectives. Employees of Newmont Mining and participating Affiliated Entities will be rewarded in accordance with the terms and conditions described below.

This program is intended to be a program described in Department of Labor Regulation Sections 2510.3-1(b) and 2510.3-2(c) and shall not be considered a plan subject to the Employee Retirement Income Security Act of 1974, as amended.

**SECTION I-DEFINITIONS**

1.1 “*Affiliated Entity(ies)*” means any corporation or other entity, now or hereafter formed, that is or shall become affiliated with Newmont Mining Corporation (“Newmont Mining”), either directly or indirectly, through stock ownership or control, and which is (a) included in the controlled group of corporations (within the meaning of Code Section 1563(a) without regard to Code Section 1563(a)(4) and Code Section 1563(e)(3)(C)) in which Newmont Mining is also included and (b) included in the group of entities (whether or not incorporated) under common control (within the meaning of Code Section 414(c)) in which Newmont Mining is also included.

1.2 “*Consolidated Ounces Production—Gold and Consolidated Pounds Production—Copper*” means the reported consolidated ounces of gold produced and reported consolidated pounds of copper produced for the applicable calendar year, measured against the target consolidated ounces of gold and target consolidated pounds of copper produced per the approved business plan, and as adjusted for acquisitions and divestitures.

1.3 “*Board*” means the Board of Directors of Newmont Mining or its delegate.

1.4 “*Bonus Eligible Earnings*” means the total base salary and regular earnings (collectively, “regular earnings”) of the Employee during the calendar year. If an Employee is absent from work because of a work-related injury, the Employee’s “Bonus Eligible Earnings” will be determined by his actual gross base earnings during the calendar year. In the case of a Terminated Eligible Employee who is Disabled, “Bonus Eligible Earnings” will be determined by his actual gross base earnings, including short-term disability pay received during the calendar year, but excluding pay from any other source. If an Employee dies during the calendar year, the “Bonus Eligible Earnings” for such Terminated Eligible Employee will be determined by his actual gross base earnings. If an Employee is on active military duty during a calendar year, the “Bonus Eligible Earnings” will be determined by his actual gross base earnings during the calendar year, exclusive of any government military pay. If an Employee does not receive a W-2, his “Bonus Eligible Earnings” shall be determined on the basis of his actual gross base earnings for the calendar year, or portion thereof, as shown on the payroll records of Newmont Mining or the Participating Employer. In all cases, an Employee’s “Bonus Eligible Earnings” shall be computed before reduction for pre-tax contributions to an employee benefit plan of Newmont Mining pursuant to Section 401(k) or Section 125 of the Code. In the event of a Change of Control, the Bonus Eligible Earnings of each eligible Employee shall be equal to such Employee’s base salary, on an annualized basis, as of the date immediately preceding the Change of Control and, in the case of a Terminated Eligible Employee, such Employee’s base salary for the calendar year through the date of termination of employment.

1.5 “*Change of Control*” means the occurrence of any of the following events:

(i) The acquisition in one or a series of transactions by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (x) the then outstanding shares of common stock of Newmont Mining (the “Outstanding Company Common Stock”) or (y) the combined voting power of the then outstanding voting securities of Newmont Mining entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), the following acquisitions shall not constitute a Change of Control: (A) any acquisition directly from Newmont Mining other than an acquisition by virtue of the exercise of a conversion privilege, unless the security being so converted was itself acquired directly from Newmont Mining, (B) any acquisition by Newmont Mining, (C) any acquisition by any employee benefits plan (or related trust) sponsored or maintained by Newmont Mining or any corporation controlled by Newmont Mining or (D) any acquisition by any corporation pursuant to a transaction which complies with clauses (A), (B) and (C) of paragraph (iii) below; or

(ii) Individuals who, as of the Effective Date, constitute the Board of Directors of Newmont Mining (“Incumbent Board”) cease for any reason to constitute at least a majority of the Board of Directors of Newmont Mining; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by Newmont Mining’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of Directors of Newmont Mining; or

(iii) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of Newmont Mining or an acquisition of assets of another entity (a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns Newmont Mining or all or substantially all of Newmont Mining's assets either directly or through one or more subsidiaries (a "Parent Company")) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no person or entity (excluding Newmont Mining, any entity resulting from such Business Combination, any employee benefit plan (or related trust) of Newmont Mining or its Affiliate or any entity resulting from such Business Combination or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Business Combination, such Parent Company) beneficially owns, directly or indirectly, 20% or more of, respectively, the then outstanding shares of common stock (or, for a non-corporate entity, equivalent securities of the entity) resulting from such Business Combination or the combined voting power of the then outstanding voting securities of such entity entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent governing body) of the entity, unless such ownership resulted solely from ownership of securities of Newmont Mining, prior to the Business Combination and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination (or, if reference was made to equity ownership of any Parent Company for purposes of determining whether clause (A) above is satisfied in connection with the applicable Business Combination, of the Parent Company) were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board of Directors of Newmont Mining, providing for such Business Combination; or

(iv) Approval by the stockholders of Newmont Mining of a complete liquidation or dissolution of Newmont Mining.

1.6 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

1.7 "Compensation Committee" means the Compensation Committee of the Board of Directors of Newmont Mining.

1.8 “Corporate Performance Bonus” means the bonus payable to an Employee pursuant to Section III.

1.9 “Disability” means a condition such that the salaried Employee has terminated employment with Newmont Mining or Affiliated Entities with a disability and has begun receiving benefits from the Long Term Disability Plan of Newmont Mining (or Affiliated Entity) or a successor plan.

1.10 “Economic Performance Driver” means Consolidated Ounces Production – Gold and Consolidated Pounds Production Copper Project Cost and Execution, Reserve and Resource Additions, Safety and Total Cash Sustaining Costs.

1.11 “Employee” means an employee of Newmont Mining or an Affiliated Entity who satisfied the conditions for this program and who is not (a) an individual who performs services for Newmont Mining or an Affiliated Entity under an agreement, contract or arrangement (which may be written or oral) between the employer and the individual or with any other organization that provides the services of the individual to the Employer pursuant to which the individual is initially classified or treated as an independent contractor or whose remuneration for services has not been treated initially as subject to the withholding of federal income tax pursuant to Code § 3401, or who is otherwise treated as an employee of an entity other than Newmont Mining or an Affiliated Entity, irrespective of whether he or she is treated as an employee of Newmont Mining or an Affiliated Entity under common-law employment principles or pursuant to the provisions of Code § 414(m), 414(n) or 414(o), even if the individual is subsequently reclassified as a common-law employee as a result of a final decree of a court of competent jurisdiction, the settlement of an administrative or judicial proceeding or a determination by the Internal Revenue Service, the Department of the Treasury or the Department of Labor, (b) an individual who is a leased employee, (c) a temporary employee, or (d) an individual covered by a collective bargaining agreement unless otherwise provided for in such agreement.

1.12 “Newmont Mining” means Newmont Mining Corporation.

1.13 “Participating Employer” means Newmont Mining and any Affiliated Entity.

1.14 “Pay Grade” means those jobs sharing a common salary range, as designated by the Board or its delegate.

1.15 “Performance Rating Category” means the numerical category used to classify the performance of each Employee in accordance with Newmont Mining’s performance management system.

1.16 “Personal Objectives Bonus” means the bonus payable to an Employee based on the individual performance of such Employee, as set forth in Section 4.2.

1.17 “Personal Objectives Bonus Factor” means the factor used to determine an Employee’s Personal Objectives Bonus, based upon the Performance Rating Category assigned to the Employee, in accordance with Section 4.1.

1.18 “*Project Cost and Execution*” means Newmont Mining’s performance against project cost and project decision milestones as determined by the Board and adjusted from time to time as approved by the Board.

1.19 “*Reserve and Resource Additions*” means annual gold reserve and resource additions measured against target annual reserve and resource additions per the approved business plan, and as adjusted from time to time as approved by the Board.

1.20 “*Safety*” means leading and lagging safety metrics measured against target annual leading and lagging safety metrics, as adjusted from time to time as approved by the Board.

1.21 “*Section 16 Officer*” means an officer as defined in Section 16(b) of the Securities Exchange Act of 1934.

1.22 “*Terminated Eligible Employee*” means an eligible Employee employed in a position located in Colorado or any Employee in an Executive grade level position who terminates employment with Newmont Mining and/or a Participating Employer during the calendar year on account of death, retirement, Disability or involuntary termination entitling the Employee to benefits under the Executive Severance Plan of Newmont. However, if an eligible Employee is terminated between January 1 and March 31 of any calendar year, and entitled to benefits under the Executive Severance Plan of Newmont, Employee shall not qualify for any bonus under this program for the period of January 1 to March 31 for the calendar year of the termination.

1.23 “*Total Cash Sustaining Costs*” means cash sustaining costs on a consolidated basis and measured on a per gold equivalent ounce basis, subject to metric adjustments provided with the performance targets as approved by the Chief Executive Officer or the Compensation Committee of the Board of Directors.

## **SECTION II-ELIGIBILITY**

**Corporate Performance Bonus:** All Employees of a Participating Employer who participate in the Senior Executive Compensation Program of Newmont and any Section 16 Officers of Newmont Mining who do not participate in the Senior Executive Compensation Program are potentially eligible to receive a bonus payment under the corporate performance bonus program, provided (i) they are on the payroll of a Participating Employer as of the last day of the calendar year, and on the payroll of a Participating Employer at the time of payment, or (ii) they are a Terminated Eligible Employee with respect to such calendar year.

**Personal Performance Bonus:** Section 16 Officers who do not participate in the Senior Executive Compensation Program of Newmont are potentially eligible to receive a bonus payment under the personal performance bonus program based upon the same provisions stated above for the corporate performance bonus. Otherwise, eligible Employees who are on short-term disability under the Short-Term Disability Plan of Newmont Mining (of Affiliated Entity) or a similar or a successor plan or not working because of a work-related injury as of the last day of the calendar year shall be eligible to receive a bonus under clause (i). Notwithstanding the foregoing provisions of this paragraph, the Compensation Committee may, prior to the end of the calendar year, exclude from eligibility for participation under this program with respect to the calendar year any Employee or Employees, as the Compensation Committee may determine in its sole discretion. Additionally, the Compensation Committee may, prior to the end of the calendar year, exclude from eligibility for participation under this program with respect to the calendar year any Employee or Employees, that has failed to complete any required ethics training or failed to comply with acknowledgement of any Code of Conduct of Newmont Mining or any Affiliated Entity.

## **SECTION III-CORPORATE PERFORMANCE BONUS**

3.1 Eligibility for Corporate Performance Bonus. For the calendar year, the Corporate Performance Bonus will be determined pursuant to this section for each eligible Employee. For the calendar year, the performance bonus for each eligible Employee who is not assigned to the corporate office or at a non-site location will have certain regional performance factors weighted into the Corporate Performance Bonus as stated in Appendix B. Each operating site shall develop its own critical performance indicators for this purpose.

3.2 Target Amounts for Economic Performance Drivers. The Compensation Committee shall establish both the targets and the minimum and maximum amounts for each Economic Performance Driver on an annual basis.

3.3 Actual Performance for Economic Performance Drivers. As soon as possible after the end of each calendar year, the Compensation Committee shall certify the extent to which actual performance met the target amounts for each Economic Performance Driver, following a report from the Internal Audit department.

3.4 Aggregate Payout Percentage. An aggregate payout factor (the "Aggregate Payout Percentage") will be calculated as follows:

(i) Calculating the Performance Percentage for each Economic Performance Driver. For each Economic Performance Driver, actual performance will be compared to the target, minimum and maximum amounts to arrive at a performance percentage ("Performance Percentage") calculated as follows:

- If the actual amount is less than the minimum amount, the Performance Percentage is zero;
- If the actual amount is equal to the minimum amount, the Performance Percentage is 20%;
- If the actual amount is less than the target amount and greater than the minimum amount, the Performance Percentage is the sum of (A) 20%, plus (B) the product of 20%, times a fraction, the numerator of which is the difference between the actual amount and the minimum amount, and the denominator of which is the difference between the target amount and the minimum amount;

- If the actual amount is equal to the target amount, the Performance Percentage is 100%;
- If the actual amount is greater than the target amount and less than the maximum amount, the Performance Percentage is the sum of (A) 100%, plus (B) a fraction, the numerator of which is the difference between the actual amount and the target amount, and the denominator of which is the difference between the maximum amount and the target amount; and
- If the actual amount is greater than or equal to the maximum amount, the Performance Percentage is 200%.

(ii) *Calculating the Payout Percentage for each Economic Performance Driver.* The payout percentage for each Economic Performance Driver is the product of the Performance Percentage times the applicable weighting factor as listed in Appendix A (“Payout Percentage for each Economic Performance Driver”).

(iii) *Calculating the Aggregate Payout Percentage.* The Aggregate Payout Percentage is the sum of the Payout Percentages for each Performance Factor.

3.5 *Determination of Target Performance Level.* An Employee’s Target Performance Level is determined by the Employee’s Pay Grade pursuant to the table in Appendix B.

3.6 *Determination of the Corporate Performance Bonus.* The Corporate Performance Bonus for each eligible Employee is the product of the Aggregate Payout Percentage, times the Employee’s Target Performance Level, times the Employee’s Bonus Eligible Earnings.

3.7 *Terminated Eligible Employees.* Terminated Eligible Employees shall be eligible to receive a Corporate Performance Bonus. This bonus will be calculated according to Section III of this program, and pro-rated for the portion of the calendar year that Employee maintained employment with a Participating Employer.

3.8 *Adjustments.* The Compensation Committee may adjust the Performance Percentage or any measure or otherwise increase or decrease the Corporate Performance Bonus otherwise payable in order to reflect changed circumstances or such other matters as the Compensation Committee deems appropriate.

#### **SECTION IV-PERSONAL OBJECTIVES BONUS**

4.1 *Personal Performance Level.* At the end of the calendar year, each eligible Employee’s supervisor will evaluate the Employee and rate the Employee’s personal performance level. In accordance with Newmont Mining’s performance management system, the supervisor will rate the Employee. Each Employee will be rated by the Employee’s supervisor in one of Newmont Mining’s Performance Rating Categories. In conjunction with these ratings, Newmont Mining will assign a Personal Performance Bonus Factor for the Employee as listed in Appendix C and the Employee’s supervisor shall also recommend a Personal Performance Payout Factor within the range stated in Appendix C corresponding to the rating that Employee’s supervisor assigned to Employee. Newmont Mining may increase or decrease any eligible Employee’s Personal Performance Bonus Factor in its sole discretion.

4.2 *Determination of Personal Objectives Bonus.* Subject to Section 4.3, an eligible Employee's Personal Objectives Bonus is determined by multiplying the eligible Employee's Bonus Eligible Earnings times the determined percentage from the Target Performance Level, as set forth in Appendix C times the Personal Objectives Bonus Factor determined pursuant to Section 4.1.

4.3 *Terminated Eligible Employees.* Terminated Eligible Employees shall be eligible to receive a Personal Objectives Bonus based upon an assumed Personal Objectives Bonus Factor of 1.0, so that the Terminated Eligible Employees will receive a Personal Objectives Bonus at their individual Target Performance Level multiplied by their current base salary for the percentage of the year worked.

4.4 *Ineligible Employees.* Eligible Employees whose Personal Objectives Bonus Factor (determined pursuant to Section 4.1) is less than .50 shall not be eligible to receive a Personal Objectives Bonus.

4.5 *Adjustments of Personal Objectives Bonus.* The Compensation Committee may adjust the Personal Objectives Bonus Factor or any measure or otherwise increase the Personal Objectives Bonus otherwise payable in order to reflect changed circumstances or such other matters as the Compensation Committee deems appropriate.

## **SECTION V-PAYMENT OF BONUS**

5.1 *Pay Grade.* If an eligible Employee was in more than one Pay Grade during the calendar year, the bonus payable to such eligible Employee shall be calculated on a pro-rata basis in accordance with the amount of time spent by such eligible Employee in each Pay Grade during the calendar year.

5.2 *Time and Method of Payment.* Any bonus payable under this program shall be payable to each eligible Employee in cash as soon as practicable following approval of bonuses by the Compensation Committee. All payments and the timing of such payments shall be made in accordance with practices and procedures established by the Participating Employer. Payment under this program will be made no later than the 15<sup>th</sup> day of the third month following the calendar year in which an Employee's right to payment is no longer subject to a substantial risk of forfeiture. Notwithstanding the foregoing, in the event an Employee failed to complete any required ethics training or failed to comply with acknowledgement of any Code of Conduct of Newmont Mining or any Affiliated Entity, Newmont Mining may withhold payment under this program unless or until such Employee complies.

5.3 *Withholding Taxes*. All bonuses payable hereunder shall be subject to the withholding of such amounts as Newmont Mining or a Participating Employer may determine is required to be withheld pursuant to any applicable federal, state, local or foreign law or regulation.

## **SECTION VI-CHANGE OF CONTROL**

6.1 *In General*. In the event of a Change of Control, each eligible Employee employed at the time of the Change of Control shall become entitled to the payment of a Corporate Performance Bonus and a Personal Performance Bonus, in accordance with the provisions of this Section.

6.2 *Calculation of Bonuses*. Upon a Change of Control, each eligible Employee employed as of the date of the Change of Control, shall become entitled to the payment of a target annual Corporate Performance Bonus and target annual Personal Objectives Bonus if a Change of Control occurs between September 1 and December 31. If a Change of Control occurs between January 1 and August 31 each eligible Employee employed as of the date of the Change of Control, shall become entitled to the payment of a target pro-rated Corporate Performance Bonus and a target pro-rated Personal Objectives Bonus.

6.3 *Payment of Bonuses*. The bonuses payable in accordance with the provisions of this Section VI shall be calculated and paid as soon as practicable following the date of the Change of Control. Such payments shall be subject to the withholding of such amounts as Newmont Mining or a Participating Employer may determine is required to be withheld pursuant to any applicable federal, state or local law or regulation. Upon the completion of such payments, eligible Employees shall have no further right to the payment of any bonus hereunder (other than any bonus payable hereunder with respect to a previous calendar year that has not yet been paid). Payment of a bonus under this Section VI shall fully satisfy Section 3.02(a)(i)(B) of the 2012 Executive Change of Control Plan of Newmont and Section 3.02(a)(i)(B) of the Executive Change of Control Plan of Newmont and no further payments under Section 3.02(a)(i)(B) 2012 Executive Change of Control Plan or 3.02(a)(i)(B) of the Executive Change of Control Plan of Newmont shall be due.

## **SECTION VII-GENERAL PROVISIONS**

7.1 *Amount Payable Upon Death of Employee*. If an eligible Employee who is entitled to payment hereunder dies after becoming eligible for payment but before receiving full payment of the amount due, or if an eligible Employee dies and becomes a Terminated Eligible Employee, all amounts due shall be paid as soon as practicable after the death of the eligible Employee, in a cash lump sum, to the beneficiary or beneficiaries designated by the eligible Employee to receive life insurance proceeds under Group Life and Accidental Death & Dismemberment Plan of Newmont USA Limited (or a successor plan) or a similar plan of a Participating Employer. In the absence of an effective beneficiary designation under said plan, any amount payable hereunder following the death of an eligible Employee shall be paid to the eligible Employee's estate.

7.2 Right of Offset. To the extent permitted by applicable law, Newmont Mining or a Participating Employer may, in its sole discretion, apply any bonus payments otherwise due and payable under this program against any eligible Employee or Terminated Eligible Employee loans outstanding to Newmont Mining, an Affiliated Entity, or Participating Employer, or other debts of the eligible Employee or Terminated Eligible Employee to Newmont Mining, an Affiliated Entity, or Participating Employer. By accepting payments under this program, the eligible Employee consents to the reduction of any compensation paid to the eligible Employee by Newmont Mining, an Affiliated Entity, or Participating Employer to the extent the eligible Employee receives an overpayment from this program.

7.3 Termination. The Board may at any time amend, modify, suspend or terminate this program.

7.4 Payments Due Minors or Incapacitated Persons. If any person entitled to a payment under this program is a minor, or if the Compensation Committee or its delegate determines that any such person is incapacitated by reason of physical or mental disability, whether or not legally adjudicated as an incompetent, the Compensation Committee or its delegate shall have the power to cause the payment becoming due to such person to be made to another for his or her benefit, without responsibility of the Compensation Committee or its delegate, Newmont Mining, or any other person or entity to see to the application of such payment. Payments made pursuant to such power shall operate as a complete discharge of the Compensation Committee, this program, Newmont Mining, and Affiliated Entity or Participating Employer.

7.5 Severability. If any section, subsection or specific provision is found to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this program, and this program shall be construed and enforced as if such illegal and invalid provision had never been set forth in this program.

7.6 No Right to Employment. The establishment of this program shall not be deemed to confer upon any person any legal right to be employed by, or to be retained in the employ of, Newmont Mining, any Affiliated Entity, any Participating Employer, or to give any Employee or any person any right to receive any payment whatsoever, except as provided under this program. All Employees shall remain subject to discharge from employment to the same extent as if this program had never been adopted.

7.7 Transferability. Any bonus payable hereunder is personal to the Eligible Employee or Terminated Eligible Employee and may not be sold, exchanged, transferred, pledged, assigned or otherwise disposed of except by will or by the laws of descent and distribution.

7.8 Successors. This program shall be binding upon and inure to the benefit of Newmont Mining, the Participating Employers and the eligible Employees and Terminated Eligible Employees and their respective heirs, representatives and successors.

7.9 Governing Law. This program and all agreements hereunder shall be construed in accordance with and governed by the laws of the State of Colorado, unless superseded by federal law.

7.10 Reimbursement. The Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of the Corporate Performance Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if: a) the amount of such Corporate Performance Bonus was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement, and b) the amount of such Corporate Performance Bonus that would have been awarded to the eligible Employee had the financial results been reported as in the restatement would have been lower than the Corporate Performance Bonus actually awarded. Additionally, the Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of a Corporate Performance Bonus and Personal Performance Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if the eligible Employee is terminated for cause as defined in the Executive Change of Control Plan of Newmont.

**APPENDIX A—Payout Percentage for each Economic Performance Driver**

	<b>Reserve and Resource Additions (50% gold reserves and 50% resource)</b>	<b>Total Cash Sustaining Costs</b>	<b>Consolidated Ounces Production – Gold ( 90% ) and Consolidated Pounds Production – Copper (10%)</b>	<b>Project Cost and Execution</b>
<b><u>Safety</u></b> 20%	15%	40%	20%	5%

**APPENDIX B**

**Target AICP Corporate Performance Bonus**

<b>Grade</b>	<b>Percentage of Base Salary</b>
<b>E-1</b>	<b>75%</b>
<b>E-2</b>	<b>62.5%</b>
<b>E-3 Range (based on executive role)</b>	<b>42.5% - 62.5%</b>
<b>E-4</b> (excluding Regional Senior Vice Presidents of operating sites)	<b>37.5%</b>
E-4 Regional Senior Vice Presidents of operating sites	<b>37.5%</b> (25% of target is based upon AICP Corporate Performance and 75% of target is based upon applicable regional bonus plan)
<b>E-5</b>	<b>30%</b>

**APPENDIX C**

<b><u>Performance Rating System</u></b>	<b><u>Personal Objectives Bonus Factor</u></b>
1	0
2	.50-.75
3	.75-1.00
4	1.00-1.25
5	1.25-1.50
6	1.50-2.0

  

<b><u>Pay Grade</u></b>	<b><u>Target Personal Objectives Bonus Level</u></b>
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**NEWMONT  
SENIOR EXECUTIVE COMPENSATION PROGRAM**

**(As Amended and Restated Effective January 1, 2014 )**

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**NEWMONT  
SENIOR EXECUTIVE COMPENSATION PROGRAM**

**(Effective as of January 1, 2014 )**

**PURPOSE**

This Senior Executive Compensation Program includes the Strategic Stock Unit Bonus program, Performance Leveraged Stock Bonus program and the Personal Bonus for the eligible Employees. This program is an amendment and restatement of the Senior Executive Compensation Program originally effective on January 1, 2013. The purpose of the Strategic Stock Unit Bonus program and the Performance Leveraged Stock Bonus program is to provide eligible Employees a direct interest in the success of the operations of Newmont Mining. The purpose of the Personal Bonus is to provide eligible Employees additional incentive to meet strategic objectives. The eligible Employees will be rewarded in accordance with the terms and conditions described below.

This program is intended to be a program described in Department of Labor Regulation Sections 2510.3-1(b) and 2510.3-2(c) and shall not be considered a plan subject to the Employee Retirement Income Security Act of 1974, as amended.

**I. DEFINITIONS**

The capitalized terms used in this compensation program shall have the same meaning as the capitalized terms in the Section 16 Officer and Senior Executive Annual Incentive Compensation Program (“AICP”), unless otherwise defined or stated herein. The following terms used in this compensation program shall have the meanings set forth below.

1.1 “*Change of Control Price*” means the price per share of Common Stock offered to a holder thereof in conjunction with any transaction resulting in a Change of Control on a fully-diluted basis (as determined by the Compensation Committee as constituted before the Change of Control, if any part of the offered price is payable other than in cash), or, in the case of a Change of Control occurring solely by reason of a change in the composition of the Board, the highest Fair Market Value of a share of Common Stock on any of the 30 trading days immediately preceding the date on which such Change of Control occurs.

1.2 “*Common Stock*” means the \$1.60 par value common stock of Newmont Mining.

1.3 “*EBITDA Payout Percentage*” means annual approved budgeted EBITDA for the Performance Period, as adjusted for gold price, exchange rates, one-time accounting adjustments or other items as approved by the Board, compared to actual adjusted EBITDA for the Performance Period calculated according to the scale stated in Appendix A-1.

1.4 “*Extended Performance Period*” means three calendar years over which the Compensation Committee will calculate and determine the Performance Leveraged Stock Bonus.

1.5 “*Fair Market Value*” has the meaning given such term in the 2013 Stock Incentive Compensation Plan.

1.6 “*Performance Leveraged Stock Bonus*” means the bonus payable to an eligible Employee in the form of Common Stock under this compensation program with respect to an Extended Performance Period (or portion thereof as provided in Section 4.4) and is calculated as described in Section 4.2.

1.7 “*Performance Period*” means the calendar year over which the Compensation Committee will calculate and determine the Strategic Stock Unit Bonus and Personal Bonus.

1.8 “*Performance Stock*” means the right to receive from Newmont Mining Common Stock or restricted stock units under terms and conditions defined in a restricted stock unit or other award agreement, as determined by the Compensation Committee.

1.9 “*Relative Total Shareholder Return*” means Newmont Mining’s total shareholder return, defined as the change in the closing price of a share of Common Stock, with dividends reinvested, over the Extended Performance Period, as compared to the total shareholder return, with dividends reinvested, of an index of peer companies selected and determined by the Compensation Committee. The Committee retains authority to make adjustments for extraordinary events affecting the calculations.

1.10 “*Retirement*” means retirement as defined in the Pension Plan of Newmont Mining (or any successor plan), regardless of the relevant Employee’s participation in the Pension Plan of Newmont Mining (or any successor plan).

1.11 “*Personal Objectives Bonus*” means the cash bonus payable to an eligible Employee based on the individual contribution of such eligible Employee to achievement of the Corporation’s strategic objectives during the Performance Period, as set forth in section 5.1 (or portion thereof as provided in section 5.2).

1.12 “*Strategic Stock Unit Bonus*” means the bonus payable to an eligible Employee in the form of Performance Stock under this compensation program with respect to a Performance Period (or portion thereof as provided in Section 3.2), which shall be determined by multiplying the eligible Employee’s Target Strategic Stock Unit Bonus times the EBITDA Payout Percentage. The Performance Stock awarded as a Strategic Stock Unit Bonus shall have terms and conditions, and shall be subject to such restrictions as defined by the Compensation Committee.

1.13 “*Target Strategic Stock Unit Bonus*” means the number of shares of Common Stock equivalent to the percentage of base salary (for calculation purposes, base salary shall be the applicable base salary of the Employee as of March 1 (or the effective date of the annual merit compensation process if different than March 1) for the year in which the target number of shares is calculated) set by the Compensation Committee which is set forth in Appendix A, using the average of the high and low share price on the date such targets are set by the Compensation Committee.

1.14 “*Target Performance Leveraged Stock Bonus*” means the number of shares of Common Stock equivalent to the percentage of base salary (for calculation purposes, base salary shall be the applicable base salary of the Employee as of March 1 (or the effective date of the annual merit compensation process if different than March 1) for the year in which the target number of shares is calculated) set by the Compensation Committee which is set forth in Appendix C, using the average closing price of Common Stock for the fourth quarter of the calendar year immediately prior to the Extended Performance Period.

1.15 “*Terminated Eligible Employee*” for purposes of the Performance Leveraged Stock Bonus, “*Terminated Eligible Employee*” means executive grade level Employee of a Participating Employer at grade level E-4 or above during the relevant Extended Performance Period, who terminates employment with Newmont Mining and/or a Participating Employer on account of death, Retirement, severance as provided in Section 4.4(a), or involuntary termination as provided in Section 4.4(d). *Terminated Eligible Employee*” for purposes of the Personal Bonus shall have the same meaning as in the AICP.

1.16 “*20 13 Stock Incentive Compensation Plan*” means the Newmont Mining Corporation 20 13 Stock Incentive Compensation Plan (or any successor plan), as amended from time to time.

## **II. ELIGIBILITY**

All executive grade level Employees of a Participating Employer at grade level E-4 or above, are eligible to receive a Strategic Stock Unit Bonus, Performance Leveraged Stock Bonus and Personal Bonus under this compensation program, provided (i) they are on the payroll of a Participating Employer as of the last day of the relevant Performance Period or Extended Performance Period for the Performance Leveraged Stock Bonus, and at the time the award is granted, or (ii) they are a Terminated Eligible Employee with respect to such Performance Period, or Extended Performance Period for the Performance Leveraged Stock Bonus. Eligible Employees who are on short-term disability under the Short-Term Disability Plan of Newmont, or a successor plan, or not working because of a work-related injury as of the last day of the Performance Period, or Extended Performance Period for the Performance Leveraged Stock Bonus, but are still on the payroll of a Participating Employer shall be eligible to receive a Strategic Stock Unit Bonus, Performance Leveraged Stock Bonus and Personal Bonus. Notwithstanding the foregoing provisions of this Section II, the Compensation Committee may, prior to the end of any Performance Period, or Extended Performance Period for the Performance Leveraged Stock Bonus, exclude from or include in eligibility for participation under this compensation program with respect to such Performance Period, or Extended Performance Period for the Performance Leveraged Stock Bonus, any executive grade level Employee of a Participating Employer.

### **III. STRATEGIC STOCK UNIT BONUS**

3.1 *Determination of Strategic Stock Unit Bonus—In General.* The Strategic Stock Unit Bonus shall be calculated as soon as reasonably practicable after the Compensation Committee determines the EBITDA Payout Percentage. Following such determination, payment of the Strategic Stock Unit Bonus shall be made to eligible Employees as soon as reasonably practicable, in accordance with Section 3.3 below.

3.2 *Separation of Employment and Payment of Strategic Stock Unit Bonus.* An eligible Employee shall not be entitled to payment of a Strategic Stock Unit Bonus as a result of any separation of employment, voluntary or involuntary except as provided in Section 6.2 below.

3.3 *Form of Payment.* The amount of Strategic Stock Unit Bonus payable under this compensation program shall be paid in Performance Stock (payable in whole shares only rounded down to the nearest share). The Performance Stock shall be subject to the restrictions set forth in Section 3.4 below.

#### **3.4 Restrictions on Performance Stock.**

(a) Newmont Mining shall issue Performance Stock to eligible Employees for one-third of the Strategic Stock Unit Bonus without any restrictions as soon as practicable following the end of the Performance Period in the form of Common Stock. Newmont Mining shall issue Performance Stock, in the form of restricted stock units for the remainder of the Strategic Stock Unit Bonus and such restricted stock units shall have a two-year vesting period, with one-half of the Performance Stock in the form of restricted stock units vesting each year on the anniversary of the date of grant.

(b) Shares of Performance Stock issued hereunder in the form of restricted stock units as part of a Strategic Stock Unit Bonus shall not be subject to transfer by the eligible Employee. Shares of Common Stock issued to an eligible Employee upon vesting of such restricted stock units may be freely transferred by the eligible Employee subject to all applicable laws, regulations and Newmont Mining policies.

3.5 *Timing of Payment.* Except as provided in section 3.2 above, payment of the Strategic Stock Unit Bonus will be made no later than the 15<sup>th</sup> day of the third month following the Performance Period to which such Strategic Stock Unit Bonus relates.

### **IV. PERFORMANCE LEVERAGED STOCK BONUS**

4.1 *Determination of Performance Leveraged Stock—In General.* The Performance Leveraged Stock Bonus shall be calculated as soon as reasonably practicable after the Compensation Committee determines the Performance Leveraged Stock Bonus Payout Factor as described in section 4.3 below. Following such determination, payment of the Performance Leveraged Stock Bonus shall be made to eligible Employees as soon as reasonably practicable, in accordance with Section 4.5 below.

4.2 *Calculation of Performance Leveraged Stock Bonus.* The Performance Leveraged Stock Bonus equals the Target Performance Leveraged Stock Bonus times the Performance Leveraged Stock Bonus Payout Factor.

4.3 Calculation of the Performance Leveraged Stock Bonus Payout Factor. The Performance Leveraged Stock Bonus Payout Factor will be the sum of the Market Payout Factor and the TSR Payout Factor:

(a) “*Market Payout Factor*” means a percentage calculated as follows: 100 times the quotient of (i) the average closing price of Common Stock for the fourth quarter of the last calendar year of the Extended Performance Period; divided by (ii) the average closing price of Common Stock for the fourth quarter of the calendar year prior to the Extended Performance Period, as adjusted for stock splits or similar reorganizations. The maximum Market Payout Factor shall be 150%.

(b) “*TSR Payout Factor*” means a percentage calculated as follows: two times the number of percentage points that the Relative Total Shareholder Return is above the 50<sup>th</sup> percentile, to a maximum of 50%.

4.4 Separation of Employment and Payment of Performance Leveraged Stock Bonus. Unless otherwise stated in this section 4.4, an eligible Employee shall not be entitled to payment of a Performance Leveraged Stock Bonus on or after any separation of employment, voluntary or involuntary.

(a) In the event an eligible Employee separates employment from a Participating Employer and is entitled to severance benefits of any kind, including but not limited to benefits under the Executive Severance Plan of Newmont (or any successor plan) or redundancy benefits, prior to payment of the Performance Leveraged Stock Bonus and prior to the expiration of the first year of any Extended Performance Period, such eligible Employee is not entitled to payment of the Performance Leveraged Stock Bonus in any amount for that Extended Performance Period. In the event an eligible Employee separates employment from a Participating Employer and is entitled to severance benefits of any kind, including but not limited to benefits under the Severance Plan of Newmont (or any successor plan) or redundancy benefits, prior to payment of the Performance Leveraged Stock Bonus and after expiration of the first year of any Extended Performance Period, such eligible Employee is a Terminated Eligible Employee and shall receive a Performance Leveraged Stock Bonus at the lesser of his or her Target Performance Leveraged Stock Bonus or the actual Performance Leveraged Stock Bonus otherwise payable, pro-rated based on the time he or she was actually employed by a Participating Employer during the Extended Performance Period and paid following the expiration of the Extended Performance Period.

(b) In the event an eligible Employee separates employment from a Participating Employer as a result of Retirement prior to payment of the Performance Leveraged Stock Bonus, such eligible Employee is a Terminated Eligible Employee and shall receive a Performance Leveraged Stock Bonus at actual payout amount in the form of Common Stock, following expiration of the Extended Performance Period, pro-rated based on the time he or she was actually employed by a Participating Employer during the Extended Performance Period.

(c) In the event an eligible Employee separates employment from a Participating Employer as a result of death prior to payment of the Performance Leveraged Stock Bonus, such eligible Employee's beneficiary or estate shall receive a Performance Leveraged Stock Bonus equal to his or her Target Performance Leveraged Stock Bonus, pro-rated based on the time he or she was actually employed by a Participating Employer during the Extended Performance Period, payable upon separation of employment.

(d) In the event an eligible Employee is involuntarily terminated by a Participating Employer prior to payment of the Performance Leveraged Stock Bonus because employee is eligible for long-term disability benefits of the Company, employee shall receive a pro-rated Performance Leveraged Stock Bonus, based on the time he or she was actually employed by a Participating Employer during the Extended Performance Period, based on actual payout of the Performance Leveraged Stock Bonus following expiration of the Extended Performance Period according to paragraph 4.6 below.

4.5 *Form of Payment.* The amount of Performance Leveraged Stock Bonus payable under this compensation program shall be paid in Common Stock (payable in whole shares only rounded down to the nearest share).

4.6 *Timing of Payment.* Except as otherwise provided in section 4.4(c) above, payment of the Performance Leveraged Stock Bonus will be made as soon as reasonably practicable during the calendar year following the Extended Performance Period to which such Performance Leveraged Stock Bonus relates.

4.7 *Performance Leveraged Stock Bonus for Newly Hired or Newly Promoted eligible Employees.* In the event an individual is hired as an eligible Employee, or promoted into an eligible Employee position, such eligible Employee may be eligible for payment of a pro-rated Performance Leveraged Stock Bonus, as determined in the sole discretion of the Company or the Committee for Section 16 Officers, at each date of payment of a Performance Leveraged Stock Bonus after the date of hire or after the date of promotion.

## **V. PERSONAL OBJECTIVES BONUS**

5.1 *Determination of Personal Objectives Bonus—In General.* At the end of each Performance Period, the Compensation Committee will evaluate Section 16 Officer eligible Employee's performance against relevant strategic objectives and award a Personal Objectives Bonus, up to the maximum amounts listed in Appendix B. The Compensation Committee will seek the input of the Chief Executive Officer on the Personal Objectives Bonuses to be awarded to other Section 16 Officers eligible Employees. At the end of each Performance Period, the designated supervisor of a non-Section 16 Officer eligible Employee will evaluate the non-Section 16 Officer eligible Employee's performance against relevant strategic objectives and award a Personal Objectives Bonus, up to the maximum amounts listed in Appendix B. Following such determination, payment of the Personal Objectives Bonus shall be made to eligible Employees as soon as reasonably practicable following the end of the applicable Performance Period, provided that such payment shall be made no later than the 15<sup>th</sup> day of the third month following the Performance Period to which such Personal Objectives Bonus relates.

5.2 *Separation of Employment and Payment of Personal Bonus.* In the event an eligible Employee separates employment from a Participating Employer and is a Terminated Eligible Employee, the Personal Objectives Bonus shall be paid at 50% of the maximum level shown on Appendix B (with the exception that the calculation shall be based upon current rate of base salary, rather than eligible earnings), pro-rated for the time of employment during the Performance Period, and shall be paid as soon as practicable. If an eligible Employee is not a Terminated Eligible Employee, eligible Employee shall not be entitled to payment of a Personal Objectives Bonus on or after any separation of employment, voluntary or involuntary.

## **VI. CHANGE OF CONTROL**

6.1 *Personal Objectives Bonus.* In the event of a Change of Control (as defined in the AICP), each eligible Employee, excluding any Terminated Eligible Employee who terminated prior to the Change of Control, shall become entitled to the payment of a 50% of the maximum Personal Objectives Bonus, pro-rated for partial service during any Performance Period, payable within 5 days following the date of such Change of Control.

6.2 *Strategic Stock Unit Bonus.* In the event of a Change of Control (as defined in the AICP) each Strategic Stock Unit Bonus for the current Performance Period shall immediately be paid at target level in the form of a restricted stock unit award vesting 1/3 on January 1 of the year immediately following the year in which the Change of Control occurred, and another 1/3 on each of the following two January 1 anniversaries. The restricted stock unit award agreement shall provide for immediate vesting of all outstanding restricted stock units upon a termination of employment entitling the grantee to benefits under the applicable Executive Change of Control Plan of Newmont.

6.3 *Performance Leveraged Stock Bonus.* In the event of a Change of Control (as defined in the Newmont Annual Incentive Compensation Program), each eligible Employee or a Terminated Eligible Employee who terminated employment on account of Retirement (all other Terminated Eligible Employees who terminated employment prior to the Change of Control shall be excluded), shall become entitled to the payment of a Performance Leveraged Stock Bonus for an Extended Performance Period. The Performance Leveraged Stock Bonus shall be calculated in the manner stated in section 4.2 above, with the exception that (i) the Extended Performance Period shall be deemed to end on the date of the Change of Control, (ii) the Change of Control Price shall be substituted for the average closing price of Common Stock for the fourth quarter of the last calendar year of the Extended Performance Period for purposes of section 4.3(a)(i) above, and (iii) the TSR Payout Factor will be based on Relative Total Shareholder Return utilizing the Change of Control Price as the final closing price of a share of Common Stock. The Performance Leveraged Stock Bonus shall be paid out as follows: (A) the percentage of the Performance Leveraged Stock Bonus equal to the percentage of the Extended Performance Period that elapsed up to the Change of Control shall be paid in a number of shares of common stock of the acquiring or resulting corporation or any parent or subsidiary thereof or that may be issuable by another corporation that is a party to the transaction resulting in such Change of Control received in such transaction by holders of Common Stock (such common stock, “Acquirer Stock”) equal to (x) the number of shares of Acquirer Stock received by such a holder for each share of Common Stock held by such holder in such transaction multiplied by (y) the number of shares of Common Stock subject to such percentage of the Performance Leveraged Stock Bonus, or (B) if Acquirer Stock is not issued in connection with such transaction, cash in an amount equal to the Change of Control Price multiplied by the number of shares of Common Stock subject to such percentage of the Performance Leveraged Stock Bonus, within 5 days following the date of the Change of Control (*provided, however,* that if such Change of Control does not constitute a change in the ownership or effective control of Newmont Mining or of a substantial portion of the assets of Newmont Mining, pursuant to Treasury Regulations Section 1.409A-3(i)(5) (a “409A CoC”), such percentage of the Performance Leveraged Stock Bonus shall be so paid when the Performance Leveraged Stock Bonus would otherwise have been paid in accordance with Article IV), and b) the percentage of the Performance Leveraged Stock Bonus equal to the percentage of the Extended Performance Period that did not elapse prior to the Change of Control shall be paid in the form of (A) restricted stock units covering a number of shares of Acquirer Stock equal to (x) the number of shares of Acquirer Stock received by a holder of Common Stock for each share of Common Stock held by such holder in such transaction multiplied by (y) the number of shares of Common Stock subject to such percentage of the Performance Leveraged Stock Bonus, that will have a vesting period equal to the Extended Performance Period otherwise remaining as of the date of the Change of Control, or (B) if Acquirer Stock is not issued in connection with such transaction, a deferred compensation arrangement with a balance initially equal to the Change of Control Price multiplied by the number of shares of Common Stock subject to such percentage of the Performance Leveraged Stock Bonus, that will have a vesting period equal to the Extended Performance Period otherwise remaining as of the date of the Change of Control and a value from time to time as if such initial balance were invested in such deemed investment as the Compensation Committee as constituted before the Change of Control shall determine in its discretion. The portion of the Performance Leveraged Stock Bonus described in clause (b) of the preceding sentence shall vest upon any termination of employment of the eligible Employee with a Participating Employer prior to the expiration of the vesting period, with the exception of voluntary termination or termination for Cause, as defined in Newmont Mining’s Executive Change of Control Plan. Such portion shall be paid in cash within 5 days following vesting; *provided, however,* that if such Change of Control does not constitute a 409A CoC, such portion, to the extent vested in accordance with this sentence, shall be so paid when they would otherwise have been paid in accordance with Article IV.

## **VII. GENERAL PROVISIONS**

7.1 *Administration.* This compensation program shall be administered by the Compensation Committee or its delegee. All actions by Newmont Mining under this program shall be taken by the Compensation Committee or its delegee. The Compensation Committee shall interpret the provisions of this program in its full and absolute discretion. All determinations and actions of the Compensation Committee with respect to this program shall be taken or made in its full and absolute discretion in accordance with the terms of this program and shall be final, binding and conclusive on all persons.

7.2 *Plan Unfunded.* This compensation program shall be unfunded and no trust or other funding mechanism shall be established for this program. All benefits to be paid pursuant to this program shall be paid by Newmont Mining or another Participating Employer from its respective general assets, and an eligible Employee or Terminated Eligible Employee (or his heir or devisee) shall not have any greater rights than a general, unsecured creditor against Newmont Mining or another Participating Employer, as applicable, for any amounts payable hereunder.

7.3 *Amount Payable Upon Death of Employee.* If an eligible Employee who is entitled to payment hereunder dies after becoming eligible for payment but before receiving full payment of the amount due, or if an eligible Employee dies and becomes a Terminated Eligible Employee, all amounts due shall be paid as soon as practicable after the death of such eligible Employee or Terminated Eligible Employee to the beneficiary or beneficiaries designated by such eligible Employee or Terminated Eligible Employee to receive life insurance proceeds under Newmont Mining's life insurance plan. In the absence of an effective beneficiary designation under such plan, any amount payable hereunder following the death of such eligible Employee or Terminated Eligible Employee shall be paid to his or her estate.

7.4 *Reimbursement.* The Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of a Strategic Stock Unit Bonus and Performance Leveraged Stock Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if: a) the amount of such Strategic Stock Unit Bonus or Performance Leveraged Stock Bonus was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement, and b) the amount of such Strategic Stock Unit Bonus or Performance Leveraged Stock Bonus that would have been awarded to the eligible Employee had the financial results been reported as in the restatement would have been lower than the Strategic Stock Unit Bonus or Performance Leveraged Stock Bonus actually awarded. Additionally, the Compensation Committee, to the full extent permitted by governing law, shall have the discretion to require reimbursement of any portion of a Strategic Stock Unit Bonus, Performance Leveraged Stock Bonus and Strategic Objective Bonus previously paid to an eligible Employee pursuant to the terms of this compensation program if the eligible employee is terminated for cause as defined in the Executive Change of Control Plan of Newmont.

7.5 *Withholding Taxes.* All bonuses payable hereunder shall be subject to the withholding of such amounts as Newmont Mining or a Participating Employer may determine is required to be withheld pursuant to any applicable federal, state or local law or regulation. The Compensation Committee may, in its sole discretion, permit eligible Employees to satisfy the minimum withholding applicable to the portion of the bonus payable in shares of Common Stock or Performance Stock by causing Newmont Mining to withhold the appropriate number of shares of Common Stock or Performance Stock from the bonus otherwise payable and to make the requisite withholding payments on behalf of the eligible Employee.

7.6 *Issuance of Stock*. Shares of Common Stock and Performance Stock issued under this compensation program may be issued pursuant to the provisions of any stock plan of Newmont Mining or as otherwise determined in the sole discretion of the Compensation Committee. All awards under this compensation program that consist of Common Stock or that are valued in whole or in part by reference to, or are otherwise based on, Common Stock, shall be treated as made under the 2013 Stock Incentive Plan as well as this compensation program and thereby subject to the applicable terms and conditions of the 2013 Stock Incentive Plan.

7.7 *General Operation and Amendment*. Notwithstanding anything contained in this compensation program to the contrary, this compensation program shall be administered and operated in accordance with any applicable laws and regulations including but not limited to laws affecting the timing of payment of any bonus under this compensation program.

7.8 *Right of Offset*. To the extent permitted by applicable law, Newmont Mining or a Participating Employer may, in its sole discretion, apply any bonus payments otherwise due and payable under this compensation program against debts of an eligible Employee to Newmont Mining or an Affiliated Entity. By accepting payments under this compensation program, all eligible Employees shall consent to the reduction of any compensation paid to the eligible Employee by Newmont Mining or an Affiliated Entity to the extent the eligible Employee receives an overpayment from this compensation program.

7.9 *Termination and Amendment*. The Board may at any time amend, modify, suspend or terminate this compensation program; provided, however, that the Compensation Committee may, consistent with its administrative powers, waive or adjust provisions of this compensation program as it determines necessary from time to time. The Compensation Committee may amend the terms of any award theretofore granted hereunder, but no such amendment shall be inconsistent with the terms and conditions of this compensation program or materially impair the previously accrued rights of the eligible Employee to whom such award was granted with respect to such award without his or her consent, except such an amendment made to cause this program or such award to comply with applicable law, tax rules, stock exchange rules or accounting rules.

7.10 *Severability*. If any section, subsection or specific provision is found to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of this compensation program, and this compensation program shall be construed and enforced as if such illegal and invalid provision had never been set forth in this compensation program.

7.11 *No Right to Employment*. The establishment of this compensation program shall not be deemed to confer upon any eligible Employee any legal right to be employed by, or to be retained in the employ of, Newmont Mining, a Participating Employer or any Affiliated Entity, or to give any eligible Employee any right to receive any payment whatsoever, except as provided under this compensation program. All eligible Employees shall remain subject to discharge from employment to the same extent as if this compensation program had never been adopted.

7.12 *Transferability*. Any bonus payable hereunder is personal to the eligible Employee and may not be sold, exchanged, transferred, pledged, assigned or otherwise disposed of except by will or by the laws of descent and distribution.

7.13 *Successors*. This compensation program shall be binding upon and inure to the benefit of Newmont Mining and eligible Employees and their respective heirs, representatives and successors.

7.14 *Governing Law*. This compensation program and all agreements hereunder shall be construed in accordance with and governed by the laws of the State of Colorado, unless superseded by federal law.

7.15 *Section 409A*. It is the intention of Newmont Mining that awards and payments under this compensation program comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively "Code Section 409A"), and Newmont Mining shall have complete discretion to interpret and construe this program and any related plan or agreement in any manner that establishes an exemption from (or compliance with) the requirements of Code Section 409A. If for any reason, such as imprecision in drafting, any provision of this program and/or any such plan or agreement does not accurately reflect its intended establishment of an exemption from (or compliance with) Code Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Code Section 409A and shall be interpreted by Newmont Mining in a manner consistent with such intent, as determined in the discretion of Newmont Mining. None of Newmont Mining nor any other Participating Employer shall be liable to any eligible Employee or any other person (i) if any provisions of this program do not satisfy an exemption from, or the conditions of, Code Section 409A, or (ii) as to any tax consequence expected, but not realized, by any eligible Employee or other person due to the receipt or payment of any award under this program.

**Appendix A**

**Target Strategic Stock Unit Bonus**

<u>Grade</u>	<u>Percentage of Base Salary</u>
E-1	166.7%
E-2	—
E-3 Executive Vice President, Operations and Projects	350% <sup>1</sup>
E-3 Executive Vice President and Chief Financial Officer and Executive Vice President Strategic Development	100%
E-3 All Other	90%
E-4	55%

**APPENDIX A-1**

EBITDA Payout Percentage

<u>Actual EBITDA Performance Compared to Target EBITDA Performance</u>	<u>EBITDA Payout Percentage</u>
112.5% and above	150% payout
100%-112.5% of target	100% payout plus an increase of 4% of target payout for every percent above 100% of target EBITDA performance
75%-100% of target	50% payout plus an increase of 2% of target payout for every percent above 75% of target EBITDA performance.
Below 75% of target	No payout

<sup>1</sup> Executive Vice President, Operations and Projects does not participate in Performance Leveraged Stock Unit program.

**APPENDIX B**

**Maximum Personal Objectives Bonuses**

<b>Pay Grade</b>	<b>Maximum Personal Objectives Bonus as a Percentage of Base Salary (which constitutes the Eligible Earnings for the year as defined in the AICP)</b>
<b>E-1</b>	150%
<b>E-2</b>	—
<b>E-3</b> Executive Vice President Operations and Projects	125%
<b>E-3</b> Executive Vice President and Chief Financial Officer and Executive Vice President, Strategic Development	90%
<b>E-3</b> All Other	85%
<b>E-4</b>	75%

**APPENDIX C**

**Target Performance Leveraged Stock Bonus**

<b>Grade</b>	<b>Percentage of Base Salary</b>
<b>E-1</b>	<b>333.3%</b>
<b>E-2</b>	—
<b>E-3</b> Executive Vice President, Operations and Projects	N/A <sup>2</sup>
<b>E-3</b> Executive Vice President and Chief Financial Officer and Executive Vice President, Strategic Development	<b>200%</b>
<b>E-3</b> All Other	<b>180%</b>
<b>E-4</b>	<b>110%</b>

<sup>2</sup> Executive Vice President, Operations and Projects does not participate in Performance Leveraged Stock Unit program.

**NEWMONT MINING CORPORATION AND SUBSIDIARIES**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**  
(Amounts in millions, except ratio)

	<u>Three Months Ended March 31, 2014</u>
<b>Earnings:</b>	
Income before income and mining tax and other items <sup>(1)</sup>	\$ 143
<b>Adjustments:</b>	
Fixed charges added to earnings	98
Amortization of capitalized interest	4
	<u>\$ 245</u>
<b>Fixed Charges:</b>	
Net interest expense <sup>(2)</sup>	\$ 93
Portion of rental expense representative of interest	5
Fixed charges added to earnings	98
Capitalized interest	5
	<u>\$ 103</u>
<b>Ratio of earnings to fixed charges</b>	<u>2.4</u>

<sup>(1)</sup> Excludes interest on income tax liabilities. Interest and penalties related to income taxes are included in *Income and mining tax expense*.

<sup>(2)</sup> Includes interest expense of majority-owned subsidiaries and amortization of debt issuance costs.

**An open letter to our stakeholders:**

At Newmont, we are committed to high ethical standards and leading in corporate responsibility. That responsibility includes a mandate for ethical behavior by all of our employees, officers and directors, and by our partners, vendors and contractors when they are working with us or on our behalf. That mandate is the subject of our Code of Conduct.

Our corporate responsibility also includes an unwavering adherence to the social, environmental, and economic principles of sustainable development, and the ongoing role of sustainability as a critical differentiating factor in who we are and how we conduct our business.

In addition to our commitment to sustainability, we will promote fundamental human rights, especially of those who live in the communities where we operate and those with whom we work.

In 2013, we started every group meeting at Newmont with a discussion of safety. While we focus on physical safety in our mining operations, our emphasis on ethical standards and corporate responsibility reflects our commitment to safe business practices and working to ensure that we positively impact all of our stakeholders. We are honored to lead Newmont and want all of our employees, contractors, partners, Board of Directors and valued stakeholders to be proud of how we conduct ourselves in every circumstance.

Sincerely,

Gary J. Goldberg  
President and Chief Executive Officer

Vincent A. Calarco  
Board of Directors, Independent Chairman



## NEWMONT'S CODE OF CONDUCT ("CODE")

### Overview of Our Code

Newmont's Code of Conduct sets out threshold expectations of behavior for Newmont employees, officers and directors, and for our business partners, vendors and contractors when they are working with us or on our behalf. These expectations should be visible at all times to our co-workers, host communities and governments, shareholders, and other individuals and groups whose opinions influence our success. Collectively, these are our stakeholders.

The Code expresses Newmont's expectations in general terms. It does not address every situation that may arise. If you find yourself in a situation that presents a difficult ethical decision and you cannot find the guidance you need here, or in any of the Policies, Standards or supporting documents that Newmont has adopted, you should ask your manager or your regional [Ethics Advocate](#), or ask a question through the [Ethics Solutions Tool](#), which can accept anonymous submissions. Our Code and Policies are publicly available through our website, and our Standards and Guidelines are available on Prospecor or, for non-Newmont employees, through your Newmont supervisor.

At Newmont, our expectation is that managers will set a tone for ethical behavior for all of their employees, and that managers will lead by example. We also expect that their doors will be open to employees with questions about ethics and compliance. All of the resources described here are designed to ensure that issues and questions can easily be raised and appropriately addressed, and that employees get answers.

While the Code includes a number of sections that relate to specific laws, most of the Code is based on good common sense and sound judgment. If you step back from a situation and ask yourself, "what's the right thing to do?" you will most often arrive at the right solution. It can also be useful to ask yourself: "how would I feel if my decision were featured on the front page of the newspaper?" or "would I be proud to explain my actions to my co-workers, family members and friends?"

Finally, in our global operations, local cultural norms sometimes conflict with Newmont's legal obligations or Policies. When such a situation arises, please consult the resources listed above and the legal department. In these cases, Newmont's legal obligations and Policies must control your conduct.

## STANDARDS OF CONDUCT AT NEWMONT

- 1. We work safely.** We are committed to an accident and injury free workplace, and to protecting the health and wellbeing of our employees. Full and consistent implementation of Newmont's safety standards, systems and procedures is required wherever we operate. Please see our [Health and Safety Policy](#) for more on these topics.
- 2. We promote sustainability.** We adhere to the social, environmental, and economic principles of sustainable development, and the ongoing role of sustainability as a critical differentiating factor in who we are and how we conduct our business. Our commitment to sustainability includes the promotion of fundamental human rights, especially of those who live in the communities where we operate and those with whom we work. Please see our [Sustainability and Stakeholder Engagement Policy](#) for more on these topics.
- 3. We value diversity and work respectfully.** We welcome employees from a wide range of cultures and races and seek to maximize local employment so our workforce reflects the communities where we operate. Please see our [People Policy](#) and our [Sustainability and Stakeholder Engagement Policy](#) for more on these topics.
- 4. We make hiring and promotion decisions fairly.** Newmont is an equal opportunity employer. We recruit, select, place, promote and compensate employees on the basis of their qualifications for the job and do not discriminate against one another on the basis of national origin, race, religion, sex, sexual orientation, disability or age or any other attribute that is protected by local laws. Please see our [People Policy](#) for more on these topics.
- 5. We work collaboratively.** We work together toward solutions that benefit our business and our stakeholders. Harassment (including all forms of sexual harassment and harassment based upon other legally protected categories), bullying, rude or disrespectful behavior, lewd comments, and pornography are not allowed, and Newmont prohibits any acts or threats of violence while conducting business on or off Company property. Please see our [People Policy](#) for more on these topics.
- 6. We work honestly and in the best interests of Newmont.** We are truthful in our work related interactions, whether in explaining a problem to our supervisor or in reporting results. We will not let gifts or entertainment improperly influence decisions related to Newmont. We avoid situations where Newmont's interests and our own interests conflict, or even appear to be inconsistent. We do not take personal advantage of opportunities that we discover through our work for Newmont, and we do not use Newmont property or information for our own or our family members' or friends' gain. We recognize that our behavior away from the workplace can impact Newmont and our employment, and we report all legal charges (including traffic violations if we operate a vehicle for the Company) or convictions to our supervisors and the Human Resources department in a timely manner. Please see our [Business Integrity Policy](#) and our [People Policy](#) for more on these topics.

7. **We follow established standards for operations and resource development.** These standards are designed to ensure we perform in a manner that will deliver value for all of our stakeholders while honoring our commitments to corporate responsibility. Please see our [Operations and Resource Development Policy](#) for more on these topics.
8. **All of our relationships are based on integrity.** Our interactions with our business partners and all government officials and agencies, whether local, regional, or national, must be beyond reproach. As a founding member of the Partnering Against Corruption Initiative, we prohibit corruption and we only use appropriate and lawful means when we engage with government officials, our partners and other stakeholders to act for the benefit of Newmont. Please see our [Business Integrity Policy](#) for more on this topic.
9. **We behave honestly in the marketplace.** We will not trade in Newmont stock or the stock of any other company based on material information that has not been disclosed to the public, and we will not disclose such information to others so that they may trade based on it. Please see our Business [Integrity Policy](#) for more on this topic.
10. **We protect the value of Newmont’s assets, including its physical assets, its information and data, and its good name and reputation.** We follow applicable security and information technology standards to protect Newmont’s physical assets and intellectual property from theft, loss, damage, or misuse. We safeguard Newmont’s confidential information from unauthorized disclosure, changes or loss, and we uphold the value of Newmont’s reputation and good name whenever we represent the Company. Please see our [Asset and Value Protection Policy](#) for more on this topic.
11. **We speak up when we see issues or have questions, and cooperate candidly in investigations.** We communicate with our managers or our regional [Ethics Advocate](#), or we report issues to the [Ethics Solution Tool](#) if we have questions about or feel that we are being pressured to violate our ethical responsibilities, or see others doing so. We also candidly cooperate in investigations regarding ethics and compliance matters. Please see our [People Policy](#) for more on this topic.
12. **We support and protect those who speak-up.** No employee will be retaliated against in any way for asking questions or voicing concerns about our legal or ethical obligations when acting in good faith. Please see our [People Policy](#) for more on this topic.
13. **We are accountable for upholding the Code.** Every Newmont employee, officer, director, partner, vendor, and contractor engaged on behalf of the Company is accountable for complying with Newmont’s Code, Policies, Standards and Guidelines, and all local and national laws, and applicable regulations in all countries where Newmont does business. Failure to live up to the responsibilities in our Code may result in disciplinary action, up to and including termination of employment. Please see our [People Policy](#) for more on this topic.

**14. How our governance works.** This Code reflects our expectations of one another as we work to advance the interests of Newmont and its stakeholders. It is the foundation of our Ethics and Compliance Program and our internal governance, which consists of the Policies listed below and relevant Standards, Guidelines and other supporting documents.

- a. Health and Safety Policy
- b. Operations and Resource Development Policy
- c. Asset and Value Protection Policy
- d. Business Integrity Policy
- e. People Policy
- f. Sustainability and Stakeholder Engagement Policy

**15. Resources and contact information**

- a. Ethics Advocates
- b. Corporate Ethics and Compliance Team
- c. Ethics Solutions Tool  
[www.ethicssolutionstool.ethicspoint.com](http://www.ethicssolutionstool.ethicspoint.com)  
1.800.968.8010

The Code does not represent, and may not be interpreted as an employment contract or other legally binding agreement between Newmont and any employee or any other person or entity. Similarly, no person or entity may claim to be a third party beneficiary of this Code. Unless covered by a collective bargaining agreement or specific employment contract or inconsistent with applicable local law, employment with Newmont is at-will, which means that either the employee or Newmont may terminate the employment relationship at any time, with or without cause, justification or explanation to the other. Unless contrary to local law or a collective bargaining agreement, the at-will nature of any Newmont employee's individual employment relationship with Newmont can only be modified by contract through a written agreement signed by both the employee and either the Executive Vice President, Human Resources or the Chief Executive Officer.

**Code acknowledgement and process for waiver**

The version of the Code provided to Newmont employees includes an explanation that this Code is not a contract of employment. That version also includes sections describing the meaning of receipt of the Code and employees' acknowledgement of it.

The Code is available to Newmont employees through the Prospector internal web site under the Ethics Tab and has been provided in printed form to Newmont employees without regular computer access.

**Waiver.** This Code cannot be waived without appropriate approval. If you encounter a situation that you believe may require waiver of a provision of the Code, raise the issue promptly with your manager, your regional Ethics Advocate or through a submission to the Ethics Solutions Tool. Directors and executive officers who seek a waiver should address the Board of Directors or a designated committee of the Board. Waivers for Directors and executive officers will be disclosed to the extent and in the manner required by law, regulation, or stock exchange listing standard.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER  
(Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002)**

I, Gary J. Goldberg, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Newmont Mining Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ GARY J. GOLDBERG

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**Gary J. Goldberg**  
Chief Executive Officer  
(Principal Executive Officer)

April 24, 2014

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
(Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002)**

I, Laurie Brlas, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Newmont Mining Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ LAURIE BRLAS  
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**Laurie Brlas**  
Chief Financial Officer  
(Principal Financial Officer)

April 24, 2014

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
(Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)**

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 of Newmont Mining Corporation (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report") and pursuant to 18. U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Gary J. Goldberg, Chief Executive Officer of the Company, certify, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GARY J. GOLDBERG

**Gary J. Goldberg**  
Chief Executive Officer  
*(Principal Executive Officer)*

April 24, 2014

Note: A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
(Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)**

In connection with the Quarterly Report on Form 10-Q for the quarter ended March 31, 2014 of Newmont Mining Corporation (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report") and pursuant to 18. U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, I, Laurie Brlas, Chief Financial Officer of the Company, certify, that to my knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ LAURIE BRLAS

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**Laurie Brlas**

Chief Financial Officer

*(Principal Financial Officer)*

April 24, 2014

Note: A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

### Mine Safety Disclosure

The following disclosures are provided pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) and Item 104 of Regulation S-K, which requires certain disclosures by companies required to file periodic reports under the Securities Exchange Act of 1934, as amended, that operate mines regulated under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”). The disclosures reflect our U.S. mining operations only as the requirements of the Act and Item 104 of Regulation S-K do not apply to our mines operated outside the United States.

*Mine Safety Information.* Whenever the Federal Mine Safety and Health Administration (“MSHA”) believes a violation of the Mine Act, any health or safety standard or any regulation has occurred, it may issue a citation which describes the alleged violation and fixes a time within which the U.S. mining operator (e.g. our subsidiary, Newmont USA Limited) must abate the alleged violation. In some situations, such as when MSHA believes that conditions pose a hazard to miners, MSHA may issue an order removing miners from the area of the mine affected by the condition until the alleged hazards are corrected. When MSHA issues a citation or order, it generally proposes a civil penalty, or fine, as a result of the alleged violation, that the operator is ordered to pay. Citations and orders can be contested and appealed, and as part of that process, are often reduced in severity and amount, and are sometimes dismissed. The number of citations, orders and proposed assessments vary depending on the size and type (underground or surface) of the mine as well as by the MSHA inspector(s) assigned.

The below table reflects citations and orders issued to us by MSHA during the quarter ended March 31, 2014. The proposed assessments for the quarter ended March 31, 2014 were taken from the MSHA data retrieval system as of April 3, 2014.

Additional information about the Act and MSHA references used in the table follows.

- *Section 104(a) S&S Citations:* Citations received from MSHA under section 104(a) of the Mine Act for violations of mandatory health or safety standards that could significantly and substantially contribute to the cause and effect of a mine safety or health hazard.
- *Section 104(b) Orders:* Orders issued by MSHA under section 104(b) of the Mine Act, which represents a failure to abate a citation under section 104(a) within the period of time prescribed by MSHA. This results in an order of immediate withdrawal from the area of the mine affected by the condition until MSHA determines that the violation has been abated.
- *Section 104(d) S&S Citations and Orders:* Citations and orders issued by MSHA under section 104(d) of the Mine Act for unwarrantable failure to comply with mandatory, significant and substantial health or safety standards.
- *Section 110(b)(2) Violations:* Flagrant violations issued by MSHA under section 110(b)(2) of the Mine Act.
- *Section 107(a) Orders:* Orders issued by MSHA under section 107(a) of the Mine Act for situations in which MSHA determined an “imminent danger” (as defined by MSHA) existed.

Mine <sup>(1)</sup>	Section 104(a) S&S Citations <sup>(2)</sup>	Section 104(b) Orders	Section 104(d) S&S Citations and Orders <sup>(2)</sup>	Section 110(b)(2) Violations	Section 107(a) Orders	(\$ in millions) Proposed MSHA Assessments <sup>(3)</sup>	Fatalities
Chukar	—	—	—	—	—	\$ —	—
Emigrant	—	—	—	—	—	\$ —	—
Exodus	—	—	—	—	—	\$ —	—
Genesis	7	—	—	—	—	\$ —	—
Leeville	7	—	—	—	—	\$ —	—
Lone Tree	—	—	—	—	—	\$ —	—
Midas	5	—	—	—	—	\$ —	—
Mill 6	—	—	—	—	—	\$ —	—
Pete Bajo	—	—	—	—	—	\$ —	—
Phoenix	—	—	—	—	—	\$ —	—
South Area	1	—	—	—	—	\$ —	—
Twin Creeks	—	—	—	—	—	\$ —	—
Vista	—	—	—	—	—	\$ —	—
<b>TOTAL</b>	<b>20</b>	—	—	—	—	\$ —	—

- (1) The definition of a mine under section 3 of the Mine Act includes the mine, as well as other items used in, or to be used in, or resulting from, the work of extracting minerals, such as land, structures, facilities, equipment, machines, tools, and minerals preparation facilities. Unless otherwise indicated, any of these other items associated with a single mine have been aggregated in the totals for that mine. MSHA assigns an identification number to each mine and may or may not assign separate identification numbers to related facilities such as preparation facilities. We are providing the information in the table by mine rather than MSHA identification number because that is how we manage and operate our mining business and we believe this presentation will be more useful to investors than providing information based on MSHA identification numbers.
- (2) 20 Section 104(a) S&S Citations and—Section 104(d) S&S Citations and Orders were subject to contest as of March 31, 2014.
- (3) Represents the total dollar value of the proposed assessment from MSHA under the Mine Act pursuant to the citations and or orders preceding such dollar value in the corresponding row. No proposed assessments of the orders or citations listed above had yet been posted to the MSHA data retrieval system or made available to the Company by MSHA as of April 3, 2014.

*Pattern or Potential Pattern of Violations.* During the quarter ended March 31, 2014, none of the mines operated by us received written notice from MSHA of (a) a pattern of violations of mandatory health or safety standards that are of such nature as could have significantly and substantially contributed to the cause and effect of mine health or safety hazards under section 104(e) of the Mine Act or (b) the potential to have such a pattern.

*Pending Legal Actions.* The following table reflects pending legal actions before the Federal Mine Safety and Health Review Commission (the “Commission”), an independent adjudicative agency that provides administrative trial and appellate review of legal disputes arising under the Mine Act, as of March 31, 2014, together with the number of legal actions instituted and the number of legal actions resolved during 2014.

<u>Mine<sup>(1)</sup></u>	<u>Pending Legal Actions as of 3/31/2014<sup>(2)</sup></u>	<u>Legal Actions Instituted as of 3/31/2014</u>	<u>Legal Actions Resolved as of 3/31/2014</u>
Chukar	—	—	—
Emigrant	—	—	—
Exodus	1	—	—
Genesis	—	—	1
Leeville	3	2	2
Lone Tree	—	—	—
Midas	—	—	3
Mill 6	—	—	—
Pete Bajo	—	—	1
Phoenix	—	—	—
South Area	—	—	—
Twin Creeks	—	—	1
Vista	—	—	—
<b>TOTAL</b>	<b><u>4</u></b>	<b><u>2</u></b>	<b><u>8</u></b>

- (1) The definition of a mine under section 3 of the Mine Act includes the mine, as well as other items used in, or to be used in, or resulting from, the work of extracting minerals, such as land, structures, facilities, equipment, machines, tools and minerals preparation facilities. Unless otherwise indicated, any of these other items associated with a single mine have been aggregated in the totals for that mine. MSHA assigns an identification number to each mine and may or may not assign separate identification numbers to related facilities such as preparation facilities. We are providing the information in the table by mine rather than MSHA identification number because that is how we manage and operate our mining business and we believe this presentation will be more useful to investors than providing information based on MSHA identification numbers.
- (2) The foregoing list includes legal actions which were initiated prior to the current reporting period and which do not necessarily relate to citations, orders or proposed assessments issued by MSHA during the quarter ended March 31, 2014. The number of legal actions noted above are reported on a per docket basis.

Legal actions pending before the Commission may involve, among other questions, challenges by operators to citations, orders and penalties they have received from MSHA or complaints of discrimination by miners under section 105 of the Mine Act. The following is a brief description of the types of legal actions that may be brought before the Commission.

- *Contests of Citations and Orders:* A contest proceeding may be filed with the Commission by operators, miners or miners' representatives to challenge the issuance of a citation or order issued by MSHA.
- *Contests of Proposed Penalties (Petitions for Assessment of Penalties):* A contest of a proposed penalty is an administrative proceeding before the Commission challenging a civil penalty that MSHA has proposed for the alleged violation contained in a citation or order. The validity of the citation may also be challenged in this proceeding as well.
- *Complaints for Compensation:* A complaint for compensation may be filed with the Commission by miners entitled to compensation when a mine is closed by certain withdrawal orders issued by MSHA. The purpose of the proceeding is to determine the amount of compensation, if any, due miners idled by the orders.
- *Complaints of Discharge, Discrimination or Interference:* A discrimination proceeding is a case that involves a miner's allegation that he or she has suffered a wrong by the operator because he or she engaged in some type of activity protected under the Mine Act, such as making a safety complaint.
- *Applications for Temporary Relief:* An application for temporary relief from any modification or termination of any order or from any order issued under section 104 of the Mine Act.
- *Appeals of Judges' Decisions or Orders to the Commission:* A filing with the Commission of a petition for discretionary review of a Judge's decision or order by a person who has been adversely affected or aggrieved by such decision or order.

The following table reflects the types of legal actions pending before the Commission as of March 31, 2014.

<u>Mine<sup>(1)</sup></u>	<u>Contests of Citations and Orders</u>	<u>Contests of Proposed Penalties</u>	<u>Complaints for Compensation</u>	<u>Complaints of Discharge, Discrimination or Interference</u>	<u>Applications for Temporary Relief</u>	<u>Appeals of Judges' Decisions or Orders to the Commission</u>
Chukar	—	—	—	—	—	—
Emigrant	—	—	—	—	—	—
Exodus	—	—	—	—	—	—
Genesis	—	—	—	—	—	—
Leeville	—	9	—	—	—	—
Lone Tree	—	—	—	—	—	—
Midas	—	—	—	—	—	1
Mill 6	—	—	—	—	—	—
Pete Bajo	—	—	—	—	—	—
Phoenix	—	—	—	—	—	—
South Area	—	—	—	—	—	—
Twin Creeks	—	—	—	—	—	—
Vista	—	—	—	—	—	—
<b>TOTAL</b>	<b>—</b>	<b>9</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>1</b>

(1) The definition of a mine under section 3 of the Mine Act includes the mine, as well as other items used in, or to be used in, or resulting from, the work of extracting minerals, such as land, structures, facilities, equipment, machines, tools and minerals preparation facilities. Unless otherwise indicated, any of these other items associated with a single mine have been aggregated in the totals for that mine. MSHA assigns an identification number to each mine and may or may not assign separate identification numbers to related facilities such as preparation facilities. We are providing the information in the table by mine rather than MSHA identification number because that is how we manage and operate our mining business and we believe this presentation will be more useful to investors than providing information based on MSHA identification numbers.