

Form 62-103F1

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Common shares (“**Common Shares**”) of Orosur Mining Inc. (“**Orosur**”)

Orosur’s head office is located at:

Suite 250
1075 West Georgia Street
Vancouver, British Columbia
V6E 3C9

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Newmont Mining Corporation (“**Newmont**”)
6363 South Fiddler’s Green Circle, Suite 800
Greenwood Village, CO, 80111

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On September 7, 2018, Newmont and Orosur entered into a subscription agreement (the “**Subscription agreement**”) pursuant to which Newmont purchased 29,213,186 Common Shares (the “**Purchased Shares**”) at a price of C\$0.091 per Purchased Share for total consideration of US\$2,000,000 (or C\$2,658,400 based on an exchange rate of US\$1 = C\$1.3292) (the “**Private Placement**”).

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.

See Item 2.2 above.

Prior to completion of the Private Placement, Newmont did not own any Common Shares. Following completion of the Private Placement, Newmont beneficially owns 29,213,186 Common Shares, representing approximately 19.9% of the issued and outstanding Common Shares (calculated in accordance with NI 62-103 – *Early Warning Reporting Requirements* of the Canadian Securities Administrators).

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

See Item 2.2 above.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

See Item 3.1 above.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

See Item 3.1 above.

(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and

Not applicable.

(c) the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.

Not applicable.

3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.

Not applicable.

3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.

Not applicable.

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.

Not applicable.

Item 4 – Consideration Paid

4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.

See Item 2.2 above.

4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.

See Item 2.2 above.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer’s business or corporate structure;**
- (g) a change in the reporting issuer’s charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

The Purchased Shares were acquired for investment purposes. Newmont will evaluate its investment in Orosur from time to time and may, based on such evaluation, market conditions and other circumstances, increase or decrease shareholdings as circumstances require through market transactions, private agreements, or otherwise, subject to and in accordance with the terms of the Subscription Agreement. Newmont currently has no future intentions relating to the matters listed in clauses (a) to (k) above.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Pursuant to the Subscription Agreement, from and after the closing of the Private Placement and continuing until the fifth anniversary thereof, Newmont (a) shall have a right (the “**Participation Right**”) to participate in any issuance by Orosur of equity securities (each, an “**Equity Financing**”) such that Newmont’s percentage ownership (calculated in accordance with the Subscription Agreement, but not to exceed 19.9% of the total issued and outstanding Common Shares) (the “**Investment Percentage**”) after giving effect to the proposed Equity Financing (including, for greater certainty, any upsizing, over-allotment option or similar exercised by the underwriter(s) or agent(s)) shall be equal to the Investment Percentage immediately prior to the Equity Financing all on the same terms and conditions offered to other subscribers of the Equity Financing, subject to and in compliance with the terms and conditions of the Subscription Agreement, and (b) shall not, without the prior written consent of the board of directors of Orosur, seek to acquire beneficially or otherwise more than 19.9% of the outstanding voting securities, or direct or indirect rights to acquire more than 19.9% of the outstanding voting securities, of Orosur (the “**Standstill**”). The Standstill shall (a) cease to apply immediately if another party announces its intention to make an offer to acquire all or substantially all of the securities or assets of Orosur; and the foregoing restriction shall apply to Orosur as a registered corporate entity and not to another corporate entity which during the term of this Agreement acquires a controlling interest in Orosur, and (b) not restrict Newmont from exercising its Participation Right.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date: September 10, 2018

"Nancy Lipson"

Nancy Lipson
Vice President and Deputy General
Counsel