

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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2018

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: 001-11307-01



Freeport-McMoRan Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

74-2480931

(I.R.S. Employer Identification No.)

333 North Central Avenue
Phoenix, Arizona

(Address of principal executive offices)

85004-2189

(Zip Code)

(602) 366-8100

(Registrant's telephone number, including area code)

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

Title of each class

Name of each exchange on which registered

Common Stock, par value \$0.10 per share

New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

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 every Interactive Data File required to be submitted 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 such files). Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

The aggregate market value of common stock held by non-affiliates of the registrant was \$22.4 billion on June 30, 2018 .

Common stock issued and outstanding was 1,449,058,885 shares on January 31, 2019 , and 1,448,998,940 shares on June 30, 2018 .

DOCUMENTS INCORPORATED BY REFERENCE

Portions of our proxy statement for our 2019 annual meeting of stockholders are incorporated by reference into Part III (Items 10, 11, 12, 13 and 14) of this report.

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PART I

Items 1. and 2. Business and Properties.

All of our periodic reports filed with the United States (U.S.) Securities and Exchange Commission (SEC) pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available, free of charge, through our website, www.fcx.com, including our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and any amendments to those reports. These reports and amendments are available through our website as soon as reasonably practicable after we electronically file or furnish such material to the SEC.

References to “we,” “us” and “our” refer to Freeport-McMoRan Inc. (FCX) and its consolidated subsidiaries. References to “Notes” refer to the Notes to Consolidated Financial Statements included herein (refer to Item 8), and references to “MD&A” refer to Management’s Discussion and Analysis of Financial Condition and Results of Operations included herein (refer to Item 7).

GENERAL

We are a leading international mining company with headquarters in Phoenix, Arizona. Our company was incorporated under the laws of the state of Delaware on November 10, 1987. We operate large, long-lived geographically diverse assets with significant proven and probable reserves of copper, gold and molybdenum, and we are the world’s largest publicly traded copper producer. Our portfolio of assets includes the Grasberg minerals district in Indonesia, one of the world’s largest copper and gold deposits; and significant mining operations in the Americas, including the large-scale Morenci minerals district in North America and the Cerro Verde operation in South America.

We believe that we have a high-quality portfolio of long-lived copper assets positioned to generate long-term value. We have commenced a project to develop the Lone Star oxide ores near the Safford operation in eastern Arizona, and PT Freeport Indonesia (PT-FI) has several projects in the Grasberg minerals district related to the development of its large-scale, long-lived, high-grade underground ore bodies. We are also pursuing other opportunities to enhance our mines’ net present values, and we continue to advance studies for future development of our copper resources, the timing of which will be dependent on market conditions.

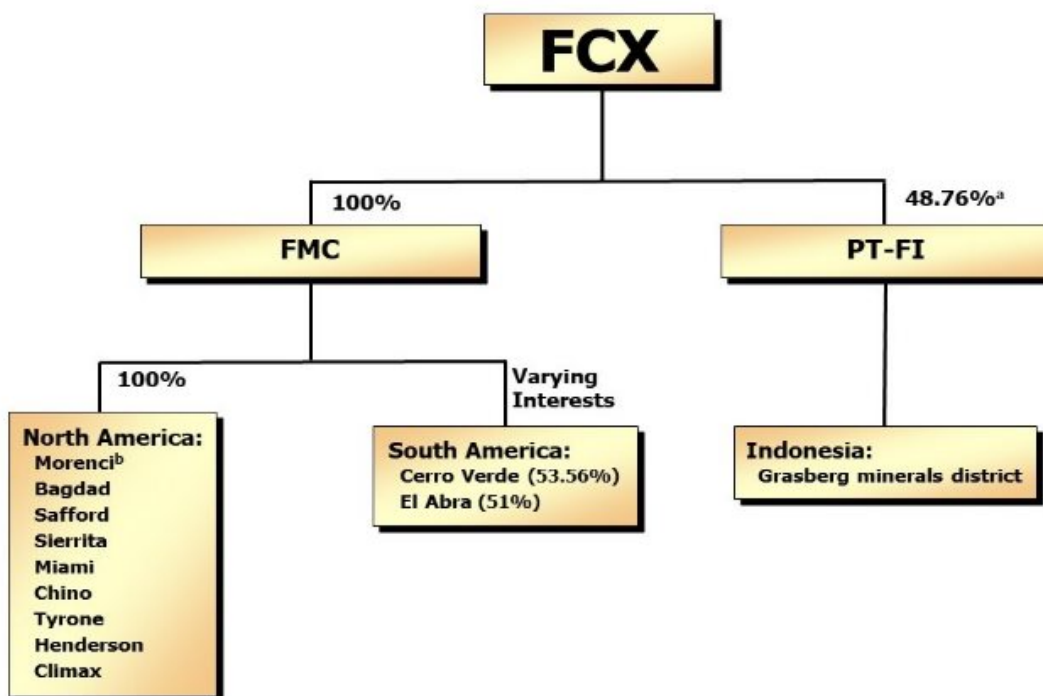
On December 21, 2018, we completed the transaction with the Indonesian government regarding PT-FI’s long-term mining rights and share ownership. We expect our share of future cash flows of the expanded PT-FI asset base, combined with the cash proceeds received in the transaction, to be comparable to our share of anticipated future cash flows under PT-FI’s former Contract of Work (COW) and joint venture arrangements with Rio Tinto plc (Rio Tinto Joint Venture).

As a result of the transaction, PT Indonesia Asahan Aluminium’s (Persero) (PT Inalum), an Indonesian state-owned enterprise, and PT Indonesia Papua Metal Dan Mineral’s (PTI - formerly known as PT Indocopper Investama) collective share ownership of PT-FI totals 51.24 percent and our share ownership is 48.76 percent. The arrangements provide for us and the other pre-transaction PT-FI shareholders to retain the economics of the revenue and cost sharing arrangements under the former Rio Tinto Joint Venture. As a result, our economic interest in PT-FI, including our share of PT-FI’s net income, is expected to approximate 81 percent from 2019 through 2022. Refer to Note 2 for further discussion of the PT-FI divestment transaction.

We, PT-FI, PTI and PT Inalum also entered into a shareholders agreement at closing, which includes provisions related to the governance and management of PT-FI, and establishes our control over the management of PT-FI’s operations. Concurrent with closing the transaction, the Indonesian government granted PT-FI a new special mining license (IUPK) to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has been granted an extension of mining rights through 2031, with rights to extend mining rights through 2041, subject to PT-FI completing the construction of a new smelter in Indonesia within five years of closing the transaction and fulfilling its defined fiscal obligations to the Indonesian government. Refer to Note 13 and Item 1A. “Risk Factors” for further discussion of PT-FI’s IUPK.

During the three years ended December 31, 2018, we have taken actions to restore our balance sheet strength through a combination of asset sale and capital market transactions, which primarily occurred during 2016. Refer to Notes 2 and 10 for further discussion of these transactions. These actions, combined with cash flow from operations, resulted in net reductions of debt totaling \$9.3 billion during the three years ended December 31, 2018.

Following are our ownership interests at December 31, 2018, in operating mines through our subsidiaries, Freeport Minerals Corporation (FMC) and PT-FI:



- a. Prior to December 21, 2018, we owned 90.64 percent of PT-FI and PT-FI had an unincorporated joint venture with Rio Tinto. Refer to Note 2 for further discussion of the PT-FI divestment transaction and Note 3 for discussion of the former Rio Tinto Joint Venture.
- b. FMC has a 72 percent undivided interest in Morenci via an unincorporated joint venture. Refer to Note 3 for further discussion.

At December 31, 2018, our estimated consolidated recoverable proven and probable mineral reserves totaled 119.6 billion pounds of copper, 30.8 million ounces of gold and 3.78 billion pounds of molybdenum. Following is a summary of our estimated consolidated recoverable proven and probable mineral reserves at December 31, 2018, by geographic location (refer to "Mining Operations" for further discussion):

	Copper	Gold	Molybdenum
North America	42%	2%	81% ^a
South America	28	—	19
Indonesia	30	98	—
	<u>100%</u>	<u>100%</u>	<u>100%</u>

- a. Our Henderson and Climax molybdenum mines contain 20 percent of our estimated consolidated recoverable proven and probable molybdenum reserves, and our North America copper mines contain 61 percent.

In North America, we operate seven copper mines - Morenci, Bagdad, Safford, Sierrita and Miami in Arizona, and Chino and Tyrone in New Mexico, and two molybdenum mines - Henderson and Climax in Colorado. In addition to copper, certain of our North America copper mines also produce molybdenum concentrate, gold and silver. In South America, we operate two copper mines - Cerro Verde in Peru and El Abra in Chile. In addition to copper, the Cerro Verde mine also produces molybdenum concentrate and silver. In Indonesia, PT-FI operates in the Grasberg minerals district. In addition to copper, the Grasberg minerals district also produces gold and silver.

Following is a summary of the geographic location of our consolidated copper, gold and molybdenum production for the year 2018 (refer to “Mining Operations” for further information):

	Copper	Gold	Molybdenum
North America	37%	1%	71% ^a
South America	33	—	29
Indonesia	30	99	—
	100%	100%	100%

a. Our Henderson and Climax molybdenum mines produced 37 percent of our consolidated molybdenum production, and our North America copper mines produced 34 percent .

The geographic locations of our operating mines are shown on the world map below.



COPPER, GOLD AND MOLYBDENUM

Following is a brief discussion of our primary natural resources – copper, gold and molybdenum. For further discussion of historical and current market prices of these commodities, refer to MD&A and Item 1A. “Risk Factors.”

Copper

Copper is an internationally traded commodity, and its prices are determined by the major metals exchanges – the London Metal Exchange (LME), New York Mercantile Exchange (NYMEX) and Shanghai Futures Exchange. Prices on these exchanges generally reflect the worldwide balance of copper supply and demand, and can be volatile and cyclical. During 2018 , the LME copper settlement price averaged \$2.96 per pound, ranging from a low of \$2.64 per pound to a high of \$3.29 per pound, and was \$2.71 per pound at December 31, 2018 .

In general, demand for copper reflects the rate of underlying world economic growth, particularly in industrial production and construction. According to Wood Mackenzie, a widely followed independent metals market consultant, copper’s end-use markets (and their estimated shares of total consumption) are construction (30 percent), consumer products (25 percent), electrical applications (24 percent), transportation (11 percent) and industrial machinery (10 percent). We believe copper will continue to be essential in these basic uses as well as contribute significantly to new technologies for energy efficiencies, to advance communications and to enhance public health. Examples of areas we believe will require additional copper in the future include: (i) high efficiency motors, which consume up to 75 percent more copper than a standard motor; (ii) electric vehicles, which consume up to four times the amount of copper in terms of weight compared to vehicles of similar size with an internal combustion engine, and require copper-intensive charging station infrastructure to refuel; and (iii) renewable energy such as wind and solar, which consume four to five times the amount of copper compared to traditional fossil fuel generated power.

Gold

Gold is used for jewelry, coinage and bullion as well as various industrial and electronic applications. Gold can be readily sold on numerous markets throughout the world. Benchmark prices are generally based on London Bullion Market Association (London) quotations. During 2018, the London PM gold price averaged \$1,268 per ounce, ranging from a low of \$1,178 per ounce to a high of \$1,355 per ounce, and was \$1,279 per ounce on December 28, 2018 (there was no London PM gold price quote on December 31, 2018).

Molybdenum

Molybdenum is a key alloying element in steel and the raw material for several chemical-grade products used in catalysts, lubrication, smoke suppression, corrosion inhibition and pigmentation. Molybdenum, as a high-purity metal, is also used in electronics such as flat-panel displays and in super alloys used in aerospace. Reference prices for molybdenum are available in several publications, including *Metals Week*, *CRU Report* and *Metal Bulletin*. During 2018, the weekly average price of molybdenum quoted by *Metals Week* averaged \$11.93 per pound, ranging from a low of \$10.67 per pound to a high of \$12.97 per pound, and was \$11.88 per pound at December 31, 2018.

PRODUCTS AND SALES

Our consolidated revenues for 2018 primarily included sales of copper (75 percent), gold (17 percent) and molybdenum (6 percent). Copper concentrate sales to PT Smelting (PT-FI's 25-percent-owned copper smelter and refinery in Indonesia) totaled 12 percent of our consolidated revenues for the years ended December 31, 2018 and 2017, which is the only customer that accounted for 10 percent or more of our consolidated revenues during the three years ended December 31, 2018. Refer to Note 16 for a summary of our consolidated revenues and operating income (loss) by business segment and geographic area.

Copper Products

We are one of the world's leading producers of copper concentrate, cathode and continuous cast copper rod. During 2018, 59 percent of our mined copper was sold in concentrate, 21 percent as cathode and 20 percent as rod from our North America operations. The copper ore from our mines is generally processed either by smelting and refining or by solution extraction and electrowinning (SX/EW) as described below.

Copper Concentrate. We produce copper concentrate at six of our mines in which mined ore is crushed and treated to produce a copper concentrate with copper content of approximately 20 to 30 percent. In North America, copper concentrate is produced at the Morenci, Bagdad, Sierrita and Chino mines, and a significant portion is shipped to our Miami smelter in Arizona for further processing. Copper concentrate is also produced at the Cerro Verde mine in Peru and the Grasberg minerals district in Indonesia.

Copper Cathode. We produce copper cathode at our electrolytic refinery located in El Paso, Texas, and at nine of our mines.

SX/EW cathode is produced from the Morenci, Bagdad, Safford, Sierrita, Miami, Chino and Tyrone mines in North America, and from the Cerro Verde and El Abra mines in South America. For ore subject to the SX/EW process, the ore is placed on stockpiles and copper is extracted from the ore by dissolving it with a weak sulphuric acid solution. The copper content of the solution is increased in two additional SX stages, and then the copper-bearing solution undergoes an EW process to produce cathode that is, on average, 99.99 percent copper. Our copper cathode is used as the raw material input for copper rod, brass mill products and for other uses.

Copper cathode is also produced at Atlantic Copper (our wholly owned copper smelting and refining unit in Spain) and PT Smelting. Copper concentrate is smelted (*i.e.*, subjected to extreme heat) to produce copper anode, which weighs between 800 and 900 pounds and has an average copper content of 99.5 percent. The anode is further treated by electrolytic refining to produce copper cathode, which weighs between 100 and 350 pounds and has an average copper content of 99.99 percent. Refer to "Mining Operations - Smelting Facilities and Other Mining Properties" for further discussion of Atlantic Copper and PT Smelting.

Continuous Cast Copper Rod. We manufacture continuous cast copper rod at our facilities in El Paso, Texas; Norwich, Connecticut; and Miami, Arizona, primarily using copper cathode produced at our North America copper mines.

Copper Sales

North America. The majority of the copper produced at our North America copper mines and refined in our El Paso, Texas, refinery is consumed at our rod plants to produce copper rod which is sold to wire and cable manufacturers. The remainder of our North America copper production is sold in the form of copper cathode or copper concentrate under U.S. dollar-denominated annual contracts. Cathode and rod contract prices are generally based on the prevailing Commodity Exchange Inc. (COMEX - a division of NYMEX) monthly average settlement price for the month of shipment and include a premium. Generally, copper cathode is sold to rod, brass or tube fabricators. During 2018, 17 percent of our North America mines' copper concentrate sales volumes were shipped to Atlantic Copper for smelting and refining and sold as copper anode and copper cathode.

South America. Production from our South America mines is sold as copper concentrate or copper cathode under U.S. dollar-denominated, annual and multi-year contracts. During 2018, our South America mines sold approximately 77 percent of their copper production in concentrate and 23 percent as cathode.

Substantially all of South America's copper concentrate and cathode sales contracts provide final copper pricing in a specified future month (generally one to four months from the shipment date) primarily based on quoted LME monthly average settlement copper prices. Revenues from South America's concentrate sales are recorded net of royalties and treatment charges (i.e., fees paid to smelters that are generally negotiated annually). In addition, because a portion of the metals contained in copper concentrate is unrecoverable from the smelting process, revenues from South America's concentrate sales are also recorded net of allowances for unrecoverable metals, which are a negotiated term of the contracts and vary by customer.

Indonesia. PT-FI sells its production in the form of copper concentrate, which contains significant quantities of gold and silver, primarily under U.S. dollar-denominated, long-term contracts. PT-FI also sells a small amount of copper concentrate in the spot market. Following is a summary of PT-FI's aggregate percentage of concentrate sales to unaffiliated third parties, PT Smelting and Atlantic Copper for the years ended December 31:

	2018	2017	2016
Third parties	60%	54%	56%
PT Smelting	38	46	42
Atlantic Copper	2	—	2
	100%	100%	100%

Substantially all of PT-FI's concentrate sales contracts provide final copper pricing in a specified future month (generally one to four months from the shipment date) primarily based on quoted LME monthly average settlement copper prices. Revenues from PT-FI's concentrate sales are recorded net of royalties, export duties, treatment charges and allowances for unrecoverable metals.

Gold Products and Sales

We produce gold almost exclusively from the Grasberg minerals district. Gold is primarily sold as a component of our copper concentrate or in slimes, which are a product of the smelting and refining process at Atlantic Copper. Gold generally is priced at the average London price for a specified month near the month of shipment. Revenues from gold sold as a component of our copper concentrate are recorded net of treatment and refining charges, royalties, export duties and allowances for unrecoverable metals. Revenues from gold sold in slimes are recorded net of refining charges.

Molybdenum Products and Sales

We are the world's largest producer of molybdenum and molybdenum-based chemicals. In addition to production from the Henderson and Climax molybdenum mines, we produce molybdenum concentrate at certain of the North America copper mines and the Cerro Verde copper mine in Peru. The majority of our molybdenum concentrate is processed in our own conversion facilities. Our molybdenum sales are primarily priced based on the average published *Metals Week* price for the month prior to the month of shipment.

LABOR MATTERS

At December 31, 2018, we employed approximately 26,800 people (12,200 in North America, 7,100 in Indonesia, 6,100 in South America and 1,400 in Europe and other locations). We also had contractors that employ personnel at many of our operations, including approximately 23,400 at the Grasberg minerals district in Indonesia, 8,800 in North America, 5,900 at our South America mining operations and 700 in Europe and other locations. Employees represented by unions at December 31, 2018, are listed below, with the number of employees represented and the expiration date of the applicable union agreements:

Location	Number of Unions	Number of Union-Represented Employees	Expiration Date
PT-FI – Indonesia	2	5,010	September 2019
Cerro Verde – Peru	1	3,304	August 2021
El Abra – Chile	2	705	April 2020
Atlantic Copper – Spain	3	465	December 2019 ^a
Kokkola - Finland	3	418	November 2020
Rotterdam – The Netherlands	1	52	September 2019
Kisanfu – Africa Exploration	2	51	N/A ^b
Stowmarket - United Kingdom	1	42	May 2020

- a. The Collective Labor Agreement between Atlantic Copper and its workers' unions expired in December 2015, but was extended through December 2019 by mutual agreement of both parties in accordance with Spanish law.
- b. The Collective Labor Agreement between Kisanfu and its unions has no expiration date, but can be amended at any time in accordance with an established process.

Refer to Item 1A. "Risk Factors" for further information on labor matters.

ENVIRONMENTAL AND RECLAMATION MATTERS

The cost of complying with environmental laws and regulations is fundamental to and a substantial cost of our business. For information about environmental regulation, litigation and related costs, refer to Item 1A. "Risk Factors" and Notes 1 and 12.

COMPETITION

The top 10 producers of copper comprise approximately 45 percent of total worldwide mined copper production. We currently rank second among those producers, with approximately seven percent of estimated total worldwide mined copper production. Our competitive position is based on the size, quality and grade of our ore bodies and our ability to manage costs compared with other producers. We have a diverse portfolio of mining operations with varying ore grades and cost structures. Our costs are driven by the location, grade and nature of our ore bodies, and the level of input costs, including energy, labor and equipment. The metals markets are cyclical, and our ability to maintain our competitive position over the long term is based on our ability to acquire and develop quality deposits, hire and retain a skilled workforce, and to manage our costs.

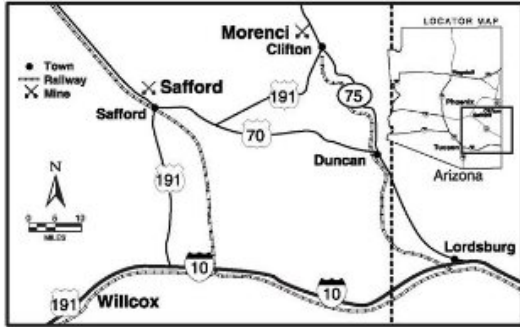
MINING OPERATIONS

Following are maps and descriptions of our mining operations in North America (including both copper and molybdenum operations), South America and Indonesia.

North America

In the U.S., most of the land occupied by our copper and molybdenum mines, concentrators, SX/EW facilities, smelter, refinery, rod mills, molybdenum roasters and processing facilities is owned by us or is located on unpatented mining claims owned by us. Certain portions of our Bagdad, Sierrita, Miami, Chino, Tyrone, Henderson and Climax operations are located on government-owned land and are operated under a Mine Plan of Operations or other use permit. We hold various federal and state permits or leases on government land for purposes incidental to mine operations.

Morenci



We own a 72 percent undivided interest in Morenci, with the remaining 28 percent owned by Sumitomo Metal Mining Arizona, Inc. (15 percent) and SMM Morenci, Inc. (13 percent). Each partner takes in kind its share of Morenci's production.

Morenci is an open-pit copper mining complex that has been in continuous operation since 1939 and previously was mined through underground workings. Morenci is located in Greenlee County, Arizona, approximately 50 miles northeast of Safford on U.S. Highway 191. The site is accessible by a paved highway and a railway spur.

The Morenci mine is a porphyry copper deposit that has oxide, secondary sulfide and primary sulfide mineralization. The predominant oxide copper mineral is chrysocolla. Chalcocite is the most important secondary copper sulfide mineral, with chalcopyrite as the dominant primary copper sulfide.

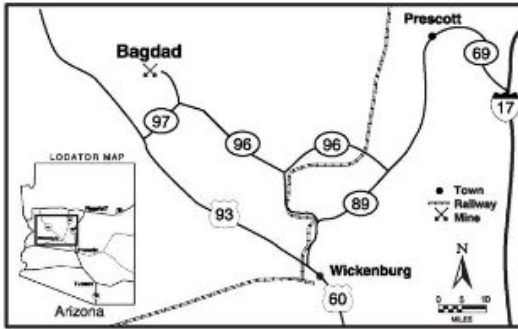
The Morenci operation consists of two concentrators capable of milling 115,000 metric tons of ore per day, which produce copper and molybdenum concentrate; a 68,000 metric ton-per-day, crushed-ore leach pad and stacking system; a low-grade run-of-mine (ROM) leaching system; four SX plants; and three EW tank houses that produce copper cathode. Total EW tank house capacity is approximately 900 million pounds of copper per year. Morenci's available mining fleet consists of one hundred and twenty-six 236-metric ton haul trucks loaded by 13 shovels with bucket sizes ranging from 47 to 57 cubic meters, which are capable of moving an average of 815,000 metric tons of material per day.

Morenci's production, including our joint venture partner's share, totaled 1.0 billion pounds of copper and 9 million pounds of molybdenum in 2018, 1.0 billion pounds of copper and 12 million pounds of molybdenum in 2017, and 1.1 billion pounds of copper and 15 million pounds of molybdenum in 2016.

Morenci is located in a desert environment with rainfall averaging 13 inches per year. The highest bench elevation is 2,000 meters above sea level, and the ultimate pit bottom is expected to have an elevation of 840 meters above sea level. The Morenci operation encompasses approximately 73,950 acres, comprising 51,150 acres of patented mining claims and other fee lands, 20,050 acres of unpatented mining claims held on public land and 2,750 acres of land held by state or federal permits, easements and rights-of-way.

The Morenci operation's electrical power is primarily sourced from Tucson Electric Power Company, Arizona Public Service Company and the Luna Energy facility in Deming, New Mexico. Although we believe the Morenci operation has sufficient water sources to support current operations, we are a party to litigation that may impact our water right claims or rights to continued use of currently available water supplies, which could adversely affect our water supply for the Morenci operation. Refer to Item 1A. "Risk Factors" and Item 3. "Legal Proceedings" for further discussion.

Bagdad



Our wholly owned Bagdad mine is an open-pit copper and molybdenum mining complex located in Yavapai County in west-central Arizona. It is approximately 60 miles west of Prescott and 100 miles northwest of Phoenix. The property can be reached by Arizona Highway 96, which ends at the town of Bagdad. The closest railroad is at Hillside, Arizona, 24 miles southeast on Arizona Highway 96. The open-pit mining operation has been ongoing since 1945, and prior mining was conducted through underground workings.

The Bagdad mine is a porphyry copper deposit containing both sulfide and oxide mineralization. Chalcopyrite and molybdenite are the dominant primary sulfides and are the primary economic minerals in the mine. Chalcocite is the most common secondary copper sulfide mineral, and the predominant oxide copper minerals are chrysocolla, malachite and azurite.

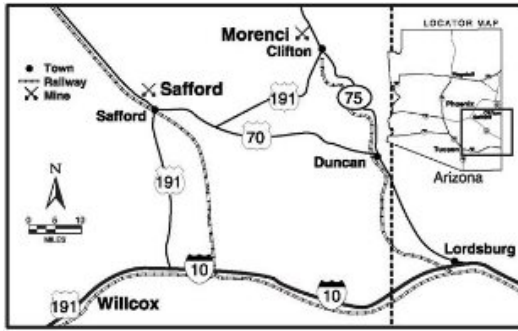
The Bagdad operation consists of a 75,000 metric ton-per-day concentrator that produces copper and molybdenum concentrate, an SX/EW plant that can produce up to 32 million pounds per year of copper cathode from solution generated by low-grade stockpile leaching, and a pressure-leach plant to process molybdenum concentrate. The available mining fleet consists of thirty 235-metric ton haul trucks loaded by five shovels with bucket sizes ranging from 30 to 48 cubic meters, which are capable of moving an average of 250,000 metric tons of material per day.

Bagdad's production totaled 199 million pounds of copper and 10 million pounds of molybdenum in 2018 , 173 million pounds of copper and 9 million pounds of molybdenum in 2017 , and 177 million pounds of copper and 8 million pounds of molybdenum in 2016 .

Bagdad is located in a desert environment with rainfall averaging 15 inches per year. The highest bench elevation is 1,200 meters above sea level, and the ultimate pit bottom is expected to be 310 meters above sea level. The Bagdad operation encompasses approximately 21,750 acres, comprising 21,150 acres of patented mining claims and other fee lands and 600 acres of unpatented mining claims.

Bagdad receives electrical power from Arizona Public Service Company. We believe the Bagdad operation has sufficient water sources to support current operations.

Safford



Our wholly owned Safford mine has been in operation since 2007 and is an open-pit copper mining complex located in Graham County, Arizona, 8 miles north of the town of Safford and 170 miles east of Phoenix. The site is accessible by paved county road off U.S. Highway 70.

The Safford mine includes two copper deposits that have oxide mineralization overlaying primary copper sulfide mineralization. The predominant oxide copper minerals are chrysocolla and copper-bearing iron oxides with the predominant copper sulfide material being chalcopyrite.

The property is a mine-for-leach project and produces copper cathode. The operation consists of two open pits feeding a crushing facility with a capacity of 103,000 metric tons per day. The crushed ore is delivered to leach pads by a series of overland and portable conveyors. Leach solutions feed a SX/EW facility with a capacity of 240 million pounds of copper per year. A sulfur burner plant is also in operation at Safford, providing a cost-effective source of sulphuric acid used in SX/EW operations. The available mining fleet consists of thirty-three 235-metric ton haul trucks loaded by six shovels with bucket sizes ranging from 34 to 47 cubic meters, which are capable of moving an average of 340,000 metric tons of material per day.

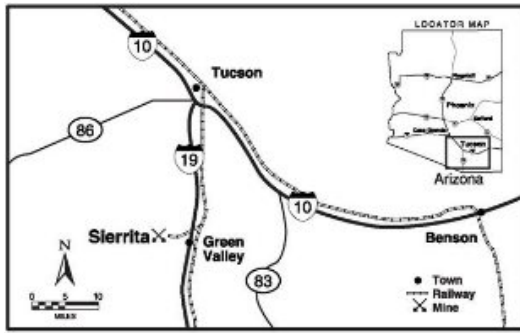
Safford's copper production totaled 123 million pounds in 2018, 150 million pounds in 2017 and 230 million pounds in 2016.

Through exploration drilling, we have identified a significant resource at our wholly owned Lone Star project located near the Safford operation. An initial project to develop the Lone Star oxide ores commenced in first-quarter 2018, with first production expected by the end of 2020. Initial production from the Lone Star oxide ores is expected to average approximately 200 million pounds of copper per year. Total capital costs, including mine equipment and pre-production stripping, are expected to approximate \$850 million and will benefit from the utilization of existing infrastructure at the adjacent Safford operation. As of December 31, 2018, approximately \$290 million has been incurred for this project. The project also advances exposure to a significant sulfide resource. We expect to incorporate recent positive drilling and ongoing results in our future development plans.

Safford is located in a desert environment with rainfall averaging 10 inches per year. The highest bench elevation is 1,768 meters above sea level, and the ultimate pit bottom is expected to have an elevation of 808 meters above sea level. The Safford operation encompasses approximately 125,000 acres, comprising 36,000 acres of patented lands, 73,000 acres of unpatented lands and 16,000 acres of land held by federal permit.

The Safford operation's electrical power is primarily sourced from Tucson Electric Power Company, Arizona Public Service Company and the Luna Energy facility. Although we believe the Safford operation has sufficient water sources to support current operations as well as the Lone Star project, we are a party to litigation that may impact our water right claims or rights to continued use of currently available water supplies, which could adversely affect our water supply for the Safford operation. Refer to Item 1A. "Risk Factors" and Item 3. "Legal Proceedings" for further discussion.

Sierrita



Our wholly owned Sierrita mine has been in operation since 1959 and is an open-pit copper and molybdenum mining complex located in Pima County, Arizona, approximately 20 miles southwest of Tucson and 7 miles west of the town of Green Valley and Interstate Highway 19. The site is accessible by a paved highway and by rail.

The Sierrita mine is a porphyry copper deposit that has oxide, secondary sulfide and primary sulfide mineralization. The predominant oxide copper minerals are malachite, azurite and chrysocolla. Chalcocite is the most important secondary copper sulfide mineral, and chalcopyrite and molybdenite are the dominant primary sulfides.

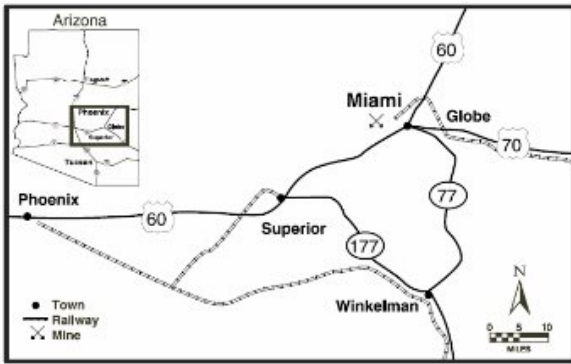
The Sierrita operation includes a 100,000 metric ton-per-day concentrator that produces copper and molybdenum concentrate. Sierrita also produces copper from a ROM oxide-leaching system. Cathode copper is plated at the Twin Buttes EW facility, which has a design capacity of approximately 50 million pounds of copper per year. The Sierrita operation also has molybdenum facilities consisting of a leaching circuit, two molybdenum roasters and a packaging facility. The molybdenum facilities process molybdenum concentrate produced by Sierrita, from our other mines and from third-party sources. The available mining fleet consists of twenty-two 235-metric ton haul trucks loaded by three shovels with bucket sizes ranging from 34 to 56 cubic meters, which are capable of moving an average of 175,000 metric tons of material per day.

Sierrita's production totaled 152 million pounds of copper and 16 million pounds of molybdenum in 2018 , 160 million pounds of copper and 15 million pounds of molybdenum in 2017 , and 162 million pounds of copper and 14 million pounds of molybdenum in 2016 .

Sierrita is located in a desert environment with rainfall averaging 12 inches per year. The highest bench elevation is 1,160 meters above sea level, and the ultimate pit bottom is expected to be 440 meters above sea level. The Sierrita operation, including the adjacent Twin Buttes site (refer to "Smelting Facilities and Other Mining Properties" for further discussion), encompasses approximately 37,650 acres, comprising 13,300 acres of patented mining claims and 24,350 acres of split-estate lands.

Sierrita receives electrical power through long-term contracts with the Tucson Electric Power Company. Although we believe the Sierrita operation has sufficient water sources to support current operations, we are a party to litigation that may impact our water rights claims or rights to continued use of currently available water supplies, which could adversely affect our water supply for the Sierrita operation. Refer to Item 1A. "Risk Factors" and Item 3. "Legal Proceedings" for further discussion.

Miami



Our wholly owned Miami mine is an open-pit copper mining complex located in Gila County, Arizona, 90 miles east of Phoenix and 6 miles west of the city of Globe on U.S. Highway 60. The site is accessible by a paved highway and by rail.

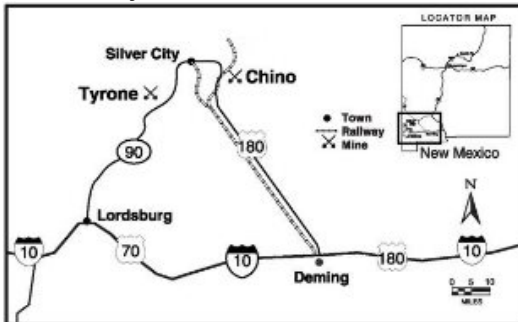
The Miami mine is a porphyry copper deposit that has leachable oxide and secondary sulfide mineralization. The predominant oxide copper minerals are chrysocolla, copper-bearing clays, malachite and azurite. Chalcocite and covellite are the most important secondary copper sulfide minerals.

Since about 1915, the Miami mining operation had processed copper ore using both flotation and leaching technologies. The design capacity of the SX/EW plant is 200 million pounds of copper per year. Miami is no longer mining ore, but currently produces copper through leaching material already placed on stockpiles, which is expected to continue until 2023. Miami's copper production totaled 16 million pounds in 2018, 19 million pounds in 2017 and 25 million pounds in 2016.

Miami is located in a desert environment with rainfall averaging 18 inches per year. The highest bench elevation is 1,390 meters above sea level, and mining advanced the pit bottom to an elevation of 810 meters above sea level. Subsequent sloughing of material into the pit has filled it back to an elevation estimated to be 900 meters above sea level. The Miami operation encompasses approximately 9,100 acres, comprising 8,750 acres of patented mining claims and other fee lands and 350 acres of unpatented mining claims.

Miami receives electrical power through long-term contracts with the Salt River Project and natural gas through long-term contracts with El Paso Natural Gas as the transporter. We believe the Miami operation has sufficient water sources to support current operations.

Chino and Tyrone



Chino

Our wholly owned Chino mine is an open-pit copper mining complex located in Grant County, New Mexico, approximately 15 miles east of the town of Silver City off of State Highway 180. The mine is accessible by paved roads and by rail. Chino has been in operation since 1910.

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The Chino mine is a porphyry copper deposit with adjacent copper skarn deposits. There is leachable oxide, secondary sulfide and millable primary sulfide mineralization. The predominant oxide copper mineral is chrysocolla. Chalcocite is the most important secondary copper sulfide mineral, and chalcopyrite and molybdenite the dominant primary sulfides.

The Chino operation consists of a 36,000 metric ton-per-day concentrator that produces copper and molybdenum concentrate, and a 150 million pound-per-year SX/EW plant that produces copper cathode from solution generated by ROM leaching. The available mining fleet consists of thirty-seven 240-metric ton haul trucks loaded by four shovels with bucket sizes ranging from 31 to 48 cubic meters, which are capable of moving an average of 235,000 metric tons of material per day.

Chino's copper production totaled 173 million pounds in 2018 , 215 million pounds in 2017 and 308 million pounds in 2016 .

Chino is located in a desert environment with rainfall averaging 16 inches per year. The highest bench elevation is 2,250 meters above sea level, and the ultimate pit bottom is expected to be 1,460 meters above sea level. The Chino operation encompasses approximately 118,600 acres, comprising 113,200 acres of patented mining claims and other fee lands and 5,400 acres of unpatented mining claims.

Chino receives power from the Luna Energy facility and from the open market. We believe Chino has sufficient water resources to support current operations. Refer to Item 1A. "Risk Factors" for discussion of risks associated with recently proposed legislation in New Mexico related to water quality standards.

Tyrone

Our wholly owned Tyrone mine is an open-pit copper mining complex which has been in operation since 1967. It is located in Grant County, New Mexico, 10 miles south of Silver City, New Mexico, along State Highway 90. The site is accessible by paved road and by rail.

The Tyrone mine is a porphyry copper deposit. Mineralization is predominantly secondary sulfide consisting of chalcocite, with leachable oxide mineralization consisting of chrysocolla.

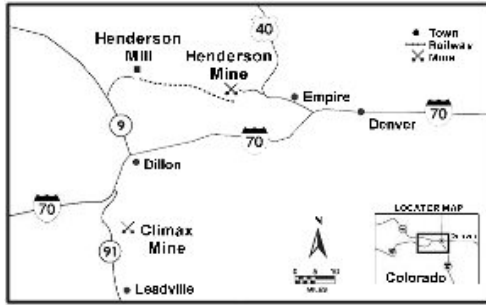
Copper processing facilities consist of a SX/EW operation with a maximum capacity of approximately 100 million pounds of copper cathode per year. The available mining fleet consists of seven 240-metric ton haul trucks loaded by one shovel with a bucket size of 47 cubic meters, which is capable of moving an average of 49,000 metric tons of material per day.

Tyrone's copper production totaled 55 million pounds in 2018 , 61 million pounds in 2017 and 76 million pounds in 2016 .

Tyrone is located in a desert environment with rainfall averaging 16 inches per year. The highest bench elevation is 2,000 meters above sea level, and the ultimate pit bottom is expected to have an elevation of 1,475 meters above sea level. The Tyrone operation encompasses approximately 35,200 acres, comprising 18,750 acres of patented mining claims and other fee lands and 16,450 acres of unpatented mining claims.

Tyrone receives electrical power from the Luna Energy facility and from the open market. We believe the Tyrone operation has sufficient water resources to support current operations. Refer to Item 1A. "Risk Factors" for discussion of risks associated with recently proposed legislation in New Mexico related to water quality standards.

Henderson and Climax



Henderson

Our wholly owned Henderson molybdenum mine has been in operation since 1976 and is located 42 miles west of Denver, Colorado, off U.S. Highway 40. Nearby communities include the towns of Empire, Georgetown and Idaho Springs. The Henderson mill site is located 15 miles west of the mine and is accessible from Colorado State Highway 9. The Henderson mine and mill are connected by a 10-mile conveyor tunnel under the Continental Divide and an additional five-mile surface conveyor. The tunnel portal is located five miles east of the mill.

The Henderson mine is a porphyry molybdenum deposit, with molybdenite as the primary sulfide mineral.

The Henderson operation consists of a large block-cave underground mining complex feeding a concentrator with a current capacity of approximately 32,000 metric tons per day. Henderson has the capacity to produce approximately 18 million pounds of molybdenum per year. The majority of the molybdenum concentrate produced is shipped to our Fort Madison, Iowa, processing facility. The available underground mining equipment fleet consists of fourteen 9-metric ton load-haul-dump (LHD) units and seven 73-metric ton haul trucks, which deliver ore to a gyratory crusher feeding a series of three overland conveyors to the mill stockpiles.

Henderson's molybdenum production totaled 14 million pounds in 2018 , 12 million pounds in 2017 and 10 million pounds in 2016 .

The Henderson mine is located in a mountainous region with the main access shaft at 3,180 meters above sea level. The main production levels are currently at elevations of 2,200 and 2,350 meters above sea level. This region experiences significant snowfall during the winter months.

The Henderson mine and mill operations encompass approximately 11,900 acres, comprising 11,850 acres of patented mining claims and other fee lands and a 50-acre easement with the U.S. Forest Service for the surface portion of the conveyor corridor.

Henderson operations receive electrical power through long-term contracts with Xcel Energy and natural gas through long-term contracts with BP Energy Company (with Xcel Energy as the transporter). We believe the Henderson operation has sufficient water resources to support current operations. Refer to Item 1A. "Risk Factors" for discussion of risks associated with recently proposed legislation in Colorado related to water quality standards.

Climax

Our wholly owned Climax mine is located 13 miles northeast of Leadville, Colorado, off Colorado State Highway 91 at the top of Fremont Pass. The mine is accessible by paved roads .

The Climax ore body is a porphyry molybdenum deposit, with molybdenite as the primary sulfide mineral.

The Climax open-pit mine includes a 25,000 metric ton-per-day mill facility. Climax has the capacity to produce approximately 30 million pounds of molybdenum per year. The available mining fleet consists of ten 177-metric ton haul trucks loaded by two hydraulic shovels with bucket sizes of 34 cubic meters, which are capable of moving an average of 90,000 metric tons of material per day.

Molybdenum production from Climax totaled 21 million pounds in 2018 , 20 million pounds in 2017 and 16 million pounds in 2016 .

The Climax mine is located in a mountainous region. The highest bench elevation is approximately 4,050 meters above sea level, and the ultimate pit bottom is expected to have an elevation of approximately 3,100 meters above sea level. This region experiences significant snowfall during the winter months.

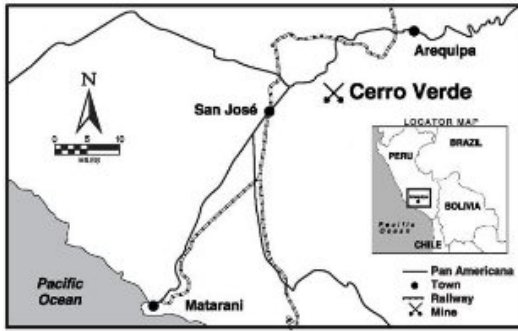
The operations encompass approximately 14,350 acres, consisting primarily of patented mining claims and other fee lands.

Climax operations receive electrical power through long-term contracts with Xcel Energy and natural gas through long-term contracts with Anadarko Energy and BP Energy Company (with Xcel Energy as the transporter). We believe the Climax operation has sufficient water resources to support current operations. Refer to Item 1A. "Risk Factors" for discussion of risks associated with recently proposed legislation in Colorado related to water quality standards.

South America

At our operations in South America, mine properties and facilities are controlled through mining claims or concessions under the general mining laws of the relevant country. The claims or concessions are owned or controlled by the operating companies in which we or our subsidiaries have a controlling ownership interest. Roads, power lines and aqueducts are controlled by easements.

Cerro Verde



We have a 53.56 percent ownership interest in Cerro Verde, with the remaining 46.44 percent held by SMM Cerro Verde Netherlands B.V. (21.0 percent), Compañía de Minas Buenaventura S.A.A. (19.58 percent) and other stockholders whose shares are publicly traded on the Lima Stock Exchange (5.86 percent).

Cerro Verde is an open-pit copper and molybdenum mining complex that has been in operation since 1976 and is located 20 miles southwest of Arequipa, Peru. The site is accessible by paved highway. Cerro Verde's copper cathode and concentrate production that is not sold locally is transported approximately 70 miles by truck and by rail to the Port of Matarani for shipment to international markets.

The Cerro Verde mine is a porphyry copper deposit that has oxide, secondary sulfide and primary sulfide mineralization. The predominant oxide copper minerals are brochantite, chrysocolla, malachite and copper "pitch." Chalcocite and covellite are the most important secondary copper sulfide minerals. Chalcopyrite and molybdenite are the dominant primary sulfides.

Cerro Verde's operations benefit from its large-scale, long-lived reserves and cost efficiencies. During 2018, Cerro Verde received a modified environmental permit allowing it to operate its existing concentrator facilities at rates up to 409,500 metric tons of ore per day.

Cerro Verde's operation consists of an open-pit copper mine, a 409,500 metric ton-per-day concentrator, and SX/EW leaching facilities. Leach copper production is derived from a 39,000 metric ton-per-day crushed leach facility and a 100,000 metric ton-per-day ROM leach system. This SX/EW leaching operation has a capacity of approximately 200 million pounds of copper per year.

The available fleet consists of thirty-four 290-metric ton haul trucks and ninety-three 230-metric ton haul trucks loaded by twelve electric shovels with bucket sizes ranging in size from 33 to 57 cubic meters and two hydraulic

shovels with a bucket size of 21 cubic meters. This fleet is capable of moving an average of approximately 975,000 metric tons of material per day.

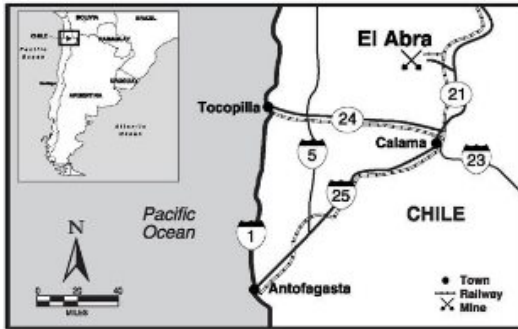
Cerro Verde's production totaled 1.0 billion pounds of copper and 28 million pounds of molybdenum in 2018 , 1.1 billion pounds of copper and 27 million pounds of molybdenum in 2017 , and 1.1 billion pounds of copper and 21 million pounds of molybdenum in 2016 .

Cerro Verde is located in a desert environment with rainfall averaging 1.5 inches per year and is in an active seismic zone. The highest bench elevation is 2,750 meters above sea level, and the ultimate pit bottom is expected to be 1,553 meters above sea level. The Peruvian general mining law and Cerro Verde's mining stability agreement grant the surface rights of mining concessions located on government land. Additional government land, if obtained after 1997, must be leased or purchased. Cerro Verde has a mining concession covering approximately 182,000 acres, including access to 14,600 acres granted through an easement from the Regional Government of Arequipa, plus 144 acres of owned property, and 367 acres of rights-of-way outside the mining concession area.

Cerro Verde receives electrical power, including hydro-generated power, under long-term contracts with Kallpa Generación SA, ElectroPeru and Engie Energia Peru S.A.

Water for our Cerro Verde processing operations comes from renewable sources through a series of storage reservoirs on the Rio Chili watershed that collect water primarily from seasonal precipitation. We believe the Cerro Verde operation has sufficient water resources to support current operations. For further discussion of risks associated with the availability of water, see Item 1A. "Risk Factors."

El Abra



We own a 51 percent interest in El Abra, and the remaining 49 percent interest is held by the state-owned copper enterprise Corporación Nacional del Cobre de Chile (CODELCO).

El Abra is an open-pit copper mining complex that has been in operation since 1996 and is located 47 miles north of Calama in Chile's El Loa province, Region II. The site is accessible by paved highway and by rail.

The El Abra mine is a porphyry copper deposit that has sulfide and oxide mineralization. The predominant primary sulfide copper minerals are bornite and chalcopyrite. There is a minor amount of secondary sulfide mineralization as chalcocite. The oxide copper minerals are chrysocolla and pseudomalachite. There are lesser amounts of copper-bearing clays and tenorite.

The El Abra operation consists of an open-pit copper mine and a SX/EW facility with a capacity of 500 million pounds of copper cathode per year from a 125,000 metric ton-per-day crushed leach circuit and a similar-sized ROM leaching operation. The available fleet consists of twenty-two 266-metric ton haul trucks loaded by four shovels with buckets ranging in size from 29 to 41 cubic meters, which are capable of moving an average of 214,000 metric tons of material per day.

El Abra's copper production totaled 200 million pounds in 2018 , 173 million pounds in 2017 and 220 million pounds in 2016 . Beginning in the second half of 2015, El Abra operated at reduced rates to achieve lower operating and labor costs, defer capital expenditures and extend the life of the existing operations. El Abra resumed operating at full capacity during 2018.

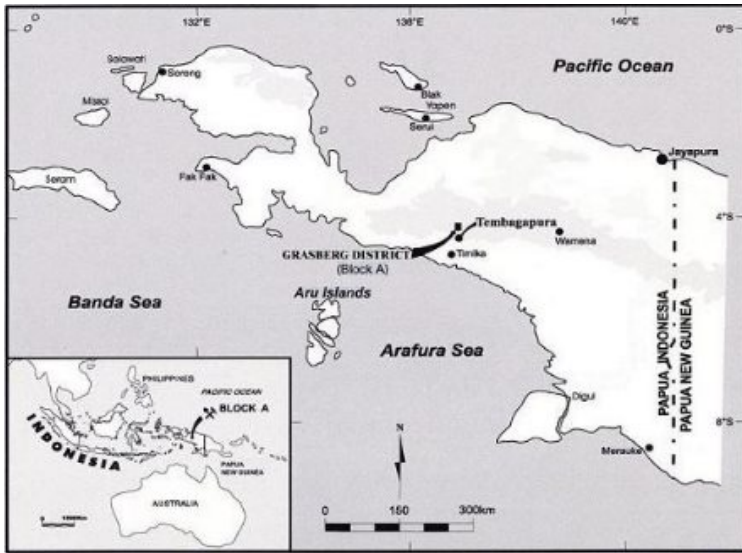
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We continue to evaluate a large-scale expansion at El Abra to process additional sulfide material and to achieve higher recoveries. El Abra's large sulfide resource could potentially support a major mill project similar to facilities constructed at Cerro Verde. Technical and economic studies are being advanced to determine the optimal scope and timing for the project.

El Abra is located in a desert environment with rainfall averaging less than one inch per year and is in an active seismic zone. Refer to MD&A and Item 1A. "Risk Factors" for discussion of recent weather-related events at El Abra that are expected to impact its production volumes and costs. The highest bench elevation is 4,195 meters above sea level, and the ultimate pit bottom is expected to be 3,415 meters above sea level. El Abra controls a total of approximately 169,400 acres of mining claims covering the ore deposit, stockpiles, process plant, and water wellfield and pipeline. In addition, El Abra has land surface rights for the road between the processing plant and the mine, the water wellfield, power transmission lines and for the water pipeline from the Salar de Ascotán aquifer.

El Abra currently receives electrical power under a long-term contract with Engie Energia Chile S.A. Water for our El Abra processing operations comes from the continued pumping of groundwater from the Salar de Ascotán aquifer pursuant to regulatory approval. We believe El Abra has sufficient water rights and regulatory approvals to support current operations. For a discussion of risks associated with the availability of water, refer to Item 1A. "Risk Factors."

Indonesia



Ownership. PT-FI is a limited liability company organized under the laws of the Republic of Indonesia. On December 21, 2018, we completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership (refer to Note 2 for further discussion). Following the transaction, we have a 48.76 percent share ownership in PT-FI and the remaining 51.24 percent share ownership is collectively held by PT Inalum (an Indonesian state-owned enterprise) and PTI (which is expected to be owned by PT Inalum and the provincial/regional government in Papua, Indonesia). The arrangements related to the transaction also provide for us and the other pre-transaction PT-FI shareholders to retain the economics of the revenue and cost sharing arrangements under the former Rio Tinto Joint Venture. As a result, our economic interest in PT-FI is expected to approximate 81 percent from 2019 through 2022.

IUPK. Concurrent with closing the transaction, the Indonesian government granted PT-FI an IUPK to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has been granted an extension of mining rights through 2031, with rights to extend mining rights through 2041, subject to PT-FI completing the construction of a new smelter in Indonesia within five years of closing the transaction and fulfilling its defined fiscal obligations to the Indonesian government. The IUPK, and related documentation, contains legal and fiscal terms and is legally enforceable through 2041. In addition, we, as a foreign investor, have rights to resolve investment disputes with the Indonesian government through international

arbitration. Refer to Note 13 and Item 1A. "Risk Factors" for discussion of PT-FI's IUPK and risks associated with our Indonesia mining operations.

PT-FI has applied for a one-year extension of its export license, which currently expires on February 16, 2019. Export licenses are valid for one year periods, subject to review and approval by the Indonesian government every six months, depending on smelter construction progress.

Grasberg Minerals District. PT-FI operates in the remote highlands of the Sudirman Mountain Range in the province of Papua, Indonesia, which is on the western half of the island of New Guinea. Since 1967, we and our predecessors have been the only operator of exploration and mining activities in the approximately 24,600-acre operating area.

The Grasberg minerals district has three operating mines, the Grasberg open pit, the Deep Ore Zone (DOZ) underground mine and the Big Gossan underground mine. In September 2015, PT-FI initiated pre-commercial production, which represents ore extracted during the development phase for the purpose of obtaining access to the ore body, at the Deep Mill Level Zone (DMLZ) underground mine.

As further discussed in MD&A, PT-FI continues to advance several projects in the Grasberg minerals district related to the development of its large-scale, long-lived, high-grade underground ore bodies located beneath and nearby the Grasberg open pit. In aggregate, these underground ore bodies are expected to produce large-scale quantities of copper and gold following the transition from the Grasberg open pit operations where PT-FI is currently mining the final phase. Refer to Item 1A. "Risk Factors" for discussion of risks associated with development projects and underground mines.

Substantial progress has been made to prepare for the transition to mining of the Grasberg Block Cave (GBC) underground mine. First undercut blasting occurred in September 2018, first drawbell blasting occurred in December 2018 and cave production is scheduled for the first half of 2019. All underground mining levels and the ore flow system are being commissioned. As PT-FI transitions mining from the open pit to underground, its production is expected to be significantly lower in 2019 and 2020, compared to 2018. Metal production is expected to improve significantly by 2021 following a ramp-up period. GBC production rates over the next five years are expected to ramp up to 130,000 metric tons of ore per day.

PT-FI's production, including the former Rio Tinto Joint Venture share, totaled 1.2 billion pounds of copper and 2.7 million ounces of gold in 2018, 1.0 billion pounds of copper and 1.6 million ounces of gold in 2017, and 1.1 billion pounds of copper and 1.1 million ounces of gold in 2016.

Our principal source of power for all of our Indonesia operations is a coal-fired power plant that we built in 1998. Diesel generators supply peaking and backup electrical power generating capacity. A combination of naturally occurring mountain streams and water derived from our underground operations provides water for our operations. Our Indonesian operations are in an active seismic zone and experience average annual rainfall of approximately 200 inches.

Grasberg Open Pit

PT-FI began open-pit mining of the Grasberg ore body in 1990. PT-FI is currently mining the final phase of the Grasberg open pit and expects to transition to the GBC in the first half of 2019.

Production from the ore stockpiles, which are located outside of the pit limits, is expected to continue through the end of 2019. Production in the open pit is currently at the 3,265- to 3,055-meter elevation level and totaled 49 million metric tons of ore in 2018, which provided 75 percent of PT-FI's 2018 mill feed.

The current open-pit equipment fleet consists of over 500 units. The larger mining equipment directly associated with production includes an available fleet of 99 haul trucks with payloads of 200 metric tons and 15 shovels with bucket sizes ranging from 17 to 42 cubic meters, which are capable of moving an average of 275,000 metric tons of material per day.

Ore milled from the Grasberg open pit averaged 133,300 metric tons per day in 2018, 101,800 metric tons per day in 2017 and 119,700 metric tons per day in 2016.

DOZ Underground Mine

The DOZ ore body lies vertically below the now depleted Intermediate Ore Zone. PT-FI began production from the DOZ ore body in 1989 using open-stope mining methods, but suspended production in 1991 in favor of production from the Grasberg open pit. Production resumed in 2000 using the block-cave method and is at the 3,110-meter elevation level.

The DOZ is a mature block-cave mine that previously operated at 80,000 metric tons of ore per day. Current operating rates from the DOZ underground mine are driven by the value of the incremental DOZ ore grade compared to the ore from the Grasberg open pit and ore grade material from the development of the DMLZ and GBC underground mines. Ore milled from the DOZ underground mine averaged 33,800 metric tons of ore per day in 2018, 31,200 metric tons of ore per day in 2017 and 38,000 metric tons of ore per day in 2016. Production at the DOZ underground mine is expected to continue through 2022.

The DOZ mine fleet consists of 154 pieces of mobile equipment. The primary mining equipment directly associated with production and development includes an available fleet of 44 LHD units and 20 haul trucks. Each production LHD unit typically carries approximately 11 metric tons of ore. Using ore passes and chutes, the LHD units transfer ore into 55 to 60 metric ton capacity haul trucks. The trucks dump into two gyratory crushers, and the ore is then conveyed to the surface stockpiles for processing.

Big Gossan Underground Mine

The Big Gossan mine lies underground and adjacent to the current mill site. It is a tabular, near vertical ore body with approximate dimensions of 1,200 meters along strike and 800 meters down dip with varying thicknesses from 20 meters to 120 meters. The mine utilizes a blasthole stoping method with delayed paste backfill. Stopes of varying sizes are mined and the ore dropped down passes to a truck haulage level. Trucks are chute loaded and transport the ore to a jaw crusher. The crushed ore is then hoisted vertically via a two-skip production shaft to a level where it is loaded onto a conveyor belt. The belt carries the ore to one of the main underground conveyors where the ore is transferred and conveyed to the surface stockpiles for processing.

Ore milled from the Big Gossan underground mine averaged 3,800 metric tons per day in 2018, 600 metric tons per day in 2017 and 900 metric tons per day in 2016. Production at the Big Gossan underground mine is expected to continue through 2041.

The Big Gossan mine fleet consists of over 78 pieces of mobile equipment, which includes 13 LHD units and 10 haul trucks used in development and production activities.

DMLZ Underground Mine

The DMLZ ore body lies below the DOZ underground mine at the 2,590-meter elevation and represents the downward continuation of mineralization in the Ertzberg East Skarn system and neighboring Ertzberg porphyry.

During third-quarter 2018, PT-FI commenced hydraulic fracturing activities to manage rock stresses and pre-condition the DMLZ underground mine for large-scale production following mining induced seismic activity experienced in 2017 and 2018. Results to date have been effective in managing rock stresses and pre-conditioning the cave. PT-FI expects to commence the ramp-up of production in the DMLZ underground mine by mid-2019 and to reach full production rates of 80,000 metric tons per day in 2022. Estimates of timing of future production continue to be reviewed and may be modified as additional information becomes available. Production at the DMLZ underground mine is expected to continue through 2041.

Ore milled from the DMLZ underground mine averaged 3,200 metric tons of ore per day in both 2018 and 2017, and 4,400 metric tons per day in 2016.

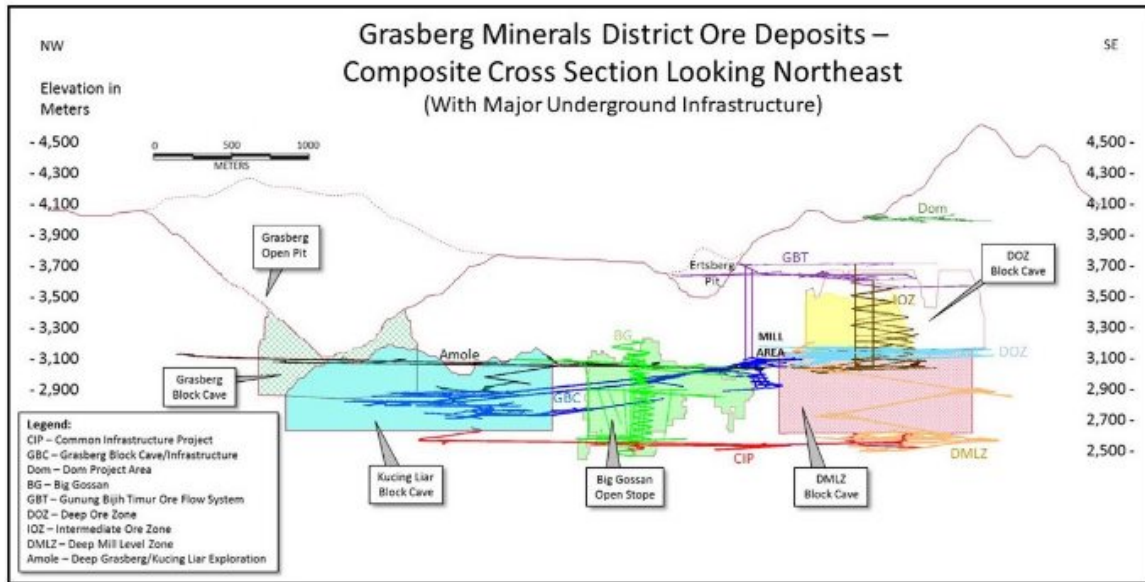
The DMLZ mine fleet consists of over 240 pieces of mobile equipment, which includes 25 LHD units and 14 haul trucks used in production and development activities.

Description of Indonesia Ore Bodies. Our Indonesia ore bodies are located within and around two main igneous intrusions, the Grasberg monzodiorite and the Ertzberg diorite. The host rocks of these ore bodies include both carbonate and clastic rocks that form the ridge crests and upper flanks of the Sudirman Range, and the igneous rocks of monzonitic to dioritic composition that intrude them. The igneous-hosted ore bodies (the Grasberg open pit and GBC, and portions of the DOZ) occur as vein stockworks and disseminations of copper sulfides, dominated by chalcopyrite and, to a lesser extent, bornite. The sedimentary-rock hosted ore bodies (portions of the DOZ and all of

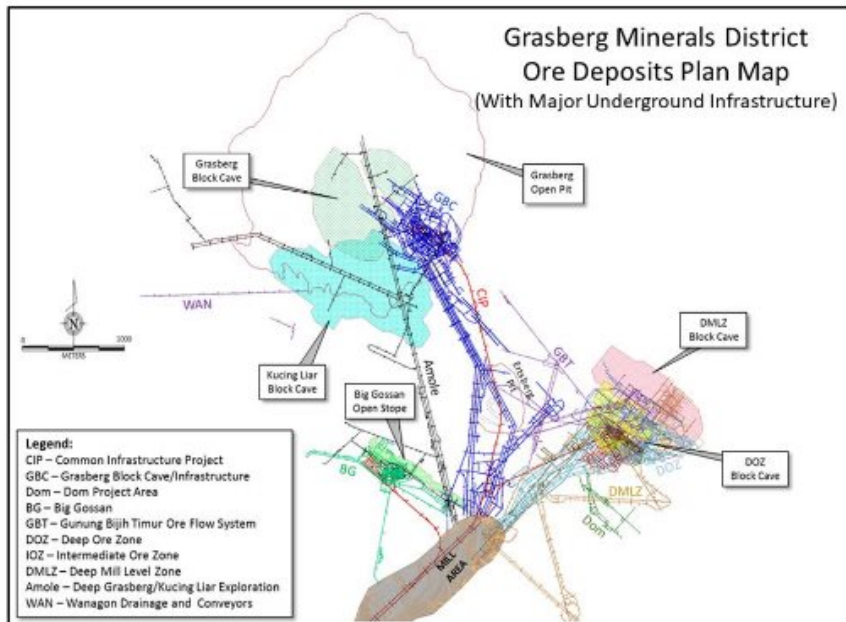
the Big Gossan) occur as “magnetite-rich, calcium/magnesian skarn” replacements, whose location and orientation are strongly influenced by major faults and by the chemistry of the carbonate rocks along the margins of the intrusions.

The copper mineralization in these skarn deposits is dominated by chalcopyrite, but higher bornite concentrations are common. Moreover, gold occurs in significant concentrations in all of the district’s ore bodies, though rarely visible to the naked eye. These gold concentrations usually occur as inclusions within the copper sulfide minerals, though, in some deposits, these concentrations can also be strongly associated with pyrite.

The following diagram indicates the relative elevations (in meters) of our reported Indonesia ore bodies.



The following map, which encompasses an area of 42 square kilometers (16 square miles), indicates the relative positions and sizes of our reported Indonesia ore bodies and their locations.



Smelting Facilities and Other Mining Properties

Atlantic Copper. Our wholly owned Atlantic Copper smelter and refinery is located on land concessions from the Huelva, Spain, port authorities, which are scheduled to expire in 2039.

The design capacity of the smelter is approximately 300,000 metric tons of copper per year, and the refinery has a capacity of 286,000 metric tons of copper per year. Atlantic Copper produced 295,300 metric tons of copper anode from its smelter and 283,100 metric tons of copper cathode from its refinery in 2018 ; 283,100 metric tons of copper anode from its smelter and 271,400 metric tons of copper cathode from its refinery in 2017; and 296,900 metric tons of copper anode from its smelter and 285,800 metric tons of copper cathode from its refinery in 2016.

Following is a summary of Atlantic Copper's concentrate purchases from unaffiliated third parties and our copper mining operations for the years ended December 31:

	2018	2017	2016
Third parties	77%	67%	77%
North America copper mines	14	18	13
South America mining	5	15	7
Indonesia mining	4	—	3
	100%	100%	100%

Atlantic Copper's major maintenance turnarounds typically occur approximately every eight years, with shorter-term maintenance turnarounds in the interim. Atlantic Copper completed a 79-day major maintenance turnaround in 2013, a 16-day maintenance turnaround in 2015 and a 27-day maintenance turnaround in 2017. A 15-day maintenance turnaround is scheduled for third-quarter 2019.

PT Smelting. PT-FI's former COW required us to construct, or cause to be constructed, a smelter in Indonesia if we and the Indonesian government determined that such a project would be economically viable. In 1995, following the completion of a feasibility study, we entered into agreements relating to the formation of PT Smelting, an Indonesian company, and the construction of the copper smelter and refinery in Gresik, Indonesia. PT Smelting owns and operates the smelter and refinery. PT-FI owns 25 percent of PT Smelting, with the remainder owned by Mitsubishi Materials Corporation (60.5 percent), Mitsubishi Corporation RtM Japan Ltd. (9.5 percent) and JX Nippon Mining & Metals Corporation (5 percent).

PT-FI's contract with PT Smelting requires PT-FI to supply 100 percent of the copper concentrate requirements (at market rates subject to a minimum or maximum treatment charge rate) necessary for PT Smelting to produce 205,000 metric tons of copper annually on a priority basis. PT-FI may also sell copper concentrate to PT Smelting at market rates for quantities in excess of 205,000 metric tons of copper annually. PT-FI supplied 90 percent of PT Smelting's concentrate requirements in 2018, 93 percent in 2017 and 88 percent in 2016.

In early 2017, the Indonesian government issued new regulations to address exports of unrefined metals, including copper concentrate and anode slimes, and other matters related to the mining sector. These regulations permit the export of anode slimes, which is necessary for PT Smelting to continue operating. As a result of labor disturbances and a delay in the renewal of its export license for anode slimes, PT Smelting's operations were shut down from mid-January 2017 until early March 2017. PT Smelting has applied for a one-year extension of its anode slimes export license, which currently expires February 26, 2019.

PT Smelting produced 258,800 metric tons of copper anode from its smelter and 257,600 metric tons of copper cathode from its refinery in 2018 ; 245,800 metric tons of copper anode from its smelter and 247,800 metric tons of copper cathode from its refinery in 2017; and 255,700 metric tons of copper anode from its smelter and 241,700 metric tons of copper cathode from its refinery in 2016.

PT Smelting's maintenance turnarounds (which range from two weeks to a month to complete) typically are expected to occur approximately every two years, with short-term maintenance turnarounds in the interim. The next major maintenance turnaround is scheduled for 2020. PT Smelting completed a 25-day maintenance turnaround during 2016, and a 30-day maintenance turnaround during 2018. In addition to PT Smelting's scheduled annual maintenance in November 2018, PT Smelting also experienced downtime in December 2018 caused by unscheduled maintenance at its sole-source oxygen supplier. This resulted in a temporary shutdown of PT Smelting's operations in December 2018.

Miami Smelter . We own and operate a smelter at our Miami mining operation in Arizona. The smelter has been operating for approximately 100 years and has been upgraded numerous times during that period to implement new technologies, improve production and comply with air quality requirements. In 2018, the Miami smelter completed the installation of emission control equipment that allows it to operate in compliance with current air quality standards. Refer to Item 1A. "Risk Factors" for further discussion.

The Miami smelter processes copper concentrate primarily from our North America copper mines. Concentrate processed through the smelter totaled 729,900 metric tons in 2018 , 612,600 metric tons in 2017 and 673,300 metric tons in 2016. In addition, because sulphuric acid is a by-product of smelting concentrate, the Miami smelter is also the most significant source of sulphuric acid for our North America leaching operations.

Major maintenance turnarounds (which take approximately three weeks to complete) are anticipated to occur approximately every three years for the Miami smelter, with short-term maintenance turnarounds in the interim. The Miami smelter completed a major maintenance turnaround in second-quarter 2017, and the next major maintenance turnaround is scheduled for 2020.

Rod & Refining Operations . Our Rod & Refining operations consist of conversion facilities located in North America, including a refinery in El Paso, Texas; rod mills in El Paso, Texas, Norwich, Connecticut, and Miami, Arizona; and a specialty copper products facility in Bayway, New Jersey. We refine our copper anode production from our Miami smelter at our El Paso refinery. The El Paso refinery has the potential to operate at an annual production capacity of about 900 million pounds of copper cathode, which is sufficient to refine all of the copper anode we produce at our Miami smelter. Our El Paso refinery also produces nickel carbonate, copper telluride and autoclaved slimes material containing gold, silver, platinum and palladium.

Molybdenum Conversion Facilities . We process molybdenum concentrate at our conversion plants in the U.S. and Europe into such products as technical-grade molybdc oxide, ferromolybdenum, pure molybdc oxide, ammonium molybdates and molybdenum disulfide. We operate molybdenum roasters in Sierrita, Arizona; Fort Madison, Iowa; and Rotterdam, the Netherlands, and we operate a molybdenum pressure-leach plant in Bagdad, Arizona. We also produce ferromolybdenum for customers worldwide at our conversion plant located in Stowmarket, United Kingdom.

Freeport Cobalt . In March 2013, we acquired a cobalt chemical refinery in Kokkola, Finland, and the related sales and marketing business which provided direct end-market access for the cobalt hydroxide production at the Tenke Fungurume (Tenke) mine in the Democratic Republic of Congo, in which we held an interest prior to our sale of TF Holdings Limited (TFHL) in 2016. We are the operator of Freeport Cobalt with an effective 56 percent ownership interest. The remaining effective ownership interest is held by Lundin Mining Corporation (24 percent) and La Générale des Carrières et des Mines (20 percent). The Kokkola refinery has an annual refining capacity of approximately 15,000 metric tons of cobalt.

As further discussed in Note 2, we continue to market the Freeport Cobalt assets.

Other North America Copper Mines . We also have five non-operating copper mines – Ajo, Bisbee, Tohono, Twin Buttes and Christmas, which are located in Arizona – that have been on care-and-maintenance status for several years and would require new or updated environmental studies, new permits, and additional capital investment, which could be significant, to return them to operating status.

Mining Development Projects and Exploration Activities

Capital expenditures for mining operations totaled \$2.0 billion (including \$1.2 billion for major projects) in 2018 , \$1.4 billion (including \$0.9 billion for major projects) in 2017 and \$1.6 billion (including \$1.2 billion for major projects) in 2016 . Capital expenditures for major projects during 2018 were primarily associated with underground development activities in the Grasberg minerals district and development of the Lone Star oxide project. Capital expenditures for major projects during 2017 and 2016 were primarily associated with the Cerro Verde expansion project and ongoing underground development activities in the Grasberg minerals district. Refer to MD&A for projected capital expenditures for the year 2019.

PT-FI has also committed to construct a new smelter in Indonesia by December 21, 2023. PT-FI is initiating front-end engineering and design and intends to pursue financing, commercial and potential partner arrangements for this project, which has a preliminary estimated capital cost in the \$3 billion range. The economics of the new smelter will be borne by PT-FI's shareholders according to their respective long-term share ownership percentages.

We have several projects and potential opportunities to expand production volumes, extend mine lives and develop large-scale underground ore bodies. As further discussed in MD&A, our near-term major development projects primarily include the underground development activities in the Grasberg minerals district and development of the Lone Star oxide project. Considering the long-term nature and large size of our development projects, actual costs and timing could vary from estimates. Additionally, in response to market conditions, the timing of our expenditures will continue to be reviewed. We continue to review our mine development and processing plans to maximize the value of our mineral reserves.

We also have an additional long-term underground mine development project in the Grasberg minerals district for the Kucing Liar ore body, which lies on the southern flank of and underneath the southern portion of the Grasberg open pit at the 2,605-meter elevation level. We expect to mine the Kucing Liar ore body using the block-cave method; aggregate capital cost estimates for development of the Kucing Liar ore body are projected to approximate \$3.8 billion (which are expected to be made between 2020 and 2032). Additionally, our current mine development plans include approximately \$6.0 billion of capital expenditures at our processing facilities to optimize the handling of underground ore types once the Grasberg open-pit operations cease. We expect substantially all of these expenditures to be made between 2019 and 2034. The timing and development of this project is currently being reviewed.

Our mining exploration activities are generally associated with our existing mines focusing on opportunities to expand reserves and resources to support development of additional future production capacity. Exploration results continue to indicate opportunities for significant future potential reserve additions in North America and South America. Exploration spending associated with mining operations totaled \$78 million in 2018, \$72 million in 2017 and \$44 million in 2016. Refer to MD&A for projected exploration expenditures for the year 2019.

Refer to Item 1A. "Risk Factors" for further discussion of risks associated with mine development projects and exploration activities and of risks associated with PT-FI's IUPK.

Sources and Availability of Energy, Natural Resources and Raw Materials

Our copper mining operations require significant energy, principally diesel, electricity, coal and natural gas, most of which is obtained from third parties under long-term contracts. Energy represented approximately 20 percent of our copper mine site operating costs in 2018, including purchases of approximately 220 million gallons of diesel fuel; 8,150 gigawatt hours of electricity at our North America and South America copper mining operations (we generate all of our power at our Indonesia mining operation); 740 thousand metric tons of coal for our coal power plant in Indonesia; and 1 million MMBtu (million British thermal units) of natural gas at certain of our North America mines. Based on current cost estimates, energy will approximate 20 percent of our copper mine site operating costs in 2019.

Our mining operations also require significant quantities of water for mining, ore processing and related support facilities. The loss of water rights for any of our mines, in whole or in part, or shortages of water to which we have rights, could require us to curtail or shut down mining operations. For a further discussion of risks and legal proceedings associated with the availability of water, refer to Item 1A. "Risk Factors" and Item 3. "Legal Proceedings."

Sulphuric acid is used in the SX/EW process and is produced as a by-product of the smelting process at our smelters and from our sulfur burners at the Safford mine. Sulphuric acid needs in excess of the sulphuric acid produced by our operations are purchased from third parties.

Community and Human Rights

We have adopted policies that govern our working relationships with the communities where we operate and are designed to guide our practices and programs in a manner that respects human rights and the culture of the local people impacted by our operations. We continue to make significant expenditures on community development, education, training and cultural programs, which include:

- comprehensive job training programs
- clean water and sanitation projects
- public health programs, including malaria control and human immunodeficiency virus
- agricultural assistance programs
- small and medium enterprise development programs
- basic education programs
- cultural promotion and preservation programs
- community infrastructure development
- charitable donations

In December 2000, we endorsed the joint U.S. State Department-British Foreign Office Voluntary Principles on Human Rights and Security (Voluntary Principles). We participated in developing these Voluntary Principles with other major natural resource companies and international human rights organizations and they are incorporated into our human rights policy. The Voluntary Principles provide guidelines for our security programs, including interaction with host-government security personnel, private security contractors and our internal security employees.

Our human rights policy, most recently updated in August 2017, reflects our full commitment to the United Nations Guiding Principles on Business and Human Rights. We have embarked on a program to plan and conduct site-level human rights impact assessments (HRIA) at our global operations.

HRIsAs help us to embed human rights considerations into our business practices, including site-level sustainable development risk registers. We completed a HRIA at our Cerro Verde operation in Peru in 2017 and at our New Mexico mining operations in 2018. We also participate in a multi-industry human rights working group to gain insight from peer companies. We believe that our social and economic development programs are responsive to the issues raised by the local communities near our areas of operation and help us maintain good relations with the surrounding communities and avoid disruptions of mining operations. As part of our ongoing commitment to sustainable community development, we make significant investments in social programs, including in-kind support and administration, across our global operations. Over the last three years, these investments have averaged \$150 million per year. Nevertheless, social and political instability in the areas of our operations may adversely impact our mining operations. Refer to Item 1A. "Risk Factors" for further discussion.

South America . Cerro Verde has provided a variety of community support projects over the years. Following engagements with regional and local governments, civic leaders and development agencies, in 2006, Cerro Verde committed to support the costs for a new potable water treatment plant to serve Arequipa. In addition, an agreement was reached with the Peruvian government for development of a water storage network that was financed by Cerro Verde and a distribution network that was financed by the Cerro Verde Civil Association.

Cerro Verde reached an agreement with the Regional Government of Arequipa, the National Government, the local water utility company and other local institutions to allow it to finance, engineer and construct a wastewater treatment plant for the city of Arequipa, which was completed in 2015. The wastewater treatment plant supplements existing water supplies to support Cerro Verde's concentrator expansion and also improves the local water quality, enhances agriculture products grown in the area and reduces the risk of waterborne illnesses. In addition to these projects, Cerro Verde annually makes significant community development investments in the Arequipa region.

Security Matters . Consistent with our operating permits in Peru and our commitment to protect our employees and property, we have taken steps to provide a safe and secure working environment. As part of its security program, Cerro Verde maintains its own internal security department. Both employees and contractors perform functions such as protecting company facilities, monitoring shipments of supplies and products, assisting in traffic control and aiding in emergency response operations. The security department receives human rights and Voluntary Principles training annually. Some contractors assigned to protection of expatriate personnel are armed. These contractors also receive training in defensive driving and firearms handling. Cerro Verde's costs for its internal civilian security department totaled \$8 million in both 2018 and 2017 and \$6 million in 2016.

Cerro Verde, like all businesses and residents of Peru, relies on the Peruvian government for the maintenance of public order, upholding the rule of law and the protection of personnel and property. The Peruvian government is responsible for employing police personnel and directing their operations. Cerro Verde has limited public security forces in support of its operation, with the arrangement defined through a memorandum of understanding with the Peruvian National Police. Cerro Verde's share of support costs for government-provided security approximated \$1 million in each of the years 2018, 2017 and 2016.

Indonesia. In 1996, PT-FI established the Freeport Partnership Fund for Community Development (the Partnership Fund) through which PT-FI has made available funding and technical assistance to support community development initiatives in the areas of health, education, economic development and local infrastructure. PT-FI has committed through June 2019 to provide one percent of its annual revenue for the development of the local communities in its area of operations through the Partnership Fund. PT-FI recorded costs of \$55 million in 2018 , \$44 million in 2017 and \$33 million in 2016 for this commitment.

The Amungme and Kamoro Community Development Organization (*Lembaga Pengembangan Masyarakat Amungme dan Kamoro* or LPMMAK) oversees disbursement of the program funds we contribute to the Partnership Fund. LPMMAK is governed by a board of commissioners and a board of directors, which are comprised of representatives from the local Amungme and Kamoro tribal communities, government leaders, church leaders, and one representative of PT-FI on each board. The Amungme and Kamoro people are original inhabitants of the land in our area of operations. In addition to the Partnership Fund, PT-FI makes significant annual investments in public health, education, community infrastructure and local economic development.

Security Matters . Consistent with our ongoing commitment to protect our employees and property, we have taken steps to provide a safe and secure working environment. As part of its security program, PT-FI maintains its own internal civilian security department. Both employees and contractors are unarmed and perform functions such as protecting company facilities, monitoring shipments of supplies and products, assisting in traffic control and aiding in emergency response operations. The security department receives human rights training annually.

PT-FI's costs for its internal civilian security department totaled \$59 million in 2018 , \$54 million in 2017 and \$58 million in 2016 .

PT-FI, like all businesses and residents of Indonesia, relies on the Indonesian government for the maintenance of public order, upholding the rule of law and protection of personnel and property. The Grasberg minerals district has been designated by the Indonesian government as one of Indonesia's vital national assets. This designation results in the police, and to a lesser extent, the military, playing a significant role in protecting the area of our operations. The Indonesian government is responsible for employing police and military personnel and directing their operations.

From the outset of PT-FI's operations, the Indonesian government has looked to PT-FI to provide logistical and infrastructure support and assistance for these necessary services because of the limited resources of the Indonesian government and the remote location of and lack of development in Papua. PT-FI's financial support of the Indonesian government security institutions assigned to PT-FI's operations area represents a prudent response to PT-FI's requirements and commitments to protect its workforce and property, and better ensuring that personnel are properly fed and lodged and have the logistical resources to patrol PT-FI's roads and secure its area of operations. In addition, the provision of such support is consistent with our philosophy of responsible corporate citizenship, and reflects our commitment to pursue practices that promote human rights.

PT-FI's support costs for the government-provided security totaled \$27 million in 2018 , \$23 million in 2017 and \$20 million in 2016 . This supplemental support consists of various infrastructure and other costs, including food, housing, fuel, travel, vehicle repairs, allowances to cover incidental and administrative costs, and community assistance programs conducted by the military and police.

Refer to Item 1A. "Risk Factors" for further discussion of security risks in Indonesia.

Mining Production and Sales Data

	Years Ended December 31,					
	Production			Sales		
	2018	2017	2016	2018	2017	2016
COPPER (millions of recoverable pounds)						
(FCX's net interest in %)						
North America						
Morenci (72%) ^a	684	737	848	700	713	855
Bagdad (100%)	199	173	177	197	164	180
Safford (100%)	123	150	230	127	154	229
Sierrita (100%)	152	160	162	154	154	162
Miami (100%)	16	19	25	16	18	27
Chino (100%)	173	215	308	176	217	308
Tyrone (100%)	55	61	76	56	61	75
Other (100%)	2	3	5	2	3	5
Total North America	1,404	1,518	1,831	1,428	1,484	1,841
South America						
Cerro Verde (53.56%)	1,049	1,062	1,108	1,051	1,062	1,105
El Abra (51%)	200	173	220	202	173	227
Total South America	1,249	1,235	1,328	1,253	1,235	1,332
Indonesia						
Grasberg minerals district ^b	1,160	984	1,063	1,130	981	1,054
Consolidated - continuing operations	3,813	3,737	4,222 ^c	3,811 ^d	3,700 ^d	4,227 ^{c,d}
Less noncontrolling interests	695	670	722	694	670	723
Net	3,118	3,067	3,500	3,117	3,030	3,504
Average realized price per pound (continuing operations)				\$ 2.91	\$ 2.93	\$ 2.28
GOLD (thousands of recoverable ounces)						
North America (100%)	23	23	27	23	22	25
Indonesia ^b	2,416	1,554	1,061	2,366	1,540	1,054
Consolidated	2,439	1,577	1,088	2,389	1,562	1,079
Less noncontrolling interests	228	145	99	223	144	99
Net	2,211	1,432	989	2,166	1,418	980
Average realized price per ounce				\$ 1,254	\$ 1,268	\$ 1,238
MOLYBDENUM (millions of recoverable pounds)						
Henderson (100%)	14	12	10	N/A	N/A	N/A
Climax (100%)	21	20	16	N/A	N/A	N/A
North America copper mines (100%) ^a	32	33	33	N/A	N/A	N/A
Cerro Verde (53.56%)	28	27	21	N/A	N/A	N/A
Consolidated	95	92	80	94	95	74
Less noncontrolling interest	13	13	9	13	12	6
Net	82	79	71	81	83	68
Average realized price per pound				\$ 12.50	\$ 9.33	\$ 8.33

- a. Amounts are net of Morenci's undivided joint venture partners' interest; effective May 31, 2016, our undivided interest in Morenci was prospectively reduced from 85 percent to 72 percent (refer to Note 2 for further discussion).
- b. Amounts are net of the former Rio Tinto Joint Venture interest. On December 21, 2018, we completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership, resulting in a reduction of our share ownership in PT-FI from 90.64 percent to 48.76 percent (refer to Note 2 for further discussion). Our economic interest in PT-FI is expected to approximate 81 percent from 2019 through 2022.
- c. Excludes 425 million pounds of copper production and 424 million pounds of copper sales associated with discontinued operations. In November 2016, we completed the sale of our interest in TFHL, through which we held an interest in the Tenke mine (refer to Note 2 for further discussion).
- d. Excludes purchased copper of 356 million pounds in 2018, 273 million pounds in 2017 and 188 million pounds in 2016.

Mineral Reserves

Proven and probable reserves were determined by the use of mapping, drilling, sampling, assaying and evaluation methods generally applied in the mining industry, as more fully discussed below. The term “reserve,” as used in the reserve data presented here, means that part of a mineral deposit that can be economically and legally extracted or produced at the time of the reserve determination. The term “proven reserves” means reserves for which (i) quantity is computed from dimensions revealed in outcrops, trenches, workings or drill holes; (ii) grade and/or quality are computed from the results of detailed sampling; and (iii) the sites for inspection, sampling and measurements are spaced so closely and the geologic character is sufficiently defined that size, shape, depth and mineral content of reserves are well established. The term “probable reserves” means reserves for which quantity and grade are computed from information similar to that used for proven reserves but the sites for sampling are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven reserves, is high enough to assume continuity between points of observation.

Our mineral reserve estimates are based on the latest available geological and geotechnical studies. We conduct ongoing studies of our ore bodies to optimize economic values and to manage risk. We revise our mine plans and estimates of recoverable proven and probable mineral reserves as required in accordance with the latest available studies. Refer to Item 1A. “Risk Factors” for discussion of risks associated with our estimates of proven and probable reserves.

Estimated recoverable proven and probable reserves at December 31, 2018, were determined using \$2.50 per pound for copper in North America and South America and \$2.00 per pound for copper in Indonesia, \$1,000 per ounce for gold and \$10 per pound for molybdenum. Reserves for Indonesia would not significantly change if assessed under a long-term price of \$2.50 per pound of copper as PT-FI’s reserve plan is mill-constrained by the term of its IUPK, which contains rights to extend mining rights through 2041.

For the three-year period ended December 31, 2018, LME copper settlement prices averaged \$2.65 per pound, London PM gold prices averaged \$1,259 per ounce and the weekly average price for molybdenum quoted by *Metals Week* averaged \$8.85 per pound. In late 2015, we incorporated changes in the commercial pricing structure for our molybdenum-based chemical products to enable continuation of chemical-grade production.

The estimated recoverable proven and probable reserves presented in the table below represent the estimated metal quantities from which we expect to be paid after application of estimated metallurgical recovery rates and smelter recovery rates, where applicable. Recoverable reserves are that part of a mineral deposit that we estimate can be economically and legally extracted or produced at the time of the reserve determination.

Estimated Recoverable Proven and Probable Mineral Reserves at December 31, 2018

	Copper^a (billion pounds)	Gold (million ounces)	Molybdenum (billion pounds)
North America	49.9	0.6	3.06
South America	33.5	—	0.72
Indonesia	36.2 ^b	30.2 ^b	—
Consolidated basis^c	119.6	30.8	3.78
Net equity interest^d	86.8	17.0	3.44

- a. Estimated consolidated recoverable copper reserves include 2.0 billion pounds in leach stockpiles and 0.6 billion pounds in mill stockpiles (refer to “Mill and Leach Stockpiles” for further discussion).
- b. Includes 13.0 billion pounds of copper and 10.1 million ounces of gold associated with PT-FI’s acquisition of the Rio Tinto Joint Venture interest. Preliminary estimated recoverable proven and probable reserves from Indonesia reflect estimates of minerals that can be recovered through 2041. Refer to Item 1A. “Risk Factors.”
- c. Consolidated reserves represent estimated metal quantities after reduction for joint venture partner interests at the Morenci mine in North America (refer to Note 3 for further discussion of our Morenci joint venture). Excluded from the table above are our estimated recoverable proven and probable reserves of 393.1 million ounces of silver, which were determined using \$15 per ounce and include 55.7 million ounces associated with PT-FI’s acquisition of the Rio Tinto Joint Venture interest.
- d. Net equity interest reserves represent estimated consolidated metal quantities further reduced for noncontrolling interest ownership (refer to Note 3 for further discussion of our ownership in subsidiaries). Excluded from the table above are our estimated recoverable proven and probable reserves of 269.3 million ounces of silver. Our net equity interest for estimated metal quantities in Indonesia reflects approximately 81 percent from 2019 through 2022 and 48.76 percent from 2023 through 2041.

Estimated Recoverable Proven and Probable Mineral Reserves

at December 31, 2018

	Processing Method	Proven Reserves					Probable Reserves				
		Million metric tons	Average Ore Grade				Million metric tons	Average Ore Grade			
			Copper %	Gold g/t	Moly %	Silver g/t		Copper %	Gold g/t	Moly %	Silver g/t
North America											
Morenci	Mill	665	0.34	—	0.02	—	245	0.32	—	0.02	—
	Crushed leach	446	0.52	—	—	—	110	0.47	—	—	—
	ROM leach	2,222	0.17	—	—	—	931	0.16	—	—	—
Bagdad	Mill	1,721	0.34	— ^a	0.02	1.43	625	0.30	— ^a	0.02	1.26
	ROM leach	13	0.27	—	—	—	67	0.17	—	—	—
Safford, including Lone Star	Crushed leach	665	0.45	—	—	—	174	0.41	—	—	—
Sierrita	Mill	2,972	0.23	— ^a	0.02	1.36	397	0.20	— ^a	0.02	1.16
Chino, including Cobre	Mill	168	0.54	0.05	0.01	0.93	106	0.54	0.04	0.01	0.92
	ROM leach	112	0.29	—	—	—	9	0.26	—	—	—
Tyrone	ROM leach	49	0.26	—	—	—	6	0.21	—	—	—
Henderson	Mill	58	—	—	0.18	—	13	—	—	0.13	—
Climax	Mill	158	—	—	0.15	—	10	—	—	0.09	—
		9,249					2,693				
South America											
Cerro Verde	Mill	830	0.36	—	0.01	1.90	3,361	0.36	—	0.01	1.89
	Crushed leach	26	0.40	—	—	—	37	0.27	—	—	—
	ROM leach	18	0.21	—	—	—	52	0.15	—	—	—
El Abra	Crushed leach	488	0.44	—	—	—	200	0.40	—	—	—
	ROM leach	9	0.17	—	—	—	8	0.18	—	—	—
		1,371					3,658				
Indonesia											
DMLZ	Mill	78	0.99	0.83	—	4.64	354	0.91	0.75	—	4.36
Grasberg open pit	Mill	1	2.65	5.70	—	7.97	4	1.08	1.51	—	3.12
DOZ	Mill	14	0.54	0.67	—	2.29	37	0.48	0.53	—	2.23
Big Gossan	Mill	18	2.42	1.03	—	15.15	39	2.24	1.02	—	13.50
GBC	Mill	316	1.11	0.86	—	3.86	647	0.89	0.66	—	3.54
Kucing Liar ^b	Mill	131	1.31	1.09	—	6.60	218	1.19	0.99	—	5.59
		558					1,299				
Total FCX - 100% Basis		11,178					7,650				

a. Grade rounds to less than 0.01 g/t.

b. Would require additional capital investment, which could be significant, to bring into production.

The reserve table above and the tables on the following pages utilize the abbreviations described below:

- g/t – grams per metric ton
- Moly – Molybdenum

Estimated Recoverable Proven and Probable Mineral Reserves

at December 31, 2018

(continued)

	Processing Method	Proven and Probable	Average Ore Grade				Recoveries ^a			
		Million metric tons	Copper %	Gold g/t	Moly %	Silver g/t	Copper %	Gold %	Moly %	Silver %
North America										
Morenci	Mill	910	0.33	—	0.02	—	79.8	—	49.4	—
	Crushed leach	556	0.51	—	—	—	78.3	—	—	—
	ROM leach	3,153	0.16	—	—	—	42.4	—	—	—
Bagdad	Mill	2,346	0.33	— ^b	0.02	1.39	86.2	59.1	70.8	49.3
	ROM leach	80	0.19	—	—	—	24.7	—	—	—
Safford, including Lone Star	Crushed leach	839	0.44	—	—	—	71.4	—	—	—
Sierrita	Mill	3,369	0.23	— ^b	0.02	1.34	82.1	60.0	78.1	49.3
Chino, including Cobre	Mill	274	0.54	0.04	0.01	0.93	80.4	74.6	26.0	75.2
	ROM leach	121	0.29	—	—	—	44.4	—	—	—
Tyrone	ROM leach	55	0.25	—	—	—	52.5	—	—	—
Henderson	Mill	71	—	—	0.17	—	—	—	89.9	—
Climax	Mill	168	—	—	0.15	—	—	—	89.6	—
		11,942								
South America										
Cerro Verde	Mill	4,191	0.36	—	0.01	1.89	86.2	—	54.2	44.7
	Crushed leach	63	0.33	—	—	—	81.1	—	—	—
	ROM leach	70	0.17	—	—	—	47.9	—	—	—
El Abra	Crushed leach	688	0.43	—	—	—	54.5	—	—	—
	ROM leach	17	0.18	—	—	—	41.6	—	—	—
		5,029								
Indonesia										
DMLZ	Mill	432	0.92	0.76	—	4.41	86.8	79.2	—	64.4
Grasberg open pit	Mill	5	1.26	1.98	—	3.66	91.8	89.1	—	43.2
DOZ	Mill	51	0.50	0.57	—	2.25	90.1	85.3	—	67.9
Big Gossan	Mill	57	2.30	1.02	—	14.02	91.4	67.8	—	63.7
GBC	Mill	963	0.96	0.72	—	3.64	84.0	63.2	—	55.7
Kucing Liar ^c	Mill	349	1.24	1.03	—	5.97	85.2	45.7	—	40.4
		1,857								
Total FCX - 100% Basis		18,828								

a. Recoveries are net of estimated mill and smelter losses.

b. Grade rounds to less than 0.01 g/t.

c. Would require additional capital investment, which could be significant, to bring into production.

Estimated Recoverable Proven and Probable Mineral Reserves
at December 31, 2018
(continued)

	FCX's Interest	Processing Method	Recoverable Reserves			
			Copper billion lbs.	Gold million ozs.	Moly billion lbs.	Silver million ozs.
North America						
Morenci	72%	Mill	5.3	—	0.18	—
		Crushed leach	4.9	—	—	—
		ROM leach	4.9	—	—	—
Bagdad	100%	Mill	14.6	0.1	0.74	51.5
		ROM leach	0.1	—	—	—
Safford, including Lone Star	100%	Crushed leach	5.9	—	—	—
Sierrita	100%	Mill	13.8	0.2	1.42	71.3
Chino, including Cobre	100%	Mill	2.6	0.3	0.01	6.2
		ROM leach	0.4	—	—	—
Tyrone	100%	ROM leach	0.2	—	—	—
Henderson	100%	Mill	—	—	0.24	—
Climax	100%	Mill	—	—	0.50	—
			52.7	0.6	3.09	129.0
Recoverable metal in stockpiles ^a			1.6	—	0.02	—
100% operations			54.3	0.6	3.11	129.0
Consolidated			49.9	0.6	3.06	129.0
Net equity interest			49.9	0.6	3.06	129.0
South America						
Cerro Verde	53.56%	Mill	28.4	—	0.71	113.7
		Crushed leach	0.4	—	—	—
		ROM leach	0.1	—	—	—
El Abra	51%	Crushed leach	3.6	—	—	—
		ROM leach	— ^b	—	—	—
			32.5	—	0.71	113.7
Recoverable metal in stockpiles ^a			1.0	—	0.01	1.8
100% operations			33.5	—	0.72	115.5
Consolidated			33.5	—	0.72	115.5
Net equity interest			17.8	—	0.38	61.9
Indonesia						
DMLZ	^c	Mill	7.6	8.4	—	39.5
Grasberg open pit	^c	Mill	0.1	0.3	—	0.3
DOZ	^c	Mill	0.5	0.8	—	2.5
Big Gossan	^c	Mill	2.6	1.3	—	16.3
GBC	^c	Mill	17.2	14.1	—	62.8
Kucing Liar	^c	Mill	8.1	5.2	—	27.0
			36.1	30.1	—	148.4
Recoverable metal in stockpiles ^a			0.1	0.1	—	0.2
100% operations			36.2	30.2	—	148.6
Consolidated			36.2	30.2	—	148.6
Net equity interest			19.1	16.4	—	78.4
Total FCX – 100% basis			124.0	30.8	3.83	393.1
Total FCX – Consolidated basis ^d			119.6	30.8	3.78	393.1
Total FCX – Net equity interest ^e			86.8	17.0	3.44	269.3

a. Refer to "Mill and Leach Stockpiles" for additional information.

b. Pounds round to less than 0.1 billion pounds of copper.

c. On December 21, 2018, we completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership, resulting in a reduction of our share ownership in PT-FI from 90.64 percent to 48.76 percent (refer to Note 2 for further discussion).

d. Consolidated reserves represent estimated metal quantities after reduction for Morenci's joint venture partner interests (refer to Note 3 for further discussion).

- e. Net equity interest represents estimated consolidated metal quantities further reduced for noncontrolling interest ownership (refer to Note 3 for further discussion of our ownership in subsidiaries). Our net equity interest for estimated metal quantities in Indonesia reflects approximately 81 percent from 2019 through 2022 and 48.76 percent from 2023 through 2041.

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In defining our open-pit reserves, we apply a “variable cutoff grade” strategy. The objective of this strategy is to maximize the net present value of our operations. We use a “break-even cutoff grade” to define the in-situ reserves for our underground ore bodies. The break-even cutoff grade is defined for a metric ton of ore as that equivalent copper grade, once produced and sold, that generates sufficient revenue to cover all operating and administrative costs associated with our production.

Our copper mines may contain other commercially recoverable metals, such as gold, molybdenum and silver. We value all commercially recoverable metals in terms of a copper equivalent percentage to determine a single cutoff grade. Copper equivalent percentage is used to express the relative value of multi-metal ores in terms of one metal. The calculation expresses the relative value of the ore using estimates of contained metal quantities, metals prices as used for reserve determination, recovery rates, treatment charges and royalties. Our molybdenum properties use a molybdenum cutoff grade.

The table below shows the minimum cutoff grade by process for each of our existing ore bodies as of December 31, 2018 :

	Copper Equivalent Cutoff Grade (Percent)			Molybdenum Cutoff Grade (Percent)
	Mill	Crushed Leach	ROM Leach	Mill
North America				
Morenci	0.17	0.12	0.03	—
Bagdad	0.15	—	0.08	—
Safford, including Lone Star	—	0.08	—	—
Sierrita	0.15	—	—	—
Chino, including Cobre	0.19	—	0.05	—
Tyrone	—	—	0.03	—
Henderson	—	—	—	0.12
Climax	—	—	—	0.05
South America				
Cerro Verde	0.15	0.12	0.08	—
El Abra	—	0.11	0.06	—
Indonesia				
DMLZ	0.89	—	—	—
Grasberg open pit	0.25	—	—	—
DOZ	0.89	—	—	—
Big Gossan	1.77	—	—	—
GBC	0.80	—	—	—
Kucing Liar	0.97	—	—	—

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Drill hole spacing data is used by mining professionals, such as geologists and geological engineers, in determining the suitability of data coverage (on a relative basis) in a given deposit type and mining method scenario so as to achieve a given level of confidence in the resource estimate. Drill hole spacing is only one of several criteria necessary to establish resource classification. Drilling programs are typically designed to achieve an optimum sample spacing to support the level of confidence in results that apply to a particular stage of development of a mineral deposit.

The following table sets forth the average drill hole spacing based on average sample distance or drill pattern spacing for proven and probable ore reserves by process type:

		Average Drill Hole Spacing (in Meters)			
		Proven		Probable	
		Mill	Leach	Mill	Leach
Mining Unit					
North America					
Morenci	Open Pit	86	86	122	122
Bagdad	Open Pit	86	86	122	122
Safford, including Lone Star	Open Pit	—	86	—	122
Sierrita	Open Pit	73	—	104	—
Chino	Open Pit	43	86	86	122
Cobre	Open Pit	61	61	91	91
Tyrone	Open Pit	—	86	—	86
Henderson	Block Cave	47	—	96	—
Climax	Open Pit	61	—	91	—
South America					
Cerro Verde	Open Pit	55	55	110	110
El Abra	Open Pit	—	75	—	120
Indonesia					
DMLZ	Block Cave	21	—	63	—
Grasberg open pit	Open Pit	25	—	51	—
DOZ	Block Cave	22	—	55	—
Big Gossan	Open Stope	12	—	35	—
GBC	Block Cave	28	—	66	—
Kucing Liar	Block Cave	39	—	96	—

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Expected copper recovery rates for mill stockpiles are determined by metallurgical testing. The recoverable copper in mill stockpiles, once entered into the production process, can be produced into copper concentrate almost immediately.

Expected copper recovery rates for leach stockpiles are determined using small-scale laboratory tests, small- to large-scale column testing (which simulates the production process), historical trends and other factors, including mineralogy of the ore and rock type. Total copper recovery in leach stockpiles can vary significantly from a low percentage to more than 90 percent depending on several variables, including processing methodology, processing variables, mineralogy and particle size of the rock. For newly placed material on active stockpiles, as much as 80 percent of total copper recovery may be extracted during the first year, and the remaining copper may be recovered over many years. Processes and recovery rates are monitored regularly, and recovery rate estimates are adjusted periodically as additional information becomes available and as related technology changes.

Following are our stockpiles and the estimated recoverable copper contained within those stockpiles as of December 31, 2018 :

	Million Metric Tons	Average Ore Grade (%)	Recovery Rate (%)	Recoverable Copper (billion pounds)
Mill stockpiles				
Cerro Verde	104	0.27	74.1	0.5
Grasberg minerals district	13	0.49	71.6	0.1
	117			0.6
Leach stockpiles				
Morenci	6,596	0.24	1.6	0.5
Bagdad	499	0.25	0.4	— ^a
Safford, including Lone Star	289	0.43	8.5	0.3
Sierrita	650	0.15	9.9	0.2
Miami	498	0.39	1.5	0.1
Chino, including Cobre	1,743	0.25	3.7	0.4
Tyrone	1,148	0.28	2.1	0.1
Cerro Verde	488	0.47	5.0	0.2
El Abra	744	0.44	4.5	0.3
	12,655			2.1
Total FCX - 100% basis				2.7
Total FCX - Consolidated basis^b				2.6
Total FCX - Net equity interest^c				2.1

a. Rounds to less than 0.1 billion pounds of recoverable copper.

b. Consolidated stockpiles represent estimated metal quantities after reduction for Morenci's joint venture partner interests. Refer to Note 3 for further discussion.

c. Net equity interest represents estimated consolidated metal quantities further reduced for noncontrolling interest ownership (refer to Note 3 for further discussion of our ownership in subsidiaries). Our net equity interest for estimated metal quantities in Grasberg minerals district reflects approximately 81 percent from 2019 through 2022 and 48.76 percent from 2023 through 2041.

Mineralized Material

We hold various properties containing mineralized material that we believe could be brought into production should market conditions warrant. However, permitting and significant capital expenditures would be required before operations could commence at these properties. Mineralized material is a mineralized body that has been delineated by appropriately spaced drilling and/or underground sampling to support the reported tonnage and average metal grades. Such a deposit cannot qualify as recoverable proven and probable reserves until legal and economic feasibility are confirmed based upon a comprehensive evaluation of development costs, unit costs, grades, recoveries and other material factors. Estimated mineralized materials as presented on the following page were assessed using prices of \$3.00 per pound for copper, \$1,200 per ounce for gold, \$12 per pound for molybdenum and \$20 per ounce for silver. Refer to Item 1A. "Risk Factors" for discussion of risks associated with our estimates of mineralized material.

**Estimated Mineralized Material
at December 31, 2018**

	FCX's Interest	Milling Material					Leaching Material		Total Mineralized Material
		Million metric tons	Copper %	Gold g/t	Moly %	Silver g/t	Million metric tons	Copper %	Million metric tons
North America									
Morenci	72%	1,192	0.28	—	0.02	—	1,584	0.18	2,776
Bagdad	100%	474	0.32	— ^a	0.02	1.4	2	0.14	476
Safford, including Lone Star	100%	665	0.52	0.07	—	1.4	792	0.30	1,457
Sierrita	100%	1,378	0.17	— ^a	0.02	1.0	—	—	1,378
Chino, including Cobre	100%	236	0.41	0.02	0.01	0.7	24	0.22	260
Tyrone	100%	—	—	—	—	—	157	0.23	157
Henderson	100%	103	—	—	0.14	—	—	—	103
Climax	100%	357	—	—	0.16	—	—	—	357
Ajo	100%	585	0.37	0.06	0.01	0.8	—	—	585
Cochise/Bisbee	100%	—	—	—	—	—	306	0.44	306
Sanchez	100%	—	—	—	—	—	211	0.28	211
Tohono	100%	279	0.68	—	—	—	291	0.66	570
Twin Buttes	100%	359	0.46	—	0.03	4.9	144	0.20	503
Christmas	100%	398	0.37	0.05	— ^a	1.0	—	—	398
South America									
Cerro Verde	53.56%	1,242	0.35	—	0.01	1.8	17	0.20	1,259
El Abra	51%	2,124	0.40	0.02	0.01	1.3	138	0.25	2,262
Indonesia									
Grasberg minerals district	48.76%	2,613	0.68	0.60	—	3.6	—	—	2,613
Africa									
Kisanfu ^b	95%	77	1.83	—	—	—	64	2.39	141
Total FCX - 100% basis		12,082					3,730		15,812
Total FCX - Consolidated basis^c		11,748					3,285		15,033
Total FCX - Net equity interest^d		8,788					3,206		11,994

a. Amounts not shown because of rounding.

b. Stated tonnage also includes cobalt (0.95 percent for milling material and 0.97 percent for leaching material).

c. Consolidated basis represents estimated mineralized materials after reduction for Morenci's joint venture partner interests. Refer to Note 3 for further discussion.

d. Net equity interest represents estimated consolidated mineralized material further reduced for noncontrolling interest ownership. Refer to Note 3 for further discussion of our ownership in subsidiaries.

OIL AND GAS OPERATIONS

As further discussed in Note 2, during the three years ended December 31, 2018, we completed the sales of substantially all of our oil and gas properties. As a result, our portfolio of oil and gas assets at December 31, 2018, included natural gas production onshore in South Louisiana and oil production offshore in California, which had estimated proved developed reserves of 7.2 million barrels of oil equivalents (MMBOE).

Exploration and Development Activities

Capital expenditures associated with oil and gas properties totaled \$2 million in 2018, and we have no plans to incur significant capital expenditures associated with oil and gas properties in future periods. Capital expenditures for our oil and gas operations totaled \$34 million in 2017 and \$1.2 billion in 2016 (including \$0.6 billion incurred for Gulf of Mexico and \$0.5 billion for changes in capital expenditure accruals).

Production and Sales Data

Oil and gas sales totaled 3.1 MMBOE in 2018 and 4.6 MMBOE in 2017. Oil and gas production and sales for the year 2016 totaled 47.1 MMBOE, including 34.4 million barrels (MMBbls) of oil, 65.1 billion cubic feet of natural gas and 1.8 MMBbls of natural gas liquids.

Productive Wells

As of and for the years ended December 31, 2018 and 2017, the total number of active producing oil and gas wells was not significant. At December 31, 2016, we had working interests in 120 gross (94 net) active producing oil wells and 640 gross (100 net) active producing natural gas wells.

Drilling Activities

As of and for the years ended December 31, 2018 and 2017, there were no exploratory or development wells drilled or in progress. During the year ended December 31, 2016, we drilled 3 gross (2 net) exploratory productive wells and 9 gross (5 net) development productive wells.

Item 1A. Risk Factors.

This report contains "forward-looking statements" within the meaning of United States (U.S.) federal securities laws. Forward-looking statements are all statements other than statements of historical facts, such as projections or expectations relating to ore grades and milling rates; production and sales volumes; unit net cash costs; operating cash flows; capital expenditures; our expectations regarding our share of PT Freeport Indonesia's (PT-FI) future cash flows through 2022; PT-FI's development, financing, construction and completion of a new smelter in Indonesia; exploration efforts and results; development and production activities, rates and costs; liquidity; tax rates; supply of and demand for, and the impact of, copper, gold and molybdenum price changes; the impact of deferred intercompany profits on earnings; reserve estimates; future dividend payments; and share purchases and sales.

We undertake no obligation to update any forward-looking statements. We caution readers that forward-looking statements are not guarantees of future performance and our actual results may differ materially from those anticipated, expected, projected or assumed in the forward-looking statements. Important factors that can cause our actual results to differ materially from those anticipated in the forward-looking statements include the following:

Financial risks

Fluctuations in the market prices of copper, gold and molybdenum have caused and may continue to cause significant volatility in our financial performance and in the trading prices of our debt and common stock. Extended declines in the market prices of copper, gold and, to a lesser extent, molybdenum could adversely affect our earnings, cash flows and asset values and, if sustained, may adversely affect our ability to repay debt.

Our financial results will vary with fluctuations in the market prices of the commodities we produce, primarily copper and gold, and to a lesser extent molybdenum. An extended decline in market prices of these commodities could have a material adverse effect on our financial results, the value of our assets and/or our ability to repay our debt and meet our other fixed obligations; and may depress the trading prices of our common stock and of our publicly traded debt securities.

Additionally, if market prices for our primary commodities decline for a sustained period of time, we may have to revise our operating plans, including curtailing production, reducing operating costs and capital expenditures and discontinuing certain exploration and development programs. We may be unable to decrease our costs in an amount sufficient to offset reductions in revenues, in which case we may incur losses, and those losses may be material.

Fluctuations in commodities prices are caused by varied and complex factors beyond our control, including global supply and demand balances and inventory levels; global economic and political conditions; international regulatory, trade and tax policies, including national tariffs; commodities investment activity and speculation; interest rates; the strength of the U.S. dollar compared to foreign currencies; the price and availability of substitute products; and changes in technology. Volatility in global economic growth, particularly in developing economies, has the potential to adversely affect future demand and prices for commodities. Geopolitical uncertainty and protectionism, including the United Kingdom's plans to exit from the European Union (commonly referred to as Brexit), have the potential to inhibit international trade and negatively impact business confidence, which creates the risk of constraints on our ability to trade in certain markets and has the potential to increase price volatility.

Copper prices may be affected by demand from China, which has become the largest consumer of refined copper in the world, and by changes in demand for industrial, commercial and residential products containing copper. Rising trade tensions between the U.S. and China and efforts by the Chinese government to reduce debt levels contributed to a recent slowdown in China's growth. A continued slowing in China's economic growth and demand and continued trade tensions between the U.S. and China could result in lower copper prices which could have a material adverse impact on our business and results of operations, including cash flow. The adoption and expansion of trade restrictions, changes in the state of China-U.S. relations, including the current trade war, or other governmental action related to tariffs or trade agreements or policies are difficult to predict and could adversely affect demand for our products, our costs, our customers, our suppliers, and the U.S. economy, which in turn could have a material adverse effect on our business, results of operations, or financial condition.

Copper prices have fluctuated historically, with London Metal Exchange (LME) copper settlement prices ranging from \$1.96 per pound to \$3.29 per pound during the three years ended December 31, 2018. LME copper settlement prices averaged \$2.96 per pound in 2018, \$2.80 per pound in 2017 and \$2.21 per pound in 2016. The LME copper settlement price was \$2.71 per pound on December 31, 2018, and \$2.79 per pound on January 31, 2019.

Factors affecting gold prices may include the relative strength of the U.S. dollar to other currencies, inflation and interest rate expectations, purchases and sales of gold by governments and central banks, demand from China and India, two of the world's largest consumers of gold, and global demand for jewelry containing gold. The London PM gold price averaged \$1,268 per ounce in 2018, \$1,257 per ounce in 2017 and \$1,250 per ounce in 2016. The London PM gold price was \$1,279 per ounce on December 28, 2018 (there was no London PM gold price quote on December 31, 2018), and \$1,323 per ounce on January 31, 2019.

The *Metals Week* Molybdenum Dealer Oxide weekly average price averaged \$11.93 per pound in 2018, \$8.21 per pound in 2017 and \$6.47 per pound in 2016. The *Metals Week* Molybdenum Dealer Oxide weekly average price was \$11.88 per pound on December 31, 2018, and \$10.95 per pound on January 31, 2019.

Declines in prices of commodities we sell could result in metals inventory adjustments and impairment charges for our long-lived assets. Other events that could result in impairment of our long-lived assets include, but are not limited to, decreases in estimated proven and probable mineral reserves and any event that might have a material adverse effect on current and future expected mine production costs.

Our debt and other financial commitments may limit our financial and operating flexibility.

At December 31, 2018, our total consolidated debt was \$ 11.1 billion (see Note 8) and our total consolidated cash was \$4.2 billion. We also have various other financial commitments, including reclamation and environmental obligations, take-or-pay contracts and leases. For further information, refer to the risk factor below relating to mine closure and reclamation regulations and plugging and abandonment obligations related to our remaining oil and gas properties.

Our level of indebtedness and other financial commitments could have important consequences to our business, including the following:

- Limiting our flexibility in planning for, or reacting to, changes in the industry in which we operate;
- Increasing our vulnerability to general adverse economic and industry conditions;
- Limiting our ability to fund future working capital, capital expenditures and/or material contingencies, to engage in future development activities, or to otherwise realize the value of our assets and opportunities fully because of the need to dedicate a substantial portion of our cash flows from operations to payments on our debt;
- Requiring us to sell assets to reduce debt; or
- Placing us at a competitive disadvantage compared to our competitors that have less debt and/or fewer financial commitments.

Any failure to comply with the financial and other covenants in our debt agreements may result in an event of default that would allow the creditors to accelerate maturities of the related debt, which in turn may trigger cross-acceleration or cross-default provisions in other debt agreements. Our available cash and liquidity may not be sufficient to fully repay borrowings under our debt instruments that are accelerated upon an event of default.

From August 2015 through November 2016, we sold 326.5 million shares of our common stock under registered at-the-market equity programs, which generated \$3.5 billion in gross proceeds (refer to Note 10). In addition, during 2016, we issued 48.1 million shares of our common stock in connection with the settlement of two drilling rig contracts (refer to Note 13) and 27.7 million shares of our common stock in exchange for \$369 million of FCX senior notes (refer to Note 10). Any additional issuance of equity capital to fund operations, reduce debt, improve our financial position or for other purposes, may have a negative impact on our stock price.

As of January 31, 2019 , our senior unsecured debt was rated “BB” with a stable outlook by Standard & Poor’s (S&P), “BB+” with a negative outlook by Fitch Ratings (Fitch), and “Ba2” with a stable outlook by Moody’s Investors Service (Moody’s). There is no assurance that our credit ratings will not be downgraded in the future.

Certain of our debt agreements, including our revolving credit facility, use the London Interbank Offered Rate (LIBOR) as a reference rate. In July 2017, the United Kingdom’s Financial Conduct Authority, which regulates LIBOR, announced that it intends to phase out LIBOR by the end of 2021. If LIBOR is unavailable after 2021, our debt with interest rates that are indexed to LIBOR will be determined using various alternative methods to the extent provided for in our agreements, which could result in increases in interest rates on such debt. Further, we may need to renegotiate our debt agreements and the loans that utilize LIBOR to replace LIBOR with the new standard that is established by the U.S. Alternative Rate Reference Committee, which is currently expected to be the Secured Overnight Bank Financing Rate.

Mine closure and reclamation regulations impose substantial costs on our operations and include requirements that we provide financial assurance supporting those obligations. We also have plugging and abandonment obligations related to our remaining oil and gas properties, and are required to provide bonds or other forms of financial assurance in connection with those properties. Changes in or the failure to comply with these requirements could have a material adverse effect on us.

We are required by U.S. federal and state laws and regulations to provide financial assurance sufficient to allow a third party to implement approved closure and reclamation plans for our mining properties if we are unable to do so. The U.S. Environmental Protection Agency (EPA) and state agencies may also require financial assurance for investigation and remediation actions that are required under settlements of enforcement actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) or similar state laws. Refer to Note 12 for additional information regarding our financial assurance obligations.

With respect to our mining operations, most of our financial assurance obligations are imposed by state laws that vary significantly by jurisdiction, depending on how each state regulates land use and groundwater quality. Although Section 108(b) of CERCLA has required EPA to identify classes of facilities that must establish evidence of financial responsibility since CERCLA was adopted in 1980, currently, there are no financial assurance requirements for

active mining operations under CERCLA. In response to litigation initiated by several environmental organizations against EPA and a subsequent settlement, EPA proposed financial assurance regulations for the hard rock mining industry in January 2017, which were vigorously opposed by us and others in the mining industry. As proposed, the rules would have imposed financial responsibility obligations on U.S. hard rock mining operations that are unnecessary, duplicative of existing state and other federal requirements, and unreasonable. Our initial calculations suggested that the financial responsibility amounts would be difficult, if not impossible, for us and others to meet with corporate resources, and would be extremely expensive, if not impossible, to finance with third-party financial instruments such as letters of credit, bonds or insurance. In December 2017, EPA withdrew its proposed rules and in February 2018, EPA published its final decision that additional financial assurance regulations for the hard rock mining industry would not be needed given the existing state and federal regulatory programs that became effective in March 2018. In May 2018, environmental organizations filed a petition for review with the U.S. Court of Appeals for the District of Columbia. We and others in the mining industry intervened in the case. If the court remands the rule back to EPA for reconsideration, a re-proposal of rules similar in nature to EPA's 2017 proposed rules would severely harm the international competitiveness of the U.S. hard rock mining industry and would materially and adversely affect our cash flows, results of operations and financial condition.

We are also subject to financial assurance requirements in connection with our remaining oil and gas properties under both state and federal laws, including financial responsibility required under the Oil Pollution Act of 1990 to cover containment and cleanup costs resulting from an oil spill. In 2016, the U.S. Bureau of Ocean Energy Management (BOEM) issued revised requirements for lessees operating in federal waters to secure the cost of plugging, abandoning, decommissioning and/or removing wells, platforms and pipelines at the end of production. The revised requirements eliminate previously provided waivers from requirements to post security. In early 2017, the BOEM announced a delay in the implementation of certain aspects of the rules pending further review and in June 2017, BOEM further extended the start date for implementation indefinitely. This extension currently remains in effect. If implemented, the new requirements could require us to post security in the form of bonds or similar assurances. The cost for bonds or other forms of assurances can be substantial, and there is no assurance that they can be obtained in all cases.

As of December 31, 2018, our financial assurance obligations totaled \$1.2 billion for closure and reclamation/restoration costs of U.S. mining sites, and \$0.5 billion for plugging and abandonment obligations of our remaining oil and gas properties. A substantial portion of our financial assurance obligations are satisfied by FCX and subsidiary guarantees and financial capability demonstrations. Our ability to continue to provide guarantees and financial capability demonstrations depends on state and other regulatory requirements, our financial performance and our financial condition. Other forms of assurance, such as letters of credit and surety bonds, are costly to provide and, depending on our financial condition and market conditions, may be difficult or impossible to obtain. Failure to provide the required financial assurance could result in the closure of the affected properties.

Refer to Notes 1 and 12, for further discussion of our environmental and asset retirement obligations.

Unanticipated litigation or negative developments in pending litigation or with respect to other contingencies could have a material adverse effect on our cash flows, results of operations and financial condition.

We are involved in numerous legal proceedings and subject to other contingencies that have arisen or may arise in the ordinary course of our business or are associated with environmental issues, including those described in Note 12 and in Item 3. "Legal Proceedings" involving matters such as remediation, restoration and reclamation of environmental contamination, claims of personal injury or property damage arising from such contamination or from exposure to substances such as lead, arsenic, asbestos, talc and other allegedly toxic substances, disputes over water rights, and disputes with foreign governments or regulatory authorities over royalties, taxes, rights and obligations under concession or other agreements, or other matters. We are also involved periodically in other reviews, inquiries, investigations and other proceedings initiated by or involving government agencies, some of which may result in adverse judgments, settlements, fines, penalties, injunctions or other relief. In addition, from time to time we are involved in disputes over the allocation of environmental remediation obligations at Superfund and other sites. The outcome of litigation is inherently uncertain and adverse developments or outcomes can result in significant monetary damages, penalties, other sanctions or injunctive relief against us, limitations on our property rights, or regulatory interpretations that increase our operating costs. Management does not believe, based on currently available information, that the outcome of any individual legal proceeding will have a material adverse effect on our financial condition, although individual or cumulative outcomes could be material to our operating

results for a particular period, depending on the nature and magnitude of the outcome and the operating results for the period.

With respect to the asbestos and talc exposure cases described in Note 12, there has been a recent significant increase in the number of cases alleging the presence of asbestos contamination in talc-based personal care products and in cases alleging exposure to talc products that are not alleged to be contaminated with asbestos. In these cases, plaintiffs allege serious health risks and often fatal diseases, including mesothelioma and ovarian cancer, allegedly caused by long-term use of talc-based cosmetic and personal care products. Nationwide trial results in these cases have ranged from outright dismissals to very large jury awards of both compensatory and punitive damages. The primary targets have been the producers of those products, but defendants in many of these cases also include talc miners. Cyprus Amax Minerals Company (CAMC), an indirect wholly owned subsidiary of FCX is one of those targets. One of CAMC's wholly owned subsidiaries, Cyprus Mines Corporation, was involved in talc mining until 1992 when it exited that business. CAMC has contractual indemnification rights, subject to limited reservations, against the ultimate successor to the business, which has acknowledged those indemnification obligations and has taken responsibility for all cases tendered to it to date. However, on February 13, 2019, the indemnitor filed for Chapter 11 bankruptcy protection, and CAMC is in the very early stages of evaluating the potential implications of that filing.

We may be adversely impacted by increased liabilities and costs related to our defined benefit pension plans.

We sponsor two defined benefit pension plans for certain current and former employee in the U.S. and a few pension plans for non-U.S. locations which provide for specified payments after retirement. The major defined benefit pension plans are funded with trust assets invested in a diversified portfolio of securities and other investments. Changes in regulatory requirements or the market value of plan assets, investment returns, interest rates and mortality rates may affect the funded status of our defined benefit pension plans and cause volatility in the net periodic benefit cost, future funding requirements of the plans and the funded status as recorded on the balance sheet. A sustained period of low or insufficient returns could require us to fund our pension plans to a greater extent than anticipated. Refer to Note 9 for further discussion.

International risks

Our international operations are subject to political, economic, social and regional risks of doing business in countries outside the U.S.

We are a U.S.-based mining company with substantial assets located outside of the U.S. We conduct international mining operations in Indonesia, Peru and Chile and exploration activities in various foreign jurisdictions. Accordingly, in addition to the usual risks associated with conducting business in countries outside the U.S., our business may be adversely affected by political, economic, social and regional uncertainties in each of these countries. Risks of conducting business in countries outside the U.S. include:

- Delays in obtaining or renewing, or the inability to obtain, maintain or renew, or the renegotiation, cancellation, revocation or forced modification of existing contracts, leases, licenses, permits or other agreements and/or approvals;
- Expropriation or nationalization of property, protectionism, restrictions on repatriation of earnings or capital, or other currency controls;
- Changes in the host country's laws, regulations and policies, including, but not limited to, those relating to labor, taxation, royalties, duties, tariffs, divestment, imports, exports (including restrictions on the export of copper concentrates, copper and/or gold), trade regulations, currency and environmental matters (including land use and water use), which because of rising "resource nationalism" in countries around the world, may impose increasingly onerous requirements on foreign operations and investment;
- Political instability, bribery, extortion, corruption, civil unrest, acts of war, guerrilla activities, insurrection and terrorism;
- Changes in the aspirations and expectations of local communities in which we operate with respect to our contributions to employee health and safety, infrastructure and community development and other factors that may affect our social license to operate, all of which lead to increased costs;

- Risk of loss associated with trespass, local artisanal or illegal mining, theft and vandalism;
- Changes in U.S. trade, tax, immigration or other policies that may harm relations with foreign countries or result in retaliatory policies, including the U.S.-China trade war that began in 2018 which, if prolonged, could have a significant adverse effect on global trade and the global economy;
- Increases in training and other costs and challenges relating to requirements by governmental entities to employ the nationals of the country in which a particular operation is located;
- Foreign exchange controls, fluctuations in foreign currency exchange rates and inflation; and
- The risk of having to submit to the jurisdiction of an international court or arbitration panel or having to enforce the judgment of an international court or arbitration panel against a sovereign nation within its own territory.

Our insurance does not cover most losses caused by the above described risks. Accordingly, our exploration, development and production activities outside of the U.S. may be substantially affected by many unpredictable factors beyond our control, some of which could have a material adverse effect on our cash flows, results of operations and financial condition.

Our international operations must comply with the U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws of the other jurisdictions in which we operate. There has been a substantial increase in the global enforcement of these laws in recent years. We operate in certain jurisdictions that have experienced governmental and private sector corruption to some degree, and, in certain circumstances, compliance with anti-corruption and anti-bribery laws and heightened expectations of enforcement authorities may be in tension with certain local customs and practices. There can be no assurance that our internal control policies and procedures will always protect us from misinterpretation of or noncompliance with applicable laws and internal policies, recklessness, fraudulent behavior, dishonesty or other inappropriate acts committed by our affiliates, employees, agents or contractors. As such, our corporate policies and processes may not prevent or detect all potential breaches of law or other governance practices. Any violation of those laws could result in significant criminal or civil fines and penalties, litigation, and loss of operating licenses or permits, and may damage our reputation, which could have a material adverse effect on our cash flows, results of operations and financial condition.

We are involved in several significant tax proceedings and other tax disputes with Indonesian and Peruvian tax authorities (refer to Note 12 for further discussion of these matters). Other risks specific to certain countries in which we operate are discussed in more detail below.

Because our mining operation in Indonesia is a significant operating asset, our business may be adversely affected by political, economic and social uncertainties in Indonesia.

Our Indonesia mining operations include the Grasberg minerals district, one of the world's largest copper and gold deposits. These operations are conducted by our subsidiary PT-FI pursuant to a special mining license (IUPK) issued by the Indonesian government on December 21, 2018, which replaced PT-FI's former Contract of Work (COW) entered into in December 1991. Under the terms of the IUPK, PT-FI has been granted an extension of mining rights through 2031, with rights to extend its mining rights through 2041, subject to, among other things, PT-FI completing the construction of a new smelter in Indonesia by December 21, 2023, and fulfilling its defined fiscal obligations to the Indonesian government. Refer to Note 13 for a summary of the IUPK's key fiscal terms.

PT-FI has applied for a one-year extension of its export license, which currently expires on February 16, 2019. Export licenses are valid for one year periods, subject to review and approval by the Indonesian government every six months, depending on smelter construction progress.

Maintaining a good working relationship with the Indonesian government is important because of the significance of our Indonesia operations to our business, and because our mining operations there are among Indonesia's most significant business enterprises. The Grasberg minerals district has been designated by the Indonesian government as one of Indonesia's vital national assets. Partially because of its significance to Indonesia's economy, the environmentally sensitive area where it is located, and the number of people employed, our Indonesia operations have been the subject of political debates and of criticism in the Indonesian press, and have been the target of

protests and occasional violence. Improper management of our working relationship with the Indonesian government could lead to a disruption of operations and/or impact our reputation in Indonesia and in the region where we operation, which could adversely affect our business. In addition, PT Indonesia Asahan Aluminium (Persero) (PT Inalum), a shareholder in PT-FI, is an Indonesian state-owned enterprise. Disputes between us and PT Inalum may result in litigation or arbitration, which could increase our expenses and distract our officers and directors from focusing their time and effort on our business.

The Indonesian mining industry is subject to extensive regulation within Indonesia, and there have been major developments in laws and regulations applicable to mining concession holders, some of which have conflicted with PT-FI's contractual rights in the past. In particular, the enactment of Law No. 4 of 2009 on Coal and Mineral Mining on January 12, 2009 (the Mining Law) replaced the previous regulatory framework which allowed concession holders, including PT-FI, to conduct mining activities in Indonesia under a contract of work system. The Mining Law, which sets out the regulatory framework for the mining industry in Indonesia, only contains substantive principles and leaves many specific issues to be addressed in implementing regulations, some of which have conflicted with PT-FI's contractual rights in the past, including, but not limited to, regulations that imposed a progressive export duty on copper concentrate, restricted exports of copper concentrate and anode slimes, increased royalty rates, and required payment of a smelter assurance bond to support a commitment to construct a new smelter in Indonesia (refer to Note 13 for further discussion of the smelter assurance bond). In January 2017, PT-FI suspended exports through April 2017 in response to these Mining Law regulations.

The Mining Law stipulated that previously granted mining rights (through a contract of work) would continue to be valid until expiry, subject to certain adjustments. PT-FI's former COW was concluded pursuant to the 1967 Foreign Capital Investment Law, which provided basic guarantees of remittance rights and protection against nationalization, a framework for economic incentives and basic rules regarding other rights and obligations of foreign investors. The initial term of PT-FI's former COW was scheduled to expire in 2021 and explicitly provided that it could be extended for two 10-year periods subject to Indonesian government approval, which could not be withheld or delayed unreasonably. Prior to the issuance of the IUPK to PT-FI in December 2018, PT-FI had been engaged in discussions with the Indonesian government since 2012 regarding various provisions of its former COW, including extending its term. Notwithstanding provisions in PT-FI's former COW prohibiting it from doing so, the Indonesian government sought to modify PT-FI's former COW to address provisions contained in the Mining Law and implementing regulations adopted thereunder, some of which were not required under or conflicted with PT-FI's former COW, including, but not limited to (i) restrictions on PT-FI's basic right to export mining products; (ii) imposition of additional export duties; (iii) imposition of excess surface water taxes (refer to Note 12); (iv) imposition of new requirement to build additional smelter capacity in Indonesia; (v) unreasonable withholding and delay in granting approval of two successive ten-year extensions of the term of the former COW; and (vi) imposition of new divestment requirements.

We cannot assure you that future regulatory changes affecting the mining industry in Indonesia will not be introduced or unexpectedly repealed, or that new interpretations of existing laws and regulations will not be issued, which could adversely affect our business, financial condition and results of operations.

In 2019, Indonesia will hold national legislative elections. The presidential election will be held in April 2019, with a run-off in August 2019, if required. Political considerations leading up to these elections could affect the country's policies pertaining to foreign investment, which could adversely affect our Indonesia mining operations.

We will not mine all of PT-FI's ore reserves in the Grasberg minerals district before the initial term of PT-FI's IUPK expires in 2031 and the IUPK may not be extended through 2041 if PT-FI fails to abide by the terms and conditions of the IUPK and applicable laws and regulations.

As discussed in the above risk factor, " *Because our mining operation in Indonesia is a significant operating asset, our business may be adversely affected by political, economic and social uncertainties in Indonesia* ", on December 21, 2018, PT-FI was granted a new IUPK to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has been granted mining rights through 2031, with rights to extend its mining rights through 2041, subject to, among other things, PT-FI completing the construction of a new smelter in Indonesia by December 21, 2023, and fulfilling its defined fiscal obligations to the Indonesian government. Refer to Note 13 for a summary of the IUPK's key fiscal terms.

The IUPK also requires PT-FI to pay duties on concentrate exports of 5 percent, declining to 2.5 percent when smelter development progress exceeds 30 percent, and eliminated when smelter development progress exceeds 50 percent. Smelter development progress will be determined by an independent verifier appointed by the Ministry of Energy and Mineral Resources (MEMR) and subject to approval by the MEMR. PT-FI is initiating front-end engineering and design and intends to pursue financing, commercial and potential partner arrangements for this project, which has a preliminary estimated capital cost in the \$3 billion range. The economics of the new smelter will be borne by PT-FI's shareholders according to their respective long-term share ownership percentages. PT-FI's ability to raise and service significant new sources of capital will be a function of macroeconomic conditions, future market prices as well as PT-FI's operational performance, cash flow and debt position, among other factors. Financing may not be available when needed or, if available, the terms of such financing may not be favorable to PT-FI.

Our proven and probable ore reserves in Indonesia reflect estimates of minerals that can be recovered through the end of 2041, and PT-FI's current long-term mine plan and planned operations are based on the assumption that PT-FI will abide by the terms and conditions of the IUPK and will be granted the 10-year extension from 2031 through 2041. As a result, we will not mine all of these ore reserves during the initial term of the IUPK. Prior to the end of 2031, we expect to mine 53 percent of aggregate proven and probable recoverable ore at December 31, 2018, representing 57 percent of our net equity share of recoverable copper reserves and 64 percent of our net equity share of recoverable gold reserves.

If PT-FI does not complete the construction of a new smelter in Indonesia by December 21, 2023, or fulfill its defined fiscal obligations to the Indonesian government as set forth in the IUPK, the IUPK will likely not be extended from 2031 to 2041, and we would be unable to mine all of PT-FI's ore reserves in the Grasberg minerals district, which would adversely affect our business, results of operations and financial position.

Operational risks

Our mining operations are subject to operational risks that could adversely affect our business and our underground mining operations can be particularly dangerous.

Our mines are very large in scale and, by their nature are subject to significant operational risks, some of which are outside of our control, and many of which are not covered fully, or in some cases even partially, by insurance. These operational risks, which could materially and adversely affect our business, operating results and cash flow, include earthquakes, rainstorms, floods, and other natural disasters; equipment failures; accidents; wall failures and rock slides in our open-pit mines, and structural collapses of our underground mines or tailings impoundments; and lower than expected ore grades or recovery rates.

Since late January 2019, our El Abra operation in Chile has experienced heavy rainfall and electrical storms, resulting in a suspension of operations since February 4, 2019. We have been unable to assess damages because of poor road conditions and inaccessible areas and we do not currently know when normal operations will resume. We estimate the impact on 2019 production will approximate 8 million pounds of copper through mid-February 2019, and additional impacts of approximately 600 thousand pounds of copper per day are expected until normal operations resume.

Underground mining operations can be particularly dangerous, and in May 2013, a tragic accident, which resulted in 28 fatalities and 10 injuries, occurred at PT-FI when the rock structure above the ceiling of an underground training facility collapsed. PT-FI temporarily suspended mining and processing activities at the Grasberg complex to conduct inspections and resumed open-pit mining and concentrating activities in June 2013, and underground operations in July 2013. No assurance can be given that similar events will not occur in the future.

In addition to the usual risks encountered in the mining industry, our Indonesia mining operations involve additional risks given that such operations are located in steep mountainous terrain in a remote area of Indonesia. These conditions have required us to overcome special engineering difficulties and develop extensive infrastructure facilities. The area also receives considerable rainfall, which has led to periodic floods and mudslides. Further, the mine site is also in an active seismic area and has experienced earth tremors from time to time. Our insurance may not sufficiently cover an unexpected natural or operating disaster.

The waste rock (including overburden) and tailings produced in our mining operations represent our largest volume of waste material. Managing the volume of waste rock and tailings presents significant environmental, safety and

engineering challenges and risks primarily relating to structural stability, geochemistry, water quality and dust generation. Management of this waste is regulated in the jurisdictions where we operate and our programs are designed to be in compliance with applicable national, state and local laws, permits and approved environmental impact studies. We maintain large leach pads and tailings impoundments containing viscous material, which are effectively large dams that must be engineered, constructed and monitored to ensure structural stability and avoid leakages or structural collapse. Our tailings impoundments in arid areas must have effective programs to suppress fugitive dust emissions, and we must effectively monitor and treat acid rock drainage at all of our operations. In Indonesia, we use a river transport system for tailings management, which presents other risks, as discussed below.

We currently operate 19 tailings storage facilities and manage 55 that are inactive or have been reclaimed (approximately two-thirds of these have been reclaimed). The failure of tailings and other impoundments at any of our mining operations could cause severe, and in some cases catastrophic, property and environmental damage and loss of life, and we apply significant financial resources and both internal and external technical resources to the safe management of all those facilities. The importance of careful design, management and monitoring of large impoundments has been emphasized in recent years, including as recently as January 2019, by large scale tailings dam failures at unaffiliated mines, which resulted in numerous fatalities and caused extensive property and environmental damage. Our tailings management and stewardship program, which involves qualified external Engineers of Record and periodic oversight by independent External Tailings Review Boards at numerous operations, complies with the tailings governance framework on preventing catastrophic failure of tailings storage facilities adopted in December 2016 by the International Council on Mining and Metals (ICMM) and required to be implemented by ICMM members. We continue to enhance our existing practices and work with ICMM members on additional initiatives to strengthen critical controls for the design, operation and closure of tailings storage facilities in an effort to reduce the risk of severe or catastrophic failure of tailings storage facilities but no assurance can be given that these events will not occur in the future.

Labor unrest, violence, activism and civil and religious strife could disrupt our operations and may adversely affect our business, financial condition, results of operations and prospects.

As of December 31, 2018, approximately 37 percent of our global labor force was covered by collective bargaining agreements and approximately 21 percent of our global labor force was covered by agreements that have expired and are currently being negotiated or will expire during 2019.

Labor agreements are negotiated on a periodic basis, and may not be renewed on reasonably satisfactory terms to us or at all. If we do not successfully negotiate new collective bargaining agreements with our union workers, we may incur prolonged strikes and other work stoppages at our mining operations, which could adversely affect our financial condition and results of operations. Additionally, if we enter into a new labor agreement with any union that significantly increases our labor costs relative to our competitors, our ability to compete may be materially and adversely affected. Refer to Items 1. and 2., "Business and Properties," for additional information regarding labor matters, and expiration dates of such agreements.

We could also experience labor disruptions such as work stoppages, work slowdowns, union organizing campaigns, strikes, or lockouts that could adversely affect our operations. For example, during third-quarter 2016, PT-FI experienced labor productivity issues and a 10-day work stoppage that began in late September 2016. These labor productivity issues continued during fourth-quarter 2016 and the first half of 2017. Beginning in mid-April 2017, PT-FI experienced a high level of worker absenteeism, which unfavorably impacted mining and milling rates. A significant number of employees and contractors elected to participate in an illegal strike action beginning in May 2017, and were subsequently deemed to have voluntarily resigned under existing Indonesian laws and regulations resulting in increased costs associated with employee severance. We cannot predict whether additional labor disruptions will occur. Significant reductions in productivity or protracted work stoppages at one or more of our operations could significantly reduce our production and sales volumes or disrupt operations, which could adversely affect our cash flow, results of operations and financial condition.

Indonesia has long faced separatist movements and civil and religious strife in a number of provinces. Several separatist groups have sought increased political independence for the province of Papua, where our Grasberg minerals district is located. In Papua, there have been sporadic attacks on civilians by separatists and sporadic but highly publicized conflicts between separatists and the Indonesian military and police. In addition, illegal miners have periodically clashed with police who have attempted for years to move them away from our facilities. Social,

economic and political instability in Papua could materially and adversely affect us if it results in damage to our property or interruption of our Indonesia operations.

In 2009, a series of shooting incidents occurred within the PT-FI project area, including along the road leading to our mining and milling operations. The shooting incidents continued on a sporadic basis through January 2015. During this time, there were 20 fatalities and more than 50 injuries to our employees, contractor employees, government security personnel and civilians. The next shooting incident occurred in August 2017, and a series of shooting incidents continued on a sporadic basis within the PT-FI project area and in nearby areas through August 2018, resulting in two fatalities and 25 injuries. In December 2018, a mass shooting incident targeting a highway construction crew occurred in a remote mountain area approximately 100 miles east of the PT-FI project area, resulting in at least 19 fatalities and several reported as missing. PT-FI continues to monitor the situation in the region.

The safety of our workforce is a critical concern, and PT-FI continues to work with the Indonesian government to address security issues within the PT-FI project area and in nearby areas. We continue to limit the use of the road leading to our mining and milling operations to secured convoys, including transport of personnel by armored vehicles in designated areas.

We cannot predict whether additional incidents will occur that could disrupt or suspend our operations. If other disruptive incidents occur, they could adversely affect our results of operations and financial condition in ways that we cannot predict at this time.

Our mining operations depend on the availability of significant quantities of secure water supplies.

Our mining operations require physical availability and secure legal rights to significant quantities of water for mining and ore processing activities, and related support facilities. Most of our North America and South America mining operations are in areas where competition for water supplies is significant. Continuous production at our mines is dependent on many factors, including our ability to maintain our water rights and claims, and the continuing physical availability of the water supplies.

As discussed in Item 3 “Legal Proceedings”, in Arizona, where our operations use both surface and groundwater, we are a participant in an active general stream adjudication in which Arizona courts have been attempting, for over 40 years, to quantify and prioritize surface water claims for the Gila River, one of the state’s largest river systems. This stream adjudication primarily affects our Morenci, Safford and Sierrita mines. The adjudication is addressing the state law claims of thousands of competing users, including us, as well as significant federal water claims that are potentially adverse to the state law claims of both surface water and groundwater users. Groundwater is treated differently from surface water under Arizona law, which historically allowed landowners to pump subsurface water, subject only to the requirement of putting it to “reasonable use.” However, court decisions in the adjudication have concluded that some underground water constitutes “subflow” that is to be treated legally as surface water and is therefore subject to the Arizona doctrine of prior appropriation and subject to the adjudication and potentially unavailable to groundwater pumpers in the absence of valid surface water claims. Any re-characterization of groundwater as surface water could affect the ability of consumers, farmers, ranchers, municipalities, and industrial users like us to continue to access water supplies that have been relied on for decades. Because we are a user of both groundwater and surface water in Arizona, we are an active participant in the adjudication proceedings. Given the legal and technical complexity of these adjudications, their long history, and their long-term legal, economic and political implications, it is difficult to predict the timing or the outcome of these proceedings. If we are not able to satisfactorily resolve the issues being addressed in the adjudications, our ability to pump groundwater could be diminished or curtailed, and our operations at Morenci, Safford and Sierrita could be adversely affected unless we are able to acquire alternative resources.

Water for our Cerro Verde operation in Peru comes from renewable sources through a series of storage reservoirs on the Rio Chili watershed that collects water primarily from seasonal precipitation. As a result of occasional drought conditions, temporary supply shortages are possible that could affect our Cerro Verde operations.

Water for our El Abra mining operation in Chile comes from the continued pumping of groundwater from the Salar de Ascotán aquifer. In 2010, El Abra obtained regulatory approval for the continued pumping of groundwater from the Salar de Ascotán aquifer for its sulfide processing plant, which began operations in 2011. The agreement to pump from this aquifer is subject to continued monitoring of the aquifer level to ensure that environmentally

sensitive areas are not impacted by our pumping. If impact occurs, we would have to reduce pumping to restore water levels, which could have an adverse effect on production from El Abra.

Although we typically have sufficient water for our Indonesian operations (the area receives considerable rainfall that has led to periodic floods and mudslides), lower rainfall could affect our water supply availability from time to time.

Although each of our mining operations currently has access to sufficient water supplies to support current operational demands, as discussed above some supplies are subject to adjudication proceedings, the outcome of which we cannot predict, and the availability of additional supplies that may be required for potential future expansions is uncertain. While we are taking actions to acquire additional back-up water supplies, such supplies may not be available at acceptable cost, or at all, so that the loss of a water right or currently available water supply could force us to curtail operations or force premature closures, thereby increasing and/or accelerating costs or foregoing profitable operations.

Development projects are inherently risky and may require more capital than anticipated, which could adversely affect our business. The development of our underground mines and operations are also subject to other unique risks.

Mine development projects typically require a number of years and significant expenditures during the development phase before production is possible. Currently, our major mining projects include underground development activities in the Grasberg minerals district, which currently constitutes approximately 30 percent of our estimated consolidated recoverable proven and probable copper reserves, and development of the Lone Star oxide project in Arizona. There are many risks and uncertainties inherent in all development projects including, but not limited to, unexpected or difficult geological formations or conditions, potential delays, cost overruns, lower levels of production during ramp-up periods, shortages of material or labor, construction defects, breakdowns and injuries to persons and property. The development of our underground mines and operations are also subject to other unique risks including, but not limited to, underground fires or floods, ventilating harmful gases, fall-of-ground accidents, and seismic activity resulting from unexpected or difficult geological formations or conditions. While we anticipate taking all measures that we deem reasonable and prudent in connection with the development of our underground mines to safely manage production, there is no assurance that these risks will not cause schedule delays, revised mine plans, injuries to persons and property, or increased capital costs, any of which may have a material adverse impact on our cash flows, results of operations and financial condition. Additionally, although we devote significant time and resources to our project planning, approval and review processes, many of our development projects are highly complex and rely on factors that are outside of our control, which may cause us to underestimate the time and capital required to complete a development project.

For example, in September 2015, we initiated pre-commercial production at the Deep Mill Level Zone (DMLZ) underground mine in the Grasberg minerals district. During second-quarter 2018, PT-FI revised its mine plans to incorporate a slower ramp-up of the DMLZ underground mine following the continuing occurrence of mining induced seismic activity experienced in 2017 and 2018. PT-FI commenced hydraulic fracturing activities during third-quarter 2018 to manage rock stresses and pre-condition the DMLZ underground mine for large-scale production. Although results to date have been effective in managing rock stresses, we cannot predict whether additional occurrences of seismic activity or other unexpected geological activity will occur that could cause schedule delays or additional revisions to PT-FI's mine plans, which could adversely affect our cash flows, results of operations and financial condition. PT-FI currently expects the DMLZ to reach full production rates of 80,000 metric tons per day in 2022; however, estimates of timing of future production continue to be reviewed and may be modified as additional information becomes available.

Our decision to develop a project is typically based on the results of feasibility studies, which estimate the anticipated economic returns of a project. In addition, the economic feasibility of development projects is based on many factors, including the accuracy of estimated reserves, estimated capital and operating costs, and estimated future prices of the relevant commodity. Consolidated capital expenditures are expected to approximate \$2.4 billion for the year 2019, including \$1.5 billion for major mining projects primarily associated with underground development activities in the Grasberg minerals district and development of the Lone Star oxide project.

New development projects have no operating history upon which to base estimates of future cash flow. The actual costs, production rates and economic returns of our development projects may differ materially from our estimates, which may have a material adverse impact on our cash flows, results of operations and financial condition.

We must continually replace reserves depleted by production but exploration is highly speculative and our exploration activities may not result in additional discoveries.

Our existing mineral reserves will be depleted over time by production from our operations. Because our profits are primarily derived from our mining operations, our ability to replenish our mineral reserves is essential to our long-term success. Depleted reserves can be replaced in several ways, including expanding known ore bodies, by locating new deposits or acquiring interests in reserves from third parties. Exploration is highly speculative in nature, involves many risks and uncertainties, requires substantial capital expenditures, and is frequently unsuccessful in discovering significant mineralization. Accordingly, our current or future exploration programs may not result in the discovery of additional deposits that can be produced profitably. Even if significant mineralization is discovered, it will likely take many years from the initial phases of exploration until commencement of production, during which time the economic feasibility of production may change. We may not be able to discover, enhance, develop or acquire reserves in sufficient quantities to maintain or grow our current reserve levels, which could negatively affect our cash flow, results of operations and financial condition.

Estimates of proven and probable reserves and mineralized material are uncertain and the volume and grade of ore actually recovered may vary from our estimates.

Estimates of recoverable proven and probable reserves have been calculated in accordance with Industry Guide 7 as required by the Securities Exchange Act of 1934. There are numerous uncertainties inherent in estimating mineral reserves. Such estimates are, to a large extent, based on the average prices for the commodities we produce, primarily copper, gold and molybdenum, and interpretations of geologic data obtained from drill holes and other exploration techniques, which data may not necessarily be indicative of future results. Our mineral reserve estimates are based on the latest available geological and geotechnical studies. We conduct ongoing studies of our ore bodies to optimize economic values and to manage risk. We revise our mine plans and estimates of recoverable proven and probable mineral reserves as required in accordance with the latest available studies. Geological assumptions about our mineralization that are valid at the time of estimation may change significantly when new information becomes available.

Estimates of proven and probable reserves that will be recovered, or the cost at which we anticipate reserves will be recovered, are based on uncertain assumptions. The uncertain global financial outlook may affect economic assumptions related to reserve recovery and may require reserve revisions. Changes to reserve estimates could affect our asset carrying values and may also negatively impact our future financial condition and results.

In addition, if the market prices for the commodities we produce decline from recent levels, if production costs increase or recovery rates decrease, or if applicable laws and regulations are adversely changed, we can offer no assurance that the indicated level of recovery will be realized or that mineral reserves can be mined or processed profitably. If we determine that certain of our estimated proven and probable reserves have become uneconomic, this may ultimately lead to a reduction in our aggregate reported reserves which could have a material adverse effect on our business, financial condition and results of operations.

Additionally, the term "mineralized material" does not indicate proven and probable reserves as defined by the U.S. Securities and Exchange Commission. Mineralized material is a mineralized body that has been delineated by appropriately spaced drilling and/or underground sampling to support the reported tonnage and average metal grades. Such a deposit cannot qualify as recoverable proven and probable reserves until legal and economic feasibility are confirmed based upon a comprehensive evaluation of development costs, unit costs, grades, recoveries and other material factors and are, therefore, subject to considerable uncertainty. Accordingly, no assurance can be given that the estimated mineralized material not included in reserves will become proven and probable reserves.

Our operations are subject to extensive laws and regulations, some of which require permits and other approvals. These regulations increase our costs and in some circumstances may delay or suspend our operations.

Our operations are subject to extensive and complex laws and regulations that are subject to change and to changing interpretation by governmental agencies and other bodies vested with broad supervisory authority. As a mining company, compliance with environmental legal requirements is an integral and costly part of our business. For additional information, see "Environmental risks" below. We are also subject to extensive regulation of worker health and safety, including the requirements of the U.S. Occupational Safety and Health Act and similar laws of

other jurisdictions. In the U.S., the operation of our mines is subject to regulation by the U.S. Mine Safety and Health Administration (MSHA) under the Federal Mine Safety and Health Act of 1977 (Mine Act). MSHA inspects our mines on a regular basis and issues citations and orders when it believes a violation has occurred under the Mine Act. Additionally in the U.S. various state agencies have concurrent jurisdiction arising under state law that regulate worker health and safety in both our industrial facilities and mines. If regulatory inspections result in an alleged violation, we may be subject to fines and penalties and, in instances of alleged significant violations, our mining operations or industrial facilities could be subject to temporary or extended closures. Refer to Exhibit 95 to this annual report on Form 10-K for additional information regarding certain orders and citations issued by MSHA for our operations during the year ended December 31, 2018.

Many other governmental bodies regulate other aspects of our operations, and our failure to comply with these legal requirements can result in substantial penalties. In addition, new laws and regulations or changes to existing laws and regulations and new interpretations of existing laws and regulations by courts or regulatory authorities occur regularly, but are difficult to predict. Any such variations could have a material adverse effect on our cash flow, results of operations and financial condition.

Our business is dependent upon information technology systems, which may be adversely affected by disruptions, damage, failure and risks associated with implementation and integration.

Our strategy of operating large, long-lived, geographically diverse assets has been increasingly dependent on our ability to become fully integrated and highly automated. Many of our business and operational processes are heavily dependent on traditional and emerging technology systems to conduct day-to-day operations, improve safety and efficiency, and lower costs. As our dependence on information systems, including those of our third party service providers and vendors, grows, we become more vulnerable to an increasing threat of continually evolving cybersecurity risks.

Cybersecurity incidents are increasing in frequency and magnitude. These incidents may include, but are not limited to, installation of malicious software, phishing, credential attacks, unauthorized access to data and other advanced and sophisticated cybersecurity breaches and threats, including threats that increasingly target critical operational technologies and process control networks. If any of these threats materialize, we could be subject to manipulation or improper use of our systems and networks, production downtimes, communication interruption or other disruptions and delays to our operations or to the transportation of products or infrastructure utilized by our operations, unauthorized release of proprietary, commercially sensitive, confidential or otherwise protected information, the corruption of data, significant health and safety consequences, environmental damage, loss of intellectual property, fines and litigation, damage to our reputation or financial losses from remedial actions, any of which could have a material adverse effect on our cash flow, results of operations and financial condition. We have experienced targeted and non-targeted cybersecurity incidents in the past and may experience them in the future. While these cybersecurity incidents did not result in any material loss to us or interrupt our day-to-day operations, there can be no assurance that we will not experience any such losses in the future.

We believe we have implemented appropriate measures to mitigate potential risks. However, given the unpredictability of the timing and the evolving nature and scope of information technology disruptions, the various procedures and controls we use to monitor and protect against these threats and to mitigate our potential risks to such threats may not be sufficient in preventing cybersecurity incidents from materializing. Further, as cybersecurity threats continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate vulnerabilities to cybersecurity threats.

We could also be adversely affected by system or network disruptions if new or upgraded information technology systems are defective, not installed properly or not properly integrated into our operations. Various measures have been implemented to manage our risks related to the system implementation and modification, but system modification failures could have a material adverse effect on our business, financial position and results of operations and could, if not successfully implemented, adversely impact the effectiveness of our internal controls over financial reporting.

Environmental risks

Our operations are subject to complex, evolving and increasingly stringent environmental laws and regulations. Compliance with environmental regulatory requirements involves significant costs and may constrain existing operations or expansion opportunities.

Our operations, both in the U.S. and internationally, are subject to extensive environmental laws and regulations governing the generation, storage, treatment, transportation and disposal of hazardous substances; solid waste disposal; air emissions; wastewater discharges; remediation, restoration and reclamation of environmental contamination, including mine closures and reclamation; well plug and abandonment requirements; protection of endangered and protected species and designation of critical habitats; and other related matters. In addition, we must obtain regulatory permits and approvals to start, continue and expand operations.

Our Miami, Arizona, smelter processes approximately half of the aggregate copper concentrate produced by our North America copper mines. EPA regulations required us to invest approximately \$230 million in new pollution control equipment to reduce sulfur dioxide (SO₂) to meet both regional haze requirements and to allow the Arizona Department of Environmental Quality (ADEQ) to demonstrate compliance with EPA's SO₂ ambient air quality standards. The new SO₂ pollution control equipment was operational as of the January 1, 2018, deadline imposed by EPA and the Miami smelter has been in compliance with both the regional haze requirements and the ADEQ rules. ADEQ also has two SO₂ monitors in the Miami area that continually read ambient SO₂ levels, and during 2018, there were several instances in which ADEQ's monitors read SO₂ levels that exceeded the specified level. We are engaged in discussions with ADEQ and conducting an ongoing investigation of the cause of the ambient levels. We cannot guarantee that we will not be required to modify our system or install additional equipment to address findings or reflect new requirements or for other reasons, which could result in significant costs, including increased capital expenditures and operating costs, and could adversely impact our business.

Laws such as CERCLA and similar state laws may expose us to joint and several liability for environmental damages caused by our operations, or by previous owners or operators of properties we acquired or are currently operating or at sites where we sent materials for processing, recycling or disposal. As discussed in more detail in the next risk factor, we have substantial obligations for environmental remediation on mining properties previously owned or operated by Freeport Minerals Corporation (FMC) and certain of its affiliates. Noncompliance with these laws and regulations could result in material penalties or other liabilities. In addition, compliance with these laws may from time to time result in delays in or changes to our development or expansion plans. Compliance with these laws and regulations imposes substantial costs, which we expect will continue to increase over time because of increased regulatory oversight, adoption of increasingly stringent environmental standards, as well as other factors.

New or revised environmental regulatory requirements are frequently proposed, many of which result in substantially increased costs for our business, including those regarding financial assurance in the financial risk factor above.

In 2015, EPA adopted rules that added remote "tributaries" into the regulatory definition of "waters of the United States" that are protected by the Clean Water Act, thereby imposing significant additional restrictions on land uses in remote areas with only tenuous connections to active waterways. These rules were challenged by multiple states and industry parties and litigation is ongoing. EPA has moved forward to rescind these rules and reconsider the definition of "waters of the United States" to clarify the scope of waters federally regulated under the Clean Water Act. A pre-publication version of a proposed revised definition of "waters of the United States" was issued by EPA and the U.S. Army Corps of Engineers in December 2018. If adopted in final form as proposed, federal permitting requirements under the Clean Water Act could be less stringent which would limit or eliminate our need to obtain federal permits for future expansions at our operations in Arizona and New Mexico. However, there can be no assurance that the proposed revised definition will be adopted as proposed or that it will not be challenged by environmental groups.

Regulations have been considered at various governmental levels to increase federal financial responsibility requirements both for mine closure and reclamation and for oil and gas decommissioning. In January 2019, legislative bills were introduced in both Colorado and New Mexico that would eliminate self-bonding and parent company guarantees for financial assurance for mine closure and reclamation activities. We are working to retain flexibility in financial assurance forms at our operations, but if enacted as proposed, we would be precluded from using parent company guarantees for any financial assurance obligations associated with our Colorado and New Mexico operations, which would result in increased costs. The legislative bill introduced in Colorado would also

require proof of an end date for water treatment as a condition of permit issuance authorizing mining operations. Also in January 2019, legislation was proposed in New Mexico that would require water quality standards to be applied at the point of discharge to groundwater. Adoption of these or similar new environmental regulations or more stringent application of existing regulations may materially increase our costs, threaten certain operating activities and constrain our expansion opportunities.

Our mining operations are subject to regulations under the Endangered Species Act (ESA) that are intended to protect species listed by the Department of Interior's Fish & Wildlife Service (FWS) as endangered or threatened, along with critical habitat designated by FWS for these listed species. The regulations limit the ability of landowners, including us, to obtain federal permits or authorizations needed for expansion of our operations, and may also affect our ability to obtain, retain or deliver water to some operations. These regulations were revised in 2016 to expand the ability of FWS to designate critical habitat in areas that are not occupied by a listed species. As part of its plan to modernize the implementation of the ESA, the FWS issued proposed rules in July 2018 that, if finalized, could mitigate, but not eliminate, potential regulatory constraints on mining operations under the ESA, and change some aspects of the revised regulations adopted in 2016. FWS is also evaluating whether certain species should still be listed under the ESA, and reconsidering critical habitat that was proposed but never finalized. Environmental groups have aggressively challenged FWS's regulatory reforms. No assurances can be made that restrictions relating to conservation will not have an adverse impact on expansion of our operations or not result in delays in project development, constraints on exploration and constraints on operations in impacted areas.

We incurred environmental capital expenditures and other environmental costs (including our joint venture partners' shares) to comply with applicable environmental laws and regulations that affect our operations totaling \$0.4 billion in 2018, \$0.5 billion in 2017 and \$0.4 billion in 2016. For 2019, we expect to incur approximately \$0.5 billion of aggregate environmental capital expenditures and other environmental costs. The timing and amounts of estimated payments could change as a result of changes in regulatory requirements, changes in scope and costs of reclamation and plug and abandonment activities, the settlement of environmental matters and the rate at which actual spending occurs on continuing matters.

We incur significant costs for remediating environmental conditions on properties that have not been operated in many years.

FMC and its subsidiaries, and many of their affiliates and predecessor companies, have been involved in exploration, mining, milling, smelting and manufacturing in the U.S. for more than a century. Activities that occurred in the late 19th century and the 20th century prior to the advent of modern environmental laws were not subject to environmental regulation and were conducted before American industrial companies fully understood the long-term effects of their operations on the surrounding environment.

With the passage of CERCLA in 1980, companies like FMC became legally responsible for remediating hazardous substances released into the environment from properties owned or operated by them as well as properties where they arranged for disposal of such substances, irrespective of when the release to the environment occurred or who caused it. That liability is often asserted on a joint and several basis with other prior and subsequent owners, operators and arrangers, meaning that each owner or operator of the property is, and each arranger may be, held fully responsible for the remediation, although in many cases some or all of the other responsible parties no longer exist, do not have the financial ability to respond or cannot be found. As a result, because of our acquisition of FMC in 2007, many of the subsidiary companies we now own are potentially responsible for a wide variety of environmental remediation projects throughout the U.S., and we expect to spend substantial sums annually for many years to address those remediation issues. We are also subject to claims where the release of hazardous substances is alleged to have damaged natural resources. At December 31, 2018, we had more than 100 active remediation projects in 26 U.S. states. In addition, FMC and certain affiliates and predecessor companies were parties to agreements relating to the transfer of businesses or properties that contained indemnification provisions relating to environmental matters, and from time to time these provisions become the source of claims against us.

At December 31, 2018, we had \$1.5 billion recorded in our consolidated balance sheet for environmental obligations attributable to CERCLA or analogous state programs and for estimated future costs associated with environmental matters at closed facilities or closed portions of operating facilities.

Our environmental obligation estimates are primarily based upon:

- Our knowledge and beliefs about complex scientific and historical facts and circumstances that in many cases occurred many decades ago;
- Our beliefs and assumptions regarding the nature, extent and duration of remediation activities that we will be required to undertake and the estimated costs of those remediation activities, which are subject to varying interpretations; and
- Our beliefs regarding the requirements that are imposed on us by existing laws and regulations and, in some cases, the clarification of uncertain regulatory requirements that could materially affect our environmental obligation estimates.

Significant adjustments to these estimates are likely to occur in the future as additional information becomes available. The actual environmental costs may exceed our current and future accruals for these costs, and any such changes could be material.

In addition, remediation standards imposed by EPA and state environmental agencies have generally become more stringent over time and may become even more stringent in the future. Imposition of more stringent remediation standards, particularly for arsenic and lead in soils, poses a risk that additional remediation work could be required at our active remediation sites and at sites that we have already remediated to the satisfaction of the responsible governmental agencies, and may increase the risk of toxic tort litigation.

EPA is considering how to reduce lead exposure in the environment under multiple environmental programs. Certain federal and state health agencies also support lower lead cleanup levels. The timing for these EPA activities is unclear, but any reduction in lead cleanup levels could result in material increases to our environmental reserves for ongoing residential property cleanup projects near former smelter sites.

Refer to Note 12 for further discussion of our environmental obligations.

Our Indonesia mining operations create difficult and costly environmental challenges, and future changes in environmental laws, or unanticipated environmental impacts from those operations, could require us to incur increased costs.

Mining operations on the scale of our Indonesia operations involve significant environmental risks and challenges. Our primary challenge is to dispose of the large amount of crushed and ground rock material, called tailings, that results from the process by which we physically separate the copper-, gold- and silver-bearing materials from the ore that we mine. Our tailings management plan, which has been approved by the Indonesian government, uses the unnavigable river system in the highlands near our mine to transport the tailings to an engineered area in the lowlands where the tailings and natural sediments are managed in a deposition area. Lateral levees have been constructed to help contain the footprint of the tailings and to limit their impact in the lowlands.

Another major environmental challenge is managing overburden, which is the rock that must be moved aside in the mining process to reach the ore. In the presence of air, water and naturally occurring bacteria, some overburden can generate acid rock drainage, or acidic water containing dissolved metals that, if not properly managed, can adversely affect the environment. In addition, certain overburden stockpiles are subject to erosion caused by the large amounts of rainfall, with the eroded stockpile material eventually being deposited in the lowlands tailings management area; this additional material influences the deposition of finer sediment material in the estuary, as well as presents the potential for increased environmental impacts. The Grasberg overburden stockpiles have experienced significant erosion, exacerbated by unanticipated work stoppages that adversely affected our ability to manage certain overburden stockpiles. The current tailings deposition management plan as well as environmental monitoring programs take into account the presence of this overburden in the lowlands tailings management area.

In the past, certain Indonesian government officials have raised questions with respect to our tailings and overburden management plans, including a suggestion that we implement a pipeline system rather than the river transport system for tailings management and disposition. Because our Indonesia mining operations are remotely located in steep mountainous terrain and in an active seismic area, a pipeline system would be costly, difficult to construct and maintain, and more prone to catastrophic failure, and could therefore involve significant potentially

adverse environmental issues. Based on our own studies and others conducted by third parties we do not believe that a pipeline system is necessary or practical.

In October 2017, Indonesia's Ministry of Environment and Forestry (the MOEF) notified PT-FI of administrative sanctions related to certain activities that it indicated are not reflected in PT-FI's environmental permit. The MOEF also notified PT-FI that certain operational activities were inconsistent with factors set forth in PT-FI's environmental permitting studies and that additional monitoring and improvements need to be undertaken related to air quality, water drainage, treatment and handling of certain wastes, and tailings management. In April 2018, the MOEF issued decrees imposing unattainable environmental standards related to PT-FI's controlled riverine tailings management system. The decrees included a six-month transition period and conflicted with PT-FI's approved environmental management programs and existing environmental permits. In December 2018, the MOEF issued a revised environmental permit to PT-FI to address many of the operational activities that it alleged were inconsistent with earlier studies. The remaining administrative sanctions are being resolved through adoption of revised practices and, in a few situations, PT-FI has agreed with the MOEF on an appropriate multi-year work plan, including the closure of an overburden stockpile.

PT-FI and the MOEF also established a new framework for continuous improvement in environmental practices in PT-FI's operations, including initiatives that PT-FI will pursue to increase tailings retention and to evaluate large-scale beneficial uses of tailings within Indonesia. The MOEF issued a new decree that incorporates various initiatives and studies to be completed by PT-FI during 2019 targeting continuous improvement in a manner that would not impose new technical risks or significant long-term costs to PT-FI's operations. The new framework enables PT-FI to maintain compliance with site-specific standards and provides for ongoing monitoring by the MOEF. Refer to Note 12 for further discussion.

We cannot assure you that future environmental changes affecting the mining industry in Indonesia will not be introduced or unexpectedly altered or repealed, or that new interpretations of existing environmental laws and regulations will not be issued, which might have a significant impact on PT-FI.

Our copper mining operations require significant energy and regulation of greenhouse gas emissions and climate change issues may increase our costs and adversely affect our operations.

Our copper mining operations require significant energy, principally diesel, electricity, coal and natural gas, most of which is obtained from third parties under long-term contracts. Energy represented approximately 20 percent of our copper mine site operating costs in 2018, and are expected to approximate 20 percent of our copper mine site operating costs in 2019.

Carbon-based energy is a significant input in our operations, although haul truck diesel use and the amount of purchased power that is derived from fossil fuel or renewable sources varies significantly depending on site production and country-specific circumstances. The potential physical impacts of climate change on our operations are highly uncertain, and would vary by operation based on particular geographic circumstances. As a result of the Paris Agreement reached during the 21st Conference of the Parties to the United Nations Framework Convention on Climate Change in 2015, a number of governments have pledged "Nationally Determined Contributions" to control and reduce greenhouse gas emissions. In the U.S., several states, including Colorado and New Mexico, have advanced goals reducing or eliminating fossil-fuel based energy production. Transitions to renewable and other energy sources could, among other things, increase our operating and energy costs depending on the scope and magnitude of increased regulation of fossil-fuel based energy production, including greenhouse gas emissions.

Other risks

Our holding company structure may impact our ability to service debt and our stockholders' ability to receive dividends.

We are a holding company with no material assets other than the capital stock and intercompany receivables of our subsidiaries. As a result, our ability to repay our indebtedness and pay dividends is dependent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, by dividend, loan, debt repayment or otherwise. Our subsidiaries do not have any obligation to make funds available to us to repay our indebtedness or pay dividends. Dividends from subsidiaries that are not wholly owned are shared with other equity owners. Cash at our international operations is also typically subject to foreign withholding taxes upon repatriation into the U.S.

In addition, our subsidiaries may not be able to, or be permitted to, make distributions to us or repay loans to us, to enable us to repay our indebtedness or pay dividends. Each of our subsidiaries is a distinct legal entity and, under certain circumstances, legal restrictions, as well as the financial condition and operating requirements of our subsidiaries, may limit our ability to obtain cash from our subsidiaries. Certain of our subsidiaries are parties to credit agreements that restrict their ability to make distributions or loan repayments to us if such subsidiary is in default under such agreements, or to transfer substantially all of the assets of such subsidiary without the consent of the lenders.

Our rights to participate in any distribution of our subsidiaries' assets upon their liquidation, reorganization or insolvency would generally be subject to the prior claims of the subsidiaries' creditors, including any trade creditors.

Anti-takeover provisions in our charter documents and Delaware law may make an acquisition of us more difficult.

Anti-takeover provisions in our charter documents and Delaware law may make an acquisition of us more difficult. These provisions:

- Authorize the Board to issue preferred stock without stockholder approval and to designate the rights, preferences and privileges of each class; if issued, such preferred stock would increase the number of outstanding shares of our capital stock and could include terms that may deter an acquisition of us;
- Establish advance notice requirements for nominations to the Board or for proposals that can be presented at stockholder meetings;
- Limit who may call stockholder meetings; and
- Require the approval of the holders of two thirds of our outstanding common stock to enter into certain business combination transactions, subject to certain exceptions, including if the consideration to be received by our common stockholders in the transaction is deemed to be a fair price.

These provisions may discourage potential takeover attempts, discourage bids for our common stock at a premium over market price or adversely affect the market price of, and the voting and other rights of the holders of, our common stock. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors other than the candidates nominated by the Board.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which may prohibit large stockholders from consummating a merger with, or acquisition of, us.

These provisions may deter an acquisition of us that might otherwise be attractive to our stockholders.

Item 1B. Unresolved Staff Comments.

Not applicable.

Item 3. Legal Proceedings.

We are involved in numerous legal proceedings that arise in the ordinary course of our business or are associated with environmental issues. We are also involved periodically in reviews, inquiries, investigations and other proceedings initiated by or involving government agencies, some of which may result in adverse judgments, settlements, fines, penalties, injunctions or other relief. Management does not believe, based on currently available information, that the outcome of any legal proceeding will have a material adverse effect on our financial condition; although individual or cumulative outcomes could be material to our operating results for a particular period, depending on the nature and magnitude of the outcome and the operating results for the period.

Below is a discussion of our material legal proceedings not otherwise required to be disclosed in Note 12. Refer to Note 12 for discussion of additional material legal proceedings.

Water Rights Adjudications

Our operations in the western United States (U.S.) require significant secure quantities of water for mining and ore processing activities, and related support facilities. Continuous operation of our mines is dependent on, among other things, our ability to maintain our water rights and claims and the continuing physical availability of the water supplies. In the arid western U.S., where certain of our mines are located, water rights are often contested, and disputes over water rights are generally time-consuming, expensive and not necessarily dispositive unless they resolve both actual and potential claims. The loss of a water right, or a currently available water supply could force us to curtail operations, or force premature closures, thereby increasing and/or accelerating costs or foregoing profitable operations.

At our North America operations, certain of our water supplies are supported by surface water rights, which give us the right to use public waters for a statutorily defined beneficial use at a designated location. In Arizona, where our operations use both surface and groundwater, we are a participant in an active general stream adjudication in which Arizona courts have been attempting, for over 40 years, to quantify and prioritize surface water claims for the Gila River, one of the state's largest river systems. This stream adjudication primarily affects our Morenci, Safford and Sierrita mines. The adjudication is addressing the state law claims of thousands of competing users, including us, as well as significant federal water claims that are potentially adverse to the state law claims of both surface water and groundwater users. Groundwater is treated differently from surface water under Arizona law, which historically allowed land owners to pump unlimited quantities of subsurface water, subject only to the requirement of putting it to "reasonable use." However, court decisions in the adjudication have concluded that some underground water constitutes "subflow" that is to be treated legally as surface water and is therefore subject to the Arizona doctrine of prior appropriation and to the adjudication, and potentially unavailable to groundwater pumpers in the absence of valid surface water claims. Any re-characterization of groundwater as surface water could affect the ability of consumers, farmers, ranchers, municipalities, and industrial users like us to continue to access water supplies that have been relied on for decades. Because we are a user of both groundwater and surface water in Arizona, we are an active participant in the adjudication proceeding.

In Re The General Adjudication of All Rights to Use Water in the Gila River System and Sources, Maricopa County, Superior Court, Cause Nos. W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), and W-4 (San Pedro). This case was originally initiated in 1974 with the filing of a petition with the Arizona State Land Department and was consolidated and transferred to the Maricopa County Superior Court in 1981. The principal parties, in addition to us, include: the state of Arizona; the Gila Valley Irrigation District; the Franklin Irrigation District; the San Carlos Irrigation and Drainage District; the Salt River Project; the San Carlos Apache Tribe; the Gila River Indian Community (GRIC); and the U.S. on behalf of those tribes, on its own behalf, and on behalf of the White Mountain Apache Tribe, the Fort McDowell Mohave-Apache Indian Community, the Salt River Pima-Maricopa Indian Community, and the Payson Community of Yavapai Apache Indians.

Prior to January 1, 1983, various Indian tribes filed suits in the U.S. District Court in Arizona claiming superior rights to water being used by many other parties, including us, and claiming damages for prior use in derogation of their allegedly superior rights. These federal proceedings have been stayed pending the Arizona Superior Court adjudications and some have been settled.

In 2005, the Maricopa County Superior Court directed the Arizona Department of Water Resources (ADWR) to prepare detailed recommendations regarding the delineation of the "subflow" zone of the San Pedro River, a tributary of the Gila River. Underground water within the subflow zone is presumed to constitute appropriable subflow rather than groundwater. Although we have minimal interests in the San Pedro River Basin, a decision that re-characterizes groundwater in that basin as appropriable surface water may set a precedent for other river systems in Arizona that could have material implications for many commercial, industrial, municipal and agricultural users of groundwater, including our Arizona operations. In 2017, the court approved ADWR's proposed subflow zone delineation. No party has appealed that decision.

In 2014, ADWR submitted a proposal for the development of procedures for "cone of depression" analyses to determine whether a well located outside of the subflow zone creates a cone of depression that intersects the subflow zone. Based on the cone of depression analyses, wells outside of the subflow zone could be subject to the jurisdiction of the adjudication court. In the absence of a valid surface water claim to support the pumping, owners

of wells deemed to be depleting the subflow zone through their cones of depression may be subject to claims that they must refrain from pumping or must pay damages. In January 2017, ADWR issued a report containing its recommended cone of depression test and a trial was held in March 2018 concerning ADWR's recommended action.

On November 14, 2018, the court's Special Master issued a final decision rejecting ADWR's recommended test, instead adopting our position that a numeric model capable of accounting for complexities of the aquifer system should be used. The Special Master also confirmed that this initial cone of depression test is for determining which wells are subject to the jurisdiction of the adjudication court, not proving that a well is pumping subflow or establishing how much of a well's production is subflow. Those matters will be determined by a subsequent "subflow depletion test," which has not yet been formulated. Our adversaries are expected to seek review of the Special Master's November 2018 final decision. Objections must be filed with the Superior Court in May 2019.

In December 2018, ADWR submitted its initial report on the "subflow depletion test," which will specify the methodology a well owner must use to quantify the portion of the water drawn from a well that is subflow as opposed to groundwater. A status conference has been scheduled in February 2019 to identify issues to be addressed during this phase of the litigation and to discuss future case deadlines.

As part of the Gila River adjudication, the U.S. has asserted numerous claims for express and implied "reserved" surface water and groundwater rights on Indian and non-Indian federal lands throughout Arizona. These claims are related to reservations of federal land for specific purposes (e.g. , Indian reservations, national parks, military bases and wilderness areas). Unlike state law-based water rights, federal reserved water rights are given priority in the prior appropriation system based on the date the land was reserved, not the date that water was first used on the land. In addition, federal reserved water rights, if recognized by the court, may enjoy greater protection from groundwater pumping than is accorded to state law-based water rights.

In multiple instances, the U.S. asserts a right to all water in a particular watershed that was not effectively appropriated under state law prior to the establishment of the federal reservation. This creates risks for both surface water users and groundwater users because such expansive claims may severely impede competing uses of water within the same watershed. Because there are numerous federal reservations in watersheds across Arizona, the reserved water right claims of the U.S. pose a significant risk to multiple operations, including Morenci and Safford in the Upper Gila River watershed, and Sierrita in the Santa Cruz watershed. Because federal reserved water rights may adversely affect water uses at each of these operations, we have been actively involved in litigation over these claims. Because federal reserved water rights have not yet been quantified, the task of determining how much water each federal reservation may use has been left to the Gila River adjudication court. Several "contested cases" to quantify reserved water rights for particular federal reservations in Arizona are currently pending in the adjudication and one was recently resolved. That case, In re Aravaipa Canyon Wilderness Area was to resolve the U.S.'s claims to water for the Aravaipa Canyon Wilderness Area. The case was tried in 2015 and the court issued a decision in December 2018 supportive of our position on almost all issues, including rejection of the government's core argument that wilderness areas are entitled to all water that was not appropriated at the time the reservation was created. We believe the rulings in this case will support our positions in other pending federal reserved right cases, including these: In re Fort Huachuca , which involves the U.S.'s claims to water for an Arizona army base and is awaiting a decision following a trial which concluded in February 2017; In re Redfield Canyon Wilderness Area , which involves the U.S.'s claims to water for another wilderness area and is awaiting a decision following a trial which concluded in May 2017; and In re San Pedro Riparian National Conservation Area , which involves the U.S.'s claims to water for a national conservation area, which is currently in trial.

Given the legal and technical complexity of these adjudications, their long history, and their long-term legal, economic and political implications, it is difficult to predict the timing or the outcome of these proceedings. If we are not able satisfactorily resolve the issues being addressed in the adjudications, our ability to pump groundwater could be diminished or curtailed, and our operations at Morenci, Safford and Sierrita could be adversely affected unless we are able to acquire alternative resources.

Environmental Legal Proceedings

Louisiana Parishes Coastal Erosion Cases

Certain FCX affiliates have been named as defendants, along with numerous co-defendants, in 13 cases out of a total of 42 cases filed in Louisiana state courts by six south Louisiana parishes (Cameron, Jefferson, Plaquemines, St. Bernard, St. John the Baptist and Vermilion), alleging that certain oil and gas exploration and production

operations and sulphur mining and production operations in coastal Louisiana have contaminated and damaged coastal wetlands, and caused significant land loss along the Louisiana coast, resulting in increased risk of damage from storm-generated surges and flooding and accelerated saltwater intrusion. The State of Louisiana, through the Attorney General and separately through the Louisiana Department of Natural Resources, has intervened in the litigation in support of the parishes' claims. Specifically, the cases allege the defendants failed to obtain and/or comply with required coastal use permits in violation of the Louisiana State and Local Coastal Resources Management Act of 1978, and seek unspecified damages for the alleged statutory violations, and restoration of the properties at issue to their original condition. Five of the 42 cases were previously scheduled for trials in state courts beginning in early 2019; however, the state court proceedings have been stayed while federal courts in the Eastern and Western Districts of Louisiana consider the defendants' second effort to remove the cases from state courts to federal courts. Certain FCX affiliates have been named as defendants in two of the five cases that had been set for trial, both originally filed on November 8, 2013: Parish of Plaquemines v. ConocoPhillips Company et al., 25th Judicial District Court, Plaquemines Parish, Louisiana; No. 60-982, Div. B, which was set for jury trial in state court in August 2019; and Parish of Plaquemines v. Hilcorp Energy Company et al., 25th Judicial District Court, Plaquemines Parish, Louisiana; No. 60-999, Div. B, which was set for jury trial in state court in January 2020. Plaintiffs have not alleged specific monetary demands. FCX intends to vigorously defend these matters.

Item 4. Mine Safety Disclosures.

The safety and health of all employees is our highest priority. Management believes that safety and health considerations are integral to, and compatible with, all other functions in the organization and that proper safety and health management will enhance production and reduce costs. Our approach towards the health and safety of our workforce is to continuously improve performance through implementing robust management systems and providing adequate training, safety incentive and occupational health programs.

Our objective is zero work place injuries and occupational illnesses. We measure progress toward achieving our objective against regularly established benchmarks, including measuring company-wide Total Recordable Incident Rates (TRIR). Our TRIR (including contractors) per 200,000 man-hours worked was 0.71 in 2018, 0.75 in 2017 and 0.64 in 2016. The metal mining sector industry average per 200,000 man-hours worked reported by the U.S. Mine Safety and Health Administration was 1.74 in 2017 and 1.93 in 2016. The metal mining sector industry average for 2018 was not available at the time of this filing.

Refer to Exhibit 95.1 for mine safety disclosures required in accordance with Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K.

Executive Officers of the Registrant.

Certain information as of January 31, 2019, about our executive officers is set forth in the following table and accompanying text:

Name	Age	Position or Office
Richard C. Adkerson	72	Vice Chairman of the Board, President and Chief Executive Officer
Kathleen L. Quirk	55	Executive Vice President and Chief Financial Officer
Harry M. "Red" Conger, IV	63	President and Chief Operating Officer - Americas

Richard C. Adkerson has served as Vice Chairman of the Board since June 2013, President since January 2008 and also from April 1997 to March 2007, Chief Executive Officer since December 2003 and a director since October 2006. Mr. Adkerson previously served as Chief Financial Officer from October 2000 to December 2003.

Kathleen L. Quirk has served as Executive Vice President since March 2007 and Chief Financial Officer since December 2003. Ms. Quirk previously served as Treasurer from February 2000 to August 2018 and as Senior Vice President from December 2003 to March 2007. Ms. Quirk also serves on the Board of Directors of Vulcan Materials Company.

Harry M. "Red" Conger, IV has served as Chief Operating Officer - Americas since July 2015, and as President - Americas since 2007. Mr. Conger has also served as President and Chief Operating Officer - Rod and Refining since October 2014. He previously served as Chief Operating Officer - Africa Mining from July 2015 to December 2016. Prior to 2007, he served in a number of senior operations positions at Phelps Dodge Corporation.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Unregistered Sales of Equity Securities

None.

Common Stock

Our common shares trade on the New York Stock Exchange (NYSE) under the symbol "FCX." At January 31, 2019, there were 12,520 holders of record of our common stock.

Common Stock Dividends

In December 2015, the FCX Board of Directors (the Board) suspended the annual common stock dividend. Accordingly, there were no common stock dividends paid in 2017 or 2016. In February 2018, the Board reinstated a cash dividend on our common stock. See Note 10 for further discussion. The declaration of dividends is at the discretion of our Board and will depend upon our financial results, cash requirements, future prospects and other factors deemed relevant.

Issuer Purchases of Equity Securities

The following table sets forth information with respect to shares of FCX common stock purchased by us during the three months ended December 31, 2018 :

Period	(a) Total Number of Shares Purchased	(b) Average Price Paid Per Share	(c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ^a	(d) Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs ^a
October 1-31, 2018	—	—	—	23,685,500
November 1-30, 2018	—	—	—	23,685,500
December 1-31, 2018	—	—	—	23,685,500
Total	—	—	—	23,685,500

a. On July 21, 2008, the Board approved an increase in our open-market share purchase program for up to 30 million shares. The program does not have an expiration date.

Item 6. Selected Financial Data.
**FREEPORT-McMoRan INC.
SELECTED FINANCIAL AND OPERATING DATA**

	Years Ended December 31,				
	2018	2017	2016	2015	2014
(In millions, except per share amounts)					
CONSOLIDATED FINANCIAL DATA					
Revenues	\$ 18,628	\$ 16,403	\$ 14,830 ^a	\$ 14,607 ^a	\$ 20,001 ^a
Operating income (loss) ^b	\$ 4,754 ^{c,d}	\$ 3,690 ^e	\$ (2,729) ^f	\$ (13,512) ^g	\$ (298) ^h
Net income (loss) from continuing operations	\$ 2,909 ^{ij,k,l}	\$ 2,029 ^{ij,k}	\$ (3,832) ^{jk}	\$ (12,180) ^l	\$ (1,022) ^{jk}
Net (loss) income from discontinued operations ^m	\$ (15)	\$ 66	\$ (193)	\$ 91	\$ 277
Net income (loss) attributable to common stock	\$ 2,602	\$ 1,817	\$ (4,154) ⁿ	\$ (12,236)	\$ (1,308)
Diluted net income (loss) per share attributable to common stock:					
Continuing operations	\$ 1.79	\$ 1.21	\$ (2.96)	\$ (11.32)	\$ (1.37)
Discontinued operations	(0.01)	0.04	(0.20)	0.01	0.11
	\$ 1.78	\$ 1.25	\$ (3.16)	\$ (11.31)	\$ (1.26)
Weighted-average common shares outstanding:					
Basic	1,449	1,447	1,318	1,082	1,039
Diluted	1,458	1,454	1,318	1,082	1,039
Dividends declared per share of common stock	\$ 0.20	\$ —	\$ —	\$ 0.2605	\$ 1.25
Operating cash flows	\$ 3,863	\$ 4,666	\$ 3,737	\$ 3,220	\$ 5,631
Capital expenditures	\$ 1,971	\$ 1,410	\$ 2,813	\$ 6,353	\$ 7,215
At December 31:					
Cash and cash equivalents	\$ 4,217	\$ 4,526	\$ 4,262	\$ 193	\$ 315
Property, plant, equipment and mine development costs, net	\$ 28,010	\$ 22,994	\$ 23,348	\$ 24,245	\$ 22,927
Oil and gas properties, net	\$ —	\$ —	\$ 74	\$ 7,093	\$ 19,274
Assets held for sale, including current portion ^o	\$ —	\$ —	\$ 5	\$ 4,862	\$ 4,829
Total assets	\$ 42,216	\$ 37,302	\$ 37,317	\$ 46,577	\$ 58,674
Total debt, including current portion	\$ 11,141	\$ 13,229	\$ 16,126	\$ 20,428	\$ 18,970
Redeemable noncontrolling interest	\$ —	\$ —	\$ —	\$ 764	\$ 751
Total stockholders' equity	\$ 9,798	\$ 7,977	\$ 6,051	\$ 7,828	\$ 18,287

The selected consolidated financial data shown above is derived from our audited consolidated financial statements. These historical results are not necessarily indicative of results that you can expect for any future period. You should read this data in conjunction with Items 7. and 7A. Management's Discussion and Analysis of Financial Condition and Results of Operations and Quantitative and Qualitative Disclosures about Market Risks (MD&A) and Item 8. Financial Statements and Supplementary Data thereto contained in our annual report on Form 10-K for the year ended December 31, 2018. All references to income or losses per share are on a diluted basis, unless otherwise noted.

- Includes net noncash mark-to-market (losses) gains associated with crude oil and natural gas derivative contracts totaling \$(41) million (\$(41) million to net loss attributable to common stock or \$(0.03) per share) in 2016, \$(319) million (\$(198) million to net loss attributable to common stock or \$(0.18) per share) in 2015 and \$627 million (\$389 million to net loss attributable to common stock or \$0.37 per share) in 2014.
- Includes net charges (credits) for adjustments to environmental obligations and related litigation reserves of \$57 million (\$57 million to net income attributable to common stock or \$0.04 per share) in 2018, \$210 million (\$210 million to net income attributable to common stock or \$0.14 per share) in 2017, \$(16) million (\$(16) million to net loss attributable to common stock or \$(0.01) per share) in 2016, \$43 million (\$28 million to net loss attributable to common stock or \$0.03 per share) in 2015 and \$76 million (\$50 million to net loss attributable to common stock or \$0.05 per share) in 2014.
- The year 2018 includes net credits totaling \$96 million (\$156 million to net income attributable to common stock or \$0.11 per share) consisting of gains on sales of assets totaling \$208 million, partly offset by net charges of \$69 million associated with Cerro Verde's collective labor agreement and \$43 million mostly associated with depreciation expense at Freeport Cobalt for the period December 2016 through December 2017, which was suspended while it was classified as held for sale.
- The year 2018 also includes net charges at PT Freeport Indonesia (PT-FI) totaling \$223 million (\$110 million to net income attributable to common stock or \$0.08 per share) consisting of \$69 million for surface water tax disputes with the local regional tax authority in Papua, Indonesia, \$32 million for assessments of prior period permit fees with Indonesia's Ministry of Environment and Forestry, \$72 million for disputed payroll withholding taxes for prior years and other tax settlements, and \$62 million to write-off certain previously capitalized project costs for the new smelter in Indonesia, partly offset by inventory adjustments totaling \$12 million.

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- e. The year 2017 includes net charges totaling \$68 million to operating income (\$12 million to net income attributable to common stock or \$0.01 per share) consisting of charges totaling \$125 million for workforce reductions at PT-FI and other net charges of \$24 million mostly for asset impairments and metals inventory adjustments, partly offset by net gains on sales of assets totaling \$81 million primarily associated with oil and gas transactions.
- f. The year 2016 includes net charges totaling \$4.9 billion to operating loss (\$4.8 billion to net loss attributable to common stock or \$3.67 per share) consisting of (i) \$4.3 billion for impairment of oil and gas properties, (ii) \$926 million for drillship settlements/idle rig and contract termination costs, (iii) \$196 million for other charges at oil and gas operations primarily associated with inventory adjustments, asset impairment and other restructuring charges and (iv) \$69 million for charges at mining operations for metals inventory adjustments, PT-FI asset retirement and Cerro Verde social commitments, partly offset by (v) net gains on sales of assets totaling \$649 million mostly associated with the Morenci and Timok transactions, and net of estimated losses associated with assets held for sale.
- g. The year 2015 includes net charges totaling \$13.8 billion to operating loss (\$12.0 billion to net loss attributable to common stock or \$11.10 per share) consisting of (i) \$13.1 billion for impairment of oil and gas properties, (ii) \$338 million for metals inventory adjustments, (iii) \$188 million for charges at oil and gas operations primarily associated with other asset impairment and inventory adjustments, idle/terminated rig costs and prior year mineral tax assessments related to the California properties, (iv) \$145 million for charges at mining operations primarily associated with asset impairment, restructuring and other net charges and (v) \$18 million for executive retirement benefits, partly offset by (vi) a net gain of \$39 million for the sale of our interest in the Luna Energy power facility.
- h. The year 2014 includes net charges totaling \$4.8 billion to operating loss (\$3.6 billion to net loss attributable to common stock or \$3.46 per share) consisting of (i) \$3.7 billion for impairment of oil and gas properties, (ii) \$1.7 billion to impair the full carrying value of goodwill, (iii) \$46 million for charges at oil and gas operations primarily associated with idle/terminated rig costs and inventory adjustments and (iv) \$6 million for adjustments to molybdenum inventories, partly offset by (v) net gains on sales of assets of \$717 million primarily from the sale of our 80 percent interests in the Candelaria and Ojos del Salado mining operations.
- i. Includes net charges at Cerro Verde related to disputed royalty matters for prior years totaling \$195 million to net income attributable to common stock (\$0.13 per share) in 2018 and \$186 million to net income attributable to common stock (\$0.13 per share) in 2017. Net charges for 2018 consist of charges (credits) of \$14 million to operating income, \$370 million to interest expense, \$22 million to other expense, net of \$35 million of net income tax benefits and \$176 million to noncontrolling interests. Net charges for 2017 consist of \$203 million to operating income, \$145 million to interest expense and \$7 million to provision for income taxes, net of \$169 million to noncontrolling interests. Refer to Note 12 for further discussion.
- j. Includes after-tax net gains (losses) on early extinguishment and exchanges of debt totaling \$7 million (less than \$0.01 per share) in 2018 , \$21 million (\$0.01 per share) in 2017 , \$26 million (\$0.02 per share) in 2016 and \$3 million (less than \$0.01 per share) in 2014.
- k. As further discussed in "Consolidated Results - Income Taxes" contained in MD&A, amounts include net tax credits (charges) of \$632 million (\$574 million net of noncontrolling interests or \$0.39 per share) in 2018, \$438 million (\$0.30 per share) in 2017, \$370 million (\$374 million net of noncontrolling interests or \$0.28 per share) in 2016 and \$(121) million (\$(103) million net of noncontrolling interests or \$(0.10) per share) in 2014.
- l. The year 2018 includes a gain of \$19 million to net income attributable to common stock or \$0.01 per share for interest received on tax refunds. The year 2015 includes a gain of \$92 million to net loss attributable to common stock or \$0.09 per share related to net proceeds received from insurance carriers and other third parties related to the shareholder derivative litigation settlement.
- m. Discontinued operations reflects the results of TF Holdings Limited (TFHL), through which we held an interest in the Tenke Fungurume (Tenke) mine until it was sold on November 16, 2016, and includes charges for allocated interest expense associated with the portion of the term loan that was required to be repaid as a result of the sale. Net (loss) income from discontinued operations in 2018 and 2017 primarily reflect adjustments to the fair value of the potential contingent consideration related to the sale and will continue to be adjusted through December 31, 2019. The year 2016 also includes a net charge of \$198 million for the loss on disposal.
- n. Includes a gain on redemption of a redeemable noncontrolling interest of \$199 million (\$0.15 per share) associated with the settlement of a preferred stock obligation. Refer to Note 2 for further discussion.
- o. In accordance with accounting guidelines, the assets and liabilities of TFHL have been presented as held for sale in the consolidated balance sheets for all periods presented.

FREEMPORT-McMoRan INC.
SELECTED FINANCIAL AND OPERATING DATA (Continued)

	Years Ended December 31,				
	2018	2017	2016	2015	2014
CONSOLIDATED MINING (CONTINUING OPERATIONS) ^{a,b}					
Copper (millions of recoverable pounds)					
Production	3,813	3,737	4,222	3,568	3,457
Sales, excluding purchases	3,811	3,700	4,227	3,603	3,463
Average realized price per pound	\$ 2.91	\$ 2.93	\$ 2.28	\$ 2.42	\$ 3.09
Gold (thousands of recoverable ounces)					
Production	2,439	1,577	1,088	1,257	1,214
Sales, excluding purchases	2,389	1,562	1,079	1,247	1,248
Average realized price per ounce	\$ 1,254	\$ 1,268	\$ 1,238	\$ 1,129	\$ 1,231
Molybdenum (millions of recoverable pounds)					
Production	95	92	80	92	95
Sales, excluding purchases	94	95	74	89	95
Average realized price per pound	\$ 12.50	\$ 9.33	\$ 8.33	\$ 8.70	\$ 12.74
NORTH AMERICA COPPER MINES					
Operating Data, Net of Joint Venture Interests ^c					
Copper (millions of recoverable pounds)					
Production	1,404	1,518	1,831	1,947	1,670
Sales, excluding purchases	1,428	1,484	1,841	1,988	1,664
Average realized price per pound	\$ 2.96	\$ 2.85	\$ 2.24	\$ 2.47	\$ 3.13
Molybdenum (millions of recoverable pounds)					
Production	32	33	33	37	33
100% Operating Data					
Leach operations					
Leach ore placed in stockpiles (metric tons per day)	681,400	679,000	737,400	913,000	1,011,500
Average copper ore grade (percent)	0.24	0.28	0.31	0.26	0.25
Copper production (millions of recoverable pounds)	951	1,016	1,120	1,086	963
Mill operations					
Ore milled (metric tons per day)	301,000	299,500	300,500	312,100	273,800
Average ore grade (percent):					
Copper	0.35	0.39	0.47	0.49	0.45
Molybdenum	0.02	0.03	0.03	0.03	0.03
Copper recovery rate (percent)	87.8	86.4	85.5	85.4	85.8
Copper production (millions of recoverable pounds)	719	788	958	1,020	828
SOUTH AMERICA MINING ^b					
Copper (millions of recoverable pounds)					
Production	1,249	1,235	1,328	869	1,151
Sales	1,253	1,235	1,332	871	1,135
Average realized price per pound	\$ 2.87	\$ 2.97	\$ 2.31	\$ 2.38	\$ 3.08
Molybdenum (millions of recoverable pounds)					
Production	28	27	21	7	11
Leach operations					
Leach ore placed in stockpiles (metric tons per day)	195,200	142,800	149,100	208,400	246,400
Average copper ore grade (percent)	0.33	0.37	0.41	0.44	0.48
Copper production (millions of recoverable pounds)	287	255	328	430	491
Mill operations					
Ore milled (metric tons per day)	387,600	360,100	353,400	152,100	180,500
Average ore grade:					
Copper (percent)	0.38	0.44	0.43	0.46	0.54
Molybdenum (percent)	0.01	0.02	0.02	0.02	0.02
Copper recovery rate (percent)	84.3	81.2	85.8	81.5	88.1
Copper production (millions of recoverable pounds)	962	980	1,000	439	660

FREEPORT-McMoRan INC.
SELECTED FINANCIAL AND OPERATING DATA (Continued)

	Years Ended December 31,				
	2018	2017	2016	2015	2014
INDONESIA MINING					
Operating Data, Net of Rio Tinto Joint Venture Interest ^d					
Copper (millions of recoverable pounds)					
Production	1,160	984	1,063	752	636
Sales	1,130	981	1,054	744	664
Average realized price per pound	\$ 2.89	\$ 3.00	\$ 2.32	\$ 2.33	\$ 3.01
Gold (thousands of recoverable ounces)					
Production	2,416	1,554	1,061	1,232	1,130
Sales	2,366	1,540	1,054	1,224	1,168
Average realized price per ounce	\$ 1,254	\$ 1,268	\$ 1,237	\$ 1,129	\$ 1,229
100% Operating Data					
Ore milled (metric tons per day)	178,100	140,400	165,700	162,500	120,500
Average ore grade:					
Copper (percent)	0.98	1.01	0.91	0.67	0.79
Gold (grams per metric ton)	1.58	1.15	0.68	0.79	0.99
Recovery rates (percent):					
Copper	91.8	91.6	91.0	90.4	90.3
Gold	84.7	85.0	82.2	83.4	83.2
Production:					
Copper (millions of recoverable pounds)	1,227	996	1,063	752	651
Gold (thousands of recoverable ounces)	2,697	1,554	1,061	1,232	1,132
MOLYBDENUM MINES					
Molybdenum production (millions of recoverable pounds)	35	32	26	48	51
Ore milled (metric tons per day)	27,900	22,500	18,300	34,800	39,400
Average molybdenum ore grade (percent)	0.18	0.20	0.21	0.2	0.19
OIL AND GAS OPERATIONS ^e					
Sales Volumes:					
Oil (million barrels)	1.4	1.8	34.4	35.3	40.1
Natural gas (billion cubic feet)	10.1	15.8	65.1	89.7	80.8
Natural gas liquids (NGLs) (million barrels)	0.1	0.2	1.8	2.4	3.2
Million barrels of oil equivalents	3.1	4.6	47.1	52.6	56.8
Average Realizations:					
Oil (per barrel)	\$ 54.13	\$ 40.71	\$ 39.13	\$ 57.11	\$ 90.00
Natural gas (per million British thermal units)	\$ 3.15	\$ 3.18	\$ 2.38	\$ 2.59	\$ 4.23
NGLs (per barrel)	\$ 44.11	\$ 30.65	\$ 18.11	\$ 18.90	\$ 39.73

- a. Excludes the results from the Tenke mine, which is reported as discontinued operations.
- b. Includes the results of the Candelaria and Ojos del Salado mines prior to their sale in November 2014.
- c. Net of Morenci's joint venture interest; effective May 31, 2016, our undivided interest in Morenci was prospectively reduced from 85 percent to 72 percent. Refer to Note 2 for further discussion.
- d. Prior to December 21, 2018, PT-FI had an unincorporated joint venture with Rio Tinto. Refer to Notes 2 and 3 for further discussion.
- e. During the three years ended December 31, 2018, we completed sales of substantially all of our oil and gas assets. Refer to Note 2 for further discussion.

Items 7. and 7A. Management's Discussion and Analysis of Financial Condition and Results of Operations and Quantitative and Qualitative Disclosures About Market Risk.

In Management's Discussion and Analysis of Financial Condition and Results of Operations and Quantitative and Qualitative Disclosures About Market Risk (MD&A), "we," "us" and "our" refer to Freeport-McMoRan Inc. (FCX) and its consolidated subsidiaries. The results of operations reported and summarized below are not necessarily indicative of future operating results (refer to "Cautionary Statement" for further discussion). References to "Notes" are Notes included in our Notes to Consolidated Financial Statements. Throughout MD&A, all references to earnings or losses per share are on a diluted basis, unless otherwise noted. Additionally, in accordance with accounting guidelines, TF Holdings Limited (TFHL), through which we held a controlling interest in the Tenke Fungurume (Tenke) mine until it was sold on November 16, 2016, is reported as a discontinued operation for all periods presented.

OVERVIEW

We are a leading international mining company with headquarters in Phoenix, Arizona. We operate large, long-lived, geographically diverse assets with significant proven and probable reserves of copper, gold and molybdenum. We are the world's largest publicly traded copper producer. Our portfolio of assets includes the Grasberg minerals district in Indonesia, one of the world's largest copper and gold deposits; and significant mining operations in the Americas, including the large-scale Morenci minerals district in North America and the Cerro Verde operation in South America.

We believe that we have a high-quality portfolio of long-lived copper assets positioned to generate long-term value. We have commenced a project to develop the Lone Star oxide ores near the Safford operation in eastern Arizona, and PT Freeport Indonesia (PT-FI) has several projects in the Grasberg minerals district related to the development of its large-scale, long-lived, high-grade underground ore bodies (refer to "Operations - Indonesia Mining" for further discussion of PT-FI's transition mining from the open pit to underground). We are also pursuing other opportunities to enhance our mines' net present values, and we continue to advance studies for future development of our copper resources, the timing of which will be dependent on market conditions.

Net income (loss) attributable to common stock totaled \$2.6 billion in 2018, \$1.8 billion in 2017 and \$(4.2) billion in 2016. Our results in 2018, compared to 2017, benefited from higher copper and gold sales volumes, higher gains on sales of assets and lower adjustments to environmental obligations, partly offset by higher income tax expense mostly at our international operations. Our results for the year 2016 were unfavorably impacted by charges of \$5.4 billion at oil and gas operations primarily for the impairment of oil and gas properties, drillship settlements and contract termination costs. Refer to "Consolidated Results" for discussion of items impacting our consolidated results for the three years ended December 31, 2018.

At December 31, 2018, we had \$4.2 billion in consolidated cash and cash equivalents, \$11.1 billion in total debt, and no borrowings and approximately \$3.5 billion available under our revolving credit facility.

As further discussed in Note 2, in December 2018, we completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership. We expect our share of future cash flows of the expanded PT-FI asset base, combined with the cash proceeds received in the transaction, to be comparable to our share of anticipated future cash flows under PT-FI's former Contract of Work (COW) and joint venture arrangements with Rio Tinto plc (Rio Tinto Joint Venture).

As a result of the transaction, PT Indonesia Asahan Aluminium's (Persero) (PT Inalum) and PT Indonesia Papua Metal Dan Mineral's (PTI - formerly known as PT Indocopper Investama) collective share ownership of PT-FI totals 51.24 percent and our share ownership is 48.76 percent. The arrangements provide for us and the other pre-transaction PT-FI shareholders to retain the economics of the revenue and cost sharing arrangements under the former Rio Tinto Joint Venture. As a result, our economic interest in PT-FI is expected to approximate 81 percent from 2019 through 2022.

We, PT-FI, PTI and PT Inalum also entered into a shareholders agreement, which governs certain matters with respect to the governance and management of PT-FI in connection with their ownership of shares in PT-FI, and establishes our control over the management of PT-FI's operations. Concurrent with closing the transaction, the Indonesian government granted PT-FI a new special mining license (IUPK) to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has

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been granted an extension of mining rights through 2031, with rights to extend mining rights through 2041, subject to PT-FI completing the construction of a new smelter in Indonesia within five years of closing the transaction and fulfilling its defined fiscal obligations to the Indonesian government. Refer to Note 13 and “Risk Factors” contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018, for further discussion of PT-FI’s IUPK.

We have significant mineral reserves, resources and future development opportunities within our portfolio of mining assets. At December 31, 2018, our estimated consolidated recoverable proven and probable mineral reserves totaled 119.6 billion pounds of copper, 30.8 million ounces of gold and 3.78 billion pounds of molybdenum. Refer to “Critical Accounting Estimates – Mineral Reserves” for further discussion.

During 2018, production from our mines totaled 3.8 billion pounds of copper, 2.4 million ounces of gold and 95 million pounds of molybdenum. Following is a summary of the geographic locations of our consolidated copper, gold and molybdenum production in 2018:

	Copper	Gold	Molybdenum
North America	37%	1%	71% ^a
South America	33	—	29
Indonesia	30	99	—
	100%	100%	100%

a. Our Henderson and Climax molybdenum mines produced 37 percent of consolidated molybdenum production, and our North America copper mines produced 34 percent.

Copper production from the Grasberg open-pit mine in Indonesia, Morenci mine in North America and Cerro Verde mine in Peru together totaled 76 percent of our consolidated copper production in 2018.

OUTLOOK

We continue to view the long-term outlook for our business positively, supported by limitations on supplies of copper and by the requirements for copper in the world’s economy. Our financial results vary as a result of fluctuations in market prices primarily for copper, gold and molybdenum, as well as other factors. World market prices for these commodities have fluctuated historically and are affected by numerous factors beyond our control. Refer to “Markets” for further discussion. Because we cannot control the price of our products, the key measures that management focuses on in operating our business are sales volumes, unit net cash costs, operating cash flow and capital expenditures.

Sales Volumes

Following are our projected consolidated sales volumes for 2019 (which reflects a transition year) and actual consolidated sales volumes for 2018:

	2019 (Projected)	2018 (Actual)
Copper (millions of recoverable pounds):		
North America copper mines	1,400	1,428
South America mining	1,270	1,253
Indonesia mining	615	1,130
Total	3,285	3,811
Gold (thousands of recoverable ounces)	785	2,389
Molybdenum (millions of recoverable pounds)	94 ^a	94

a. Projected molybdenum sales include 35 million pounds produced by our Molybdenum mines and 59 million pounds produced by our North America and South America copper mines.

Consolidated sales for first-quarter 2019 are expected to approximate 825 million pounds of copper, 255 thousand ounces of gold and 24 million pounds of molybdenum. As PT-FI transitions mining from the open pit to underground, its production is expected to be significantly lower in 2019 and 2020, compared to 2018. Metal production is expected to improve significantly by 2021 following a ramp-up period. Projected sales volumes for the year 2019 are dependent on operational performance, weather-related conditions, and other factors. For other important factors that could cause results to differ materially from projections, refer to "Cautionary Statement," and "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018 .

Consolidated Unit Net Cash Costs

Assuming average prices of \$1,300 per ounce of gold and \$12.00 per pound of molybdenum for 2019 and achievement of current sales volume and cost estimates, consolidated unit net cash costs (net of by-product credits) for our copper mines are expected to average \$1.73 per pound of copper in 2019 . The impact of price changes on 2019 consolidated unit net cash costs would approximate \$0.01 per pound for each \$50 per ounce change in the average price of gold and \$0.03 per pound for each \$2 per pound change in the average price of molybdenum. Quarterly unit net cash costs vary with fluctuations in sales volumes and realized prices, primarily for gold and molybdenum. Refer to "Consolidated Results – Production and Delivery Costs" for further discussion of consolidated production costs for our mining operations.

Consolidated Operating Cash Flow

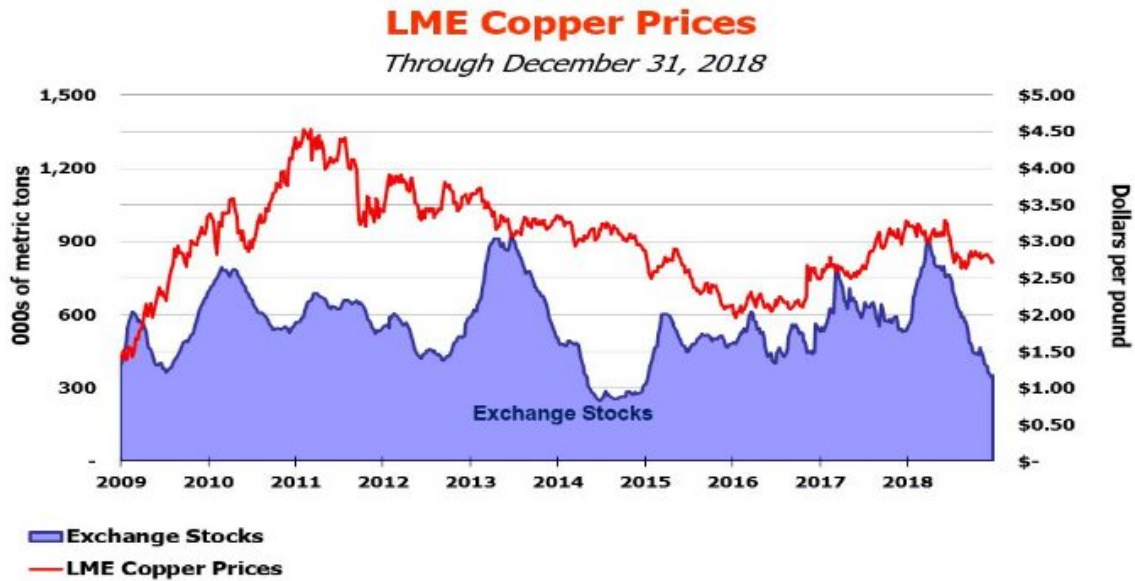
Our consolidated operating cash flows vary with sales volumes, prices realized from copper, gold and molybdenum sales, production costs, income taxes, other working capital changes and other factors. Based on current sales volume and cost estimates, and assuming average prices of \$2.75 per pound of copper, \$1,300 per ounce of gold and \$12.00 per pound of molybdenum, our consolidated operating cash flows are estimated to approximate \$1.8 billion (net of \$0.2 billion in working capital uses and timing of other tax payments) for the year 2019 . Estimated consolidated operating cash flows in 2019 also reflect a projected income tax provision of \$0.5 billion (refer to "Consolidated Results - Income Taxes" for further discussion of our projected income tax rate for the year 2019). The impact of price changes during 2019 on operating cash flows would approximate \$315 million for each \$0.10 per pound change in the average price of copper, \$40 million for each \$50 per ounce change in the average price of gold and \$130 million for each \$2 per pound change in the average price of molybdenum.

Consolidated Capital Expenditures

Consolidated capital expenditures are expected to approximate \$2.4 billion in 2019 , including \$1.5 billion for major mining projects primarily associated with underground development activities in the Grasberg minerals district and development of the Lone Star oxide project.

MARKETS

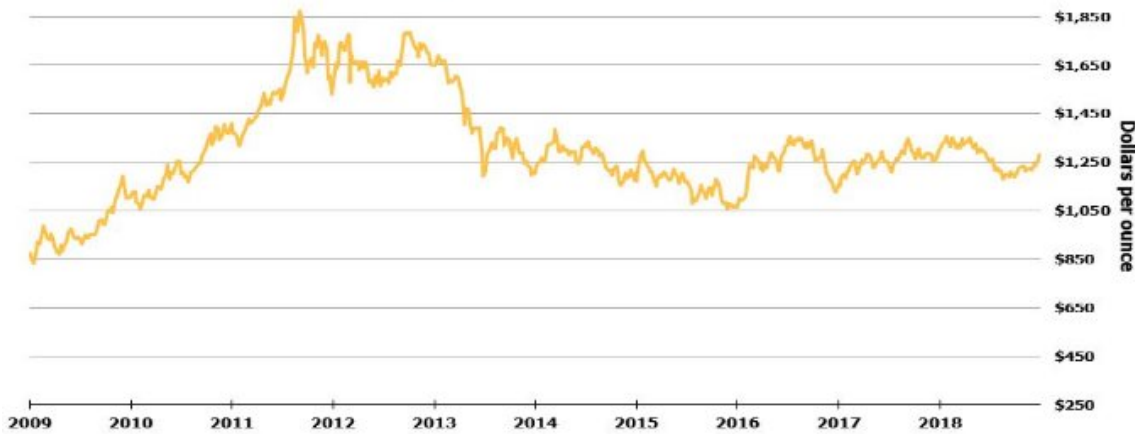
World prices for copper, gold and molybdenum can fluctuate significantly. During the period from January 2009 through December 2018, the London Metal Exchange (LME) copper settlement price varied from a low of \$1.38 per pound in 2009 to a record high of \$4.60 per pound in 2011; the London Bullion Market Association (London) PM gold price fluctuated from a low of \$810 per ounce in 2009 to a record high of \$1,895 per ounce in 2011, and the *Metals Week* Molybdenum Dealer Oxide weekly average price ranged from a low of \$4.46 per pound in 2015 to a high of \$18.60 per pound in 2010. Copper, gold and molybdenum prices are affected by numerous factors beyond our control as described further in our "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018 .



This graph presents LME copper settlement prices and combined reported stocks of copper at the LME, Commodity Exchange Inc., a division of the New York Mercantile Exchange (NYMEX), and the Shanghai Futures Exchange from January 2009 through December 2018 . Beginning in mid-2014, copper prices declined because of concerns about slowing growth rates in China, a stronger United States (U.S.) dollar and a broad-based decline in commodity prices, but improved throughout 2017. Beginning in second-quarter 2018, copper prices declined in response to global trade actions initiated by the U.S., lower economic growth in China and globally, and concerns about rising interest rates and a stronger U.S. dollar. For the year 2018 , LME copper settlement prices ranged from a low of \$2.64 per pound to a high of \$3.29 per pound, averaged \$2.96 per pound and closed at \$2.71 per pound on December 31, 2018 . The LME copper settlement price was \$2.79 per pound on January 31, 2019 .

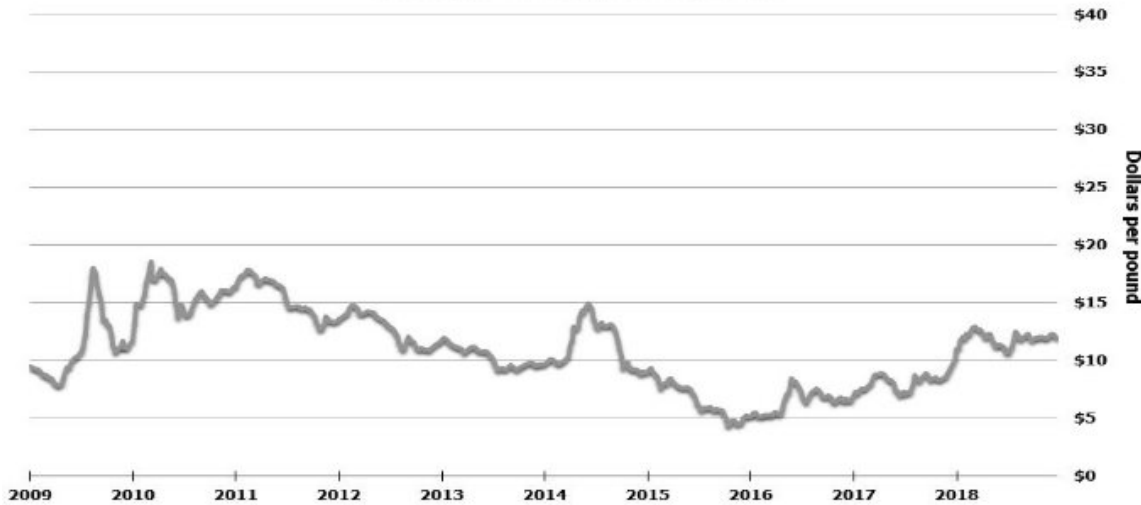
We believe the underlying long-term fundamentals of the copper business remain positive, supported by the significant role of copper in the global economy and a challenging long-term supply environment attributable to difficulty in replacing existing large mines' output with new production sources. Future copper prices are expected to be volatile and are likely to be influenced by demand from China and emerging markets, as well as economic activity in the U.S. and other industrialized countries, the timing of the development of new supplies of copper and production levels of mines and copper smelters.

London Gold Prices Through December 31, 2018



This graph presents London PM gold prices from January 2009 through December 2018 . An improving economic outlook, stronger U.S. dollar and positive equity performance contributed to lower demand for gold since 2014. During 2018 , London PM gold prices ranged from a low of \$1,178 per ounce to a high of \$1,355 per ounce, averaged \$1,268 per ounce and closed at \$1,279 per ounce on December 28, 2018 (there was no London PM gold price quote on December 31, 2018). The London PM gold price was \$1,323 per ounce on January 31, 2019 .

Metals Week Molybdenum Dealer Oxide Prices Through December 31, 2018



This graph presents the *Metals Week* Molybdenum Dealer Oxide weekly average price from January 2009 through December 2018 . Molybdenum prices have declined beginning in mid-2014 because of weaker demand from global steel and stainless steel producers, but rebounded starting in 2016. During 2018 , the weekly average price for molybdenum ranged from a low of \$10.67 per pound to a high of \$12.97 per pound, averaged \$11.93 per pound and was \$11.88 per pound on December 31, 2018 . The *Metals Week* Molybdenum Dealer Oxide weekly average price was \$10.95 per pound on January 31, 2019 .

CRITICAL ACCOUNTING ESTIMATES

MD&A is based on our consolidated financial statements, which have been prepared in conformity with generally accepted accounting principles (GAAP) in the U.S. The preparation of these statements requires that we make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. We base these estimates on historical experience and on assumptions that we consider reasonable under the circumstances; however, reported results could differ from those based on the current estimates under different assumptions or conditions. The areas requiring the use of management's estimates are also discussed in Note 1 under the subheading "Use of Estimates." Management has reviewed the following discussion of its development and selection of critical accounting estimates with the Audit Committee of our Board of Directors (the Board).

Mineral Reserves

Recoverable proven and probable reserves are the part of a mineral deposit that can be economically and legally extracted or produced at the time of the reserve determination. The determination of reserves involves numerous uncertainties with respect to the ultimate geology of the ore bodies, including quantities, grades and recovery rates. Estimating the quantity and grade of mineral reserves requires us to determine the size, shape and depth of our ore bodies by analyzing geological data, such as samplings of drill holes, tunnels and other underground workings. In addition to the geology of our mines, assumptions are required to determine the economic feasibility of mining these reserves, including estimates of future commodity prices and demand, the mining methods we use and the related costs incurred to develop and mine our reserves. Our estimates of recoverable proven and probable mineral reserves are prepared by and are the responsibility of our employees. A majority of these estimates are reviewed annually and verified by independent experts in mining, geology and reserve determination.

At December 31, 2018, our consolidated estimated recoverable proven and probable reserves were assessed using long-term prices of \$2.50 per pound for copper in North America and South America and \$2.00 per pound of copper in Indonesia, \$1,000 per ounce of gold and \$10 per pound of molybdenum. Reserves for Indonesia would not significantly change if assessed under a long-term price of \$2.50 per pound of copper as PT-FI's reserve plan is mill-constrained by the term of its IUPK, which contains rights to extend mining rights through 2041. The following table summarizes changes in our estimated consolidated recoverable proven and probable copper, gold and molybdenum reserves during 2018 and 2017:

	Copper ^a (billion pounds)	Gold (million ounces)	Molybdenum (billion pounds)
Consolidated reserves at December 31, 2016	86.8	26.1	2.95
Net additions (revisions)	3.6	(1.0)	(0.02)
Production	(3.7)	(1.6)	(0.09)
Consolidated reserves at December 31, 2017	86.7	23.5	2.84
PT-FI acquisition of Rio Tinto Joint Venture interest	13.0	10.1	—
Other net additions (revisions)	23.7 ^b	(0.4)	1.04 ^c
Production	(3.8)	(2.4)	(0.10)
Consolidated reserves at December 31, 2018	119.6	30.8	3.78

a. Includes estimated recoverable metals contained in stockpiles. See below for additional discussion of recoverable copper in stockpiles.

b. Primarily reflects an increase in the copper price assumption from \$2.00 per pound to \$2.50 per pound for determining reserves in North America and South America.

c. Primarily reflects an increase in molybdenum reserves at North America copper mines and the Cerro Verde mine in Peru.

Refer to Note 20 and "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018, for further information regarding, and risks associated with, our estimated recoverable proven and probable mineral reserves.

As discussed in Note 1, we depreciate our life-of-mine mining and milling assets and values assigned to proven and probable mineral reserves using the unit-of-production (UOP) method based on our estimated recoverable proven and probable mineral reserves. Because the economic assumptions used to estimate mineral reserves may change from period to period and additional geological data is generated during the course of operations, estimates of reserves may change, which could have a significant impact on our results of operations, including changes to prospective depreciation rates and impairments of long-lived asset carrying values. Excluding impacts associated

with changes in the levels of finished goods inventories and based on projected copper sales volumes, if estimated copper reserves at our mines were 10 percent higher at December 31, 2018, we estimate that our annual depreciation, depletion and amortization (DD&A) expense for 2019 would decrease by \$44 million (\$22 million to net income attributable to common stock), and a 10 percent decrease in copper reserves would increase DD&A expense by \$53 million (\$26 million to net income attributable to common stock). We perform annual assessments of our existing assets in connection with the review of mine operating and development plans. If it is determined that assigned asset lives do not reflect the expected remaining period of benefit, any change could affect prospective DD&A rates.

As discussed below and in Note 1, we review and evaluate our long-lived assets for impairment when events or changes in circumstances indicate that the related carrying amount of such assets may not be recoverable, and changes to our estimates of recoverable proven and probable mineral reserves could have an impact on our assessment of asset recoverability.

Recoverable Copper in Stockpiles

We record, as inventory, applicable costs for copper contained in mill and leach stockpiles that are expected to be processed in the future based on proven processing technologies. Mill and leach stockpiles are evaluated periodically to ensure that they are stated at the lower of weighted-average cost or net realizable value (refer to Note 4 and "Consolidated Results" for further discussion of inventory adjustments recorded for the three years ended December 31, 2018). Accounting for recoverable copper from mill and leach stockpiles represents a critical accounting estimate because (i) it is impracticable to determine copper contained in mill and leach stockpiles by physical count, thus requiring management to employ reasonable estimation methods and (ii) recovery rates from leach stockpiles can vary significantly. Refer to Note 1 for further discussion of our accounting policy for recoverable copper in stockpiles.

At December 31, 2018, estimated consolidated recoverable copper was 2.0 billion pounds in leach stockpiles (with a carrying value of \$2.2 billion) and 0.6 billion pounds in mill stockpiles (with a carrying value of \$0.5 billion).

Impairment of Long-Lived Assets

As discussed in Note 1, we assess the carrying values of our long-lived mining assets when events or changes in circumstances indicate that the related carrying amounts of such assets may not be recoverable. In evaluating our long-lived mining assets for recoverability, we use estimates of pre-tax undiscounted future cash flows of our individual mines. Estimates of future cash flows are derived from current business plans, which are developed using near-term metal price forecasts reflective of the current price environment and management's projections for long-term average metal prices. In addition to near- and long-term metal price assumptions, other key assumptions include estimates of commodity-based and other input costs; proven and probable mineral reserves estimates, including the timing and cost to develop and produce the reserves; value beyond proven and probable mineral reserve estimates (refer to Note 1); and the use of appropriate discount rates in the measurement of fair value. We believe our estimates and models used to determine fair value are similar to what a market participant would use. As quoted market prices are unavailable for our individual mining operations, fair value is determined through the use of after-tax discounted estimated future cash flows.

For the three years ended December 31, 2018, we concluded there were no events or changes in circumstances that would indicate that the carrying amount of our long-lived mining assets might not be recoverable.

In addition to decreases in future metal price assumptions, other events that could result in future impairment of our long-lived mining assets include, but are not limited to, decreases in estimated recoverable proven and probable mineral reserves and any event that might otherwise have a material adverse effect on mine site production levels or costs. Refer to "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018.

Environmental Obligations

Our current and historical operating activities are subject to various national, state and local environmental laws and regulations that govern the protection of the environment, and compliance with those laws requires significant expenditures. Environmental expenditures are charged to expense or capitalized, depending upon their future economic benefits. The guidance provided by U.S. GAAP requires that liabilities for contingencies be recorded when it is probable that obligations have been incurred, and the cost can be reasonably estimated. At December 31, 2018, environmental obligations recorded in our consolidated balance sheet totaled \$1.5 billion, which reflect obligations for environmental liabilities attributed to the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980 (CERCLA) or analogous state programs and for estimated future costs associated with environmental matters. Refer to Notes 1 and 12 for further discussion of environmental obligations, including a summary of changes in our estimated environmental obligations for the three years ended December 31, 2018 .

Accounting for environmental obligations represents a critical accounting estimate because changes to environmental laws and regulations and/or circumstances affecting our operations could result in significant changes to our estimates, which could have a significant impact on our results of operations. We perform a comprehensive annual review of our environmental obligations and also review changes in facts and circumstances associated with these obligations at least quarterly. Judgments and estimates are based upon currently available facts, existing technology, presently enacted laws and regulations, remediation experience, whether or not we are a potentially responsible party (PRP), the ability of other PRPs to pay their allocated portions and take into consideration reasonably possible outcomes. Our cost estimates can change substantially as additional information becomes available regarding the nature or extent of site contamination, updated cost assumptions (including increases and decreases to cost estimates), changes in the anticipated scope and timing of remediation activities, the settlement of environmental matters, required remediation methods and actions by or against governmental agencies or private parties.

Asset Retirement Obligations

We record the fair value of our estimated asset retirement obligations (AROs) associated with tangible long-lived assets in the period incurred. Fair value is measured as the present value of cash flow estimates after considering inflation and a market risk premium. Our cost estimates are reflected on a third-party cost basis and comply with our legal obligation to retire tangible long-lived assets in the period incurred. These cost estimates may differ from financial assurance cost estimates for reclamation activities because of a variety of factors, including obtaining updated cost estimates for reclamation activities, the timing of reclamation activities, changes in scope and the exclusion of certain costs not considered reclamation and closure costs. At December 31, 2018 , AROs recorded in our consolidated balance sheet totaled \$2.5 billion , including \$0.5 billion associated with our remaining oil and gas operations. Refer to Notes 1 and 12 for further discussion of reclamation and closure costs, including a summary of changes in our AROs for the three years ended December 31, 2018 .

Generally, ARO activities are specified by regulations or in permits issued by the relevant governing authority, and management judgment is required to estimate the extent and timing of expenditures. Accounting for AROs represents a critical accounting estimate because (i) we will not incur most of these costs for a number of years, requiring us to make estimates over a long period, (ii) reclamation and closure laws and regulations could change in the future and/or circumstances affecting our operations could change, either of which could result in significant changes to our current plans, (iii) the methods used or required to plug and abandon non-producing oil and gas wellbores, remove platforms, tanks, production equipment and flow lines, and restore the wellsite could change, (iv) calculating the fair value of our AROs requires management to estimate projected cash flows, make long-term assumptions about inflation rates, determine our credit-adjusted, risk-free interest rates and determine market risk premiums that are appropriate for our operations and (v) given the magnitude of our estimated reclamation, mine closure and wellsite abandonment and restoration costs, changes in any or all of these estimates could have a significant impact on our results of operations.

Taxes

In preparing our annual consolidated financial statements, we estimate the actual amount of income taxes currently payable or receivable as well as deferred income tax assets and liabilities attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which these temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in tax rates or laws is recognized in income in the period in which such changes are enacted.

Our operations are in multiple jurisdictions where uncertainties arise in the application of complex tax regulations. Some of these tax regimes are defined by contractual agreements with the local government, while others are defined by general tax laws and regulations. We and our subsidiaries are subject to reviews of our income tax filings and other tax payments, and disputes can arise with the taxing authorities over the interpretation of our contracts or laws. Final taxes paid may be dependent upon many factors, including negotiations with taxing authorities. In certain jurisdictions, we must pay a portion of the disputed amount to the local government in order to formally appeal an assessment. Such payment is recorded as a receivable if we believe the amount is collectible.

A valuation allowance is provided for those deferred income tax assets for which the weight of available evidence suggests that the related benefits will not be realized. In determining the amount of the valuation allowance, we consider estimated future taxable income or loss as well as feasible tax planning strategies in each jurisdiction. If we determine that we will not realize all or a portion of our deferred income tax assets, we will increase our valuation allowance. Conversely, if we determine that we will ultimately be able to realize all or a portion of the related benefits for which a valuation allowance has been provided, all or a portion of the related valuation allowance will be reduced.

Our valuation allowances totaled \$4.5 billion at December 31, 2018, which covered all of our U.S. foreign tax credits, U.S. federal net operating loss carryforwards, foreign net operating loss carryforwards, and substantially all of our U.S. state net operating losses. Refer to Note 11 for further discussion.

CONSOLIDATED RESULTS

	Years Ended December 31,		
	2018	2017	2016
SUMMARY FINANCIAL DATA	(in millions, except per share amounts)		
Revenues ^{a,b}	\$ 18,628	\$ 16,403	\$ 14,830 ^c
Operating income (loss) ^{a,d,e}	\$ 4,754 ^{f,g}	\$ 3,690 ^h	\$ (2,729) ⁱ
Net income (loss) from continuing operations ^{j,k,l}	\$ 2,909 ^{m,n}	\$ 2,029 ⁿ	\$ (3,832)
Net (loss) income from discontinued operations ^o	\$ (15)	\$ 66	\$ (193)
Net income (loss) attributable to common stock	\$ 2,602	\$ 1,817	\$ (4,154) ^p
Diluted net income (loss) per share attributable to common stock:			
Continuing operations	\$ 1.79	\$ 1.21	\$ (2.96)
Discontinued operations	(0.01)	0.04	(0.20)
	<u>\$ 1.78</u>	<u>\$ 1.25</u>	<u>\$ (3.16)</u>
Diluted weighted-average common shares outstanding	1,458	1,454	1,318
Operating cash flows ^q	\$ 3,863	\$ 4,666	\$ 3,737
Capital expenditures	\$ 1,971	\$ 1,410	\$ 2,813
At December 31:			
Cash and cash equivalents	\$ 4,217	\$ 4,526	\$ 4,262
Total debt, including current portion	\$ 11,141	\$ 13,229	\$ 16,126

- a. Refer to Note 16 for a summary of revenues and operating income by operating division.
- b. Includes adjustments to embedded derivatives for provisionally priced concentrate and cathode sales (refer to Note 14).
- c. Includes net noncash mark-to-market losses associated with crude oil and natural gas derivative contracts totaling \$41 million (\$41 million to net loss attributable to common stock or \$0.03 per share). Refer to Note 14 for further discussion.
- d. Includes net gains on sales of assets totaling \$208 million (\$208 million to net income attributable to common stock or \$0.14 per share) in 2018, \$81 million (\$81 million to net income attributable to common stock or \$0.06 per share) in 2017 and \$649 million (\$649 million to net loss attributable to common stockholders or \$0.49 per share) in 2016. Refer to Note 2 and "Net Gain on Sales of Assets" below for further discussion.
- e. Includes net charges (credits) for adjustments to environmental obligations and related litigation reserves of \$57 million (\$57 million to net income attributable to common stock or \$0.04 per share) in 2018, \$210 million (\$210 million to net income attributable to common stock or \$0.14 per share) in 2017 and \$(16) million (\$(16) million to net loss attributable to common stock or \$(0.01) per share) in 2016.
- f. The year 2018 includes net charges of \$112 million (\$52 million to net income attributable to common stock or \$0.04 per share) consisting of \$69 million for Cerro Verde's new three-year collective labor agreement (CLA) and \$43 million mostly associated with depreciation expense at Freeport Cobalt for the period December 2016 through December 2017, which was suspended while it was classified as held for sale.
- g. The year 2018 also includes net charges at PT-FI of \$223 million (\$110 million to net income attributable to common stock or \$0.08 per share) consisting of \$69 million for surface water tax disputes with the local regional tax authority in Papua, Indonesia, \$32 million for assessments of prior period permit fees with Indonesia's Ministry of Environment and Forestry (MOEF), \$72 million for disputed payroll withholding taxes for prior years and other tax settlements, and \$62 million to write-off certain previously capitalized project costs for the new smelter in Indonesia, partly offset by inventory adjustments totaling \$12 million.

- h. The year 2017 includes net charges of \$149 million (\$93 to net income attributable to common stock or \$0.06 per share) mostly associated with workforce reductions at PT-FI.
- i. The year 2016 also includes charges of \$5.5 billion (\$5.5 billion to net loss attributable to common stockholders or \$4.16 per share) consisting of (i) \$4.3 billion to reduce the carrying value of oil and gas properties pursuant to full cost accounting rules, (ii) \$1.1 billion of other net oil and gas charges, primarily for drillship settlements/idle rig costs, the termination of contracts for support vessels and equipment, inventory adjustments, asset impairment and restructuring charges, and (iii) \$69 million of net charges at mining operations primarily reflecting inventory adjustments, PT-FI asset retirement and Cerro Verde social commitments.
- j. Includes net gains on early extinguishment and exchanges of debt totaling \$7 million (less than \$0.01 per share) in 2018 , \$21 million (\$0.01 per share) in 2017 and \$26 million (\$0.02 per share) in 2016. Refer to Note 8 for further discussion.
- k. Includes net tax credits of \$632 million (\$574 million net of noncontrolling interests or \$0.39 per share) in 2018, \$438 million (\$0.30 per share) in 2017 and \$370 million (\$374 million net of noncontrolling interests or \$0.28 per share) in 2016. Refer to "Income Taxes" below for further discussion.
- l. We defer recognizing profits on intercompany sales until final sales to third parties occur. Refer to "Operations - Smelting & Refining" for a summary of net impacts from changes in these deferrals.
- m. Includes interest received on tax refunds totaling \$30 million (\$19 million to net income attributable to common stock or \$0.01 per share), mostly associated with the refund of PT-FI's prior years' tax receivables.
- n. Includes net charges associated with disputed Cerro Verde royalties for prior years of \$195 million to net income attributable to common stock (\$0.13 per share) in 2018 and \$186 million to net income attributable to common stock (\$0.13 per share) in 2017. Net charges for the year 2018 consist of charges to production and delivery costs (\$14 million), interest expense (\$370 million) and other expense (\$22 million), net of income tax benefits (\$35 million) and noncontrolling interests (\$176 million). Net charges for the year 2017 primarily reflect charges to production and delivery (\$203 million), interest expense (\$145 million) and income taxes (\$7 million), net of noncontrolling interests (\$169 million). Refer to Note 12 for further discussion.
- o. Primarily reflects adjustments to the estimated fair value of contingent consideration related to the November 2016 sale of our interest in TFHL, which will continue to be adjusted through December 31, 2019.
- p. Includes a gain on redemption of noncontrolling interest of \$199 million (\$0.15 per share) for the settlement of a preferred stock obligation. Refer to Note 2 for further discussion.
- q. Includes net working capital (uses) sources and timing of other tax payments of \$(0.6) billion in 2018 , \$0.6 billion in 2017 and \$87 million in 2016 .

	Years Ended December 31,		
	2018	2017	2016 ^a
SUMMARY OPERATING DATA			
Copper (millions of recoverable pounds)			
Production	3,813	3,737	4,222
Sales, excluding purchases	3,811	3,700	4,227
Average realized price per pound	\$ 2.91	\$ 2.93	\$ 2.28
Site production and delivery costs per pound ^b	\$ 1.76	\$ 1.60	\$ 1.42
Unit net cash costs per pound ^b	\$ 1.07	\$ 1.19	\$ 1.26
Gold (thousands of recoverable ounces)			
Production	2,439	1,577	1,088
Sales, excluding purchases	2,389	1,562	1,079
Average realized price per ounce	\$ 1,254	\$ 1,268	\$ 1,238
Molybdenum (millions of recoverable pounds)			
Production	95	92	80
Sales, excluding purchases	94	95	74
Average realized price per pound	\$ 12.50	\$ 9.33	\$ 8.33

- a. Excludes results from the Tenke mine, which is reported as a discontinued operation.
- b. Reflects per pound weighted-average production and delivery costs and unit net cash costs (net of by-product credits) for all copper mines, before net noncash and other costs. For reconciliations of the per pound unit costs by operating division to production and delivery costs applicable to sales reported in our consolidated financial statements, refer to "Product Revenues and Production Costs."

Revenues

Consolidated revenues totaled \$18.6 billion in 2018 , \$16.4 billion in 2017 and \$14.8 billion in 2016 . Our revenues primarily include the sale of copper concentrate, copper cathode, copper rod, gold in concentrate and molybdenum. Following is a summary of changes in our consolidated revenues between periods (in millions):

	2018	2017
Consolidated revenues - prior year	\$ 16,403	\$ 14,830
Mining operations:		
Higher (lower) sales volumes:		
Copper	326	(1,201)
Gold	1,049	598
Molybdenum	(9)	175
(Lower) higher averaged realized prices:		
Copper	(76)	2,405
Gold	(33)	47
Molybdenum	299	95
Adjustments for prior year provisionally priced copper sales	(151)	76
Higher revenues from sales of purchased copper	264	361
Higher Atlantic Copper revenues	270	202
Higher royalties and export duties	(130)	(63)
Lower oil sales volumes	(17)	(1,269)
Other, including intercompany eliminations	433	147
Consolidated revenues - current year	<u>\$ 18,628</u>	<u>\$ 16,403</u>

Mining Operations

Sales Volumes. Higher copper sales volumes in 2018 , compared to 2017 , primarily reflect higher operating rates in Indonesia. Lower copper sales volumes in 2017 , compared to 2016 , primarily reflect lower sales volumes in North America mainly caused by lower ore grades.

Higher gold sales volumes in 2018, compared with 2017, primarily reflect higher operating rates and ore grades at PT-FI. Higher gold sales volumes in 2017, compared with 2016, primarily reflect higher ore grades at PT-FI.

Consolidated molybdenum sales volumes in 2018 approximated 2017 sales volumes. Higher molybdenum sales volumes in 2017, compared with 2016, primarily reflect increased demand and higher production.

Refer to “Operations” for further discussion of sales volumes at our mining operations.

Realized Prices. Our consolidated revenues can vary significantly as a result of fluctuations in the market prices of copper, gold and molybdenum. In 2018, our average realized prices were 1 percent lower for copper and gold and 34 percent higher for molybdenum in 2018 , compared with 2017 . In 2017 , our average realized prices were 29 percent higher for copper, 2 percent higher for gold and 12 percent higher for molybdenum, compared with 2016 .

As discussed below and in “Disclosures About Market Risks-Commodity Price Risk”, substantially all of our copper concentrate and cathode sales contracts provide final copper pricing in a specified future month (generally one to four months from the shipment date). We record revenues and invoice customers at the time of shipment based on then-current LME prices, which results in an embedded derivative on provisionally priced concentrate and cathode sales that is adjusted to fair value through earnings each period until final pricing on the date of settlement. Average realized copper prices include net adjustments to current period provisionally priced copper sales totaling \$(240) million for 2018, \$408 million for 2017 and \$257 million for 2016. Refer to Note 14 for a summary of total adjustments to prior period and current period provisionally priced sales.

Prior Year Provisionally Priced Copper Sales. Net adjustments to prior years’ provisionally priced copper sales recorded in consolidated revenues totaled \$(70) million in 2018 , \$81 million in 2017 and \$5 million in 2016 . Refer to Note 14 for a summary of total adjustments to prior period and current period provisionally priced sales.

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Purchased Copper. We purchase copper cathode primarily for processing by our Rod & Refining operations. Purchased copper volumes totaled 356 million pounds in 2018 , 273 million pounds in 2017 and 188 million pounds in 2016 .

Atlantic Copper Revenues. Atlantic Copper revenues totaled \$2.3 billion in 2018 , \$2.0 billion in 2017 and \$1.8 billion in 2016 . Higher Atlantic Copper revenues in 2018 , compared with 2017 , primarily reflect higher copper and gold sales volumes. Higher Atlantic Copper revenues in 2017 , compared with 2016 , primarily reflect higher copper prices.

Royalties and Export Duties. Primarily reflects royalties for sales from PT-FI that will vary with the volume of metal sold and the prices of copper and gold. PT-FI also pays export duties until development progress for the new smelter in Indonesia exceeds 50 percent. Refer to Note 13 for a summary of PT-FI's royalties and export duties.

Oil & Gas Operations

Oil sales volumes totaled 1.4 million barrels (MMBbls) in 2018 , 1.8 MMBbls in 2017 and 34.4 MMBbls in 2016 . During the three years ended December 31, 2018, we completed the sales of substantially all of our oil and gas properties. As a result, oil sales volumes have significantly declined in 2018 and 2017, compared to 2016.

Production and Delivery Costs

Consolidated production and delivery costs totaled \$11.7 billion in 2018 , \$10.3 billion in 2017 and \$10.7 billion in 2016 . Higher production and delivery costs in 2018, compared to 2017, primarily reflected higher mining and milling costs in North America and South America and higher copper purchases at our rod and refining operations. Lower production and delivery costs in 2017, compared to 2016, primarily reflected lower costs related to our oil and gas operations because of the sale of substantially all of our oil and gas properties in late 2016.

The year 2018 included net charges at PT-FI totaling \$223 million (refer to the "Summary Financial Data" table above for a summary of these charges) and charges at Cerro Verde totaling \$69 million related to its new three-year CLA.

The year 2017 included charges totaling \$203 million associated with disputed royalties at Cerro Verde for prior years and \$120 million associated with workforce reductions at PT-FI.

The year 2016 included charges totaling \$926 million associated with drillship settlements/idle rig and contract termination costs at U.S. oil and gas operations.

Mining Unit Site Production and Delivery Costs

Site production and delivery costs for our copper mining operations primarily include labor, energy and commodity-based inputs, such as sulphuric acid, reagents, liners, tires and explosives. Consolidated unit site production and delivery costs (before net noncash and other costs) for our copper mines averaged \$1.76 per pound of copper in 2018 , \$1.60 per pound in 2017 and \$1.42 per pound in 2016 . Higher consolidated unit site production and delivery costs in 2018 , compared with 2017 , primarily reflected higher mining and milling costs at our North America and South America mining operations as well as charges associated with Cerro Verde's new three-year CLA. Higher consolidated unit site production and delivery costs in 2017 , compared with 2016 , primarily reflected lower consolidated copper sales volumes and higher mining, milling and employee costs at our South America mining operations. Refer to "Operations – Unit Net Cash Costs" for further discussion of unit net cash costs associated with our operating divisions, and to "Product Revenues and Production Costs" for reconciliations of per pound costs by operating division to production and delivery costs applicable to sales reported in our consolidated financial statements.

Our copper mining operations require significant amounts of energy, principally diesel, electricity, coal and natural gas, most of which is obtained from third parties under long-term contracts. Energy represented approximately 20 percent of our copper mine site operating costs in 2018 , including purchases of approximately 220 million gallons of diesel fuel; 8,150 gigawatt hours of electricity at our North America and South America copper mining operations (we generate all of our power at our Indonesia mining operation); 740 thousand metric tons of coal for our coal power plant in Indonesia; and 1 million MMBtu (million British thermal units) of natural gas at certain of our North America mines. Based on current cost estimates, energy will approximate 20 percent of our copper mine site operating costs for 2019 .

Depreciation, Depletion and Amortization

Depreciation will vary under the UOP method as a result of changes in sales volumes and the related UOP rates at our mining operations. Consolidated DD&A totaled \$1.75 billion in 2018 , \$1.7 billion in 2017 and \$2.5 billion in 2016 . The year 2018 included \$31 million of depreciation expense at Freeport Cobalt from December 2016 through December 2017 that was suspended while it was classified as held for sale. Lower DD&A in 2017 , compared with 2016 , primarily reflected the impact of the sale of substantially all of our oil and gas properties in late 2016.

Impairment of Oil and Gas Properties

Under full cost accounting rules, we recognized impairment charges totaling \$4.3 billion in 2016 primarily for U.S. oil and gas properties. Refer to Note 1 for further discussion.

Selling, General and Administrative Expenses

Consolidated selling, general and administrative expenses totaled \$443 million in 2018 , \$477 million in 2017 and \$597 million in 2016 . Selling, general and administrative expenses included oil and gas contract termination costs of \$17 million in 2017 and \$85 million for restructuring costs in 2016.

Consolidated selling, general and administrative expenses were net of capitalized general and administrative expenses at our oil and gas operations totaling \$78 million in 2016 ; no such costs were capitalized in subsequent periods.

Mining Exploration and Research Expenses

Consolidated exploration and research expenses for our mining operations totaled \$105 million in 2018 , \$93 million in 2017 and \$63 million in 2016 . Our mining exploration activities are generally associated with our existing mines, focusing on opportunities to expand reserves and resources to support development of additional future production capacity. A drilling program to further delineate the Lone Star resource continues to indicate significant additional mineralization in this district, with higher ore grades than our other North America copper mines. Exploration results continue to indicate opportunities for significant future potential reserve additions in North America and South America. Exploration spending is expected to approximate \$65 million in 2019 .

Environmental Obligations and Shutdown Costs

Environmental obligation costs reflect net revisions to our long-term environmental obligations, which vary from period to period because of changes to environmental laws and regulations, the settlement of environmental matters and/or circumstances affecting our operations that could result in significant changes in our estimates (refer to "Critical Accounting Estimates – Environmental Obligations" for further discussion). Shutdown costs include care-and-maintenance costs and any litigation, remediation or related expenditures associated with closed facilities or operations. Net charges for environmental obligations and shutdown costs totaled \$89 million in 2018 , \$244 million in 2017 and \$14 million in 2016 . Higher costs in 2018 and 2017, compared with 2016, primarily reflect adjustments to environmental obligations resulting from revised cost estimates. Refer to Note 12 for environmental obligations and litigation matters.

Net Gain on Sales of Assets

Net gain on sales of assets totaled \$208 million in 2018 , primarily reflecting gains on sales of assets, adjustments to the carrying value of assets no longer held for sale and fair value adjustments associated with contingent consideration related to the 2016 sale of onshore California oil and gas properties. Relative to 2018, we realized \$50 million in contingent consideration related to the 2016 sale of oil and gas properties, which was received in 2019, and we would receive additional contingent consideration related to this transaction consisting of \$50 million per year for 2019 and 2020 if the price of Brent crude oil averages over \$70 per barrel in each of these calendar years.

Net gain on sales of assets totaled \$81 million in 2017 , primarily associated with oil and gas transactions and adjustments to assets held for sale.

Net gain on sales of assets totaled \$649 million in 2016, primarily related to the gains recognized for the Morenci and Timok transactions, partly offset by estimated losses on assets held for sale. Net gain on sales of assets for the year 2016 also included \$183 million for contingent consideration, including \$150 million associated with the sale of the Deepwater Gulf of Mexico (GOM) oil and gas properties, and \$33 million for the fair value of the potential \$150 million in contingent consideration from the sale of the onshore California oil and gas properties discussed above.

- d. The year 2017 includes net tax credits of \$24 million for changes in valuation allowances and \$21 million associated with alternative minimum tax (AMT) credit carryforwards, which are not related to the AMT credits resulting from U.S. tax reform that are presented separately in the above tables.
- e. Includes a tax credit of \$20 million (\$17 million net of noncontrolling interest) for adjustments to PT-FI's historical tax positions.
- f. The Tax Cuts and Jobs Act (the Act), which was enacted on December 22, 2017, included significant modifications to U.S. tax laws and created many new complex tax provisions. In December 2018, we completed our analysis of the Act and recognized benefits totaling \$123 million (\$119 million net of noncontrolling interest) in 2018 associated with AMT credit refunds. During 2017, we recorded net tax benefits related to specific provisions of the Act totaling \$393 million , reflecting the reversal of valuation allowances associated with anticipated refunds of AMT credits through 2021 (\$272 million) and a decrease in corporate income tax rates (\$121 million).
- g. Refer to Note 12 for a summary of charges related to Cerro Verde's disputed royalties for prior years.
- h. Reflects a tax credit of \$504 million (\$453 million net of noncontrolling interest) resulting from the change in PT-FI's tax rates in accordance with its IUPK.
- i. Includes tax credits of \$357 million associated with AMT credits, changes to valuation allowances and net operating loss carryback claims.
- j. Includes a net tax credit of \$13 million (\$17 million net of noncontrolling interests) related to changes in Peruvian tax rules.
- k. As a result of the impairment to U.S. oil and gas properties, we recorded tax charges to establish valuation allowances against U.S. federal and state deferred tax assets that will not generate a future benefit.

Our consolidated effective income tax rate is a function of the combined effective tax rates for the jurisdictions in which we operate. Accordingly, variations in the relative proportions of jurisdictional income result in fluctuations to our consolidated effective income tax rate. Assuming achievement of current sales volume and cost estimates and average prices of \$2.75 per pound for copper, \$1,300 per ounce for gold and \$12.00 per pound for molybdenum for 2019 , we estimate our consolidated effective tax rate for the year 2019 would approximate 46 percent (comprised of an estimated effective rate of 0 percent on U.S. income, 38 percent on Indonesia income and 40 percent on South America income). Because of our U.S. tax position, we do not record a financial statement impact for income or losses generated in the U.S.; therefore, our consolidated effective rate is generally higher than the international rates at lower copper prices and lower than international rates at higher copper prices.

Refer to Note 11 for further discussion of income taxes.

Net (Loss) Income from Discontinued Operations

In November 2016, we completed the sale of our interest in TFHL. In accordance with accounting guidelines, the results of TFHL have been reported as discontinued operations for all periods presented. Net (loss) income from discontinued operations totaled \$ (15) million in 2018 and \$66 million in 2017 , primarily reflecting adjustments to the estimated fair value of contingent consideration related to the sale of our interest in TFHL, which will continue to be adjusted through December 31, 2019. Net loss from discontinued operations of \$193 million in 2016 primarily reflected the loss on disposal. Refer to Note 2 for further discussion.

Gain on Redemption and Preferred Dividends Attributable to Redeemable Noncontrolling Interest

In connection with the December 2016 sale of the Deepwater GOM oil and gas properties, we settled a preferred stock obligation, which resulted in the recognition of a \$199 million gain on redemption. Refer to Note 2 for further discussion.

OPERATIONS

North America Copper Mines

We operate seven open-pit copper mines in North America – Morenci, Bagdad, Safford, Sierrita and Miami in Arizona, and Chino and Tyrone in New Mexico. All of the North America mining operations are wholly owned, except for Morenci.

We record our undivided joint venture interest in Morenci using the proportionate consolidation method. In May 2016, we completed the sale of an additional 13 percent undivided interest in Morenci. As a result of the transaction, our undivided interest in Morenci was prospectively reduced from 85 percent to 72 percent. Refer to Note 2 for further discussion.

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The North America copper mines include open-pit mining, sulfide ore concentrating, leaching and solution extraction/electrowinning (SX/EW) operations. A majority of the copper produced at our North America copper mines is cast into copper rod by our Rod & Refining segment. The remainder of our North America copper sales is in the form of copper cathode or copper concentrate, a portion of which is shipped to Atlantic Copper (our wholly owned smelter). Molybdenum concentrate, gold and silver are also produced by certain of our North America copper mines .

Operating and Development Activities. We have significant undeveloped reserves and resources in North America and a portfolio of potential long-term development projects. Future investments will be undertaken based on the results of economic and technical feasibility studies, and are dependent on market conditions. We continue to study opportunities to reduce the capital intensity of our potential long-term development projects.

Through exploration drilling, we have identified a significant resource at our wholly owned Lone Star project located near the Safford operation in eastern Arizona. An initial project to develop the Lone Star oxide ores commenced in first-quarter 2018, with first production expected by the end of 2020. Initial production from the Lone Star oxide ores is expected to average approximately 200 million pounds of copper per year. Total capital costs, including mine equipment and pre-production stripping, are expected to approximate \$850 million and will benefit from the utilization of existing infrastructure at the adjacent Safford operation. As of December 31, 2018 , approximately \$290 million has been incurred for this project. The project also advances exposure to a significant sulfide resource. We expect to incorporate recent positive drilling and ongoing results in our future development plans.

Operating Data. Following is summary operating data for the North America copper mines for the years ended December 31:

	2018	2017	2016
Operating Data, Net of Joint Venture Interests			
Copper (millions of recoverable pounds)			
Production	1,404	1,518	1,831
Sales, excluding purchases	1,428	1,484	1,841 ^a
Average realized price per pound	\$ 2.96	\$ 2.85	\$ 2.24
Molybdenum (millions of recoverable pounds)			
Production ^b	32	33	33
100% Operating Data			
Leach operations			
Leach ore placed in stockpiles (metric tons per day)	681,400	679,000	737,400
Average copper ore grade (percent)	0.24	0.28	0.31
Copper production (millions of recoverable pounds)	951	1,016	1,120
Mill operations			
Ore milled (metric tons per day)	301,000	299,500	300,500
Average ore grade (percent):			
Copper	0.35	0.39	0.47
Molybdenum	0.02	0.03	0.03
Copper recovery rate (percent)	87.8	86.4	85.5
Copper production (millions of recoverable pounds)	719	788	958

a. Included approximately 60 million pounds of copper from the 13 percent undivided interest in Morenci that we sold in May 2016.

b. Refer to "Consolidated Results" for our consolidated molybdenum sales volumes, which include sales of molybdenum produced at the North America copper mines.

Copper sales volumes from our North America copper mines totaled 1.4 billion pounds in 2018 , 1.5 billion pounds in 2017 and 1.8 billion pounds in 2016 . The decreases in 2018 and 2017, compared with 2016, primarily reflect lower ore grades.

North America copper sales are estimated to approximate 1.4 billion pounds of copper in 2019 . Refer to "Outlook" for projected molybdenum sales volumes.

Unit Net Cash Costs. Unit net cash costs per pound of copper is a measure intended to provide investors with information about the cash-generating capacity of our mining operations expressed on a basis relating to the primary metal product for our respective operations. We use this measure for the same purpose and for monitoring operating performance by our mining operations. This information differs from measures of performance determined in accordance with U.S. GAAP and should not be considered in isolation or as a substitute for measures of performance determined in accordance with U.S. GAAP. This measure is presented by other metals mining companies, although our measure may not be comparable to similarly titled measures reported by other companies.

Gross Profit per Pound of Copper and Molybdenum

The following tables summarize unit net cash costs and gross profit per pound of copper at our North America copper mines for the three years ended December 31, 2018. Refer to “Product Revenues and Production Costs” for an explanation of the “by-product” and “co-product” methods and a reconciliation of unit net cash costs per pound to production and delivery costs applicable to sales reported in our consolidated financial statements.

	2018			2017		
	By-Product Method	Co-Product Method		By-Product Method	Co-Product Method	
		Copper	Molybdenum ^a		Copper	Molybdenum ^a
Revenues, excluding adjustments	\$ 2.96	\$ 2.96	\$ 11.64	\$ 2.85	\$ 2.85	\$ 7.80
Site production and delivery, before net noncash and other costs shown below	1.94	1.77	9.03	1.63	1.52	5.75
By-product credits	(0.26)	—	—	(0.17)	—	—
Treatment charges	0.11	0.10	—	0.10	0.10	—
Unit net cash costs	1.79	1.87	9.03	1.56	1.62	5.75
DD&A	0.25	0.23	0.73	0.29	0.27	0.54
Noncash and other costs, net	0.07	0.06	0.17	0.06	0.06	0.07
Total unit costs	2.11	2.16	9.93	1.91	1.95	6.36
Revenue adjustments, primarily for pricing on prior period open sales	—	—	—	—	—	—
Gross profit per pound	\$ 0.85	\$ 0.80	\$ 1.71	\$ 0.94	\$ 0.90	\$ 1.44
Copper sales (millions of recoverable pounds)	1,426	1,426		1,481	1,481	
Molybdenum sales (millions of recoverable pounds) ^a			32			33

a. Reflects sales of molybdenum produced by certain of the North America copper mines to our molybdenum sales company at market-based pricing.

Our North America copper mines have varying cost structures because of differences in ore grades and characteristics, processing costs, by-product credits and other factors. During 2018, average unit net cash costs (net of by-product credits) for the North America copper mines ranged from \$1.55 per pound to \$2.63 per pound at the individual mines and averaged \$1.79 per pound. Higher average unit net cash costs (net of by-product credits) of \$1.79 in 2018, compared with \$1.56 per pound in 2017, primarily reflected higher mining and milling costs, partly offset by higher molybdenum credits.

Because certain assets are depreciated on a straight-line basis, North America’s average unit depreciation rate may vary with asset additions and the level of copper production and sales. North America’s average unit depreciation rate is expected to be lower in 2019, compared to 2018, as a result of reserve additions. See “Critical Accounting Estimates-Mineral Reserves” for further discussion.

Average unit net cash costs (net of by-product credits) for our North America copper mines are expected to approximate \$1.86 per pound of copper in 2019, based on achievement of current sales volume and cost estimates and assuming an average molybdenum price of \$12.00 per pound. North America’s average unit net cash costs in 2019 would change by approximately \$0.04 per pound for each \$2 per pound change in the average price of molybdenum.

	2017			2016		
	By-Product Method	Co-Product Method		By-Product Method	Co-Product Method	
		Copper	Molybdenum ^a		Copper	Molybdenum ^a
Revenues, excluding adjustments	\$ 2.85	\$ 2.85	\$ 7.80	\$ 2.24	\$ 2.24	\$ 6.34
Site production and delivery, before net noncash and other costs shown below	1.63	1.52	5.75	1.41	1.34	4.91
By-product credits	(0.17)	—	—	(0.12)	—	—
Treatment charges	0.10	0.10	—	0.11	0.10	—
Unit net cash costs	1.56	1.62	5.75	1.40	1.44	4.91
DD&A	0.29	0.27	0.54	0.29	0.27	0.60
Noncash and other costs, net	0.06	0.06	0.07	0.04	0.04	0.06
Total unit costs	1.91	1.95	6.36	1.73	1.75	5.57
Revenue adjustments, primarily for pricing on prior period open sales	—	—	—	—	—	—
Gross profit per pound	\$ 0.94	\$ 0.90	\$ 1.44	\$ 0.51	\$ 0.49	\$ 0.77
Copper sales (millions of recoverable pounds)	1,481	1,481		1,836	1,836	
Molybdenum sales (millions of recoverable pounds) ^a			33			33

a. Reflects sales of molybdenum produced by certain of the North America copper mines to our molybdenum sales company at market-based pricing.

Unit net cash costs (net of by-product credits) for our North America copper mines increased to \$1.56 per pound of copper in 2017, compared with \$1.40 per pound in 2016, primarily reflecting lower copper sales volumes.

South America Mining

We operate two copper mines in South America – Cerro Verde in Peru (in which we own a 53.56 percent interest) and El Abra in Chile (in which we own a 51 percent interest), which are consolidated in our financial statements.

South America mining includes open-pit mining, sulfide ore concentrating, leaching and SX/EW operations. Production from our South America mines is sold as copper concentrate or cathode under long-term contracts. Our South America mines also sell a portion of their copper concentrate production to Atlantic Copper. In addition to copper, the Cerro Verde mine produces molybdenum concentrate and silver.

Operating and Development Activities. Cerro Verde's expanded operations benefit from its large-scale, long-lived reserves and cost efficiencies. Cerro Verde's concentrator facilities have continued to perform well, with average mill throughput rates of 387,600 metric tons of ore per day for the year 2018. During 2018, Cerro Verde received a modified environmental permit allowing it to operate its existing concentrator facilities at rates up to 409,500 metric tons of ore per day.

We continue to evaluate a large-scale expansion at El Abra to process additional sulfide material and to achieve higher recoveries. El Abra's large sulfide resource could potentially support a major mill project similar to facilities constructed at Cerro Verde. Technical and economic studies are being advanced to determine the optimal scope and timing of the project.

Operating Data. Following is summary operating data for our South America mining operations for the years ended December 31.

	2018	2017	2016
Copper (millions of recoverable pounds)			
Production	1,249	1,235	1,328
Sales	1,253	1,235	1,332
Average realized price per pound	\$ 2.87	\$ 2.97	\$ 2.31
Molybdenum (millions of recoverable pounds)			
Production ^a	28	27	21
<u>Leach operations</u>			
Leach ore placed in stockpiles (metric tons per day)	195,200	142,800	149,100
Average copper ore grade (percent)	0.33	0.37	0.41
Copper production (millions of recoverable pounds)	287	255	328
<u>Mill operations</u>			
Ore milled (metric tons per day)	387,600	360,100	353,400
Average ore grade (percent):			
Copper	0.38	0.44	0.43
Molybdenum	0.01	0.02	0.02
Copper recovery rate (percent)	84.3	81.2	85.8
Copper production (millions of recoverable pounds)	962	980	1,000

a. Refer to “Consolidated Results” for our consolidated molybdenum sales volumes, which include sales of molybdenum produced at Cerro Verde.

Consolidated copper sales volumes from South America of 1.25 billion pounds in 2018 were approximately 1 percent higher than 1.24 billion pounds in 2017 , primarily reflecting higher mining and milling rates, partly offset by lower ore grades.

Lower consolidated copper sales volumes from South America of 1.24 billion pounds in 2017 , compared with 1.33 billion pounds in 2016 , primarily reflected lower recovery rates at Cerro Verde and lower ore grades at El Abra.

Copper sales from South America mines are expected to approximate 1.3 billion pounds of copper in 2019 . Refer to “Outlook” for projected molybdenum sales volumes. Since late January 2019, our El Abra operation has experienced heavy rainfall and electrical storms, resulting in a suspension of operations since February 4, 2019. We have been unable to assess damages because of poor road conditions and inaccessible areas and we do not currently know when normal operations will resume. We estimate the impact on 2019 production will approximate 8 million pounds of copper through mid-February 2019, and additional impacts of approximately 600 thousand pounds of copper per day are expected until normal operations resume.

Unit Net Cash Costs. Unit net cash costs per pound of copper is a measure intended to provide investors with information about the cash-generating capacity of our mining operations expressed on a basis relating to the primary metal product for our respective operations. We use this measure for the same purpose and for monitoring operating performance by our mining operations. This information differs from measures of performance determined in accordance with U.S. GAAP and should not be considered in isolation or as a substitute for measures of performance determined in accordance with U.S. GAAP. This measure is presented by other metals mining companies, although our measure may not be comparable to similarly titled measures reported by other companies.

Gross Profit per Pound of Copper

The following tables summarize unit net cash costs and gross profit per pound of copper at our South America mining operations for the three years ended December 31, 2018. Unit net cash costs per pound of copper are reflected under the by-product and co-product methods as the South America mining operations also had sales of molybdenum and silver. Refer to “Product Revenues and Production Costs” for an explanation of the “by-product” and “co-product” methods and a reconciliation of unit net cash costs per pound to production and delivery costs applicable to sales reported in our consolidated financial statements.

	2018		2017		2016	
	By-Product Method	Co-Product Method	By-Product Method	Co-Product Method	By-Product Method	Co-Product Method
Revenues, excluding adjustments	\$ 2.87	\$ 2.87	\$ 2.97	\$ 2.97	\$ 2.31	\$ 2.31
Site production and delivery, before net noncash and other costs shown below	1.79 ^a	1.65	1.59	1.49	1.26	1.20
By-product credits	(0.24)	—	(0.18)	—	(0.10)	—
Treatment charges	0.19	0.19	0.22	0.22	0.24	0.24
Royalty on metals	0.01	0.01	0.01	0.01	0.01	—
Unit net cash costs	1.75	1.85	1.64	1.72	1.41	1.44
DD&A	0.44	0.40	0.43	0.39	0.41	0.39
Noncash and other costs, net	0.06 ^b	0.06	0.19 ^b	0.18	0.03	0.03
Total unit costs	2.25	2.31	2.26	2.29	1.85	1.86
Revenue adjustments, primarily for pricing on prior period open sales	(0.03)	(0.03)	0.03	0.03	0.01	0.01
Gross profit per pound	\$ 0.59	\$ 0.53	\$ 0.74	\$ 0.71	\$ 0.47	\$ 0.46
Copper sales (millions of recoverable pounds)	1,253	1,253	1,235	1,235	1,332	1,332

a. Includes \$0.06 per pound of copper for the year 2018 associated with charges for Cerro Verde's new three-year CLA.

b. Includes charges totaling \$0.01 per pound of copper for the year 2018 and \$0.16 per pound of copper for the year 2017, associated with disputed Cerro Verde royalties for prior years (refer to Note 12 for further discussion).

During 2018, unit net cash costs (net of by-product credits) for the South America mines averaged \$1.75 per pound, including \$1.67 per pound of copper for the Cerro Verde mine and \$2.13 per pound for the El Abra mine. Higher average unit net cash costs (net of by-product credits) for our South America mining operations in 2018, compared with \$1.64 per pound in 2017, primarily reflected higher mining and milling costs and costs associated with Cerro Verde's new three-year CLA, partly offset by higher by-product credits.

Unit net cash costs (net of by-product credits) for our South America mining operations increased to \$1.64 per pound of copper in 2017, compared with \$1.41 per pound in 2016, primarily reflecting lower sales volumes and higher mining, milling and employee costs at Cerro Verde, partly offset by higher by-product credits.

Revenues from Cerro Verde's concentrate sales are recorded net of treatment charges, which will vary with Cerro Verde's sales volumes and the price of copper.

Because certain assets are depreciated on a straight-line basis, South America's unit depreciation rate may vary with asset additions and the level of copper production and sales. South America's average unit depreciation rate is expected to be lower in 2019, compared to 2018, as a result of reserve additions. See "Critical Accounting Estimates-Mineral Reserves" for further discussion.

Revenue adjustments primarily result from changes in prices on provisionally priced copper sales recognized in prior periods. Refer to "Consolidated Results - Revenues" for further discussion of adjustments to prior period provisionally priced copper sales.

Average unit net cash costs (net of by-product credits) for our South America mining operations are expected to approximate \$1.66 per pound of copper in 2019, based on current sales volume and cost estimates and assuming average prices of \$12.00 per pound of molybdenum in 2019.

Indonesia Mining

We operate PT-FI's mining operations, in which we own a 48.76 percent interest and consolidate in our financial statements. PT-FI's assets include one of the world's largest copper and gold deposits at the Grasberg minerals district in Papua, Indonesia. PT-FI produces copper concentrate that contains significant quantities of gold and silver.

Substantially all of PT-FI's copper concentrate is sold under long-term contracts, and in 2018, approximately 38 percent of PT-FI's copper concentrate was sold to PT Smelting (PT-FI's 25 percent-owned smelter and refinery in Gresik, Indonesia).

Regulatory Matters. On December 21, 2018, we completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership. We expect our share of future cash flows of the expanded PT-FI asset base, combined with the cash proceeds received in the transaction, to be comparable to our share of anticipated future cash flows under PT-FI's former COW and Rio Tinto Joint Venture.

In connection with the transaction, a 40 percent share ownership in PT-FI was issued to PT Inalum and PTI (which is expected to be owned by PT Inalum and the provincial/regional government in Papua) and the Rio Tinto Joint Venture interests were effectively merged into PT-FI. As a result, PT Inalum's and PTI's collective share ownership of PT-FI totals 51.24 percent and our share ownership is 48.76 percent. The arrangements provide for us and the other pre-transaction PT-FI shareholders to retain the economics of the revenue and cost sharing arrangements under the former Rio Tinto Joint Venture. As a result, our economic interest in PT-FI is expected to approximate 81 percent from 2019 through 2022.

We, PT-FI, PTI and PT Inalum also entered into a shareholders agreement at closing, which includes provisions related to the governance and management of PT-FI, and establishes our control over the management of PT-FI's operations. As a result, we continue to consolidate PT-FI in our financial statements.

Refer to Note 2 for further discussion of the transaction.

Concurrent with closing the transaction, the Indonesian government granted PT-FI an IUPK to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has been granted an extension of mining rights through 2031, with rights to extend mining rights through 2041, subject to PT-FI completing the construction of a new smelter in Indonesia within five years of closing the transaction and fulfilling its defined fiscal obligations to the Indonesian government. The IUPK, and related documentation, contains legal and fiscal terms and is legally enforceable through 2041. In addition, we, as a foreign investor, have rights to resolve investment disputes with the Indonesian government through international arbitration. Refer to Note 13 for further discussion of PT-FI's IUPK.

Refer to "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018, for further discussion of risks associated with our mining operations in Indonesia.

Operating and Development Activities. PT-FI is currently mining the final phase of the Grasberg open pit and expects to transition to the Grasberg Block Cave (GBC) underground mine in the first half of 2019.

PT-FI continues to advance several projects in the Grasberg minerals district related to the development of its large-scale, long-lived, high-grade underground ore bodies. In aggregate, these underground ore bodies are expected to produce large-scale quantities of copper and gold following the transition from the Grasberg open pit.

PT-FI's estimated annual capital spending on underground mine development projects is expected to average \$0.7 billion per year over the next four years, net of scheduled contributions from PT Inalum. In accordance with applicable accounting guidance, aggregate costs (before scheduled contributions from PT Inalum), which are expected to average \$0.9 billion per year through 2022, will be reflected as an investing activity in FCX's cash flow statement, and contributions from PT Inalum, which are expected to average approximately \$0.17 billion per year through 2022, will be reflected as a financing activity. Considering the long-term nature and size of these projects, actual costs could vary from these estimates.

PT-FI has also committed to construct a new smelter in Indonesia by December 21, 2023. PT-FI has reviewed various process technologies and is initiating front-end engineering and design for the selected technology and intends to pursue financing, commercial and potential partner arrangements for this project, which has a preliminary estimated capital cost in the \$3 billion range. The economics of PT-FI's share of the new smelter will be borne by PT-FI's shareholders according to their respective long-term share ownership percentages.

The following provides additional information on the continued development of the Common Infrastructure project, the GBC underground mine and the Deep Mill Level Zone (DMLZ) ore body that lies below the Deep Ore Zone (DOZ) underground mine.

Common Infrastructure and GBC Underground Mine. In 2004, PT-FI commenced its Common Infrastructure project to provide access to its large undeveloped underground ore bodies located in the Grasberg minerals district through a tunnel system located approximately 400 meters deeper than its existing underground tunnel system. In addition

to providing access to our underground ore bodies, the tunnel system will enable PT-FI to conduct future exploration in prospective areas associated with currently identified ore bodies. The tunnel system was completed to the Big Gossan terminal and development of the GBC and DMLZ underground mines is advancing using the Common Infrastructure project tunnels as access.

The GBC underground mine accounts for approximately half of our recoverable proven and probable reserves in Indonesia. Substantial progress has been made to prepare for the transition to mining of the GBC underground mine. First undercut blasting occurred in September 2018, first drawbell blasting occurred in December 2018 and cave production is scheduled for the first half of 2019. All underground mining levels and the ore flow system are being commissioned. Production rates over the next five years are expected to ramp up to 130,000 metric tons per day.

Mine development capital for the GBC underground mine and associated Common Infrastructure is expected to approximate \$6.8 billion, including \$3.9 billion incurred through December 31, 2018 (\$0.6 billion during 2018).

DMLZ. The DMLZ ore body lies below the DOZ mine at the 2,590-meter elevation and represents the downward continuation of mineralization in the Ertsberg East Skarn system and neighboring Ertsberg porphyry. In September 2015, PT-FI initiated pre-commercial production that represented ore extracted during the development phase for the purpose of obtaining access to the ore body. During third-quarter 2018, PT-FI commenced hydraulic fracturing activities to manage rock stresses and pre-condition the DMLZ underground mine for large-scale production following mining induced seismic activity experienced in 2017 and 2018. Results to date have been effective in managing rock stresses and pre-conditioning the cave. PT-FI expects to commence the ramp-up of production in the DMLZ underground mine by mid-2019 and to reach full production rates of 80,000 metric tons per day in 2022. Estimates of timing of future production continue to be reviewed and may be modified as additional information becomes available.

Mine development capital costs for the DMLZ underground mine are expected to approximate \$3.3 billion, including \$2.5 billion incurred through December 31, 2018 (approximately \$0.4 billion during 2018).

Operating Data. Following is summary operating data for our Indonesia mining operations for the years ended December 31.

	2018	2017	2016
Operating Data, Net of Rio Tinto Joint Venture Interest ^a			
Copper (millions of recoverable pounds)			
Production	1,160	984	1,063
Sales	1,130	981	1,054
Average realized price per pound	\$ 2.89	\$ 3.00	\$ 2.32
Gold (thousands of recoverable ounces)			
Production	2,416	1,554	1,061
Sales	2,366	1,540	1,054
Average realized price per ounce	\$ 1,254	\$ 1,268	\$ 1,237
100% Operating Data			
Ore milled (metric tons per day): ^b			
Grasberg open pit	133,300	101,800	119,700
DOZ underground mine	33,800	31,200	38,000
DMLZ underground mine	3,200	3,200	4,400
GBC underground mine	4,000	3,600	2,700
Big Gossan underground mine	3,800	600	900
Total	<u>178,100</u>	<u>140,400</u>	<u>165,700</u>
Average ore grade:			
Copper (percent)	0.98	1.01	0.91
Gold (grams per metric ton)	1.58	1.15	0.68
Recovery rates (percent):			
Copper	91.8	91.6	91.0
Gold	84.7	85.0	82.2
Production (recoverable):			
Copper (millions of pounds)	1,227	996	1,063
Gold (thousands of ounces)	2,697	1,554	1,061

a. Operating data through December 21, 2018, is net of the former Rio Tinto Joint Venture interest. Refer to Note 2 for further discussion.

b. Amounts represent the approximate average daily throughput processed at PT-FI's mill facilities from each producing mine and from development activities that result in metal production.

Higher copper and gold sales volumes from our Indonesia mining operations of 1.1 billion pounds of copper and 2.4 million ounces of gold in 2018 , compared with 1.0 billion pounds of copper and 1.5 million ounces of gold in 2017 , primarily reflected higher milling rates and gold ore grades.

Sales volumes from our Indonesia mining operations totaled 1.0 billion pounds of copper and 1.5 million ounces of gold in 2017 , compared with 1.1 billion pounds of copper and 1.1 million ounces of gold in 2016 . Lower copper sales volumes in 2017 primarily reflected the impact of regulatory restrictions on PT-FI's concentrate exports at the beginning of 2017, partly offset by higher copper ore grades. Higher gold sales volumes in 2017 primarily reflected higher gold ore grades.

As PT-FI transitions mining from the open pit to underground, production is expected to be significantly lower in 2019 and 2020, compared to 2018. Metal production is expected to improve significantly by 2021 following a ramp-up period. Consolidated sales volumes from Indonesia mining are expected to approximate 615 million pounds of copper and 785 thousand ounces of gold in 2019 . Indonesia mining's projected sales volumes and unit net cash costs for the year 2019 are dependent on a number of factors, including operational performance, timing of shipments, workforce productivity and the Indonesian government's extension of PT-FI's export license. PT-FI has applied for a one-year extension of its export license, which currently expires on February 16, 2019.

Unit Net Cash Costs. Unit net cash costs per pound of copper is a measure intended to provide investors with information about the cash-generating capacity of our mining operations expressed on a basis relating to the

primary metal product for our respective operations. We use this measure for the same purpose and for monitoring operating performance by our mining operations. This information differs from measures of performance determined in accordance with U.S. GAAP and should not be considered in isolation or as a substitute for measures of performance determined in accordance with U.S. GAAP. This measure is presented by other metal mining companies, although our measure may not be comparable to similarly titled measures reported by other companies.

Gross Profit per Pound of Copper and per Ounce of Gold

The following tables summarize the unit net cash (credits) costs and gross profit per pound of copper and per ounce of gold at our Indonesia mining operations for the three years ended December 31, 2018. Refer to “Product Revenues and Production Costs” for an explanation of “by-product” and “co-product” methods and a reconciliation of unit net cash (credits) costs per pound to production and delivery costs applicable to sales reported in our consolidated financial statements.

	2018			2017		
	By-Product Method	Co-Product Method		By-Product Method	Co-Product Method	
		Copper	Gold		Copper	Gold
Revenues, excluding adjustments	\$ 2.89	\$ 2.89	\$ 1,254	\$ 3.00	\$ 3.00	\$ 1,268
Site production and delivery, before net noncash and other costs shown below	1.48	0.77	335	1.57	0.94	396
Gold and silver credits	(2.69)	—	—	(2.05)	—	—
Treatment charges	0.26	0.14	59	0.27	0.16	67
Export duties	0.16	0.08	36	0.12	0.07	30
Royalty on metals	0.21	0.11	48	0.17	0.10	47
Unit net cash (credits) costs	(0.58)	1.10	478	0.08	1.27	540
DD&A	0.54	0.28	121	0.57	0.34	142
Noncash and other costs, net	0.21 ^a	0.11	48	0.17 ^b	0.10	42
Total unit costs	0.17	1.49	647	0.82	1.71	724
Revenue adjustments, primarily for pricing on prior period open sales	(0.03)	(0.03)	7	0.04	0.04	6
PT Smelting intercompany profit (loss)	0.04	0.03	12	(0.02)	(0.01)	(7)
Gross profit per pound/ounce	\$ 2.73	\$ 1.40	\$ 626	\$ 2.20	\$ 1.32	\$ 543
Copper sales (millions of recoverable pounds)	1,130	1,130		981	981	
Gold sales (thousands of recoverable ounces)			2,366			1,540

a. Includes \$0.20 per pound of copper primarily associated with PT-FI net charges (refer to “Consolidated Results” for a summary of these charges).

b. Includes \$0.12 per pound of copper of costs charged directly to production and delivery costs as a result of workforce reductions.

A significant portion of PT-FI’s costs are fixed, and unit costs vary depending on volumes and other factors. As a result of higher gold and silver credits and sales volumes, Indonesia had unit net cash (credits) costs (including gold and silver credits) of \$(0.58) per pound of copper in 2018, compared with \$0.08 per pound in 2017.

Treatment charges vary with the volume of metals sold and the price of copper, and royalties vary with the volume of metals sold and the prices of copper and gold.

PT-FI’s export duties totaled \$180 million in 2018, \$115 million in 2017 and \$96 million in 2016, and PT-FI’s royalties totaled \$238 million in 2018, \$173 million in 2017 and \$131 million in 2016. Refer to Note 13 for further discussion of PT-FI’s export duties and royalties.

Revenue adjustments primarily result from changes in prices on provisionally priced copper sales recognized in prior periods. Refer to “Consolidated Results - Revenues” for further discussion of adjustments to prior period provisionally priced copper sales.

PT Smelting intercompany profit (loss) represents the change in the deferral of 25 percent of PT-FI’s profit on sales to PT Smelting. Refer to “Operations - Smelting & Refining” for further discussion.

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Because of the fixed nature of a large portion of Indonesia's costs, unit net cash costs vary from quarter to quarter depending on copper and gold volumes. Assuming an average gold price of \$1,300 per ounce for 2019 and achievement of current sales volume and cost estimates, unit net cash costs (net of gold and silver credits) for Indonesia mining are expected to approximate \$1.55 per pound of copper in 2019. Unit net cash costs are expected to decline significantly following the ramp-up of production. Indonesia mining's unit net cash costs for the year 2019 would change by approximately \$0.06 per pound for each \$50 per ounce change in the average price of gold.

	2017			2016		
	By-Product Method	Co-Product Method		By-Product Method	Co-Product Method	
		Copper	Gold		Copper	Gold
Revenues, excluding adjustments	\$ 3.00	\$ 3.00	\$ 1,268	\$ 2.32	\$ 2.32	\$ 1,237
Site production and delivery, before net noncash and other costs shown below	1.57	0.94	396	1.61	1.04	553
Gold and silver credits	(2.05)	—	—	(1.30)	—	—
Treatment charges	0.27	0.16	67	0.28	0.18	97
Export duties	0.12	0.07	30	0.09	0.06	31
Royalty on metals	0.17	0.10	47	0.13	0.07	47
Unit net cash costs	0.08	1.27	540	0.81	1.35	728
DD&A	0.57	0.34	142	0.36	0.24	125
Noncash and other costs, net	0.17 ^a	0.10	42	0.05	0.03	17
Total unit costs	0.82	1.71	724	1.22	1.62	870
Revenue adjustments, primarily for pricing on prior period open sales	0.04	0.04	6	—	—	16
PT Smelting intercompany loss	(0.02)	(0.01)	(7)	(0.02)	(0.02)	(8)
Gross profit per pound/ounce	\$ 2.20	\$ 1.32	\$ 543	\$ 1.08	\$ 0.68	\$ 375
Copper sales (millions of recoverable pounds)	981	981		1,054	1,054	
Gold sales (thousands of recoverable ounces)			1,540			1,054

a. Includes \$0.12 per pound of copper of costs charged directly to production and delivery costs as a result of workforce reductions.

Unit net cash costs (net of gold and silver credits) for our Indonesia mining operations of \$0.08 per pound of copper in 2017 were lower than unit net cash costs of \$0.81 per pound in 2016, primarily reflecting higher gold and silver credits.

Higher DD&A in 2017, compared with 2016, primarily related to higher amortization of asset retirement costs associated with revised estimates at the end of 2016 for an overburden stockpile. Because certain assets are depreciated on a straight-line basis, PT-FI's unit depreciation rate varies with the level of copper production and sales.

Molybdenum Mines

We have two wholly owned molybdenum mines – the Henderson underground mine and the Climax open-pit mine, both in Colorado. The Henderson and Climax mines produce high-purity, chemical-grade molybdenum concentrate, which is typically further processed into value-added molybdenum chemical products. The majority of the molybdenum concentrate produced at the Henderson and Climax mines, as well as from our North America and South America copper mines, is processed at our own conversion facilities.

Operating and Development Activities. Production from the Molybdenum mines totaled 35 million pounds of molybdenum in 2018, 32 million pounds in 2017 and 26 million pounds in 2016. Refer to "Consolidated Results" for our consolidated molybdenum operating data, which includes sales of molybdenum produced at our Molybdenum mines, and from our North America and South America copper mines, and refer to "Outlook" for projected consolidated molybdenum sales volumes.

Unit Net Cash Costs Per Pound of Molybdenum. Unit net cash costs per pound of molybdenum is a measure intended to provide investors with information about the cash-generating capacity of our mining operations expressed on a basis relating to the primary metal product for our respective operations. We use this measure for the same purpose and for monitoring operating performance by our mining operations. This information differs from measures of performance determined in accordance with U.S. GAAP and should not be considered in isolation or

as a substitute for measures of performance determined in accordance with U.S. GAAP. This measure is presented by other metals mining companies, although our measure may not be comparable to similarly titled measures reported by other companies.

Average unit net cash costs for our molybdenum mines totaled \$8.77 per pound of molybdenum in 2018, \$7.71 per pound in 2017 and \$8.28 per pound in 2016. The increase in the average unit net cash costs for molybdenum in 2018, compared to 2017, primarily reflected higher operating rates and lower ore grades. The decrease in the average unit net cash costs for molybdenum in 2017, compared to 2016, primarily reflected higher sales volumes. Based on current sales volume and cost estimates, average unit net cash costs for the Molybdenum mines are expected to approximate \$8.90 per pound of molybdenum for the year 2019. Refer to "Product Revenues and Production Costs" for a reconciliation of unit net cash costs per pound to production and delivery costs applicable to sales reported in our consolidated financial statements.

Smelting & Refining

We wholly own and operate a smelter in Arizona (Miami smelter), a refinery in Texas (El Paso refinery) and a smelter and refinery in Spain (Atlantic Copper). Additionally, PT-FI owns 25 percent of a smelter and refinery in Gresik, Indonesia (PT Smelting). Treatment charges for smelting and refining copper concentrate consist of a base rate per pound of copper and per ounce of gold and are generally fixed. Treatment charges represent a cost to our mining operations and income to Atlantic Copper and PT Smelting. Thus, higher treatment charges benefit our smelter operations and adversely affect our mining operations. Our North America copper mines are less significantly affected by changes in treatment charges because these operations are largely integrated with our Miami smelter and El Paso refinery. Through this form of downstream integration, we are assured placement of a significant portion of our concentrate production.

Atlantic Copper smelts and refines copper concentrate and markets refined copper and precious metals in slimes. Following is a summary of Atlantic Copper's concentrate purchases from unaffiliated third parties and our copper mining operations for the three years ended December 31, 2018:

	2018	2017	2016
Third parties	77%	67%	77%
North America copper mines	14	18	13
South America mining	5	15	7
Indonesia mining	4	—	3
	100%	100%	100%

PT-FI's contract with PT Smelting provides for PT-FI to supply 100 percent of the copper concentrate requirements (subject to a minimum or maximum treatment charge rate) necessary for PT Smelting to produce 205,000 metric tons of copper annually on a priority basis. PT-FI may also sell copper concentrate to PT Smelting at market rates for quantities in excess of 205,000 metric tons of copper annually. PT-FI supplied 90 percent of PT Smelting's concentrate requirements in 2018, 93 percent in 2017 and 88 percent in 2016. PT Smelting processed 38 percent in 2018, 46 percent in 2017 and 42 percent in 2016 of PT-FI's concentrate production.

PT Smelting produced 258,800 metric tons of copper anode from its smelter and 257,600 metric tons of copper cathode from its refinery in 2018; 245,800 metric tons of copper anode from its smelter and 247,800 metric tons of copper cathode from its refinery in 2017; and 255,700 metric tons of copper anode from its smelter and 241,700 metric tons of copper cathode from its refinery in 2016.

In early 2017, the Indonesian government issued new regulations to address exports of unrefined metals, including copper concentrate and anode slimes, and other matters related to the mining sector. These regulations permit the export of anode slimes, which is necessary for PT Smelting to continue operating. As a result of labor disturbances and a delay in the renewal of its export license for anode slimes, PT Smelting's operations were shut down from mid-January 2017 until early March 2017. PT Smelting has applied for a one-year extension of its anode slimes export license, which currently expires February 26, 2019.

PT Smelting's maintenance turnarounds (which range from two weeks to a month to complete) typically are expected to occur approximately every two years, with short-term maintenance turnarounds in the interim. PT Smelting completed a 25-day maintenance turnaround during 2016, and a 30-day maintenance turnaround during 2018. In addition to its scheduled annual maintenance in November 2018, PT Smelting also experienced downtime in December 2018 caused by unscheduled maintenance at its sole-source oxygen supplier. This resulted in a

temporary shutdown of PT Smelting's operations in December 2018. The next major maintenance turnaround is scheduled for 2020.

We defer recognizing profits on sales from our mining operations to Atlantic Copper and on 25 percent of PT-FI's sales to PT Smelting until final sales to third parties occur. Changes in these deferrals attributable to variability in intercompany volumes resulted in net additions (reductions) to net income attributable to common stock of \$42 million (\$0.03 per share) in 2018 , \$(21) million (\$(0.01) per share) in 2017 and \$(8) million (\$(0.01) per share) in 2016 . Our net deferred profits on our inventories at Atlantic Copper and PT Smelting to be recognized in future periods' net income attributable to common stock totaled \$31 million at December 31, 2018 . Net additions to net income attributable to common stock for fourth-quarter 2018 totaled \$46 million ; based on our current projections, we don't expect any significant adjustments in first-quarter 2019. Quarterly variations in ore grades, the timing of intercompany shipments and changes in product prices will result in variability in our net deferred profits and quarterly earnings.

CAPITAL RESOURCES AND LIQUIDITY

Our consolidated operating cash flows vary with prices realized from copper, gold and molybdenum; our sales volumes; production costs; income taxes; other working capital changes; and other factors. We believe that we have a high-quality portfolio of long-lived copper assets positioned to generate long-term value. We have commenced a project to develop the Lone Star oxide ores near the Safford operation in eastern Arizona, and PT-FI has several projects in the Grasberg minerals district related to the development of its large-scale, long-lived, high-grade underground ore bodies (refer to "Operations - Indonesia Mining" for further discussion of PT-FI's transition mining from the open pit to underground). We are also pursuing other opportunities to enhance net present values, and we continue to advance studies for future development of our copper resources, the timing of which will be dependent on market conditions.

As presented in "Outlook", our projected capital expenditures for 2019 are approximately \$0.6 billion higher than projected operating cash flows. A large portion of the capital expenditures relate to projects that are expected to add significant production and cash flow in future periods, enabling us to generate operating cash flows exceeding capital expenditures in future years. We have cash on hand and the financial flexibility to fund these expenditures and will continue to be disciplined in deploying capital. Subject to future commodity prices for copper, gold and molybdenum, we expect estimated consolidated operating cash flows in 2019 , plus available cash and availability under our credit facility, to be sufficient to fund our budgeted capital expenditures, cash dividends, noncontrolling interest distributions and other cash requirements for the year.

Refer to "Outlook" for further discussion of projected operating cash flows for 2019.

Cash

Following is a summary of the U.S. and international components of consolidated cash and cash equivalents available to the parent company, net of noncontrolling interests' share, taxes and other costs at December 31, 2018 (in billions):

Cash at domestic companies	\$	3.2
Cash at international operations		1.0
Total consolidated cash and cash equivalents		4.2
Noncontrolling interests' share		(0.4)
Cash, net of noncontrolling interests' share	\$	3.8
Withholding taxes and other		— ^a
Net cash available	\$	3.8

a. Rounds to less than \$0.1 billion.

Cash held at our international operations is generally used to support our foreign operations' capital expenditures, operating expenses, debt repayments, working capital and other tax payments, or other cash needs. Management believes that sufficient liquidity is available in the U.S. from cash balances and availability from our revolving credit facility. We have not elected to permanently reinvest earnings from our foreign subsidiaries, and we have recorded deferred tax liabilities for foreign earnings that are available to be repatriated to the U.S. From time to time, our foreign subsidiaries distribute earnings to the U.S. through dividends that are subject to applicable withholding taxes and noncontrolling interests' share.

Debt

At December 31, 2018, consolidated debt totaled \$11.1 billion, with a related weighted-average interest rate of 4.55 percent. We had no borrowings, \$13 million in letters of credit issued and approximately \$3.5 billion available under our revolving credit facility at December 31, 2018. Refer to “Financing Activities” below and Note 8 for further discussion of debt.

Operating Activities

We generated consolidated operating cash flows of \$3.9 billion in 2018 (net of \$0.6 billion in working capital uses and timing of other tax payments), \$4.7 billion in 2017 (including \$0.6 billion in working capital sources and timing of other tax payments) and \$3.7 billion in 2016 (including \$87 million in working capital sources and timing of other tax payments).

Lower operating cash flows for 2018, compared with 2017, primarily reflected an increase in working capital uses mostly because of timing of international income tax payments. Higher operating cash flows for 2017, compared with 2016, primarily reflected the impact of higher copper prices and an increase in working capital sources from income tax refunds and other tax receivable collections, partly offset by increases in inventories.

Investing Activities

Capital Expenditures. Capital expenditures, including capitalized interest, totaled \$2.0 billion in 2018, including \$1.2 billion for major mining projects; \$1.4 billion in 2017, including \$0.9 billion for major mining projects; and \$2.8 billion in 2016, consisting of \$1.6 billion for mining operations (including \$1.2 billion for major projects) and \$1.2 billion for oil and gas operations.

Higher capital expenditures in 2018, compared with 2017, primarily reflected development of Safford’s Lone Star oxide project. Lower capital expenditures in 2017, compared with 2016, primarily reflected a decrease in oil and gas exploration and development activities as a result of the sale of substantially all of our oil and gas properties in late 2016.

Refer to “Outlook” for further discussion of projected capital expenditures for 2019.

Acquisitions and Dispositions. In December 2018, we completed the transaction with the Indonesian government regarding PT-FI’s long-term mining rights and share ownership. In connection with the transaction, PT-FI acquired Rio Tinto’s Joint Venture interests for \$3.5 billion. In addition, we received proceeds of \$350 million for the sale of 100 percent of our interests in PTI and \$107 million from Rio Tinto for its share of the 2018 joint venture cash flows.

In 2016, proceeds, net of closing adjustments, from asset sales totaled \$6.4 billion, primarily associated with the sales of our interest in TFHL; oil and gas properties; an additional 13 percent undivided interest in Morenci; and an interest in the Timok exploration project in Serbia.

Refer to Note 2 for further discussion of acquisitions and dispositions.

Financing Activities

Debt Transactions. Net repayments of debt in 2018 totaled \$2.1 billion, primarily consisting of \$1.4 billion for senior notes due March 2018 and \$454 million for senior notes due in 2022 and 2023.

Net repayments of debt in 2017 totaled \$2.9 billion, primarily for the redemption and repayment of senior notes.

Net repayments of debt in 2016 totaled \$3.9 billion, primarily for the repayment of an unsecured bank term loan and payments on the Cerro Verde credit facility.

Refer to Note 8 for further discussion of debt transactions.

Equity Transactions. In December 2018, an aggregate 40 percent share ownership in PT-FI was issued to PT Inalum and PTI, for \$3.5 billion. See Note 2 for further discussion.

In 2016, net proceeds from the sale of common stock totaled \$1.5 billion, reflecting sales of our common stock under registered at-the-market equity offerings. Refer to Note 10 for further discussion of equity transactions.

Dividends. In February 2018, the Board reinstated a cash dividend on our common stock. We paid dividends on our common stock totaling \$218 million in 2018. On December 19, 2018, we declared a quarterly cash dividend of \$0.05 per share on our common stock, which was paid on February 1, 2019, to shareholders of record as of January 15, 2019. The declaration of dividends is at the discretion of our Board and will depend upon our financial results, cash requirements, future prospects and other factors deemed relevant by our Board.

Dividends paid on our common stock totaling \$2 million in 2017 and \$6 million in 2016 related to accumulated dividends paid for vested stock-based compensation.

Cash dividends and other distributions paid to noncontrolling interests totaled \$278 million in 2018, \$174 million in 2017 and \$693 million in 2016 (including \$582 million for the redemption of a redeemable noncontrolling interest). These payments will vary based on the operating results and cash requirements of our consolidated subsidiaries.

CONTRACTUAL OBLIGATIONS

We have contractual and other long-term obligations, including debt maturities based on principal amounts, which we expect to fund with available cash, projected operating cash flows, availability under our revolving credit facility or future financing transactions, if necessary. Following is a summary of these various obligations at December 31, 2018 (in millions):

	Total	2019	2020 to 2021	2022 to 2023	Thereafter
Debt maturities	\$ 11,152	\$ 17	\$ 2,124	\$ 5,074	\$ 3,937
Scheduled interest payment obligations ^a	4,867	508	969	661	2,729
ARO and environmental obligations ^b	8,069	449	809	532	6,279
Take-or-pay contracts ^c	2,920	2,144	381	94	301
Operating lease obligations	365	53	80	61	171
Total ^d	\$ 27,373	\$ 3,171	\$ 4,363	\$ 6,422	\$ 13,417

- Scheduled interest payment obligations were calculated using stated coupon rates for fixed-rate debt and interest rates applicable at December 31, 2018, for variable-rate debt.
- Represents estimated cash payments, on an undiscounted and unescalated basis, associated with ARO and environmental activities (including \$476 million for our oil and gas operations). The timing and the amount of these payments could change as a result of changes in regulatory requirements, changes in scope and timing of ARO activities, the settlement of environmental matters and as actual spending occurs. Refer to Note 12 for additional discussion of environmental and ARO matters.
- Represents contractual obligations for purchases of goods or services agreements enforceable and legally binding and that specify all significant terms, and primarily include the procurement of copper concentrate (\$1.5 billion), cobalt (\$0.5 billion), electricity (\$0.4 billion) and transportation services (\$0.3 billion). Some of our take-or-pay contracts are settled based on the prevailing market rate for the service or commodity purchased, and in some cases, the amount of the actual obligation may change over time because of market conditions. Obligations for copper concentrate provide for deliveries of specified volumes to Atlantic Copper at market-based prices. Obligations for cobalt hydroxide intermediate provide for deliveries of specified volumes to Freeport Cobalt at market-based prices. Electricity obligations are primarily for long-term power purchase agreements in North America and contractual minimum demand at the South America mines. Transportation obligations are primarily for South America contracted ocean freight.
- This table excludes certain other obligations in our consolidated balance sheets, such as estimated funding for pension, postretirement and other employee benefit obligations as the funding may vary from year to year based on changes in the fair value of plan assets and actuarial assumptions, commitments and contingencies totaling \$97 million and unrecognized tax benefits totaling \$230 million where the timing of settlement is not determinable, and other less significant amounts. This table also excludes purchase orders for inventory and other goods and services, as purchase orders typically represent authorizations to purchase rather than binding agreements.

In addition to our debt maturities and other contractual obligations discussed above, we have other commitments, which we expect to fund with available cash, projected operating cash flows, available credit facilities or future financing transactions, if necessary. These include (i) PT-FI's commitment to provide one percent of its annual revenue for the development of the local people in its area of operations through the Freeport Partnership Fund for Community Development, (ii) Cerro Verde's scheduled installment payments for disputed mining royalty assessments and (iii) other commercial commitments, including standby letters of credit, surety bonds and guarantees. Refer to Notes 12 and 13 for further discussion of these commitments.

CONTINGENCIES

Environmental

The cost of complying with environmental laws is a fundamental and substantial cost of our business. At December 31, 2018, we had \$1.5 billion recorded in our consolidated balance sheet for environmental obligations attributed to CERCLA or analogous state programs and for estimated future costs associated with environmental obligations that are considered probable based on specific facts and circumstances.

We incurred environmental capital expenditures and other environmental costs (including our joint venture partners' shares) to comply with applicable environmental laws and regulations that affect our operations totaling \$0.4 billion in 2018, \$0.5 billion in 2017 and \$0.4 billion in 2016. For 2019, we expect to incur approximately \$0.5 billion of aggregate environmental capital expenditures and other environmental costs. The timing and amount of estimated payments could change as a result of changes in regulatory requirements, changes in scope and timing of reclamation and plug and abandonment activities, the settlement of environmental matters and the rate at which actual spending occurs on continuing matters.

Refer to Note 12 and "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018, for further information about environmental regulation, including significant environmental matters.

Asset Retirement Obligations

We recognize AROs as liabilities when incurred, with the initial measurement at fair value. These obligations, which are initially estimated based on discounted cash flow estimates, are accreted to full value over time through charges to cost of sales. Mine reclamation costs for disturbances are recorded as an ARO and as a related asset retirement cost (ARC) (included in property, plant, equipment and mine development costs) in the period of disturbance. Oil and gas plugging and abandonment costs are recognized as an ARO and as a related ARC (included in oil and gas properties) in the period in which the well is drilled or acquired. For non-operating properties without reserves, changes to the ARO are recorded in earnings. Our cost estimates are reflected on a third-party cost basis and comply with our legal obligation to retire tangible, long-lived assets. At December 31, 2018, we had \$2.5 billion recorded in our consolidated balance sheet for AROs, including \$0.5 billion related to our oil and gas properties. Spending on AROs totaled \$160 million in 2018, \$71 million in 2017 and \$188 million in 2016 (including \$83 million in 2018, \$30 million in 2017 and \$133 million in 2016 for our oil and gas operations). For 2019, we expect to incur approximately \$0.3 billion in aggregate ARO payments (including \$114 million for our oil and gas operations). Refer to Note 12 for further discussion.

Litigation and Other Contingencies

Refer to Notes 2 and 12, and "Legal Proceedings" contained in Part I, Item 3. of our annual report on Form 10-K for the year ended December 31, 2018, for further discussion of contingencies associated with legal proceedings and other matters.

DISCLOSURES ABOUT MARKET RISKS

Commodity Price Risk

Our consolidated revenues from our mining operations include the sale of copper concentrate, copper cathode, copper rod, gold, molybdenum and other metals by our North America and South America mines, the sale of copper concentrate (which also contains significant quantities of gold and silver) by our Indonesia mining operations, the sale of molybdenum in various forms by our molybdenum operations, and the sale of copper cathode, copper anode and gold in anode and slimes by Atlantic Copper. Our financial results will vary with fluctuations in the market prices of the commodities we produce, primarily copper and gold, and to a lesser extent molybdenum and silver. For projected sensitivities of our operating cash flow to changes in commodity prices, refer to "Outlook." World market prices for these commodities have fluctuated historically and are affected by numerous factors beyond our control. Refer to "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018, for further discussion of financial risks associated with fluctuations in the market prices of the commodities we sell.

During 2018, our mined copper was sold 59 percent in concentrate, 21 percent as cathode and 20 percent as rod from North America operations. Substantially all of our copper concentrate and cathode sales contracts provide final copper pricing in a specified future month (generally one to four months from the shipment date) based primarily on quoted LME monthly average copper settlement prices. We receive market prices based on prices in the specified

future period, which results in price fluctuations recorded through revenues until the date of settlement. We record revenues and invoice customers at the time of shipment based on then-current LME prices, which results in an embedded derivative on our provisionally priced concentrate and cathode sales that is adjusted to fair value through earnings each period, using the period-end forward prices, until final pricing on the date of settlement. To the extent final prices are higher or lower than what was recorded on a provisional basis, an increase or decrease to revenues is recorded each reporting period until the date of final pricing. Accordingly, in times of rising copper prices, our revenues benefit from adjustments to the final pricing of provisionally priced sales pursuant to contracts entered into in prior periods; in times of falling copper prices, the opposite occurs.

Following are the (unfavorable) favorable impacts of net adjustments to the prior years' provisionally priced copper sales for the years ended December 31 (in millions, except per share amounts):

	2018	2017	2016
Revenues	\$ (70)	\$ 81	\$ 5
Net income attributable to common stock	\$ (31)	\$ 34	\$ 2
Net income per share attributable to common stock	\$ (0.02)	\$ 0.02	\$ —

At December 31, 2018, we had provisionally priced copper sales at our copper mining operations totaling 308 million pounds of copper (net of intercompany sales and noncontrolling interests) recorded at an average price of \$2.71 per pound, subject to final pricing over the next several months. We estimate that each \$0.05 change in the price realized from the December 31, 2018, provisional price recorded would have an approximate \$10 million effect on 2019 net income attributable to common stock. The LME copper settlement price closed at \$2.79 per pound on January 31, 2019.

Foreign Currency Exchange Risk

The functional currency for most of our operations is the U.S. dollar. Substantially all of our revenues and a significant portion of our costs are denominated in U.S. dollars; however, some costs and certain asset and liability accounts are denominated in local currencies, including the Indonesian rupiah, Australian dollar, Peruvian sol, Chilean peso and euro. We recognized foreign currency translation gains (losses) on balances denominated in foreign currencies totaling \$14 million in 2018, \$(5) million in 2017 and \$32 million in 2016, primarily at our Indonesia and South America mines. Generally, our operating results are positively affected when the U.S. dollar strengthens in relation to those foreign currencies and are adversely affected when the U.S. dollar weakens in relation to those foreign currencies.

Following is a summary of estimated annual payments and the impact of changes in foreign currency rates on our annual operating costs:

	Exchange Rate per \$1 at December 31,			Estimated Annual Payments		10% Change in Exchange Rate (in millions of U.S. dollars) ^a	
	2018	2017	2016	(in local currency)	(in millions of U.S. dollars) ^b	Increase	Decrease
Indonesia							
Rupiah	14,409	13,480	13,369	9.6 trillion	\$ 666	\$ (61)	\$ 74
Australian dollar	1.41	1.28	1.39	311 million	\$ 221	\$ (20)	\$ 25
South America							
Peruvian sol	3.38	3.25	3.36	2.3 billion	\$ 667	\$ (61)	\$ 74
Chilean peso	695	615	670	179 billion	\$ 258	\$ (23)	\$ 29
Atlantic Copper							
Euro	0.87	0.83	0.95	137 million	\$ 157	\$ (14)	\$ 17

a. Reflects the estimated impact on annual operating costs assuming a 10 percent increase or decrease in the exchange rate reported at December 31, 2018.

b. Based on exchange rates at December 31, 2018.

Interest Rate Risk

At December 31, 2018, we had total debt maturities based on principal amounts of \$11.2 billion, of which approximately 10 percent was variable-rate debt with interest rates based on the London Interbank Offered Rate. Refer to "Risk Factors" contained in Part I, Item 1A. of our annual report on Form 10-K for the year ended December 31, 2018. The table below presents average interest rates for our scheduled maturities of principal for

our outstanding debt (excluding fair value adjustments) and the related fair values at December 31, 2018 (in millions, except percentages):

	2019	2020	2021	2022	2023	Thereafter	Fair Value
Fixed-rate debt	\$ 5	\$ 1,004	\$ 614	\$ 1,897	\$ 2,653	\$ 3,812	\$ 9,076
Average interest rate	0.8%	3.1%	3.9%	3.5%	4.7%	5.4%	4.5%
Variable-rate debt	\$ 12	—	\$ 505	\$ 525	—	\$ 125	\$ 1,163
Average interest rate	1.7%	—	4.4%	4.4%	—	6.3%	4.6%

NEW ACCOUNTING STANDARDS

Refer to Note 1 for discussion of recently issued accounting standards and their projected impact on our future financial statements and disclosures.

OFF-BALANCE SHEET ARRANGEMENTS

Refer to Note 13 for discussion of off-balance sheet arrangements.

PRODUCT REVENUES AND PRODUCTION COSTS

Mining Product Revenues and Unit Net Cash Costs

Unit net cash costs per pound of copper and molybdenum are measures intended to provide investors with information about the cash-generating capacity of our mining operations expressed on a basis relating to the primary metal product for the respective operations. We use this measure for the same purpose and for monitoring operating performance by our mining operations. This information differs from measures of performance determined in accordance with U.S. GAAP and should not be considered in isolation or as a substitute for measures of performance determined in accordance with U.S. GAAP. These measures are presented by other metals mining companies, although our measures may not be comparable to similarly titled measures reported by other companies.

We present gross profit per pound of copper in the following tables using both a “by-product” method and a “co-product” method. We use the by-product method in our presentation of gross profit per pound of copper because (i) the majority of our revenues are copper revenues, (ii) we mine ore, which contains copper, gold, molybdenum and other metals, (iii) it is not possible to specifically assign all of our costs to revenues from the copper, gold, molybdenum and other metals we produce, (iv) it is the method used to compare mining operations in certain industry publications and (v) it is the method used by our management and the Board to monitor operations and to compare mining operations in certain industry publications. In the co-product method presentations, shared costs are allocated to the different products based on their relative revenue values, which will vary to the extent our metals sales volumes and realized prices change.

We show revenue adjustments for prior period open sales as separate line items. Because these adjustments do not result from current period sales, these amounts have been reflected separately from revenues on current period sales. Noncash and other costs, which are removed from site production and delivery costs in the calculation of unit net cash costs, consist of items such as stock-based compensation costs, start-up costs, inventory adjustments, long-lived asset impairments, restructuring and/or unusual charges. As discussed above, gold, molybdenum and other metal revenues at copper mines are reflected as credits against site production and delivery costs in the by-product method. The following schedules are presentations under both the by-product and co-product methods together with reconciliations to amounts reported in our consolidated financial statements.

North America Copper Mines Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2018

(In millions)	By-Product	Co-Product Method			Total
	Method	Copper	Molybdenum ^a	Other ^b	
Revenues, excluding adjustments	\$ 4,217	\$ 4,217	\$ 376	\$ 90	\$ 4,683
Site production and delivery, before net noncash and other costs shown below	2,766	2,522	291	52	2,865
By-product credits	(367)	—	—	—	—
Treatment charges	150	144	—	6	150
Net cash costs	2,549	2,666	291	58	3,015
DD&A	359	327	24	8	359
Noncash and other costs, net	94	87	6	1	94
Total costs	3,002	3,080	321	67	3,468
Other revenue adjustments, primarily for pricing on prior period open sales	(5)	(5)	—	—	(5)
Gross profit	\$ 1,210	\$ 1,132	\$ 55	\$ 23	\$ 1,210

Copper sales (millions of recoverable pounds)	1,426	1,426		
Molybdenum sales (millions of recoverable pounds) ^a			32	

Gross profit per pound of copper/molybdenum:

Revenues, excluding adjustments	\$ 2.96	\$ 2.96	\$ 11.64
Site production and delivery, before net noncash and other costs shown below	1.94	1.77	9.03
By-product credits	(0.26)	—	—
Treatment charges	0.11	0.10	—
Unit net cash costs	1.79	1.87	9.03
DD&A	0.25	0.23	0.73
Noncash and other costs, net	0.07	0.06	0.17
Total unit costs	2.11	2.16	9.93
Other revenue adjustments, primarily for pricing on prior period open sales	—	—	—
Gross profit per pound	\$ 0.85	\$ 0.80	\$ 1.71

Reconciliation to Amounts Reported

(In millions)	Revenues	Production and Delivery	DD&A
	Totals presented above	\$ 4,683	\$ 2,865
Treatment charges	(30)	120	—
Noncash and other costs, net	—	94	—
Other revenue adjustments, primarily for pricing on prior period open sales	(5)	—	—
Eliminations and other	46	49	1
North America copper mines	4,694	3,128	360
Other mining ^c	17,060	11,853	1,269
Corporate, other & eliminations	(3,126)	(3,290)	125
As reported in FCX's consolidated financial statements	\$ 18,628	\$ 11,691	\$ 1,754

- Reflects sales of molybdenum produced by certain of the North America copper mines to our molybdenum sales company at market-based pricing.
- Includes gold and silver product revenues and production costs.
- Represents the combined total for our other mining operations as presented in Note 16.

North America Copper Mines Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2017

(In millions)	By-Product	Co-Product Method			Total
	Method	Copper	Molybdenum ^a	Other ^b	
Revenues, excluding adjustments	\$ 4,215	\$ 4,215	\$ 254	\$ 90	\$ 4,559
Site production and delivery, before net noncash and other costs shown below	2,406	2,256	187	51	2,494
By-product credits	(256)	—	—	—	—
Treatment charges	157	150	—	7	157
Net cash costs	2,307	2,406	187	58	2,651
DD&A	423	397	18	8	423
Noncash and other costs, net	89	86	2	1	89
Total costs	2,819	2,889	207	67	3,163
Other revenue adjustments, primarily for pricing on prior period open sales	4	4	—	—	4
Gross profit	\$ 1,400	\$ 1,330	\$ 47	\$ 23	\$ 1,400

Copper sales (millions of recoverable pounds)	1,481	1,481		
Molybdenum sales (millions of recoverable pounds) ^a			33	

Gross profit per pound of copper/molybdenum:

Revenues, excluding adjustments	\$ 2.85	\$ 2.85	\$ 7.80
Site production and delivery, before net noncash and other costs shown below	1.63	1.52	5.75
By-product credits	(0.17)	—	—
Treatment charges	0.10	0.10	—
Unit net cash costs	1.56	1.62	5.75
DD&A	0.29	0.27	0.54
Noncash and other costs, net	0.06	0.06	0.07
Total unit costs	1.91	1.95	6.36
Other revenue adjustments, primarily for pricing on prior period open sales	—	—	—
Gross profit per pound	\$ 0.94	\$ 0.90	\$ 1.44

Reconciliation to Amounts Reported

(In millions)	Revenues	Production	
		and Delivery	DD&A
Totals presented above	\$ 4,559	\$ 2,494	\$ 423
Treatment charges	(52)	105	—
Noncash and other costs, net	—	89	—
Other revenue adjustments, primarily for pricing on prior period open sales	4	—	—
Eliminations and other	54	57	2
North America copper mines	4,565	2,745	425
Other mining ^c	14,921	10,639	1,195
Corporate, other & eliminations	(3,083)	(3,118)	94
As reported in FCX's consolidated financial statements	\$ 16,403	\$ 10,266	\$ 1,714

- Reflects sales of molybdenum produced by certain of the North America copper mines to our molybdenum sales company at market-based pricing.
- Includes gold and silver product revenues and production costs.
- Represents the combined total for our other mining operations as presented in Note 16 .

North America Copper Mines Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2016

(In millions)	By-Product	Co-Product Method			Total
	Method	Copper	Molybdenum ^a	Other ^b	
Revenues, excluding adjustments	\$ 4,113	\$ 4,113	\$ 213	\$ 94	\$ 4,420
Site production and delivery, before net noncash and other costs shown below	2,596	2,458	165	58	2,681
By-product credits	(222)	—	—	—	—
Treatment charges	193	185	—	8	193
Net cash costs	2,567	2,643	165	66	2,874
DD&A	527	496	20	11	527
Noncash and other costs, net	85	83	2	—	85
Total costs	3,179	3,222	187	77	3,486
Other revenue adjustments, primarily for pricing on prior period open sales	(1)	(1)	—	—	(1)
Gross profit	\$ 933	\$ 890	\$ 26	\$ 17	\$ 933

Copper sales (millions of recoverable pounds)	1,836	1,836		
Molybdenum sales (millions of recoverable pounds) ^a			33	

Gross profit per pound of copper/molybdenum:

Revenues, excluding adjustments	\$ 2.24	\$ 2.24	\$ 6.34
Site production and delivery, before net noncash and other costs shown below	1.41	1.34	4.91
By-product credits	(0.12)	—	—
Treatment charges	0.11	0.10	—
Unit net cash costs	1.40	1.44	4.91
DD&A	0.29	0.27	0.60
Noncash and other costs, net	0.04	0.04	0.06
Total unit costs	1.73	1.75	5.57
Other revenue adjustments, primarily for pricing on prior period open sales	—	—	—
Gross profit per pound	\$ 0.51	\$ 0.49	\$ 0.77

Reconciliation to Amounts Reported

(In millions)	Revenues	Production and Delivery	DD&A
	Totals presented above	\$ 4,420	\$ 2,681
Treatment charges	(90)	103	—
Noncash and other costs, net	—	85	—
Other revenue adjustments, primarily for pricing on prior period open sales	(1)	—	—
Eliminations and other	45	45	3
North America copper mines	4,374	2,914	530
Other mining ^c	12,111	9,290	1,044
Corporate, other & eliminations	(1,655)	(1,517)	956
As reported in FCX's consolidated financial statements	\$ 14,830	\$ 10,687	\$ 2,530

a. Reflects sales of molybdenum produced by certain of the North America copper mines to our molybdenum sales company at market-based pricing.

b. Includes gold and silver product revenues and production costs.

c. Represents the combined total for our other mining operations as presented in Note 16.

South America Mining Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2018

(In millions)	By-Product	Co-Product Method		
	Method	Copper	Other ^a	Total
Revenues, excluding adjustments	\$ 3,593	\$ 3,593	\$ 352	\$ 3,945
Site production and delivery, before net noncash				
and other costs shown below	2,244 ^b	2,065	226	2,291
By-product credits	(305)	—	—	—
Treatment charges	243	243	—	243
Royalty on metals	8	7	1	8
Net cash costs	2,190	2,315	227	2,542
DD&A	546	499	47	546
Noncash and other costs, net	79 ^c	75	4	79
Total costs	2,815	2,889	278	3,167
Other revenue adjustments, primarily for pricing on prior period open sales	(37)	(37)	—	(37)
Gross profit	\$ 741	\$ 667	\$ 74	\$ 741

Copper sales (millions of recoverable pounds)	1,253	1,253
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Gross profit per pound of copper:

Revenues, excluding adjustments	\$ 2.87	\$ 2.87
Site production and delivery, before net noncash		
and other costs shown below	1.79 ^b	1.65
By-product credits	(0.24)	—
Treatment charges	0.19	0.19
Royalty on metals	0.01	0.01
Unit net cash costs	1.75	1.85
DD&A	0.44	0.40
Noncash and other costs, net	0.06 ^c	0.06
Total unit costs	2.25	2.31
Other revenue adjustments, primarily for pricing on prior period open sales	(0.03)	(0.03)
Gross profit per pound	\$ 0.59	\$ 0.53

Reconciliation to Amounts Reported

(In millions)

	Revenues	Production and Delivery	DD&A
Totals presented above	\$ 3,945	\$ 2,291	\$ 546
Treatment charges	(243)	—	—
Royalty on metals	(8)	—	—
Noncash and other costs, net	—	79	—
Other revenue adjustments, primarily for pricing on prior period open sales	(37)	—	—
Eliminations and other	(2)	(5)	—
South America mining	3,655	2,365	546
Other mining ^d	18,099	12,616	1,083
Corporate, other & eliminations	(3,126)	(3,290)	125
As reported in FCX's consolidated financial statements	\$ 18,628	\$ 11,691	\$ 1,754

a. Includes silver sales of 4.5 million ounces (\$15.20 per ounce average realized price). Also reflects sales of molybdenum produced by Cerro Verde to our molybdenum sales company at market-based pricing.

b. Includes charges totaling \$69 million (\$0.06 per pound of copper) for Cerro Verde's three-year CLA.

c. Includes charges totaling \$14 million (\$0.01 per pound of copper) at Cerro Verde associated with disputed royalties for prior years.

d. Represents the combined total for our other mining operations as presented in Note 16 .

South America Mining Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2017

(In millions)	By-Product	Co-Product Method		
	Method	Copper	Other ^a	Total
Revenues, excluding adjustments	\$ 3,668	\$ 3,668	\$ 267	\$ 3,935
Site production and delivery, before net noncash and other costs shown below	1,960	1,838	171	2,009
By-product credits	(218)	—	—	—
Treatment charges	272	272	—	272
Royalty on metals	8	7	1	8
Net cash costs	2,022	2,117	172	2,289
DD&A	525	489	36	525
Noncash and other costs, net	241 ^b	224	17	241
Total costs	2,788	2,830	225	3,055
Other revenue adjustments, primarily for pricing on prior period open sales	41	41	—	41
Gross profit	\$ 921	\$ 879	\$ 42	\$ 921

Copper sales (millions of recoverable pounds)	1,235	1,235
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Gross profit per pound of copper:

Revenues, excluding adjustments	\$ 2.97	\$ 2.97
Site production and delivery, before net noncash and other costs shown below	1.59	1.49
By-product credits	(0.18)	—
Treatment charges	0.22	0.22
Royalty on metals	0.01	0.01
Unit net cash costs	1.64	1.72
DD&A	0.43	0.39
Noncash and other costs, net	0.19 ^b	0.18
Total unit costs	2.26	2.29
Other revenue adjustments, primarily for pricing on prior period open sales	0.03	0.03
Gross profit per pound	\$ 0.74	\$ 0.71

Reconciliation to Amounts Reported

(In millions)

	Revenues	Production and Delivery	DD&A
Totals presented above	\$ 3,935	\$ 2,009	\$ 525
Treatment charges	(272)	—	—
Royalty on metals	(8)	—	—
Noncash and other costs, net	—	241	—
Other revenue adjustments, primarily for pricing on prior period open sales	41	—	—
Eliminations and other	(2)	(6)	—
South America mining	3,694	2,244	525
Other mining ^c	15,792	11,140	1,095
Corporate, other & eliminations	(3,083)	(3,118)	94
As reported in FCX's consolidated financial statements	\$ 16,403	\$ 10,266	\$ 1,714

a. Includes silver sales of 3.8 million ounces (\$16.74 per ounce average realized price). Also reflects sales of molybdenum produced by Cerro Verde to our molybdenum sales company at market-based pricing.

b. Includes charges totaling \$203 million (\$0.16 per pound of copper) at Cerro Verde associated with disputed royalties for prior years.

c. Represents the combined total for our other mining operations as presented in Note 16 .

South America Mining Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2016

	By-Product	Co-Product Method		
	Method	Copper	Other ^a	Total
Revenues, excluding adjustments	\$ 3,077	\$ 3,077	\$ 176	\$ 3,253
Site production and delivery, before net noncash and other costs shown below	1,681	1,601	120	1,721
By-product credits	(136)	—	—	—
Treatment charges	320	320	—	320
Royalty on metals	7	6	1	7
Net cash costs	1,872	1,927	121	2,048
DD&A	552	523	29	552
Noncash and other costs, net	40	38	2	40
Total costs	2,464	2,488	152	2,640
Revenue adjustments, primarily for pricing on prior period open sales	11	11	—	11
Gross profit	\$ 624	\$ 600	\$ 24	\$ 624

Copper sales (millions of recoverable pounds)

1,332 1,332

Gross profit per pound of copper:

Revenues, excluding adjustments	\$ 2.31	\$ 2.31
Site production and delivery, before net noncash and other costs shown below	1.26	1.20
By-product credits	(0.10)	—
Treatment charges	0.24	0.24
Royalty on metals	0.01	—
Unit net cash costs	1.41	1.44
DD&A	0.41	0.39
Noncash and other costs, net	0.03	0.03
Total unit costs	1.85	1.86
Revenue adjustments, primarily for pricing on prior period open sales	0.01	0.01
Gross profit per pound	\$ 0.47	\$ 0.46

Reconciliation to Amounts Reported

(In millions)

	Revenues	Production and Delivery	DD&A
	Totals presented above	\$ 3,253	\$ 1,721
Treatment charges	(320)	—	—
Royalty on metals	(7)	—	—
Noncash and other costs, net	—	40	—
Revenue adjustments, primarily for pricing on prior period open sales	11	—	—
Eliminations and other	1	(3)	1
South America mining	2,938	1,758	553
Other mining ^b	13,547	10,446	1,021
Corporate, other & eliminations	(1,655)	(1,517)	956
As reported in FCX's consolidated financial statements	\$ 14,830	\$ 10,687	\$ 2,530

a. Includes silver sales of 3.7 million ounces (\$18.05 per ounce average realized price). Also reflects sales of molybdenum produced by Cerro Verde to our molybdenum sales company at market-based pricing.

b. Represents the combined total for all other mining operations as presented in Note 16 .

Indonesia Mining Product Revenues, Production Costs and Unit Net Cash (Credits) Costs

Year Ended December 31, 2018

(In millions)	By-Product	Co-Product Method			Total
	Method	Copper	Gold	Silver ^a	
Revenues, excluding adjustments	\$ 3,264	\$ 3,264	\$ 2,967	\$ 57	\$ 6,288
Site production and delivery, before net noncash and other costs shown below	1,678	871	792	15	1,678
Gold and silver credits	(3,041)	—	—	—	—
Treatment charges	294	153	139	2	294
Export duties	180	93	85	2	180
Royalty on metals	238	122	114	2	238
Net cash (credits) costs	(651)	1,239	1,130	21	2,390
DD&A	606	314	286	6	606
Noncash and other costs, net	242 ^b	126	114	2	242
Total costs	197	1,679	1,530	29	3,238
Other revenue adjustments, primarily for pricing on prior period open sales	(34)	(34)	17	—	(17)
PT Smelting intercompany profit	56	29	27	—	56
Gross profit	\$ 3,089	\$ 1,580	\$ 1,481	\$ 28	\$ 3,089
Copper sales (millions of recoverable pounds)	1,130	1,130			
Gold sales (thousands of recoverable ounces)			2,366		

Gross profit per pound of copper/per ounce of gold:

Revenues, excluding adjustments	\$ 2.89	\$ 2.89	\$ 1,254
Site production and delivery, before net noncash and other costs shown below	1.48	0.77	335
Gold and silver credits	(2.69)	—	—
Treatment charges	0.26	0.14	59
Export duties	0.16	0.08	36
Royalty on metals	0.21	0.11	48
Unit net cash (credits) costs	(0.58)	1.10	478
DD&A	0.54	0.28	121
Noncash and other costs, net	0.21 ^b	0.11	48
Total unit costs	0.17	1.49	647
Other revenue adjustments, primarily for pricing on prior period open sales	(0.03)	(0.03)	7
PT Smelting intercompany profit	0.04	0.03	12
Gross profit per pound/ounce	\$ 2.73	\$ 1.40	\$ 626

Reconciliation to Amounts Reported

(In millions)

	Revenues	Production and Delivery	DD&A
Totals presented above	\$ 6,288	\$ 1,678	\$ 606
Treatment charges	(294)	—	—
Export duties	(180)	—	—
Royalty on metals	(238)	—	—
Noncash and other costs, net	—	242	—
Other revenue adjustments, primarily for pricing on prior period open sales	(17)	—	—
PT Smelting intercompany profit	—	(56)	—
Indonesia mining	5,559	1,864	606
Other mining ^c	16,195	13,117	1,023
Corporate, other & eliminations	(3,126)	(3,290)	125
As reported in FCX's consolidated financial statements	\$ 18,628	\$ 11,691	\$ 1,754

a. Includes silver sales of 3.8 million ounces (\$15.24 per ounce average realized price).

b. Includes net charges of \$223 million (\$0.20 per pound of copper). Refer to "Consolidated Results-Summary Financial Data" for a summary of these charges.

c. Represents the combined total for our other mining operations as presented in Note 16 .

Indonesia Mining Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2017

	By-Product		Co-Product Method		
	Method	Copper	Gold	Silver ^a	Total
Revenues, excluding adjustments	\$ 2,945	\$ 2,945	\$ 1,952	\$ 49	\$ 4,946
Site production and delivery, before net noncash and other costs shown below	1,544	919	609	16	1,544
Gold and silver credits	(2,010)	—	—	—	—
Treatment charges	261	156	103	2	261
Export duties	115	68	46	1	115
Royalty on metals	173	98	73	2	173
Net cash costs	83	1,241	831	21	2,093
DD&A	556	331	220	5	556
Noncash and other costs, net	163 ^b	97	64	2	163
Total costs	802	1,669	1,115	28	2,812
Other revenue adjustments, primarily for pricing on prior period open sales	39	39	9	—	48
PT Smelting intercompany loss	(28)	(17)	(11)	—	(28)
Gross profit	\$ 2,154	\$ 1,298	\$ 835	\$ 21	\$ 2,154
Copper sales (millions of recoverable pounds)	981	981			
Gold sales (thousands of recoverable ounces)			1,540		

Gross profit per pound of copper/per ounce of gold:

Revenues, excluding adjustments	\$ 3.00	\$ 3.00	\$ 1,268
Site production and delivery, before net noncash and other costs shown below	1.57	0.94	396
Gold and silver credits	(2.05)	—	—
Treatment charges	0.27	0.16	67
Export duties	0.12	0.07	30
Royalty on metals	0.17	0.10	47
Unit net cash costs	0.08	1.27	540
DD&A	0.57	0.34	142
Noncash and other costs, net	0.17 ^b	0.10	42
Total unit costs	0.82	1.71	724
Other revenue adjustments, primarily for pricing on prior period open sales	0.04	0.04	6
PT Smelting intercompany loss	(0.02)	(0.01)	(7)
Gross profit per pound/ounce	\$ 2.20	\$ 1.32	\$ 543

Reconciliation to Amounts Reported

(In millions)

	Production		
	Revenues	and Delivery	DD&A
Totals presented above	\$ 4,946	\$ 1,544	\$ 556
Treatment charges	(261)	—	—
Export duties	(115)	—	—
Royalty on metals	(173)	—	—
Noncash and other costs, net	—	163	—
Other revenue adjustments, primarily for pricing on prior period open sales	48	—	—
PT Smelting intercompany loss	—	28	—
Indonesia mining	4,445	1,735	556
Other mining ^c	15,041	11,649	1,064
Corporate, other & eliminations	(3,083)	(3,118)	94
As reported in FCX's consolidated financial statements	\$ 16,403	\$ 10,266	\$ 1,714

a. Includes silver sales of 3.0 million ounces (\$16.56 per ounce average realized price).

b. Includes \$120 million (\$0.12 per pound of copper) of costs charged directly to production and delivery costs as a result of workforce reductions.

c. Represents the combined total for our other mining operations as presented in Note 16 .

Indonesia Mining Product Revenues, Production Costs and Unit Net Cash Costs

Year Ended December 31, 2016

	By-Product		Co-Product Method		
	Method	Copper	Gold	Silver ^a	Total
Revenues, excluding adjustments	\$ 2,448	\$ 2,448	\$ 1,304	\$ 50	\$ 3,802
Site production and delivery, before net noncash and other costs shown below	1,698	1,094	582	22	1,698
Gold and silver credits	(1,371)	—	—	—	—
Treatment charges	297	191	102	4	297
Export duties	96	62	33	1	96
Royalty on metals	131	79	50	2	131
Net cash costs	851	1,426	767	29	2,222
DD&A	384	247	132	5	384
Noncash and other costs, net	51	33	17	1	51
Total costs	1,286	1,706	916	35	2,657
Other revenue adjustments, primarily for pricing on prior period open sales	—	—	17	—	17
PT Smelting intercompany loss	(26)	(17)	(9)	—	(26)
Gross profit	\$ 1,136	\$ 725	\$ 396	\$ 15	\$ 1,136
Copper sales (millions of recoverable pounds)	1,054	1,054			
Gold sales (thousands of recoverable ounces)			1,054		

Gross profit per pound of copper/per ounce of gold:

Revenues, excluding adjustments	\$ 2.32	\$ 2.32	\$ 1,237
Site production and delivery, before net noncash and other costs shown below	1.61	1.04	553
Gold and silver credits	(1.30)	—	—
Treatment charges	0.28	0.18	97
Export duties	0.09	0.06	31
Royalty on metals	0.13	0.07	47
Unit net cash costs	0.81	1.35	728
DD&A	0.36	0.24	125
Noncash and other costs, net	0.05	0.03	17
Total unit costs	1.22	1.62	870
Other revenue adjustments, primarily for pricing on prior period open sales	—	—	16
PT Smelting intercompany loss	(0.02)	(0.02)	(8)
Gross profit per pound/ounce	\$ 1.08	\$ 0.68	\$ 375

Reconciliation to Amounts Reported

(In millions)

	Revenues	Production and Delivery	DD&A
Totals presented above	\$ 3,802	\$ 1,698	\$ 384
Treatment charges	(297)	—	—
Export duties	(96)	—	—
Royalty on metals	(131)	—	—
Noncash and other costs, net	—	51	—
Other revenue adjustments, primarily for pricing on prior period open sales	17	—	—
PT Smelting intercompany loss	—	26	—
Indonesia mining	3,295	1,775	384
Other mining ^b	13,190	10,429	1,190
Corporate, other & eliminations	(1,655)	(1,517)	956
As reported in FCX's consolidated financial statements	\$ 14,830	\$ 10,687	\$ 2,530

a. Includes silver sales of 2.9 million ounces (\$17.09 per ounce average realized price).

b. Represents the combined total for our other mining operations as presented in Note 16 .

Molybdenum Mines Product Revenues, Production Costs and Unit Net Cash Costs

(In millions)	Years Ended December 31,		
	2018	2017	2016
Revenues, excluding adjustments ^a	\$ 440	\$ 295	\$ 208
Site production and delivery, before net noncash and other costs shown below	282	220	193
Treatment charges and other	30	27	22
Net cash costs	312	247	215
DD&A	79	76	68
Noncash and other costs, net	7	7	19
Total costs	398	330	302
Gross profit (loss)	\$ 42	\$ (35)	\$ (94)

Molybdenum sales (millions of recoverable pounds) ^a	35	32	26
--	----	----	----

Gross profit (loss) per pound of molybdenum:

Revenues, excluding adjustments ^a	\$ 12.36	\$ 9.22	\$ 8.02
Site production and delivery, before net noncash and other costs shown below	7.92	6.86	7.42
Treatment charges and other	0.85	0.85	0.86
Unit net cash costs	8.77	7.71	8.28
DD&A	2.21	2.39	2.62
Noncash and other costs, net	0.19	0.23	0.73
Total unit costs	11.17	10.33	11.63
Gross profit (loss) per pound	\$ 1.19	\$ (1.11)	\$ (3.61)

Reconciliation to Amounts Reported

(In millions)	Revenues	Production and Delivery	DD&A
Year Ended December 31, 2018			
Totals presented above	\$ 440	\$ 282	\$ 79
Treatment charges and other	(30)	—	—
Noncash and other costs, net	—	7	—
Molybdenum mines	410	289	79
Other mining ^b	21,344	14,692	1,550
Corporate, other & eliminations	(3,126)	(3,290)	125
As reported in FCX's consolidated financial statements	\$ 18,628	\$ 11,691	\$ 1,754
Year Ended December 31, 2017			
Totals presented above	\$ 295	\$ 220	\$ 76
Treatment charges and other	(27)	—	—
Noncash and other costs, net	—	7	—
Molybdenum mines	268	227	76
Other mining ^b	19,218	13,157	1,544
Corporate, other & eliminations	(3,083)	(3,118)	94
As reported in FCX's consolidated financial statements	\$ 16,403	\$ 10,266	\$ 1,714
Year Ended December 31, 2016			
Totals presented above	\$ 208	\$ 193	\$ 68
Treatment charges and other	(22)	—	—
Noncash and other costs, net	—	19	—
Molybdenum mines	186	212	68
Other mining ^b	16,299	11,992	1,506
Corporate, other & eliminations	(1,655)	(1,517)	956
As reported in FCX's consolidated financial statements	\$ 14,830	\$ 10,687	\$ 2,530

a. Reflects sales of the Molybdenum mines' production to the molybdenum sales company at market-based pricing. On a consolidated basis, realizations are based on the actual

contract terms for sales to third parties; as a result, our consolidated average realized price per pound of molybdenum will differ from the amounts reported in this table.

- b. Represents the combined total for our other mining operations as presented in Note 16 . Also includes amounts associated with the molybdenum sales company, which includes sales of molybdenum produced by the Molybdenum mines and by certain of the North America and South America copper mines.

CAUTIONARY STATEMENT

Our discussion and analysis contains forward-looking statements in which we discuss our potential future performance. Forward-looking statements are all statements other than statements of historical facts, such as projections or expectations relating to ore grades and milling rates, production and sales volumes, unit net cash costs, operating cash flows, capital expenditures, our expectations regarding our share of PT-FI's future cash flows through 2022, PT-FI's development, financing, construction and completion of a new smelter in Indonesia, PT-FI's compliance with environmental standards under the new framework established by the MOEF, exploration efforts and results, development and production activities, rates and costs, liquidity, tax rates, export duties, the impact of copper, gold and molybdenum price changes, the impact of deferred intercompany profits on earnings, reserve estimates, and future dividend payments, share purchases and sales. The words "anticipates," "may," "can," "plans," "believes," "estimates," "expects," "projects," "targets," "intends," "likely," "will," "should," "to be," "potential" and any similar expressions are intended to identify those assertions as forward-looking statements. The declaration of dividends is at the discretion of the Board and will depend on our financial results, cash requirements, future prospects, and other factors deemed relevant by the Board.

We caution readers that forward-looking statements are not guarantees of future performance and actual results may differ materially from those anticipated, expected, projected or assumed in the forward-looking statements. Important factors that can cause our actual results to differ materially from those anticipated in the forward-looking statements include, but are not limited to, supply of and demand for, and prices of, copper, gold and molybdenum; mine sequencing; production rates; timing of shipments; results of feasibility studies; potential inventory adjustments; potential impairment of long-lived mining assets; the potential effects of violence in Indonesia generally and in the province of Papua; the Indonesian government's extension of PT-FI's export license after February 16, 2019; risks associated with underground mining; satisfaction of requirements in accordance with PT-FI's IUPK to extend mining rights from 2031 through 2041; industry risks; regulatory changes; political risks; labor relations; weather- and climate-related risks; environmental risks; litigation results; cybersecurity incidents; and other factors described in more detail in Part I, Item 1A. "Risk Factors" of our annual report on Form 10-K for the year ended December 31, 2018 .

Investors are cautioned that many of the assumptions upon which our forward-looking statements are based are likely to change after the forward-looking statements are made, including for example commodity prices, which we cannot control, and production volumes and costs, some aspects of which we may not be able to control. Further, we may make changes to our business plans that could affect our results. We caution investors that we do not intend to update forward-looking statements more frequently than quarterly notwithstanding any changes in our assumptions, changes in business plans, actual experience or other changes, and we undertake no obligation to update any forward-looking statements.

Item 8. Financial Statements and Supplementary Data.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Freeport-McMoRan Inc.'s (the Company's) management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rule 13a-15(f) or 15d-15(f) under the Securities Exchange Act of 1934 as a process designed by, or under the supervision of, the Company's principal executive and principal financial officers and effected by the Company's Board of Directors, management and other personnel, 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 and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Company's assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management, including our principal executive officer and principal financial officer, assessed the effectiveness of our internal control over financial reporting as of the end of the fiscal year covered by this annual report on Form 10-K. In making this assessment, our management used the criteria set forth in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Based on its assessment, management concluded that, as of December 31, 2018, our Company's internal control over financial reporting is effective based on the COSO criteria.

Ernst & Young LLP, an independent registered public accounting firm, who audited the Company's consolidated financial statements included in this Form 10-K, has issued an attestation report on the Company's internal control over financial reporting, which is included herein.

/s/ Richard C. Adkerson

Richard C. Adkerson
Vice Chairman of the Board,
President and Chief Executive Officer

/s/ Kathleen L. Quirk

Kathleen L. Quirk
Executive Vice President and
Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
FREEPORT-McMoRan INC.

Opinion on Internal Control over Financial Reporting

We have audited Freeport-McMoRan Inc.'s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Freeport-McMoRan Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of Freeport-McMoRan Inc. as of December 31, 2018 and 2017, and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes of the Company and our report dated February 15, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Phoenix, Arizona
February 15, 2019

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
FREEPORT-McMoRan INC.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Freeport-McMoRan Inc. (the Company) as of December 31, 2018 and 2017 , and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows for each of the three years in the period ended December 31, 2018 , and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the consolidated financial position of the Company at December 31, 2018 and 2017 , and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2018 , in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018 , based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 15, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2002.

Phoenix, Arizona
February 15, 2019

FREEPORT-McMoRan INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	Years Ended December 31,		
	2018	2017	2016
	(In millions, except per share amounts)		
Revenues	\$ 18,628	\$ 16,403	\$ 14,830
Cost of sales:			
Production and delivery	11,691	10,266	10,687
Depreciation, depletion and amortization	1,754	1,714	2,530
Impairment of oil and gas properties	—	—	4,317
Total cost of sales	13,445	11,980	17,534
Selling, general and administrative expenses	443	477	597
Mining exploration and research expenses	105	93	63
Environmental obligations and shutdown costs	89	244	14
Net gain on sales of assets	(208)	(81)	(649)
Total costs and expenses	13,874	12,713	17,559
Operating income (loss)	4,754	3,690	(2,729)
Interest expense, net	(945)	(801)	(755)
Net gain on early extinguishment and exchanges of debt	7	21	26
Other income (expense), net	76	(8)	(14)
Income (loss) from continuing operations before income taxes and equity in affiliated companies' net earnings	3,892	2,902	(3,472)
Provision for income taxes	(991)	(883)	(371)
Equity in affiliated companies' net earnings	8	10	11
Net income (loss) from continuing operations	2,909	2,029	(3,832)
Net (loss) income from discontinued operations	(15)	66	(193)
Net income (loss)	2,894	2,095	(4,025)
Net income attributable to noncontrolling interests:			
Continuing operations	(292)	(274)	(227)
Discontinued operations	—	(4)	(63)
Gain on redemption and preferred dividends attributable to redeemable noncontrolling interest	—	—	161
Net income (loss) attributable to common stockholders	\$ 2,602	\$ 1,817	\$ (4,154)
Basic net income (loss) per share attributable to common stockholders:			
Continuing operations	\$ 1.80	\$ 1.21	\$ (2.96)
Discontinued operations	(0.01)	0.04	(0.20)
	\$ 1.79	\$ 1.25	\$ (3.16)
Diluted net income (loss) per share attributable to common stockholders:			
Continuing operations	\$ 1.79	\$ 1.21	\$ (2.96)
Discontinued operations	(0.01)	0.04	(0.20)
	\$ 1.78	\$ 1.25	\$ (3.16)
Weighted-average common shares outstanding:			
Basic	1,449	1,447	1,318
Diluted	1,458	1,454	1,318
Dividends declared per share of common stock	\$ 0.20	\$ —	\$ —

The accompanying Notes to Consolidated Financial Statements are an integral part of these consolidated financial statements.

FREEPORT-McMoRan INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

	Years Ended December 31,		
	2018	2017	2016
	(In millions)		
Net income (loss)	\$ 2,894	\$ 2,095	\$ (4,025)
Other comprehensive income (loss), net of taxes:			
Unrealized gains on securities	—	1	2
Defined benefit plans:			
Actuarial (losses) gains arising during the period, net of taxes	(77)	14	(88)
Prior service costs arising during the period	(4)	—	—
Amortization or curtailment of unrecognized amounts included in net periodic benefit costs	48	54	44
Foreign exchange losses	(1)	—	(1)
Other comprehensive (loss) income	(34)	69	(43)
Total comprehensive income (loss)	2,860	2,164	(4,068)
Total comprehensive income attributable to noncontrolling interests	(291)	(286)	(292)
Gain on redemption and preferred dividends attributable to redeemable noncontrolling interest	—	—	161
Total comprehensive income (loss) attributable to common stockholders	<u>\$ 2,569</u>	<u>\$ 1,878</u>	<u>\$ (4,199)</u>

The accompanying Notes to Consolidated Financial Statements are an integral part of these consolidated financial statements.

FREEMPORT-McMoRAN INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		
	2018	2017	2016
	(In millions)		
Cash flow from operating activities:			
Net income (loss)	\$ 2,894	\$ 2,095	\$ (4,025)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation, depletion and amortization	1,754	1,714	2,610
U.S. tax reform benefit	(123)	(393)	—
Net charges for Cerro Verde royalty dispute	371	355	—
Payments for Cerro Verde royalty dispute	(56)	(53)	(30)
Impairment of oil and gas properties	—	—	4,317
Oil and gas noncash drillship settlement costs and other adjustments	—	(33)	803
Net gain on sales of assets	(208)	(81)	(649)
Stock-based compensation	76	71	86
Net charges for environmental and asset retirement obligations, including accretion	262	383	191
Payments for environmental and asset retirement obligations	(239)	(131)	(242)
Net charges for defined pension and postretirement plans	81	120	113
Pension plan contributions	(75)	(174)	(57)
Net gain on early extinguishment and exchanges of debt	(7)	(21)	(26)
Deferred income taxes	(404)	76	239
Loss (gain) on disposal of discontinued operations	15	(57)	198
Decrease in long-term mill and leach stockpiles	94	224	10
Other, net	16	(2)	112
Changes in working capital and other tax payments, excluding disposition amounts:			
Accounts receivable	649	427	(175)
Inventories	(631)	(393)	117
Other current assets	(28)	(28)	37
Accounts payable and accrued liabilities	(106)	110	(28)
Accrued income taxes and timing of other tax payments	(472)	457	136
Net cash provided by operating activities	<u>3,863</u>	<u>4,666</u>	<u>3,737</u>
Cash flow from investing activities:			
Capital expenditures:			
North America copper mines	(601)	(167)	(102)
South America	(237)	(115)	(382)
Indonesia	(1,001)	(875)	(1,025)
Molybdenum mines	(9)	(5)	(2)
Other, including oil and gas operations	(123)	(248)	(1,302)
Acquisition of PT Rio Tinto Indonesia	(3,500)	—	—
Proceeds from sales of:			
Tenke Fungurume mine	—	—	2,664
Deepwater Gulf of Mexico and onshore California oil and gas properties	—	—	2,272
Additional interest in Morenci joint venture	—	—	996
PT Indonesia Papua Metal dan Mineral	457	—	—
Other assets	93	72	423
Other, net	(97)	17	11
Net cash (used in) provided by investing activities	<u>(5,018)</u>	<u>(1,321)</u>	<u>3,553</u>
Cash flow from financing activities:			
Proceeds from debt	632	955	3,681
Repayments of debt	(2,717)	(3,812)	(7,625)
Proceeds from sale of PT Freeport Indonesia shares	3,500	—	—
Net proceeds from sale of common stock	—	—	1,515
Cash dividends and distributions paid:			
Common stock	(218)	(2)	(6)
Noncontrolling interests, including redemption	(278)	(174)	(693)
Other, net	(19)	(22)	(38)

Net cash provided by (used in) financing activities	900	(3,055)	(3,166)
Net (decrease) increase in cash, cash equivalents, restricted cash and restricted cash equivalents	(255)	290	4,124
Increase in cash and cash equivalents in assets held for sale	—	—	(45)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	4,710	4,420	341
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	<u>\$ 4,455</u>	<u>\$ 4,710</u>	<u>\$ 4,420</u>

The accompanying Notes to Consolidated Financial Statements are an integral part of these consolidated financial statements.

**FREEPORT-McMoRan INC.
CONSOLIDATED BALANCE SHEETS**

	December 31,	
	2018	2017
	(In millions, except par value)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 4,217	\$ 4,526
Trade accounts receivable	829	1,322
Income and other tax receivables	493	343
Inventories:		
Materials and supplies, net	1,528	1,323
Mill and leach stockpiles	1,453	1,422
Product	1,778	1,404
Other current assets	422	286
Total current assets	10,720	10,626
Property, plant, equipment and mine development costs, net	28,010	22,994
Long-term mill and leach stockpiles	1,314	1,409
Other assets	2,172	2,273
Total assets	\$ 42,216	\$ 37,302
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 2,625	\$ 2,497
Accrued income taxes	165	583
Current portion of environmental and asset retirement obligations	449	420
Dividends payable	73	—
Current portion of debt	17	1,414
Total current liabilities	3,329	4,914
Long-term debt, less current portion	11,124	11,815
Deferred income taxes	4,032	3,663
Environmental and asset retirement obligations, less current portion	3,609	3,602
Other liabilities	2,230	2,012
Total liabilities	24,324	26,006
Equity:		
Stockholders' equity:		
Common stock, par value \$0.10, 1,579 shares and 1,578 shares issued, respectively	158	158
Capital in excess of par value	26,013	26,751
Accumulated deficit	(12,041)	(14,722)
Accumulated other comprehensive loss	(605)	(487)
Common stock held in treasury – 130 shares, at cost	(3,727)	(3,723)
Total stockholders' equity	9,798	7,977
Noncontrolling interests (refer to Note 2)	8,094	3,319
Total equity	17,892	11,296
Total liabilities and equity	\$ 42,216	\$ 37,302

The accompanying Notes to Consolidated Financial Statements are an integral part of these consolidated financial statements.

FREEMPORT-McMoRAN INC.
CONSOLIDATED STATEMENTS OF EQUITY

	Stockholders' Equity									
	Common Stock			Accumulated Deficit	Accumulated Other Comprehensive Loss	Common Stock Held in Treasury		Total Stockholders' Equity	Non- controlling Interests	Total Equity
	Number of Shares	At Par Value	Capital in Excess of Par Value			Number of Shares	At Cost			
	(In millions)									
Balance at January 1, 2016	1,374	\$ 137	\$ 24,283	\$ (12,387)	\$ (503)	128	\$(3,702)	\$ 7,828	\$ 4,216	\$12,044
Issuance of common stock	197	20	2,346	—	—	—	—	2,366	—	2,366
Exercised and issued stock-based awards	3	—	—	—	—	—	—	—	—	—
Stock-based compensation, including tax reserve and the tender of shares	—	—	61	—	—	1	(6)	55	—	55
Dividends, including forfeited dividends	—	—	—	1	—	—	—	1	(90)	(89)
Changes in noncontrolling interests	—	—	—	—	—	—	—	—	(6)	(6)
Sale of interest in TF Holdings Limited	—	—	—	—	—	—	—	—	(1,206)	(1,206)
Net loss attributable to common stockholders	—	—	—	(4,154)	—	—	—	(4,154)	—	(4,154)
Net income attributable to noncontrolling interests, including discontinued operations	—	—	—	—	—	—	—	—	290	290
Other comprehensive (loss) income	—	—	—	—	(45)	—	—	(45)	2	(43)
Balance at December 31, 2016	1,574	157	26,690	(16,540)	(548)	129	(3,708)	6,051	3,206	9,257
Exercised and issued stock-based awards	4	1	5	—	—	—	—	6	—	6
Stock-based compensation, including the tender of shares	—	—	56	—	—	1	(15)	41	1	42
Dividends, including forfeited dividends	—	—	—	1	—	—	—	1	(174)	(173)
Net income attributable to common stockholders	—	—	—	1,817	—	—	—	1,817	—	1,817
Net income attributable to noncontrolling interests, including discontinued operations	—	—	—	—	—	—	—	—	278	278
Other comprehensive income	—	—	—	—	61	—	—	61	8	69
Balance at December 31, 2017	1,578	158	26,751	(14,722)	(487)	130	(3,723)	7,977	3,319	11,296
Exercised and issued stock-based awards	1	—	8	—	—	—	—	8	—	8
Stock-based compensation, including the tender of shares	—	—	70	—	—	—	(4)	66	—	66
Dividends	—	—	(291)	—	—	—	—	(291)	(278)	(569)
Adoption of new accounting standard for reclassification of income taxes	—	—	—	79	(79)	—	—	—	—	—
Sale of interest in PT Freeport Indonesia (refer to Note 2)	—	—	(525)	—	(6)	—	—	(531)	4,762	4,231
Net income attributable to common stockholders	—	—	—	2,602	—	—	—	2,602	—	2,602
Net income attributable to noncontrolling interests	—	—	—	—	—	—	—	—	292	292
Other comprehensive loss	—	—	—	—	(33)	—	—	(33)	(1)	(34)
Balance at December 31, 2018	1,579	\$ 158	\$ 26,013	\$ (12,041)	\$ (605)	130	\$(3,727)	\$ 9,798	\$ 8,094	\$17,892

The accompanying Notes to Consolidated Financial Statements are an integral part of these consolidated financial statements.

**FREEPORT-McMoRan INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation. The consolidated financial statements of Freeport-McMoRan Inc. (FCX) include the accounts of those subsidiaries where it directly or indirectly has more than 50 percent of the voting rights and/or has control over the subsidiary. As of December 31, 2018, the most significant entities that FCX consolidates include its 48.76 percent -owned subsidiary PT Freeport Indonesia (PT-FI), and the following wholly owned subsidiaries: Freeport Minerals Corporation (FMC) and Atlantic Copper, S.L.U. (Atlantic Copper). Refer to Notes 2 and 3 for further discussion, including FCX's conclusion to consolidate PT-FI.

During 2016, FCX completed sales of its Africa mining operation held by FMC and substantially all of its oil and gas operations. Refer to Note 2 for further discussion.

FCX's unincorporated joint ventures are reflected using the proportionate consolidation method (refer to Note 3 for further discussion). Investments in unconsolidated companies owned 20 percent or more are recorded using the equity method. Investments in companies owned less than 20 percent, and for which FCX does not exercise significant influence, are recorded using the cost method. All significant intercompany transactions have been eliminated. Dollar amounts in tables are stated in millions, except per share amounts.

Business Segments. FCX has organized its mining operations into four primary divisions – North America copper mines, South America mining, Indonesia mining and Molybdenum mines, and operating segments that meet certain thresholds are reportable segments. FCX's reportable segments include the Morenci, Cerro Verde and Grasberg (Indonesia mining) copper mines, the Rod & Refining operations and Atlantic Copper Smelting & Refining. Refer to Note 16 for further discussion.

Use of Estimates. The preparation of FCX's financial statements in conformity with accounting principles generally accepted in the United States (U.S.) requires management to make estimates and assumptions that affect the amounts reported in these financial statements and accompanying notes. The more significant areas requiring the use of management estimates include minerals reserve estimation; asset lives for depreciation, depletion and amortization; environmental obligations; asset retirement obligations; estimates of recoverable copper in mill and leach stockpiles; deferred taxes and valuation allowances; reserves for contingencies and litigation; asset acquisitions and impairment, including estimates used to derive future cash flows associated with those assets; pension benefits; and valuation of derivative instruments. Actual results could differ from those estimates.

Functional Currency. The functional currency for the majority of FCX's foreign operations is the U.S. dollar. For foreign subsidiaries whose functional currency is the U.S. dollar, monetary assets and liabilities denominated in the local currency are translated at current exchange rates, and non-monetary assets and liabilities, such as inventories, property, plant, equipment and mine development costs, are translated at historical rates. Gains and losses resulting from translation of such account balances are included in other income, net, as are gains and losses from foreign currency transactions. Foreign currency gains (losses) totaled \$14 million in 2018, \$(5) million in 2017 and \$32 million in 2016.

Cash Equivalents. Highly liquid investments purchased with maturities of three months or less are considered cash equivalents.

Restricted Cash and Restricted Cash Equivalents. FCX's restricted cash and restricted cash equivalents are primarily related to PT-FI's commitment for the development of a new smelter in Indonesia; guarantees and commitments for certain mine closure and reclamation obligations, and customs duty taxes; and funds held as cash collateral for surety bonds related to plugging and abandonment obligations of certain oil and gas properties. Restricted cash and restricted cash equivalents are classified as a current or long-term asset based on the timing and nature of when or how the cash is expected to be used or when the restrictions are expected to lapse. Restricted cash and restricted cash equivalents are comprised of time deposits and money market funds.

Inventories. Inventories include materials and supplies, mill and leach stockpiles, and product inventories. Inventories are stated at the lower of weighted-average cost or net realizable value (NRV).

Mill and Leach Stockpiles. Mill and leach stockpiles are work-in-process inventories for FCX's mining operations. Mill and leach stockpiles contain ore that has been extracted from an ore body and is available for metal recovery. Mill stockpiles contain sulfide ores, and recovery of metal is through milling, concentrating and smelting and refining or, alternatively, by concentrate leaching. Leach stockpiles contain oxide ores and certain secondary sulfide ores and recovery of metal is through exposure to acidic solutions that dissolve contained copper and deliver it in solution to extraction processing facilities (*i.e.*, solution extraction and electrowinning (SX/EW)). The recorded cost of mill and leach stockpiles includes mining and haulage costs incurred to deliver ore to stockpiles, depreciation, depletion, amortization and site overhead costs. Material is removed from the stockpiles at a weighted-average cost per pound.

Because it is impracticable to determine copper contained in mill and leach stockpiles by physical count, reasonable estimation methods are employed. The quantity of material delivered to mill and leach stockpiles is based on surveyed volumes of mined material and daily production records. Sampling and assaying of blasthole cuttings determine the estimated copper grade of the material delivered to mill and leach stockpiles.

Expected copper recovery rates for mill stockpiles are determined by metallurgical testing. The recoverable copper in mill stockpiles, once entered into the production process, can be produced into copper concentrate almost immediately.

Expected copper recovery rates for leach stockpiles are determined using small-scale laboratory tests, small- to large-scale column testing (which simulates the production process), historical trends and other factors, including mineralogy of the ore and rock type. Total copper recovery in leach stockpiles can vary significantly from a low percentage to more than 90 percent depending on several variables, including processing methodology, processing variables, mineralogy and particle size of the rock. For newly placed material on active stockpiles, as much as 80 percent of the total copper recovery may occur during the first year, and the remaining copper may be recovered over many years.

Processes and recovery rates for mill and leach stockpiles are monitored regularly, and recovery rate estimates are adjusted periodically as additional information becomes available and as related technology changes. Adjustments to recovery rates will typically result in a future impact to the value of the material removed from the stockpiles at a revised weighted-average cost per pound of recoverable copper.

Product. Product inventories include raw materials, work-in-process and finished goods. Raw materials are primarily unprocessed concentrate at Atlantic Copper's smelting and refining operations. Work-in-process inventories are primarily copper concentrate at various stages of conversion into anode and cathode at Atlantic Copper's operations. Atlantic Copper's in-process inventories are valued at the weighted-average cost of the material fed to the smelting and refining process plus in-process conversion costs. Finished goods for mining operations represent salable products (*e.g.* , copper and molybdenum concentrate, copper anode, copper cathode, copper rod, copper wire, molybdenum oxide, and high-purity molybdenum chemicals and other metallurgical products). Finished goods are valued based on the weighted-average cost of source material plus applicable conversion costs relating to associated process facilities. Costs of finished goods and work-in-process (*i.e.* , not raw materials) inventories include labor and benefits, supplies, energy, depreciation, depletion, amortization, site overhead costs and other necessary costs associated with the extraction and processing of ore, including, depending on the process, mining, haulage, milling, concentrating, smelting, leaching, solution extraction, refining, roasting and chemical processing. Corporate general and administrative costs are not included in inventory costs.

Property, Plant, Equipment and Mine Development Costs. Property, plant, equipment and mine development costs are carried at cost. Mineral exploration costs, as well as drilling and other costs incurred for the purpose of converting mineral resources to proven and probable reserves or identifying new mineral resources at development or production stage properties, are charged to expense as incurred. Development costs are capitalized beginning after proven and probable mineral reserves have been established. Development costs include costs incurred resulting from mine pre-production activities undertaken to gain access to proven and probable reserves, including shafts, adits, drifts, ramps, permanent excavations, infrastructure and removal of overburden. Additionally, interest expense allocable to the cost of developing mining properties and to constructing new facilities is capitalized until assets are ready for their intended use.

Expenditures for replacements and improvements are capitalized. Costs related to periodic scheduled maintenance (*i.e.* , turnarounds) are charged to expense as incurred. Depreciation for mining and milling life-of-mine assets, infrastructure and other common costs is determined using the unit-of-production (UOP) method based on total estimated recoverable proven and probable copper reserves (for primary copper mines) and proven and probable molybdenum reserves (for primary molybdenum mines). Development costs and acquisition costs for proven and probable mineral reserves that relate to a specific ore body are depreciated using the UOP method based on estimated recoverable proven and probable mineral reserves for the ore body benefited. Depreciation, depletion and amortization using the UOP method is recorded upon extraction of the recoverable copper or molybdenum from the ore body, at which time it is allocated to inventory cost and then included as a component of cost of goods sold. Other assets are depreciated on a straight-line basis over estimated useful lives of up to 40 years for buildings and three to 30 years for machinery and equipment, and mobile equipment.

Included in property, plant, equipment and mine development costs is value beyond proven and probable mineral reserves (VBPP), primarily resulting from FCX's acquisition of FMC in 2007. The concept of VBPP may be interpreted differently by different mining companies. FCX's VBPP is attributable to (i) mineralized material, which includes measured and indicated amounts, that FCX believes could be brought into production with the establishment or modification of required permits and should market conditions and technical assessments warrant, (ii) inferred mineral resources and (iii) exploration potential.

Carrying amounts assigned to VBPP are not charged to expense until the VBPP becomes associated with additional proven and probable mineral reserves and the reserves are produced or the VBPP is determined to be impaired. Additions to proven and probable mineral reserves for properties with VBPP will carry with them the value assigned to VBPP at the date acquired, less any impairment amounts. Refer to Note 5 for further discussion.

Impairment of Long-Lived Mining Assets. FCX assesses the carrying values of its long-lived mining assets for impairment when events or changes in circumstances indicate that the related carrying amounts of such assets may not be recoverable. In evaluating long-lived mining assets for recoverability, estimates of pre-tax undiscounted future cash flows of FCX's individual mines are used. An impairment is considered to exist if total estimated undiscounted future cash flows are less than the carrying amount of the asset. Once it is determined that an impairment exists, an impairment loss is measured as the amount by which the asset carrying value exceeds its fair value. The estimated undiscounted cash flows used to assess recoverability of long-lived assets and to measure the fair value of FCX's mining operations are derived from current business plans, which are developed using near-term price forecasts reflective of the current price environment and management's projections for long-term average metal prices. In addition to near- and long-term metal price assumptions, other key assumptions include estimates of commodity-based and other input costs; proven and probable mineral reserves estimates, including the timing and cost to develop and produce the reserves; VBPP estimates; and the use of appropriate discount rates in the measurement of fair value. FCX believes its estimates and models used to determine fair value are similar to what a market participant would use. As quoted market prices are unavailable for FCX's individual mining operations, fair value is determined through the use of after-tax discounted estimated future cash flows (*i.e.* , Level 3 measurement).

Oil and Gas Properties. FCX follows the full cost method of accounting specified by the U.S. Securities and Exchange Commission's (SEC) rules whereby all costs associated with oil and gas property acquisition, exploration and development activities are capitalized into a cost center on a country-by-country basis. Such costs include internal general and administrative costs, such as payroll and related benefits and costs directly attributable to employees engaged in acquisition, exploration and development activities. General and administrative costs associated with production, operations, marketing and general corporate activities are charged to expense as incurred. Capitalized costs, along with estimated future costs to develop proved reserves and asset retirement costs that are not already included in oil and gas properties, net of related salvage value, are amortized to expense under the UOP method using engineers' estimates of the related, by-country proved oil and natural gas reserves.

The costs of unproved oil and gas properties were excluded from amortization until the properties were evaluated. Costs were transferred into the amortization base on an ongoing basis as the properties were evaluated and proved oil and natural gas reserves were established or if impairment was determined. Unproved oil and gas properties were assessed periodically, at least annually, to determine whether impairment had occurred. FCX assessed unproved oil and gas properties for impairment on an individual basis or as a group if properties were individually insignificant. The assessment considered the following factors, among others: intent to drill, remaining lease term, geological and geophysical evaluations, drilling results and activity, the assignment of proved reserves, the economic viability of development if proved reserves were assigned and other current market conditions. During any period in which these factors indicated an impairment, the cumulative drilling costs incurred to date for such property and all or a portion of the associated leasehold costs were transferred to the full cost pool and were then subject to amortization. Including amounts determined to be impaired, FCX transferred \$4.9 billion of costs associated with unevaluated properties to the full cost pool in 2016. The transfer of costs into the amortization base involved a significant amount of judgment. Costs not subject to amortization consisted primarily of capitalized costs incurred for undeveloped acreage and wells in progress pending determination, together with capitalized interest for these projects. Following the completion of the sales of oil and gas properties discussed in Note 2, FCX had no unproved oil and gas properties in the consolidated balance sheets at December 31, 2018 or 2017. Interest costs totaling \$7 million in 2016 were capitalized on oil and gas properties not subject to amortization and in the process of development.

Proceeds from the sale of oil and gas properties are accounted for as reductions to capitalized costs unless the reduction causes a significant change in proved reserves, which, absent other factors, is generally described as a 25 percent or greater change, and significantly alters the relationship between capitalized costs and proved reserves attributable to a cost center, in which case a gain or loss is recognized.

Impairment of Oil and Gas Properties. Under the SEC full cost accounting rules, FCX reviewed the carrying value of its oil and gas properties in the full cost pool for impairment each quarter on a country-by-country basis. Under these rules, capitalized costs of oil and gas properties (net of accumulated depreciation, depletion, amortization and impairment, and related deferred income taxes) for each cost center may not exceed a "ceiling" equal to:

- the present value, discounted at 10 percent, of estimated future net cash flows from the related proved oil and natural gas reserves, net of estimated future income taxes; plus
- the cost of the related unproved properties not being amortized; plus
- the lower of cost or estimated fair value of the related unproved properties included in the costs being amortized (net of related tax effects).

These rules require that FCX price its future oil and gas production at the twelve-month average of the first-day-of-the-month historical reference prices as adjusted for location and quality differentials. FCX's reference prices are West Texas Intermediate (WTI) for oil and the Henry Hub price for natural gas. Such prices are utilized except where different prices are fixed and determinable from applicable contracts for the remaining term of those contracts. The reserve estimates exclude the effect of any crude oil and natural gas derivatives FCX has in place. The estimated future net cash flows also exclude future cash outflows associated with settling asset retirement obligations included in the net book value of the oil and gas properties. The rules require an impairment if the capitalized costs exceed this "ceiling."

In 2016, net capitalized costs with respect to FCX's proved oil and gas properties exceeded the related ceiling test limitation; therefore, impairment charges of \$4.3 billion were recorded primarily because of the lower twelve-month average of the first-day-of-the-month historical reference oil price and reserve revisions.

Deferred Mining Costs. Stripping costs (*i.e.*, the costs of removing overburden and waste material to access mineral deposits) incurred during the production phase of a mine are considered variable production costs and are included as a component of inventory produced during the period in which stripping costs are incurred. Major development expenditures, including stripping costs to prepare unique and identifiable areas outside the current mining area for future production that are considered to be pre-production mine development, are capitalized and amortized using the UOP method based on estimated recoverable proven and probable reserves for the ore body benefited. However, where a second or subsequent pit or major expansion is considered to be a continuation of existing mining activities, stripping costs are accounted for as a current production cost and a component of the associated inventory.

Environmental Obligations. Environmental expenditures are charged to expense or capitalized, depending upon their future economic benefits. Accruals for such expenditures are recorded when it is probable that obligations have been incurred and the costs can be reasonably estimated. Environmental obligations attributed to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) or analogous state programs are considered probable when a claim is asserted, or is probable of assertion, and FCX, or any of its subsidiaries, have been associated with the site. Other environmental remediation obligations are considered probable based on specific facts and circumstances. FCX's estimates of these costs are based on an evaluation of various factors, including currently available facts, existing technology, presently enacted laws and regulations, remediation experience, whether or not FCX is a potentially responsible party (PRP) and the ability of other PRPs to pay their allocated portions. With the exception of those obligations assumed in the acquisition of FMC that were initially recorded at estimated fair values (refer to Note 12 for further discussion), environmental obligations are recorded on an undiscounted basis. Where the available information is sufficient to estimate the amount of the obligation, that estimate has been used. Where the information is only sufficient to establish a range of probable liability and no point within the range is more likely than any other, the lower end of the range has been used. Possible recoveries of some of these costs from other parties are not recognized in the consolidated financial statements until they become probable. Legal costs associated with environmental remediation (such as fees to outside law firms for work relating to determining the extent and type of remedial actions and the allocation of costs among PRPs) are included as part of the estimated obligation.

Environmental obligations assumed in the acquisition of FMC, which were initially recorded at fair value and estimated on a discounted basis, are accreted to full value over time through charges to interest expense. Adjustments arising from changes in amounts and timing of estimated costs and settlements may result in increases and decreases in these obligations and are calculated in the same manner as they were initially estimated. Unless these adjustments qualify for capitalization, changes in environmental obligations are charged to operating income when they occur.

FCX performs a comprehensive review of its environmental obligations annually and also reviews changes in facts and circumstances associated with these obligations at least quarterly.

Asset Retirement Obligations. FCX records the fair value of estimated asset retirement obligations (AROs) associated with tangible long-lived assets in the period incurred. Retirement obligations associated with long-lived assets are those for which there is a legal obligation to settle under existing or enacted law, statute, written or oral contract or by legal construction. These obligations, which are initially estimated based on discounted cash flow estimates, are accreted to full value over time through charges to cost of sales. In addition, asset retirement costs (ARCs) are capitalized as part of the related asset's carrying value and are depreciated over the asset's respective useful life.

For mining operations, reclamation costs for disturbances are recognized as an ARO and as a related ARC in the period of the disturbance and depreciated primarily on a UOP basis. FCX's AROs for mining operations consist primarily of costs associated with mine reclamation and closure activities. These activities, which are site specific, generally include costs for earthwork, revegetation, water treatment and demolition.

For oil and gas properties, the fair value of the legal obligation is recognized as an ARO and as a related ARC in the period in which the well is drilled or acquired and is amortized on a UOP basis together with other capitalized costs. Substantially all of FCX's oil and gas leases require that, upon termination of economic production, the working interest owners plug and abandon non-producing wellbores; remove platforms, tanks, production equipment and flow lines; and restore the wellsite.

For non-operating properties without reserves, changes to the ARO are recorded in earnings.

At least annually, FCX reviews its ARO estimates for changes in the projected timing of certain reclamation and closure/restoration costs, changes in cost estimates and additional AROs incurred during the period. Refer to Note 12 for further discussion.

Revenue Recognition. Effective January 1, 2018, FCX adopted the new revenue recognition accounting standard, which did not result in any financial statement impacts or changes to FCX's revenue recognition policies or processes as revenue is primarily derived from arrangements in which the transfer of control coincides with the fulfillment of performance obligations.

FCX recognizes revenue for all of its products upon transfer of control in an amount that reflects the consideration it expects to receive in exchange for those products. Transfer of control is in accordance with the terms of customer contracts, which is generally upon shipment or delivery of the product. While payment terms vary by contract, terms generally include payment to be made within 30 days, but not longer than 60 days. Certain of FCX's concentrate and cathode sales contracts also provide for provisional pricing, which is accounted for as an embedded derivative (refer to Note 14 for further discussion). For provisionally priced sales, 90 percent to 100 percent of the provisional payment is made upon shipment or within 20 days, and final balances are settled in a contractually specified future month (generally one to four months from the shipment date) based on quoted monthly average copper settlement prices on the London Metal Exchange (LME) or the Commodity Exchange Inc. (COMEX), a division of the New York Mercantile Exchange, and quoted monthly average London Bullion Market Association (LBMA) gold settlement prices.

FCX's product revenues are also recorded net of treatment charges, royalties and export duties. Moreover, because a portion of the metals contained in copper concentrate is unrecoverable as a result of the smelting process, FCX's revenues from concentrate sales are also recorded net of allowances based on the quantity and value of these unrecoverable metals. These allowances are a negotiated term of FCX's contracts and vary by customer. Treatment and refining charges represent payments or price adjustments to smelters and refiners that are generally fixed. Refer to Note 16 for a summary of revenue by product type.

Gold sales are priced according to individual contract terms, generally the average LBMA gold settlement price for a specified month near the month of shipment.

The majority of FCX's molybdenum sales are priced based on the average published *Metals Week* price, plus conversion premiums for products that undergo additional processing, such as ferromolybdenum and molybdenum chemical products, for the month prior to the month of shipment.

Stock-Based Compensation. Compensation costs for share-based payments to employees are measured at fair value and charged to expense over the requisite service period for awards that are expected to vest. The fair value of stock options is determined using the Black-Scholes-Merton option valuation model. The fair value for stock-settled restricted stock units (RSUs) is based on FCX's stock price on the date of grant. Shares of common stock are issued at the vesting date for stock-settled RSUs. The fair value of performance share units (PSUs) are determined using FCX's stock price and a Monte-Carlo simulation model. The fair value for liability-classified awards (*i.e.* , cash-settled stock appreciation rights (SARs), cash-settled RSUs and cash-settled PSUs) is remeasured each reporting period using the Black-Scholes-Merton option valuation model for SARs and FCX's stock price for cash-settled RSUs and cash-settled PSUs. FCX has elected to recognize compensation costs for stock option awards and SARs that vest over several years on a straight-line basis over the vesting period, and for RSUs and cash-settled PSUs on the graded-vesting method over the vesting period. Refer to Note 10 for further discussion.

Earnings Per Share. FCX calculates its basic net income (loss) per share of common stock under the two-class method and calculates its diluted net income (loss) per share of common stock using the more dilutive of the two-class method or the treasury-stock method. Basic net income (loss) per share of common stock was computed by dividing net income (loss) attributable to common stockholders (after deducting accumulated dividends and undistributed earnings to participating securities) by the weighted-average shares of common stock outstanding during the year. Diluted net income (loss) per share of common stock was calculated by including the basic weighted-average shares of common stock outstanding adjusted for the effects of all potential dilutive shares of common stock, unless their effect would be anti-dilutive.

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Reconciliations of net income (loss) and weighted-average shares of common stock outstanding for purposes of calculating basic and diluted net income (loss) per share for the years ended December 31 follow:

	2018	2017	2016
Net income (loss) from continuing operations	\$ 2,909	\$ 2,029	\$ (3,832)
Net income from continuing operations attributable to noncontrolling interests	(292)	(274)	(227)
Gain on redemption and preferred dividends attributable to redeemable noncontrolling interest	—	—	161
Accumulated dividends and undistributed earnings allocated to participating securities	(4)	(4)	(3)
Net income (loss) from continuing operations attributable to common stockholders	<u>2,613</u>	<u>1,751</u>	<u>(3,901)</u>
Net (loss) income from discontinued operations	(15)	66	(193)
Net income from discontinued operations attributable to noncontrolling interests	—	(4)	(63)
Net (loss) income from discontinued operations attributable to common stockholders	<u>(15)</u>	<u>62</u>	<u>(256)</u>
Net income (loss) attributable to common stockholders	<u>\$ 2,598</u>	<u>\$ 1,813</u>	<u>\$ (4,157)</u>
Basic weighted-average shares of common stock outstanding (millions)	1,449	1,447	1,318
Add shares issuable upon exercise or vesting of dilutive stock options and RSUs (millions)	9 ^a	7	— ^a
Diluted weighted-average shares of common stock outstanding (millions)	<u>1,458</u>	<u>1,454</u>	<u>1,318</u>
Basic net income (loss) per share attributable to common stockholders:			
Continuing operations	\$ 1.80	\$ 1.21	\$ (2.96)
Discontinued operations	(0.01)	0.04	(0.20)
	<u>\$ 1.79</u>	<u>\$ 1.25</u>	<u>\$ (3.16)</u>
Diluted net income (loss) per share attributable to common stockholders:			
Continuing operations	\$ 1.79	\$ 1.21	\$ (2.96)
Discontinued operations	(0.01)	0.04	(0.20)
	<u>\$ 1.78</u>	<u>\$ 1.25</u>	<u>\$ (3.16)</u>

a. Excludes approximately 1 million in 2018 and 12 million in 2016 associated with outstanding stock options with exercise prices less than the average market price of FCX's common stock and RSUs that were anti-dilutive.

Outstanding stock options with exercise prices greater than the average market price of FCX's common stock during the year are excluded from the computation of diluted net income (loss) per share of common stock. Stock options for 37 million shares of common stock were excluded in 2018, 41 million in 2017 and 46 million in 2016.

New Accounting Standards. Following is a discussion of new accounting standards.

Revenue Recognition. In May 2014, the Financial Accounting Standards Board (FASB) issued an Accounting Standards Update (ASU) related to revenue recognition. FCX adopted this standard effective January 1, 2018, under the modified retrospective approach applied to contracts that remain in force at the adoption date. The adoption of this standard did not result in any financial statement impacts or changes to FCX's revenue recognition policies or processes as revenue is primarily derived from arrangements in which the transfer of control coincides with the fulfillment of performance obligations (refer to Revenue Recognition policy in this note). In connection with the adoption of the standard and consistent with FCX's policy prior to adoption of the standard, FCX has elected to account for shipping and handling activities performed after control of goods has been transferred to a customer as a fulfillment cost recorded in production and delivery costs on the consolidated statements of operations.

Financial Instruments. In January 2016, FASB issued an ASU that amends the guidance on the classification and measurement of financial instruments. This ASU makes limited changes to prior guidance and amends certain disclosure requirements. FCX adopted this ASU effective January 1, 2018, and adoption did not have a material impact on its financial statements.

In June 2016, FASB issued an ASU that requires entities to estimate all expected credit losses for most financial assets held at the reporting date based on an expected loss model, which requires consideration of historical experience, current conditions, and reasonable and supportable forecasts. This ASU also requires enhanced disclosure requirements to enable users of financial statements to understand the entity's assumptions, models and methods for estimating expected credit losses. For public companies, this ASU is effective for interim and annual reporting periods beginning after December 15, 2019, with early adoption permitted. FCX is currently evaluating the impact this ASU will have on its financial statements.

Leases. In February 2016, FASB issued an ASU that will require lessees to recognize most leases on the balance sheet. FCX adopted this ASU effective January 1, 2019, and elected the practical expedient allowing it to apply the provisions of the updated lease guidance at the January 1, 2019, effective date, without adjusting the comparative periods presented. FCX also elected an accounting policy to not recognize a lease asset and liability for leases with a term of 12 months or less and a purchase option that is not expected to be exercised. FCX completed an assessment of its lease portfolio, implemented a new information technology system, and designed processes and controls to account for its leases in accordance with the new standard. FCX has concluded that the adoption of this ASU did not have a material impact on its financial statements. FCX will begin making the required lease disclosures under the ASU beginning with its March 31, 2019, quarterly report on Form 10-Q.

Statement of Cash Flows. In November 2016, FASB issued an ASU that changes the classification and presentation of restricted cash and restricted cash equivalents on the statement of cash flows. The ASU requires that a statement of cash flows include the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. FCX adopted this ASU effective January 1, 2018, and adjusted its consolidated statement of cash flows for the years ended December 31, 2017 and 2016, to include restricted cash and restricted cash equivalents with cash and cash equivalents.

The impact of adopting this ASU for the years ended December 31 follows:

	2017		
	Previously Reported	Impact of Adoption	After Adoption ^a
Accrued income taxes and changes in other tax payments included in cash flow from operating activities	\$ 473	\$ (16)	\$ 457
Net cash provided by operating activities	4,682	(16)	4,666
Other, net included in cash flow from investing activities	(25)	42	17
Net cash used in investing activities	(1,363)	42	(1,321)
Net increase in cash, cash equivalents, restricted cash and restricted cash equivalents	264	26	290
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	4,245	158	4,403
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of period	4,447	184	4,631

	2016		
	Previously Reported	Impact of Adoption	After Adoption ^a
Other, net included in cash flow from operating activities	\$ 48	\$ 8	\$ 56
Net cash provided by operating activities	3,729	8	3,737
Other, net included in cash flow from investing activities	8	3	11
Net cash provided by investing activities	3,550	3	3,553
Net increase in cash, cash equivalents, restricted cash and restricted cash equivalents	4,113	11	4,124
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	177	147	324
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of period	4,245	158	4,403

a. Excludes the reclassification of assets held for sale and other adjustments to conform with the current year presentation.

Net Periodic Pension and Postretirement Benefit Cost. In March 2017, FASB issued an ASU that changes how entities with defined benefit pension or other postretirement benefit plans present net periodic benefit cost in the income statement. This ASU requires the service cost component of net periodic benefit cost to be presented in the same income statement line item or items as other compensation costs for those employees who are receiving the benefit. In addition, only the service cost component is eligible for capitalization when applicable (*i.e.* , as a cost of inventory or an internally constructed asset). The other components of net periodic benefit cost are required to be presented separately from the service cost component and outside of operating income. These other components of net periodic benefit cost are not eligible for capitalization, and FCX elected to include these other components in other income (expense), net. FCX adopted this ASU effective January 1, 2018, and adjusted its presentation in the consolidated statements of operations for the years ended December 31, 2017 and 2016, to conform with the new guidance. The impact of adopting this ASU for the years ended December 31 follows:

	2017		
	Previously Reported	Impact of Adoption ^a	Current Presentation
Production and delivery	\$ 10,308	\$ (42)	\$ 10,266
Total cost of sales	12,022	(42)	11,980
Selling, general and administrative expenses	484	(7)	477
Mining exploration and research expenses	94	(1)	93
Environmental obligations and shutdown costs	251	(7)	244
Total costs and expenses	12,770	(57)	12,713
Operating income	3,633	57	3,690
Other income (expense), net	49	(57)	(8)

	2016		
	Previously Reported	Impact of Adoption	Current Presentation
Production and delivery	\$ 10,733 ^a	\$ (46)	\$ 10,687
Total cost of sales	17,580	(46)	17,534
Selling, general and administrative expenses	607	(10)	597
Mining exploration and research expenses	64	(1)	63
Environmental obligations and shutdown costs	20	(6)	14
Total costs and expenses	17,622	(63)	17,559
Operating loss	(2,792)	63	(2,729)
Other income (expense), net	49	(63)	(14)

a. Includes \$8 million for metals inventory adjustments in 2017 and \$36 million in 2016.

Tax Reform Reclassification. In February 2018, FASB issued an ASU that allows entities to elect to reclassify the stranded income tax effects caused by the December 2017 Tax Cuts and Jobs Act (the Act) in accumulated other comprehensive income (AOCI) to retained earnings. This election applies to the U.S. federal income tax rate change from 35 percent to 21 percent. FCX elected to early adopt this standard effective July 1, 2018, which resulted in a one-time reclassification totaling \$79 million from AOCI to retained earnings in third-quarter 2018. FCX has not elected to reclassify other “indirect” income tax effects of the Act stranded in AOCI. Any additional income tax effects stranded in AOCI will continue to pass through earnings in future periods as specific classes of AOCI items are reversed.

Fair Value Measurement. In August 2018, FASB issued an ASU in connection with the disclosure framework project that modifies the disclosure requirements on fair value measurements. FCX early adopted this ASU in third-quarter 2018, which did not have a material impact on its financial statements.

Defined Benefit Plans . In August 2018, FASB issued an ASU in connection with the disclosure framework project that modifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. FCX early adopted this ASU in fourth-quarter 2018, which did not have a material impact on its financial statements.

Reclassifications. As a result of adopting new accounting standards in 2018 (refer to New Accounting Standards in this Note) and the reclassification of assets held for sale (refer to Note 2), certain prior year amounts have been reclassified to conform with the current year presentation.

NOTE 2. ACQUISITIONS AND DISPOSITIONS

PT-FI Divestment. On December 21, 2018, FCX completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership.

Pursuant to the previously announced divestment agreement and related documents, PT Indonesia Asahan Aluminium (Persero) (PT Inalum), an Indonesian state-owned enterprise, acquired for cash consideration of \$3.85 billion all of Rio Tinto plc's (Rio Tinto) interests associated with its joint venture with PT-FI (the former Rio Tinto Joint Venture) and 100 percent of FCX's interests in PT Indonesia Papua Metal Dan Mineral (PTI - formerly known as PT Indocopper Investama), which at the time owned 9.36 percent of PT-FI. Of the \$3.85 billion in cash consideration, Rio Tinto received \$3.5 billion, and FCX received \$350 million. In addition, Rio Tinto paid FCX \$107 million for its share of the 2018 joint venture cash flows.

In connection with the transaction, an aggregate 40 percent share ownership in PT-FI was issued to PT Inalum and PTI (which is expected to be owned by PT Inalum and the provincial/regional government in Papua). Based on a subscription of PT Inalum's rights to acquire for cash consideration of \$3.5 billion all of Rio Tinto's interests in the former Rio Tinto Joint Venture, PT-FI acquired all of the common stock of the entity (PT Rio Tinto Indonesia) that held Rio Tinto's interest. After the transaction, PT Inalum's (26.24 percent) and PTI's (25.00 percent) collective share ownership of PT-FI totals 51.24 percent and FCX's share ownership totals 48.76 percent. The arrangements provide for FCX and the other pre-transaction PT-FI shareholders (*i.e.*, PT Inalum and PTI) to retain the economics of the revenue and cost sharing arrangements under the former Rio Tinto Joint Venture. As a result, FCX's economic interest in PT-FI is expected to approximate 81 percent from 2019 through 2022.

The divestment agreement provides that FCX will indemnify PT Inalum and PTI from any losses (reduced by receipts) arising from any tax disputes of PT-FI disclosed to PT Inalum in a Jakarta, Indonesia tax court letter limited to PTI's respective percentage share at the time the loss is finally incurred. Any net obligations arising from any tax settlement would be paid on December 21, 2025.

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FCX, PT-FI, PTI and PT Inalum entered into a shareholders agreement (the PT-FI Shareholders Agreement), which includes provisions related to the governance and management of PT-FI. FCX considered the terms of the PT-FI Shareholders Agreement and related governance structure, including whether PT Inalum has substantive participating rights, and concluded that it has retained control and would continue to consolidate PT-FI in its financial statements following the transaction. Among other terms, the governance arrangements under the PT-FI Shareholders Agreement transfers control over the management of PT-FI's mining operations to an operating committee, which is controlled by FCX. Additionally, as discussed above, the existing PT-FI shareholders will retain the economics of the revenue and cost-sharing arrangements under the former Rio Tinto Joint Venture, so that FCX's economic interest in the project through 2041 will not be significantly affected by the transaction. FCX believes its conclusion to continue to consolidate PT-FI in its financial statements is in accordance with SEC Regulation S-X, Rule 3A-02 (a), which provides for situations in which consolidation of an entity, notwithstanding the lack of majority ownership, is necessary to present fairly the financial position and results of operations of the registrant, because of the existence of a parent-subsidary relationship by means other than record ownership of voting stock.

FCX also analyzed PT-FI's acquisition of the Rio Tinto Joint Venture interests and concluded the transaction should be accounted for as an asset acquisition as substantially all of the fair value of the gross assets acquired is concentrated in mineral reserves and related long-lived mining assets. The acquisition was a single asset because substantially all of the acquired assets are linked to each other and cannot be physically removed without causing a significant diminution to the fair value of the other assets. PT-FI allocated the \$3.5 billion purchase price to the assets acquired and liabilities assumed based on their estimated fair values on the acquisition date. The fair value estimates were based on, but not limited to, long-term metal price assumptions of \$3.00 per pound of copper and \$1,300 per ounce of gold; expected future cash flows based on estimated reserve quantities; costs to produce and develop the related reserves; current replacement cost for similar capacity for certain fixed assets; and appropriate discount rates using an estimated international cost of capital of 14 percent. The estimates were primarily based on significant inputs not observable in the market (as discussed above) and thus represent Level 3 measurements.

The following table summarizes the allocation of the purchase price:

Current assets	\$	25
Property, plant, equipment and mine development costs:		
Mineral reserves		3,056
Mine development, infrastructure and other		1,559
Liabilities other than taxes		(77)
Deferred income taxes, net		(1,063) ^a
Total purchase price	\$	<u>3,500</u>

a. Deferred income taxes have been recognized on the fair value adjustments to net assets using an Indonesia corporate income tax rate of 25 percent .

Under applicable accounting guidance, changes in ownership that do not result in a change in control are accounted for as equity transactions with no impact on net income. The following table summarizes the consolidated impact of the transaction discussed above on FCX's consolidated balance sheet as of December 21, 2018:

Cash	\$	458
Other current assets		23
Property, plant, equipment and mine development costs:		
Mineral reserves		3,056
Mine development, infrastructure and other		1,559
Liabilities other than taxes		(77)
Deferred income taxes, net		(788)
Noncontrolling interests		(4,762) ^a
Capital in excess of par value		531

a. Primarily reflects the approximate 40 percent economic interest in the former Rio Tinto Joint Venture for the period from 2023 through 2041, which was acquired by PTI and PT Inalum.

FCX considered if the adjustment to capital in excess of par value was an indicator of impairment and after considering other factors, such as PT-FI's historical results and projected undiscounted cash flows, concluded that it did not indicate a potential impairment at PT-FI.

TF Holdings Limited - Discontinued Operations. On November 16, 2016, FCX completed the sale of its 70 percent interest in TF Holdings Limited (TFHL) to China Molybdenum Co., Ltd. (CMOC) for \$2.65 billion in cash (before closing adjustments) and contingent consideration of up to \$120 million in cash, consisting of \$60 million if the average copper price exceeds \$3.50 per pound and \$60 million if the average cobalt price exceeds \$20 per pound, both during the 24-month period beginning January 1, 2018. One-half of the proceeds from this transaction was used to repay borrowings under FCX's unsecured bank term loan.

The contingent consideration is considered a derivative, and the fair value will be adjusted through December 31, 2019. The fair value of the contingent consideration derivative (included in other assets in the consolidated balance sheets) was \$57 million at December 31, 2018, and \$74 million at December 31, 2017. (Losses) gains resulting from changes in the fair value of the contingent consideration derivative (\$17 million in 2018, \$61 million in 2017 and \$13 million in 2016) are included in net (loss) income from discontinued operations and primarily resulted from fluctuations in cobalt and copper prices. Future changes in the fair value of the contingent consideration derivative will continue to be recorded in discontinued operations.

In accordance with accounting guidance, FCX reported the results of operations of TFHL as discontinued operations in the consolidated statements of operations because the disposal represents a strategic shift that had a major effect on operations. The consolidated statements of comprehensive income (loss) were not impacted by discontinued operations as TFHL did not have any other comprehensive income (loss), and the consolidated statements of cash flows are reported on a combined basis without separately presenting discontinued operations.

Net (loss) income from discontinued operations in the consolidated statements of operations consists of the following:

	Years Ended December 31,		
	2018	2017	2016
Revenues ^a	\$ —	\$ 13	\$ 959
Costs and expenses:			
Production and delivery costs	—	—	833
Depreciation, depletion and amortization	—	—	80 ^b
Interest expense allocated from parent	—	—	39 ^c
Other costs and expenses, net	—	—	10
Income (loss) before income taxes and net (loss) gain on disposal	—	13	(3)
Net (loss) gain on disposal	(15) ^d	57 ^d	(198) ^e
Net (loss) income before income taxes	(15)	70	(201)
(Provision for) benefit from income taxes	—	(4)	8
Net (loss) income from discontinued operations	<u>\$ (15)</u>	<u>\$ 66</u>	<u>\$ (193)</u>

- In accordance with accounting guidance, amounts are net of recognition (eliminations) of intercompany sales totaling \$13 million in 2017 and \$(157) million in 2016.
- In accordance with accounting guidance, depreciation, depletion and amortization was suspended subsequent to classification as assets held for sale, which occurred in May 2016.
- In accordance with accounting guidance, interest associated with FCX's unsecured bank term loan that was required to be repaid as a result of the sale of TFHL has been allocated to discontinued operations.
- Includes a (loss) gain of \$(17) million in 2018 and \$61 million in 2017 associated with the change in the fair value of contingent consideration.
- Includes a charge of \$33 million associated with the settlement agreement entered into with Gécamines, partly offset by a gain of \$13 million for the fair value of contingent consideration.

Cash flows from discontinued operations included in the consolidated statements of cash flows for the year ended December 31, 2016, follow:

Net cash provided by operating activities	\$	241
Net cash used in investing activities		(73)
Net cash used in financing activities		(123)
Increase in cash and cash equivalents	\$	45

Assets Held for Sale. As a result of the 2016 sale of TFHL, FCX planned to sell its effective 56 percent interest in Freeport Cobalt and its wholly owned Kisanfu exploration project. Freeport Cobalt includes the large-scale cobalt refinery in Kokkola, Finland, and the related sales and marketing business. Kisanfu is a copper and cobalt exploration project, located near Tenke in the Democratic Republic of Congo (DRC). The assets and liabilities of Freeport Cobalt and Kisanfu were previously classified as held for sale in the consolidated balance sheet at December 31, 2017, and a \$110 million estimated loss on disposal was recognized in 2016 when these assets were classified as held for sale (included in net gain on sales of assets in the consolidated statements of operations).

FCX is continuing to assess opportunities for its Kisanfu copper and cobalt exploration project, including development of the project on its own or a sale of all or a minority stake in the project. In 2017, a gain of \$13 million was recorded to adjust the Kisanfu assets to their carrying value when they were initially classified as held for sale. In second-quarter 2018, management concluded it no longer believes that it is probable an outright sale will occur in the near term and the related assets and liabilities should no longer be classified as held for sale. Because of this conclusion, revisions to the consolidated balance sheet as of December 31, 2017, included a \$90 million increase to property, plant, equipment and mine development costs, net, with an offsetting reduction in current assets held for sale, and a \$27 million increase to deferred income taxes, with an offsetting reduction in current liabilities held for sale.

FCX continues to market the Freeport Cobalt assets, but concluded that they no longer qualified as held for sale as of December 31, 2018. In accordance with applicable accounting guidance, during 2018, FCX recorded a gain of \$97 million to adjust the Freeport Cobalt assets to their carrying value when they were initially classified as held for sale. During fourth-quarter 2018, FCX also recorded \$48 million of depreciation, depletion and amortization expense that was suspended while the assets were held for sale from December 2016 through September 2018. The carrying amounts of Freeport Cobalt's major classes of assets and liabilities, which were reclassified from held for sale in the consolidated balance sheet at December 31, 2017, follow:

Assets

Cash and cash equivalents	\$	79
Trade receivables		76
Inventories		256
Other receivables and current assets		20
Property, plant, equipment and mine development costs, net		60
Other assets		3
Total previously included in current assets held for sale	\$	494

Liabilities

Accounts payable and accrued liabilities	\$	176
Accrued income taxes		18
Long-term debt		112
Deferred income taxes and asset retirement obligations		17
Total previously included in current liabilities held for sale	\$	323

Morenci. In May 2016, FCX sold a 13 percent undivided interest in its Morenci unincorporated joint venture to SMM Morenci, Inc. for \$1.0 billion in cash. FCX recorded a \$576 million gain on the transaction and used losses to offset cash taxes on the transaction. A portion of the proceeds from the transaction was used to repay borrowings under FCX's unsecured bank term loan and revolving credit facility.

The Morenci unincorporated joint venture was owned 85 percent by FCX and 15 percent by Sumitomo Metal Mining Arizona, Inc. (Sumitomo). As a result of the transaction, the unincorporated joint venture is owned 72 percent by FCX, 15 percent by Sumitomo and 13 percent by SMM Morenci, Inc. (an affiliate of Sumitomo Metal Mining Co, Ltd.).

Timok. In May 2016, FMC sold an interest in the Timok exploration project in Serbia to Global Reservoir Minerals Inc. (now known as Nevsun Resources, Ltd.) for consideration of \$135 million in cash and contingent consideration of up to \$107 million payable to FCX in stages upon achievement of defined development milestones. As a result of this transaction, FCX recorded a gain of \$133 million in 2016, and no amounts were recorded for contingent consideration under the loss recovery approach. A portion of the proceeds from the transaction was used to repay borrowings under FCX's unsecured bank term loan.

Oil and Gas Operations. In 2018, FCX Oil & Gas LLC (FM O&G) disposed of certain property interests that resulted in the recognition of a gain of \$27 million, primarily associated with the abandonment obligations that were assumed by the acquirer. In 2017, FM O&G sold certain property interests for cash consideration of \$80 million (before closing adjustments). Under the full cost accounting rules, the sales resulted in the recognition of gains of \$49 million in 2017.

In December 2016, FM O&G completed the sale of its onshore California oil and gas properties to Sentinel Peak Resources California LLC (Sentinel) for cash consideration of \$592 million (before closing adjustments from the July 1, 2016, effective date) and contingent consideration of up to \$150 million, consisting of \$50 million per year for 2018, 2019 and 2020 if the price of Brent crude oil averages over \$70 per barrel in each of these calendar years. The contingent consideration is considered a derivative, and the fair value will be adjusted through the year 2020. The fair value of the contingent consideration derivative (included in other assets in the consolidated balance sheets) was \$16 million at December 31, 2018, and \$34 million at December 31, 2017. The contingent consideration of \$50 million for 2018 was realized because the average Brent crude oil price exceeded \$70 per barrel for the year and was included in other current assets in the consolidated balance sheet at December 31, 2018. Future changes in the fair value of the contingent consideration derivative will continue to be recorded in operating income. Sentinel assumed abandonment obligations associated with the properties.

In December 2016, FM O&G completed the sale of its Deepwater Gulf of Mexico (GOM) oil and gas properties to Anadarko Petroleum Corporation (Anadarko) for cash consideration of \$2.0 billion (before closing adjustments from the August 1, 2016, effective date) and up to \$150 million in contingent payments. The contingent payments were recorded under the loss recovery approach, whereby contingent gains are recorded up to the amount of any loss on the sale, and reduced the loss on the sale in 2016. The contingent payments were included in other current assets (\$27 million) and other assets (\$116 million) at December 31, 2018, and in other current assets (\$24 million) and other assets (\$126 million) at December 31, 2017, in the consolidated balance sheets. The contingent payments will be received over time (\$7 million was collected in 2018) as Anadarko realizes future cash flows in connection with a third-party production handling agreement for an offshore platform. Anadarko assumed abandonment obligations associated with these properties. A portion of the proceeds from this transaction was used to repay FCX's remaining outstanding borrowings under its unsecured bank term loan.

Under the full cost accounting rules, the sales of the Deepwater GOM and onshore California oil and gas properties required gain (loss) recognition (net loss of \$9 million in 2016, which was net of \$150 million for contingent payments associated with the Deepwater GOM sale and \$33 million for the fair value of contingent consideration from the onshore California sale) because of their significance to the full cost pool.

In connection with the sale of the Deepwater GOM oil and gas properties, FM O&G entered into an agreement to amend the terms of the Plains Offshore Operations Inc. Preferred Stock that was reported as redeemable noncontrolling interest on FCX's financial statements. The amendment provided FM O&G the right to call these securities for \$582 million. FM O&G exercised this option in December 2016 and recorded a \$199 million gain on redemption to retained earnings.

In July 2016, FM O&G sold its Haynesville shale assets for cash consideration of \$87 million, before closing adjustments. In June 2016, FM O&G sold certain oil and gas royalty interests to Black Stone Minerals, L.P. for cash consideration of \$102 million, before closing adjustments. Under the full cost accounting rules, the proceeds from these transactions were recorded as a reduction of capitalized oil and gas properties, with no gain or loss recognition in 2016 because the reserves were not significant to the full cost pool.

NOTE 3. OWNERSHIP IN SUBSIDIARIES AND JOINT VENTURES

Ownership in Subsidiaries. FMC produces copper and molybdenum, with mines in North America and South America. At December 31, 2018, FMC's operating mines in North America were Morenci, Bagdad, Safford, Sierrita and Miami located in Arizona; Tyrone and Chino located in New Mexico; and Henderson and Climax located in Colorado. FCX has a 72 percent interest (subsequent to the sale of a 13 percent undivided interest on May 31, 2016) in Morenci (refer to "Joint Ventures – Sumitomo and SMM Morenci, Inc.") and owns 100 percent of the other North America mines. At December 31, 2018, operating mines in South America were Cerro Verde (53.56 percent owned) located in Peru and El Abra (51 percent owned) located in Chile. At December 31, 2018, FMC's net assets totaled \$16.0 billion and its accumulated deficit totaled \$14.0 billion. FCX had no loans outstanding to FMC at December 31, 2018.

FCX's direct share ownership in PT-FI totaled 81.28 percent through December 21, 2018, and 48.76 percent thereafter. PTI owned 9.36 percent of PT-FI through December 21, 2018, and FCX owned 100 percent of PTI through December 21, 2018. Refer to Note 2 for a discussion of the PT-FI divestment. Refer to "Joint Ventures - Former Rio Tinto Joint Venture" for discussion of PT-FI's unincorporated joint venture. At December 31, 2018, PT-FI's net assets totaled \$10.5 billion and its retained earnings totaled \$6.6 billion. FCX had \$76 million in intercompany loans to PT-FI outstanding at December 31, 2018.

FCX owns 100 percent of the outstanding Atlantic Copper common stock. At December 31, 2018, Atlantic Copper's net liabilities totaled \$23 million and its accumulated deficit totaled \$436 million. FCX had \$434 million in intercompany loans to Atlantic Copper outstanding at December 31, 2018.

FCX owns 100 percent of FM O&G, which, as of December 31, 2018, has oil and gas assets that primarily include natural gas production onshore in South Louisiana and oil production offshore California. At December 31, 2018, FM O&G's net liabilities totaled \$14.2 billion and its accumulated deficit totaled \$25.8 billion. FCX had \$10.6 billion in intercompany loans to FM O&G outstanding at December 31, 2018, which were fully impaired.

Joint Ventures. FCX has the following unincorporated joint ventures.

Former Rio Tinto Joint Venture. On December 21, 2018, PT-FI acquired Rio Tinto's interest in the joint venture and is consolidating 100 percent of the Indonesia operations (refer to Note 2 for discussion of the PT-FI divestment). Pursuant to Rio Tinto's previous joint venture agreement with PT-FI, Rio Tinto had a 40 percent interest in certain assets and future production exceeding specified annual amounts of copper, gold and silver through 2022 in Block A of PT-FI's former Contract of Work (COW), and, after 2022, a 40 percent interest in all production from Block A. The amount due Rio Tinto for its share of joint venture cash flows was \$30 million at December 31, 2017.

Sumitomo and SMM Morenci, Inc. FMC owns a 72 percent undivided interest in Morenci via an unincorporated joint venture. The remaining 28 percent is owned by Sumitomo (15 percent) and SMM Morenci, Inc. (13 percent). Each partner takes in kind its share of Morenci's production. FMC purchased 178 million pounds of Morenci's copper cathode from Sumitomo and SMM Morenci, Inc. at market prices for \$519 million during 2018. FMC had receivables from Sumitomo and SMM Morenci, Inc. totaling \$13 million at December 31, 2018, and \$18 million at December 31, 2017.

NOTE 4. INVENTORIES, INCLUDING LONG-TERM MILL AND LEACH STOCKPILES

The components of inventories follow:

	December 31,	
	2018	2017
Current inventories:		
Total materials and supplies, net ^a	\$ 1,528	\$ 1,323
Mill stockpiles	\$ 282	\$ 360
Leach stockpiles	1,171	1,062
Total current mill and leach stockpiles	\$ 1,453	\$ 1,422
Raw materials (primarily concentrate)	\$ 260	\$ 265
Work-in-process	192	154
Finished goods	1,326	985
Total product inventories	\$ 1,778	\$ 1,404
Long-term inventories:		
Mill stockpiles	\$ 265	\$ 300
Leach stockpiles	1,049	1,109
Total long-term inventories ^b	\$ 1,314	\$ 1,409

a. Materials and supplies inventory was net of obsolescence reserves totaling \$24 million at December 31, 2018 , and \$29 million at December 31, 2017 .

b. Estimated metals in stockpiles not expected to be recovered within the next 12 months.

FCX recorded charges for adjustments to metals inventory carrying values of \$4 million in 2018 , \$8 million in 2017 and \$36 million in 2016 (primarily for molybdenum inventories).

NOTE 5. PROPERTY, PLANT, EQUIPMENT AND MINE DEVELOPMENT COSTS, NET

The components of net property, plant, equipment and mine development costs follow:

	December 31,	
	2018	2017
Proven and probable mineral reserves	\$ 7,089	\$ 3,974
VBPP	477	536
Mine development and other	8,195	6,213
Buildings and infrastructure	8,051	7,553
Machinery and equipment	12,985	12,330
Mobile equipment	4,010	3,766
Construction in progress	3,006	2,971
Oil and gas properties	27,292	27,453
Total	71,105	64,796
Accumulated depreciation, depletion, and amortization ^a	(43,095)	(41,802)
Property, plant, equipment and mine development costs, net	\$ 28,010	\$ 22,994

a. Includes accumulated amortization of \$27.3 billion and \$27.4 billion for oil and gas properties at December 31, 2018 and 2017, respectively.

In 2018, FCX recorded \$4.6 billion for proven and probable mineral reserves and other property, plant, equipment and mine development costs associated with the acquisition of PT Rio Tinto Indonesia (refer to Note 2 for further discussion).

FCX recorded \$1.7 billion for VBPP in connection with the FMC acquisition in 2007 (excluding \$544 million associated with mining operations that were sold) and transferred \$59 million to proven and probable mineral reserves during 2018 and \$752 million prior to 2018 (\$112 million in 2017). Cumulative impairments of VBPP total \$485 million , which were primarily recorded in 2008.

Capitalized interest, which primarily related to FCX's mining operations' capital projects, totaled \$96 million in 2018 , \$121 million in 2017 and \$92 million in 2016 .

During 2017 and 2018, FCX concluded there were no events or changes in circumstances that would indicate that the carrying amount of its long-lived mining assets might not be recoverable.

NOTE 6. OTHER ASSETS

The components of other assets follow:

	December 31,	
	2018	2017
Disputed tax assessments: ^a		
PT-FI	\$ 493	\$ 417
Cerro Verde	183	185
Long-term receivable for taxes ^b	260	445
Intangible assets ^c	398	307
Investments:		
Assurance bond ^d	126	123
PT Smelting ^e	125	61
Fixed income and equity securities	29	30
Other	36	48
Contingent consideration associated with sales of assets ^f	189	234
Legally restricted funds ^g	181	189
Rio Tinto's share of ARO	—	68
Long-term employee receivables	20	20
Other	132	146
Total other assets	\$ 2,172	\$ 2,273

a. Refer to Note 12 for further discussion.

b. Includes tax overpayments and refunds not expected to be realized within the next 12 months (primarily associated with U.S. tax reform, refer to Note 11).

c. Indefinite-lived intangible assets totaled \$215 million at December 31, 2018 and 2017 . Accumulated amortization of definite-lived intangible assets totaled \$51 million at December 31, 2018 , and \$46 million at December 31, 2017 .

d. Relates to PT-FI's commitment for the development of a new smelter in Indonesia (refer to Note 13 for further discussion).

e. PT-FI's 25 percent ownership in PT Smelting (smelter and refinery in Gresik, Indonesia) is recorded using the equity method. Amounts were reduced by unrecognized profits on sales from PT-FI to PT Smelting totaling \$11 million at December 31, 2018 , and \$68 million at December 31, 2017 . Trade accounts receivable from PT Smelting totaled \$176 million at December 31, 2018 , and \$308 million at December 31, 2017 .

f. Refer to Note 2 for further discussion.

g. Includes \$180 million at December 31, 2018 and 2017 , held in trusts for AROs related to properties in New Mexico (refer to Note 12 for further discussion).

NOTE 7. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

The components of accounts payable and accrued liabilities follow:

	December 31,	
	2018	2017
Accounts payable	\$ 1,661	\$ 1,546
Salaries, wages and other compensation	273	241
Accrued interest ^a	183	168
PT-FI contingencies ^b	162	—
Accrued taxes, other than income taxes	109	129
Pension, postretirement, postemployment and other employee benefits ^c	78	114
Deferred revenue	35	91
Accrued mining royalties	29	68
Other	95	140
Total accounts payable and accrued liabilities	\$ 2,625	\$ 2,497

a. Third-party interest paid, net of capitalized interest, was \$500 million in 2018 , \$565 million in 2017 and \$743 million in 2016 .

b. Refer to Note 12 for further discussion.

c. Refer to Note 9 for long-term portion.

NOTE 8. DEBT

FCX's debt at December 31, 2018, included additions of \$58 million (\$97 million at December 31, 2017) for unamortized fair value adjustments (primarily from the 2013 oil and gas acquisitions), and is net of reductions of \$69 million (\$85 million at December 31, 2017) for unamortized net discounts and unamortized debt issuance costs. The components of debt follow:

	December 31,	
	2018	2017
Revolving credit facility	\$ —	\$ —
Cerro Verde credit facility	1,023	1,269
Senior notes and debentures:		
Issued by FCX:		
2.375% Senior Notes due 2018	—	1,408
3.100% Senior Notes due 2020	999	997
4.00% Senior Notes due 2021	597	596
6.75% Senior Notes due 2022	—	427
3.55% Senior Notes due 2022	1,886	1,884
6 ⁷ / ₈ % Senior Notes due 2023	768	776
3.875% Senior Notes due 2023	1,915	1,914
4.55% Senior Notes due 2024	845	845
5.40% Senior Notes due 2034	741	740
5.450% Senior Notes due 2043	1,843	1,842
Issued by FMC:		
7 ¹ / ₈ % Debentures due 2027	115	115
9½% Senior Notes due 2031	126	127
6 ¹ / ₈ % Senior Notes due 2034	117	116
Issued by Freeport-McMoRan Oil & Gas LLC (FM O&G LLC):		
6 ⁷ / ₈ % Senior Notes due 2023	—	54
Other	166	119
Total debt	11,141	13,229
Less current portion of debt	(17)	(1,414)
Long-term debt	\$ 11,124	\$ 11,815

Revolving Credit Facility. At December 31, 2018, there were no borrowings outstanding and \$13 million in letters of credit issued under FCX's revolving credit facility, resulting in availability of approximately \$3.5 billion, of which approximately \$1.5 billion could be used for additional letters of credit.

In April 2018, FCX, PT-FI and FM O&G LLC entered into a new \$3.5 billion, five-year, unsecured revolving credit facility, which replaced FCX's prior revolving credit facility (scheduled to mature on May 31, 2019). The new revolving credit facility is available until April 20, 2023, with \$500 million available to PT-FI, and up to \$1.5 billion available in letters of credit, and has a substantially similar structure and terms as the prior revolving credit facility. Interest on loans made under the new revolving credit facility is, at the option of FCX, determined based on the adjusted London Interbank Offered rate (LIBOR) or the alternate base rate (each as defined in the new revolving credit facility) plus a spread to be determined by reference to FCX's credit ratings.

Cerro Verde Credit Facility. In March 2014, Cerro Verde entered into a five-year, \$1.8 billion senior unsecured credit facility that is nonrecourse to FCX and the other shareholders of Cerro Verde. In June 2017, Cerro Verde's credit facility was amended (balance outstanding at the time of amendment was \$1.275 billion) to increase the commitment by \$225 million to \$1.5 billion, to modify the amortization schedule and to extend the maturity date to June 19, 2022. The amended credit facility amortizes in four installments, with \$225 million due on December 31, 2020 (of which \$5 million was prepaid during 2018 and \$220 million was prepaid during 2017), \$225 million due on June 30, 2021 (which was fully prepaid during 2018), \$525 million due on December 31, 2021 (of which \$20 million was prepaid during 2018), and the remaining balance due on the maturity date of June 19, 2022. All other terms, including the interest rates, remain the same. Interest under the term loan is based on LIBOR plus a spread based on Cerro Verde's total net debt to earnings before interest, taxes, depreciation and amortization (EBITDA) ratio as defined in the agreement. The interest rate on Cerro Verde's credit facility was 4.42 percent at December 31, 2018.

Cerro Verde Shareholder Loans. In December 2014, Cerro Verde entered into loan agreements with three of its shareholders for borrowings up to \$800 million . In June 2017, Cerro Verde used the proceeds from its amended credit facility plus available cash to repay the balance of its outstanding shareholder loans. The remaining availability for borrowings under these agreements totals \$200 million .

Senior Notes issued by FCX. In December 2016, FCX completed an exchange offer and consent solicitation associated with FM O&G LLC senior notes. Holders representing 89 percent of the outstanding FM O&G LLC senior notes tendered their notes and received new FCX senior notes. Each series of newly issued FCX senior notes have an interest rate that is identical to the interest rate of the applicable series of FM O&G LLC senior notes. The newly issued FCX senior notes are senior unsecured obligations of FCX and rank equally in right of payment with all other existing and future senior unsecured indebtedness of FCX. A summary of the tenders follows:

	Principal Amount Outstanding	Principal Amount Tendered	Book Value of New FCX Senior Notes
6.125% Senior Notes due 2019	\$ 237	\$ 179	\$ 186
6½% Senior Notes due 2020	617	552	583
6.625% Senior Notes due 2021	261	228	242
6.75% Senior Notes due 2022	449	404	432
6 ⁷ / ₈ % Senior Notes due 2023	778	728	785
	<u>\$ 2,342</u>	<u>\$ 2,091</u>	<u>\$ 2,228</u>

The principal amounts were increased by \$151 million to reflect the remaining unamortized acquisition-date fair market value adjustments associated with the 2013 oil and gas acquisitions. In addition, FCX paid \$14 million in cash consideration for FM O&G LLC's senior notes that were tendered, which reduced the book value of the new FCX senior notes. All of these senior notes, except the 6.75% Senior Notes due 2022 and the 6 ⁷/₈ % Senior Notes due 2023, were redeemed during 2017 and the 6.75% Senior Notes due 2022 were redeemed during 2018 (refer to Early Extinguishment and Exchanges of Debt in this note). The 6 ⁷/₈ % Senior Notes due 2023 are redeemable in whole or in part, at the option of FCX, at a make-whole redemption price prior to February 15, 2020, and at a specified redemption price thereafter. As of December 31, 2018, the book value of these senior notes totaled \$768 million , which reflects the remaining unamortized acquisition-date fair market value adjustments (\$46 million) and the cash consideration (\$6 million) that are being amortized over the term of these senior notes and recorded as a net reduction of interest expense.

In November 2014, FCX sold \$750 million of 2.30% Senior Notes due 2017 (which matured and were repaid in 2017), \$600 million of 4.00% Senior Notes due 2021, \$850 million of 4.55% Senior Notes due 2024 and \$800 million of 5.40% Senior Notes due 2034 for total net proceeds of \$2.97 billion .

In March 2013, in connection with the financing of the 2013 oil and gas acquisitions, FCX issued \$6.5 billion of unsecured senior notes in four tranches. FCX sold \$1.5 billion of 2.375% Senior Notes due March 2018 (which matured and were repaid in 2018), \$1.0 billion of 3.100% Senior Notes due March 2020, \$2.0 billion of 3.875% Senior Notes due March 2023 and \$2.0 billion of 5.450% Senior Notes due March 2043 for total net proceeds of \$6.4 billion .

In February 2012, FCX sold \$500 million of 2.15% Senior Notes due 2017 (which matured and were repaid in 2017) and \$2.0 billion of 3.55% Senior Notes due 2022 for total net proceeds of \$2.47 billion .

The 3.100% Senior Notes due 2020 and 4.00% Senior Notes due 2021 are redeemable in whole or in part, at the option of FCX, at a make-whole redemption price. The senior notes listed below are redeemable in whole or in part, at the option of FCX, at a make-whole redemption price prior to the dates stated below, and beginning on the dates stated below at 100 percent of principal.

Debt Instrument	Date
3.55% Senior Notes due 2022	December 1, 2021
3.875% Senior Notes due 2023	December 15, 2022
4.55% Senior Notes due 2024	August 14, 2024
5.40% Senior Notes due 2034	May 14, 2034
5.450% Senior Notes due 2043	September 15, 2042

These senior notes rank equally with FCX's other existing and future unsecured and unsubordinated indebtedness.

Early Extinguishment and Exchanges of Debt. During 2018, FCX redeemed in full certain senior notes, and holders received the principal amounts together with the redemption premiums and accrued and unpaid interest up to the redemption date. A summary of these redemptions follows:

	Principal Amount	Net Adjustments	Book Value	Redemption Value	Gain
FCX 6.75% Senior Notes due 2022	\$ 404	\$ 22	\$ 426	\$ 418	\$ 8
FM O&G LLC 6 ⁷ / ₈ % Senior Notes due 2023	50	4	54	52	2
	<u>\$ 454</u>	<u>\$ 26</u>	<u>\$ 480</u>	<u>\$ 470</u>	<u>\$ 10</u>

Partially offsetting the \$10 million gain were losses of \$3 million, primarily associated with Cerro Verde's prepayments in 2018 and entering into the new revolving credit facility in April 2018.

During 2017, FCX redeemed in full or purchased in open-market transactions certain senior notes. A summary of these debt extinguishments follows:

	Principal Amount	Net Adjustments	Book Value	Redemption Value	Gain
2.375% Senior Notes due 2018	\$ 74	\$ —	\$ 74	\$ 74	\$ —
FCX 6.125% Senior Notes due 2019	179	5	184	182	2
FM O&G LLC 6.125% Senior Notes due 2019	58	2	60	59	1
FCX 6½% Senior Notes due 2020	552	23	575	562	13
FM O&G LLC 6½% Senior Notes due 2020	65	3	68	66	2
FCX 6.625% Senior Notes due 2021	228	12	240	234	6
FM O&G LLC 6.625% Senior Notes due 2021	33	2	35	34	1
FM O&G LLC 6.750% Senior Notes due 2022	45	2	47	46	1
	<u>\$ 1,234</u>	<u>\$ 49</u>	<u>\$ 1,283</u>	<u>\$ 1,257</u>	<u>\$ 26</u>

Partially offsetting the \$26 million gain was a net loss of \$5 million, primarily associated with the modification of Cerro Verde's credit facility in June 2017 and Cerro Verde's prepayment in December 2017.

During 2016, FCX redeemed certain senior notes in exchange for its common stock (refer to Note 10 for further discussion) and purchased certain senior notes in open-market transactions. A summary of these transactions follows:

	Principal Amount	Net Adjustments	Book Value	Redemption Value	Gain
2.30% Senior Notes due 2017	\$ 20	\$ —	\$ 20	\$ 20	\$ —
2.375% Senior Notes due 2018	18	—	18	18	—
3.55% Senior Notes due 2022	108	(1)	107	96	11
3.875% Senior Notes due 2023	77	—	77	68	9
5.40% Senior Notes due 2034	50	(1)	49	41	8
5.450% Senior Notes due 2043	134	(2)	132	106	26
	<u>\$ 407</u>	<u>\$ (4)</u>	<u>\$ 403</u>	<u>\$ 349</u>	<u>\$ 54</u>

Partially offsetting the \$54 million gain was \$28 million in losses, primarily related to deferred debt issuance costs for an unsecured bank term loan that was repaid and costs associated with the December 2016 senior note exchange offer and consent solicitation.

Guarantees. Refer to Note 17 for a discussion of FCX's senior notes guaranteed by FM O&G LLC.

Restrictive Covenants. FCX's revolving credit facility contains customary affirmative covenants and representations, and also contains a number of negative covenants that, among other things, restrict, subject to certain exceptions, the ability of FCX's subsidiaries that are not borrowers or guarantors to incur additional indebtedness (including guarantee obligations) and FCX's or its subsidiaries' abilities to: create liens on assets; enter into sale and leaseback transactions; engage in mergers, liquidations and dissolutions; and sell assets. FCX's revolving credit facility also contains financial ratios governing maximum total leverage and minimum interest expense coverage. FCX's leverage ratio (ratio of total debt to consolidated EBITDA, as defined in the credit agreement) cannot exceed 3.75 x, and the minimum interest expense coverage ratio (ratio of consolidated EBITDA to consolidated cash interest expense, as defined in the credit agreement) is 2.25 x. FCX's senior notes contain limitations on liens. At December 31, 2018, FCX was in compliance with all of its covenants.

Maturities. Maturities of debt instruments based on the principal amounts and terms outstanding at December 31, 2018, total \$17 million in 2019, \$1.0 billion in 2020, \$1.1 billion in 2021, \$2.4 billion in 2022, \$2.7 billion in 2023 and \$3.9 billion thereafter.

NOTE 9. OTHER LIABILITIES, INCLUDING EMPLOYEE BENEFITS

The components of other liabilities follow:

	December 31,	
	2018	2017
Pension, postretirement, postemployment and other employment benefits ^a	\$ 1,174	\$ 1,154
Cerro Verde royalty dispute	631	368
Provision for tax positions	230	291
Other	195	199
Total other liabilities	\$ 2,230	\$ 2,012

a. Refer to Note 7 for current portion.

Pension Plans. Following is a discussion of FCX's pension plans.

FMC Plans. FMC has U.S. trustee, non-contributory pension plans covering substantially all of its U.S. employees and some employees of its international subsidiaries hired before 2007. The applicable FMC plan design determines the manner in which benefits are calculated for any particular group of employees. Benefits are calculated based on final average monthly compensation and years of service or based on a fixed amount for each year of service. Non-bargained FMC employees hired after December 31, 2006, are not eligible to participate in the FMC U.S. pension plan.

FCX's funding policy for these plans provides that contributions to pension trusts shall be at least equal to the minimum funding requirements of the Employee Retirement Income Security Act of 1974, as amended, for U.S. plans; or, in the case of international plans, the minimum legal requirements that may be applicable in the various countries. Additional contributions also may be made from time to time.

FCX's policy for determining asset-mix targets for the FMC plan assets held in a master trust (Master Trust) includes the periodic development of asset allocation studies and review of the liabilities to determine expected long-term rates of return and expected risk for various investment portfolios. FCX's retirement plan administration and investment committee considers these studies in the formal establishment of asset-mix targets defined in the investment policy. FCX's investment objective emphasizes diversification through both the allocation of the Master Trust assets among various asset classes and the selection of investment managers whose various styles are fundamentally complementary to one another and serve to achieve satisfactory rates of return. Diversification, by asset class and by investment manager, is FCX's principal means of reducing volatility and exercising prudent investment judgment. FCX's present target asset allocation approximates 41 percent equity investments (primarily global equities), 51 percent fixed income (primarily long-term treasury STRIPS or "separate trading or registered interest and principal securities"; long-term U.S. treasury/agency bonds; global fixed income securities; long-term, high-credit quality corporate bonds; high-yield and emerging markets fixed income securities; and fixed income debt securities) and 8 percent alternative investments (private real estate, real estate investment trusts and private equity).

The expected rate of return on plan assets is evaluated at least annually, taking into consideration asset allocation, historical and expected future performance on the types of assets held in the Master Trust, and the current economic environment. Based on these factors, FCX expects the pension assets will earn an average of 6.5 percent per annum beginning January 1, 2019. The 6.5 percent estimation was based on a passive return on a compound basis of 6.0 percent and a premium for active management of 0.5 percent reflecting the target asset allocation and current investment array.

For estimation purposes, FCX assumes the long-term asset mix for these plans generally will be consistent with the current mix. Changes in the asset mix could impact the amount of recorded pension costs, the funded status of the plans and the need for future cash contributions. A lower-than-expected return on assets also would decrease plan assets and increase the amount of recorded pension costs in future years. When calculating the expected return on plan assets, FCX uses the market value of assets.

Among the assumptions used to estimate the pension benefit obligation is a discount rate used to calculate the present value of expected future benefit payments for service to date. The discount rate assumption for FCX's U.S. plans is designed to reflect yields on high-quality, fixed-income investments for a given duration. The determination of the discount rate for these plans is based on expected future benefit payments for service to date together with the Mercer Pension Discount Curve - Above Mean Yield. The Mercer Pension Discount Curve - Above Mean Yield is constructed from the bonds in the Mercer Pension Discount Curve that have a yield higher than the regression mean yield curve. The Mercer Pension Discount Curve consists of spot (i.e., zero coupon) interest rates at one-half-year increments for each of the next 30 years and is developed based on pricing and yield information for high-quality corporate bonds. Changes in the discount rate are reflected in FCX's benefit obligation and, therefore, in future pension costs.

SERP Plan. FCX has an unfunded Supplemental Executive Retirement Plan (SERP) for its chief executive officer. The SERP provides for retirement benefits payable in the form of a joint and survivor annuity, life annuity or an equivalent lump sum, which is determined on January 1 of the year in which the participant completed 25 years of credited service. The annuity will equal a percentage of the participant's highest average compensation for any consecutive three-year period during the five years immediately preceding the completion of 25 years of credited service. The SERP benefit will be reduced by the value of all benefits from current and former retirement plans (qualified and nonqualified) sponsored by FCX, by FM Services Company, FCX's wholly owned subsidiary, or by any predecessor employer (including FCX's former parent company), except for benefits produced by accounts funded exclusively by deductions from the participant's pay.

PT-FI Plan. PT-FI has a defined benefit pension plan denominated in Indonesian rupiah covering substantially all of its Indonesian national employees. PT-FI funds the plan and invests the assets in accordance with Indonesian pension guidelines. The pension obligation was valued at an exchange rate of 14,409 rupiah to one U.S. dollar on December 31, 2018, and 13,480 rupiah to one U.S. dollar on December 31, 2017. Indonesian labor laws require that companies provide a minimum level of benefits to employees upon employment termination based on the reason for termination and the employee's years of service. PT-FI's pension benefit obligation includes benefits related to this law. PT-FI's expected rate of return on plan assets is evaluated at least annually, taking into consideration its long-range estimated return for the plan based on the asset mix. Based on these factors, PT-FI expects its pension assets will earn an average of 7.75 percent per annum beginning January 1, 2019. The discount rate assumption for PT-FI's plan is based on the Mercer Indonesian zero coupon bond yield curve derived from the Indonesian Government Security Yield Curve. Changes in the discount rate are reflected in PT-FI's benefit obligation and, therefore, in future pension costs.

Plan Information. FCX uses a measurement date of December 31 for its plans. Information for those plans where the projected benefit obligations and the accumulated benefit obligations exceed the fair value of plan assets follows:

	December 31,	
	2018	2017
Projected benefit obligation	\$ 2,177	\$ 2,287
Accumulated benefit obligation	2,048	2,163
Fair value of plan assets	1,373	1,521

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Information on the FCX (FMC and SERP plans) and PT-FI plans as of December 31 follows:

	FCX		PT-FI	
	2018	2017	2018	2017
Change in benefit obligation:				
Benefit obligation at beginning of year	\$ 2,343	\$ 2,135	\$ 240	\$ 374
Service cost	44	44	13	20
Interest cost	84	91	14	23
Actuarial (gains) losses	(124)	188	(19)	(61)
Plan amendments	4	—	—	—
Foreign exchange (gains) losses	(1)	3	(15)	(2)
Curtailment ^a	—	—	—	(62)
Benefits and administrative expenses paid	(120)	(118)	(13)	(52)
Benefit obligation at end of year	2,230	2,343	220	240
Change in plan assets:				
Fair value of plan assets at beginning of year	1,588	1,329	269	284
Actual return on plan assets	(104)	230	(5)	11
Employer contributions ^b	70	145	4	28
Foreign exchange (losses) gains	(1)	2	(17)	(2)
Benefits and administrative expenses paid	(120)	(118)	(13)	(52)
Fair value of plan assets at end of year	1,433	1,588	238	269
Funded status	\$ (797)	\$ (755)	\$ 18	\$ 29
Accumulated benefit obligation	\$ 2,101	\$ 2,218	\$ 181	\$ 194
Weighted-average assumptions used to determine benefit obligations:				
Discount rate	4.40%	3.70%	8.25%	6.75%
Rate of compensation increase	3.25%	3.25%	4.00%	4.00%
Balance sheet classification of funded status:				
Other assets	\$ 7	\$ 11	\$ 18	\$ 29
Accounts payable and accrued liabilities	(4)	(4)	—	—
Other liabilities	(800)	(762)	—	—
Total	\$ (797)	\$ (755)	\$ 18	\$ 29

a. Resulted from the 2017 PT-FI reductions in workforce (refer to Restructuring Charges in this note for further discussion).

b. Employer contributions for 2019 are expected to approximate \$74 million for the FCX plans and \$2 million for the PT-FI plan (based on a December 31, 2018, exchange rate of 14,409 Indonesian rupiah to one U.S. dollar).

During 2018, the actuarial gain of \$124 million for the FCX pension plans primarily resulted from the increase in the discount rate from 3.70 percent to 4.40 percent (\$205 million), partially offset by new census data incorporated into the valuations (\$33 million) and updated demographic assumptions (\$49 million) mainly resulting from mortality updates. During 2017, the actuarial loss of \$188 million for the FCX pension plans primarily resulted from the decrease in the discount rate from 4.40 percent to 3.70 percent and the update to the actuarial basis for lump sum conversions.

During 2018, the actuarial gain of \$19 million for the PT-FI pension plan primarily resulted from the increase in the discount rate from 6.75 percent to 8.25 percent and demographic experience gains. During 2017, the actuarial gain of \$61 million resulted primarily because of the workforce reduction during 2017, experience gains and a decline in the rate of compensation increase, partially offset by the decrease in the discount rate from 8.25 percent to 6.75 percent .

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The weighted-average assumptions used to determine net periodic benefit cost and the components of net periodic benefit cost for FCX's pension plans for the years ended December 31 follow:

	2018	2017	2016
Weighted-average assumptions: ^a			
Discount rate	3.70%	4.40%	4.60%
Expected return on plan assets	6.50%	7.00%	7.25%
Rate of compensation increase	3.25%	3.25%	3.25%
Service cost	\$ 44	\$ 44	\$ 27
Interest cost	84	91	93
Expected return on plan assets	(101)	(93)	(96)
Amortization of net actuarial losses	49	49	42
Net periodic benefit cost	<u>\$ 76</u>	<u>\$ 91</u>	<u>\$ 66</u>

a. The assumptions shown relate only to the FMC plans.

The weighted-average assumptions used to determine net periodic benefit cost and the components of net periodic benefit cost for PT-FI's pension plan for the years ended December 31 follow:

	2018	2017	2016
Weighted-average assumptions:			
Discount rate	6.75%	8.25%	9.00%
Expected return on plan assets	6.75%	7.75%	7.75%
Rate of compensation increase	4.00%	8.00%	9.40%
Service cost	\$ 13	\$ 20	\$ 27
Interest cost	14	23	29
Expected return on plan assets	(19)	(21)	(17)
Amortization of prior service cost	2	2	3
Amortization of net actuarial (gain) loss	(1)	—	5
Curtailment loss	—	4	—
Net periodic benefit cost	<u>\$ 9</u>	<u>\$ 28</u>	<u>\$ 47</u>

Included in accumulated other comprehensive loss are the following amounts that have not been recognized in net periodic pension cost as of December 31:

	2018		2017	
	Before Taxes	After Taxes and Noncontrolling Interests	Before Taxes	After Taxes and Noncontrolling Interests
Net actuarial loss	\$ 659	\$ 539	\$ 620	\$ 412
Prior service costs	13	8	10	6
	<u>\$ 672</u>	<u>\$ 547</u>	<u>\$ 630</u>	<u>\$ 418</u>

Plan assets are classified within a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1), then to significant observable inputs (Level 2) and the lowest priority to significant unobservable inputs (Level 3).

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A summary of the fair value for pension plan assets, including those measured at net asset value (NAV) as a practical expedient, associated with the FCX plans follows:

	Fair Value at December 31, 2018				
	Total	NAV	Level 1	Level 2	Level 3
Commingled/collective funds:					
Global equity	\$ 291	\$ 291	\$ —	\$ —	\$ —
Fixed income securities	144	144	—	—	—
Global fixed income securities	108	108	—	—	—
Emerging markets equity	71	71	—	—	—
Real estate property	55	55	—	—	—
U.S. small-cap equity	54	54	—	—	—
International small-cap equity	47	47	—	—	—
U.S. real estate securities	41	41	—	—	—
Short-term investments	15	15	—	—	—
Fixed income:					
Government bonds	224	—	—	224	—
Corporate bonds	211	—	—	211	—
Global large-cap equity securities	94	—	94	—	—
Private equity investments	15	15	—	—	—
Other investments	61	—	16	45	—
Total investments	1,431	\$ 841	\$ 110	\$ 480	\$ —
Cash and receivables	32				
Payables	(30)				
Total pension plan net assets	\$ 1,433				

	Fair Value at December 31, 2017				
	Total	NAV	Level 1	Level 2	Level 3
Commingled/collective funds:					
Global equity	\$ 404	\$ 404	\$ —	\$ —	\$ —
Fixed income securities	154	154	—	—	—
Global fixed income securities	115	115	—	—	—
Emerging markets equity	87	87	—	—	—
International small-cap equity	72	72	—	—	—
U.S. small-cap equity	67	67	—	—	—
Real estate property	50	50	—	—	—
U.S. real estate securities	45	45	—	—	—
Short-term investments	12	12	—	—	—
Fixed income:					
Government bonds	208	—	—	208	—
Corporate bonds	168	—	—	168	—
Global large-cap equity securities	119	—	119	—	—
Private equity investments	20	20	—	—	—
Other investments	62	—	19	43	—
Total investments	1,583	\$ 1,026	\$ 138	\$ 419	\$ —
Cash and receivables	21				
Payables	(16)				
Total pension plan net assets	\$ 1,588				

Following is a description of the pension plan asset categories and the valuation techniques used to measure fair value. There have been no changes to the techniques used to measure fair value.

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Commingled/collective funds are managed by several fund managers and are valued at the NAV per unit of the fund. For most of these funds, the majority of the underlying assets are actively traded securities. These funds (except the real estate property fund) require up to a 60-day notice for redemptions. The real estate property fund is valued at NAV using information from independent appraisal firms, who have knowledge and expertise about the current market values of real property in the same vicinity as the investments. Redemptions of the real estate property fund are allowed once per quarter, subject to available cash.

Fixed income investments include government and corporate bonds held directly by the Master Trust. Fixed income securities are valued using a bid-evaluation price or a mid-evaluation price and, as such, are classified within Level 2 of the fair value hierarchy. A bid-evaluation price is an estimated price at which a dealer would pay for a security. A mid-evaluation price is the average of the estimated price at which a dealer would sell a security and the estimated price at which a dealer would pay for a security. These evaluations are based on quoted prices, if available, or models that use observable inputs.

Common stocks included in global large-cap equity securities and preferred stocks included in other investments are valued at the closing price reported on the active market on which the individual securities are traded and, as such, are classified within Level 1 of the fair value hierarchy.

Private equity investments are valued at NAV using information from general partners and have inherent restrictions on redemptions that may affect the ability to sell the investments at their NAV in the near term.

A summary of the fair value hierarchy for pension plan assets associated with the PT-FI plan follows:

	Fair Value at December 31, 2018			
	Total	Level 1	Level 2	Level 3
Government bonds	\$ 72	\$ 72	\$ —	\$ —
Common stocks	72	72	—	—
Mutual funds	20	20	—	—
Total investments	164	\$ 164	\$ —	\$ —
Cash and receivables ^a	75			
Payables	(1)			
Total pension plan net assets	\$ 238			

	Fair Value at December 31, 2017			
	Total	Level 1	Level 2	Level 3
Government bonds	\$ 81	\$ 81	\$ —	\$ —
Common stocks	78	78	—	—
Mutual funds	16	16	—	—
Total investments	175	\$ 175	\$ —	\$ —
Cash and receivables ^a	94			
Total pension plan net assets	\$ 269			

a. Cash consists primarily of short-term time deposits.

Following is a description of the valuation techniques used for pension plan assets measured at fair value associated with the PT-FI plan. There have been no changes to the techniques used to measure fair value.

Common stocks, government bonds and mutual funds are valued at the closing price reported on the active market on which the individual securities are traded and, as such, are classified within Level 1 of the fair value hierarchy.

The techniques described above may produce a fair value calculation that may not be indicative of NRV or reflective of future fair values. Furthermore, while FCX believes its valuation techniques are appropriate and consistent with those used by other market participants, the use of different techniques or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The expected benefit payments for FCX's and PT-FI's pension plans follow:

	FCX	PT-FI ^a
2019	\$ 117	\$ 45
2020	160	11
2021	123	19
2022	126	22
2023	128	30
2024 through 2028	664	160

a. Based on a December 31, 2018, exchange rate of 14,409 Indonesian rupiah to one U.S. dollar.

Postretirement and Other Benefits. FCX also provides postretirement medical and life insurance benefits for certain U.S. employees and, in some cases, employees of certain international subsidiaries. These postretirement benefits vary among plans, and many plans require contributions from retirees. The expected cost of providing such postretirement benefits is accrued during the years employees render service.

The benefit obligation (funded status) for the postretirement medical and life insurance benefit plans consisted of a current portion of \$13 million (included in accounts payable and accrued liabilities) and a long-term portion of \$115 million (included in other liabilities) at December 31, 2018, and a current portion of \$14 million and a long-term portion of \$129 million at December 31, 2017. The discount rate used to determine the benefit obligation for these plans, which was determined on the same basis as FCX's pension plans, was 4.20 percent at December 31, 2018, and 3.50 percent at December 31, 2017. Expected benefit payments for these plans total \$13 million for 2019, \$13 million for 2020, \$13 million for 2021, \$12 million for 2022, \$11 million for 2023 and \$47 million for 2024 through 2028.

The net periodic benefit cost charged to operations for FCX's postretirement benefits (primarily for interest costs) totaled \$5 million in 2018, \$5 million in 2017 and \$4 million in 2016. The discount rate used to determine net periodic benefit cost and the components of net periodic benefit cost for FCX's postretirement benefits was 3.50 percent in 2018, 3.80 percent in 2017 and 4.10 percent in 2016. The medical-care trend rates assumed the first year trend rate was 7.75 percent at December 31, 2018, which declines over the next 15 years with an ultimate trend rate of 4.25 percent.

FCX has a number of postemployment plans covering severance, long-term disability income, continuation of health and life insurance coverage for disabled employees or other welfare benefits. The accumulated postemployment benefit consisted of a current portion of \$6 million (included in accounts payable and accrued liabilities) and a long-term portion of \$39 million (included in other liabilities) at December 31, 2018, and a current portion of \$5 million and a long-term portion of \$38 million at December 31, 2017.

FCX also sponsors savings plans for the majority of its U.S. employees. The plans allow employees to contribute a portion of their pre-tax income in accordance with specified guidelines. These savings plans are principally qualified 401(k) plans for all U.S. salaried and non-bargained hourly employees. In these plans, participants exercise control and direct the investment of their contributions and account balances among various investment options. FCX contributes to these plans at varying rates and matches a percentage of employee pre-tax deferral contributions up to certain limits, which vary by plan. For employees whose eligible compensation exceeds certain levels, FCX provides an unfunded defined contribution plan, which had a liability balance of \$45 million at December 31, 2018, and \$46 million at December 31, 2017, all of which was included in other liabilities.

The costs charged to operations for employee savings plans totaled \$75 million in 2018 (none of which was capitalized), \$65 million in 2017 (none of which was capitalized) and \$78 million in 2016 (of which \$4 million was capitalized to oil and gas properties). FCX has other employee benefit plans, certain of which are related to FCX's financial results, which are recognized in operating costs.

Restructuring Charges. As a result of the first-quarter 2017 regulatory restrictions and uncertainties regarding long-term investment stability, PT-FI took actions to adjust its cost structure, reduce its workforce and slow investments in its underground development projects and new smelter. These actions included workforce reductions through furlough and voluntary retirement programs. Following the furlough and voluntary retirement programs, a significant number of employees and contractors elected to participate in an illegal strike action beginning in May 2017, and were subsequently deemed to have voluntarily resigned under the existing Indonesian

laws and regulations. As a result, PT-FI recorded charges in 2017 to production costs of \$120 million, and selling, general and administrative costs of \$5 million for employee severance and related costs, and a pension curtailment loss of \$4 million in production costs.

In early 2016, FCX restructured its oil and gas business to reduce costs and in late 2016, FCX sold substantially all of its remaining oil and gas properties. As a result, FCX recorded charges of \$85 million to selling, general and administrative expenses and \$6 million to production costs for net restructuring-related costs in 2016.

NOTE 10. STOCKHOLDERS' EQUITY AND STOCK-BASED COMPENSATION

FCX's authorized shares of capital stock total 3.05 billion shares, consisting of 3.0 billion shares of common stock and 50 million shares of preferred stock.

Common Stock. In November 2016, FCX completed a \$1.5 billion registered at-the-market equity offering of common stock that was announced on July 27, 2016. FCX sold 116.5 million shares of its common stock at an average price of \$12.87 per share, which generated gross proceeds of \$1.5 billion (net proceeds of \$1.48 billion after \$15 million of commissions and expenses).

During 2016, FCX issued 48.1 million shares of its common stock (with a value of \$540 million, excluding \$5 million of commissions paid by FCX) in connection with the settlement of two drilling rig contracts. Also during 2016, FCX negotiated private exchange transactions exempt from registration under the Securities Act of 1933, as amended, whereby 27.7 million shares of FCX's common stock were issued (with an aggregate value of \$311 million), in exchange for \$369 million principal amount of FCX's senior notes.

From January 1, 2016, through January 5, 2016, FCX sold 4.3 million shares of its common stock, which generated proceeds of \$29 million (after \$0.3 million of commissions and expenses). FCX used the proceeds to repay indebtedness.

In February 2018, FCX's Board of Directors (the Board) reinstated a cash dividend on FCX's common stock with an annual rate of \$0.20 per share. The declaration of dividends is at the discretion of the Board and will depend on FCX's financial results, cash requirements, future prospects and other factors deemed relevant by the Board.

Accumulated Other Comprehensive Loss. A summary of changes in the balances of each component of accumulated other comprehensive loss, net of tax, follows:

	Defined Benefit Plans	Unrealized Losses on Securities	Translation Adjustment	Total
Balance at January 1, 2016	\$ (507)	\$ (6)	\$ 10	\$ (503)
Amounts arising during the period ^{a,b}	(91)	2	—	(89)
Amounts reclassified ^c	44	—	—	44
Balance at December 31, 2016	(554)	(4)	10	(548)
Amounts arising during the period ^{a,b}	7	1	—	8
Amounts reclassified ^c	53	—	—	53
Balance at December 31, 2017	(494)	(3)	10	(487)
Adoption of new accounting standard for reclassification of income taxes (refer to Note 1)	(79)	—	—	(79)
Amounts arising during the period ^{a,b}	(84)	—	—	(84)
Amounts reclassified ^c	48	3	—	51
Sale of interest in PT-FI (refer to Note 2)	(6)	—	—	(6)
Balance at December 31, 2018	\$ (615)	\$ —	\$ 10	\$ (605)

a. Includes net actuarial (losses) gains, net of noncontrolling interest, totaling \$(79) million for 2016, \$52 million for 2017 and \$(87) million for 2018.

b. Includes tax provision totaling \$11 million for 2016, \$45 million for 2017 and \$4 million for 2018.

c. Includes amortization primarily related to actuarial losses, net of taxes of \$4 million for 2016, \$5 million for 2017 and none for 2018.

Stock Award Plans. FCX currently has awards outstanding under various stock-based compensation plans. The stockholder-approved 2016 Stock Incentive Plan (the 2016 Plan) provides for the issuance of stock options, SARs, restricted stock, RSUs, PSUs and other stock-based awards for up to 72 million common shares. As of December 31, 2018, 58.6 million shares were available for grant under the 2016 Plan, and no shares were available under other plans.

Stock-Based Compensation Cost. Compensation cost charged against earnings for stock-based awards for the years ended December 31 follows:

	2018	2017	2016
Selling, general and administrative expenses	\$ 62	\$ 55	\$ 69
Production and delivery	12	16	16
Capitalized costs	—	—	4
Total stock-based compensation	74	71	89
Less capitalized costs	—	—	(4)
Tax benefit and noncontrolling interests' share	(4) ^a	(4) ^a	(3) ^a
Impact on net income (loss) from continuing operations	<u>\$ 70</u>	<u>\$ 67</u>	<u>\$ 82</u>

a. Charges in the U.S. are not expected to generate a future tax benefit.

Stock Options. Stock options granted under the plans generally expire 10 years after the date of grant. Stock options granted prior to 2018 generally vest in 25 percent annual increments and beginning in 2018 awards granted vest in 33 percent annual increments beginning one year from the date of grant. The award agreements provide that participants will receive the following year's vesting upon retirement. Therefore, on the date of grant, FCX accelerates one year of amortization for retirement-eligible employees. Stock options provide for accelerated vesting only upon certain qualifying terminations of employment within one year following a change of control.

A summary of stock options outstanding as of December 31, 2018, and activity during the year ended December 31, 2018, follows:

	Number of Options	Weighted- Average Exercise Price Per Share	Weighted- Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Balance at January 1	48,014,688	\$ 28.63		
Granted	3,315,000	18.74		
Exercised	(801,706)	10.05		
Expired/Forfeited	(3,721,618)	39.26		
Balance at December 31	<u>46,806,364</u>	27.40	<u>4.5</u>	<u>\$ 38</u>
Vested and exercisable at December 31	<u>39,919,885</u>	29.80	<u>3.8</u>	<u>\$ 26</u>

The fair value of each stock option is estimated on the date of grant using the Black-Scholes-Merton option valuation model. Expected volatility is based on implied volatilities from traded options on FCX's common stock and historical volatility of FCX's common stock. FCX uses historical data to estimate future option exercises, forfeitures and expected life. When appropriate, separate groups of employees who have similar historical exercise behavior are considered separately for valuation purposes. The expected dividend rate is calculated using the annual dividend (excluding supplemental dividends) at the date of grant. The risk-free interest rate is based on Federal Reserve rates in effect for bonds with maturity dates equal to the expected term of the option.

Information related to stock options during the years ended December 31 follows:

	2018	2017	2016
Weighted-average assumptions used to value stock option awards:			
Expected volatility	46.1%	51.4%	71.6%
Expected life of options (in years)	5.92	5.70	5.34
Expected dividend rate	1.2%	—	—
Risk-free interest rate	2.6%	2.0%	1.3%
Weighted-average grant-date fair value (per share)	\$ 7.84	\$ 7.61	\$ 2.64
Intrinsic value of options exercised	\$ 7	\$ 5	\$ — ^a
Fair value of options vested	\$ 24	\$ 25	\$ 43

a. Rounds to less than \$1 million.

As of December 31, 2018, FCX had \$23 million of total unrecognized compensation cost related to unvested stock options expected to be recognized over a weighted-average period of approximately 1.4 years.

Stock-Settled PSUs and RSUs. Beginning in 2014, FCX's executive officers were granted PSUs that vest after three years. For the PSUs granted in 2017 and 2016, the final number of shares to be issued to the executive officers will be determined based on (i) FCX's achievement of certain financial and operational performance metrics and (ii) FCX's total shareholder return compared to the shareholder return of a peer group. The total grant date target shares related to the PSU grants were 0.6 million for 2017 and 1.5 million for 2016, of which the executive officers will earn (i) between 0 percent and 175 percent of the target shares based on achievement of financial and operating metrics and (ii) +/- 25 percent of the target shares based on FCX's total shareholder return compared to a peer group. For the PSUs granted in 2018, the final number of shares to be issued to the executive officers will be determined based on (i) FCX's achievement of certain financial metrics and (ii) FCX's total shareholder return compared to the shareholder return of a peer group. The total grant date target shares related to the PSU grants were 0.5 million for 2018, of which the executive officers will earn (i) between 0 percent and 200 percent of the target shares based on achievement of financial metrics and (ii) +/- 25 percent of the target shares based on FCX's total shareholder return compared to a peer group.

All of FCX's executive officers are retirement eligible, and their PSU awards are therefore non-forfeitable. As such, FCX charges the estimated fair value of the PSU awards to expense at the time the financial and operational, if applicable, metrics are established.

FCX grants RSUs that vest over a period of three years to certain employees. FCX also grants RSUs to its directors. Beginning in December 2015, RSUs granted to directors vest on the first anniversary of the grant. Prior to December 2015, RSUs granted to directors generally vest over a period of four years. The fair value of the RSUs is amortized over the vesting period or the period until the director becomes retirement eligible, whichever is shorter. Upon a director's retirement, all of their unvested RSUs immediately vest. For retirement-eligible directors, the fair value of RSUs is recognized in earnings on the date of grant.

The award agreements provide for accelerated vesting of all RSUs held by directors if there is a change of control (as defined in the award agreements) and for accelerated vesting of all RSUs held by employees if they experience a qualifying termination within one year following a change of control.

Dividends attributable to RSUs and PSUs accrue and are paid if the award vests. A summary of outstanding stock-settled RSUs and PSUs as of December 31, 2018, and activity during the year ended December 31, 2018, follows:

	Number of Awards	Weighted-Average Grant-Date Fair Value Per Award	Aggregate Intrinsic Value
Balance at January 1	5,206,624	\$ 18.48	
Granted	2,127,785 ^a	19.11	
Vested	(753,806)	15.53	
Forfeited	(775,966)	11.91	
Balance at December 31	5,804,637	19.97	\$ 60

a. Excludes 187 thousand PSUs related to 2017 grants for which the performance metrics have not yet been established.

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The total fair value of stock-settled RSUs and PSUs granted was \$41 million during 2018 , \$32 million during 2017 and \$37 million during 2016 . The total intrinsic value of stock-settled RSUs vested was \$14 million during 2018 , \$45 million during 2017 and \$22 million during 2016 . As of December 31, 2018 , FCX had \$6 million of total unrecognized compensation cost related to unvested stock-settled RSUs expected to be recognized over approximately 1.1 years .

Cash-Settled RSUs and PSUs. Cash-settled RSUs are similar to stock-settled RSUs, but are settled in cash rather than in shares of common stock. These cash-settled RSUs generally vest over three years of service. The award agreements for cash-settled RSUs provide for accelerated vesting upon certain qualifying terminations of employment within one year following a change of control (as defined in the award agreements).

In 2015, certain members of FM O&G's senior management were granted cash-settled PSUs that vested over three years. The total grant date target shares related to the 2015 cash-settled PSU grants were 582 thousand shares, of which FM O&G's senior management earned a total of 487 thousand shares at maturity during 2018 based on the achievement of applicable performance goals.

The cash-settled RSUs and PSUs are classified as liability awards, and the fair value of these awards is remeasured each reporting period until the vesting dates.

Dividends attributable to cash-settled RSUs and PSUs accrue and are paid if the award vests. A summary of outstanding cash-settled RSUs and PSUs as of December 31, 2018 , and activity during the year ended December 31, 2018 , follows:

	Number of Awards	Weighted-Average Grant-Date Fair Value Per Award	Aggregate Intrinsic Value
Balance at January 1	1,307,235	\$ 13.32	
Granted	870,312	17.91	
Vested	(666,975)	14.12	
Forfeited	(23,706)	15.92	
Balance at December 31	<u>1,486,866</u>	15.61	<u>\$ 15</u>

The total grant-date fair value of cash-settled RSUs was \$16 million during 2018 , \$10 million during 2017 and \$4 million during 2016 . The intrinsic value of cash-settled RSUs and PSUs vested was \$12 million during 2018 , \$27 million during 2017 and \$15 million during 2016. The accrued liability associated with cash-settled RSUs consisted of a current portion of \$7 million (included in accounts payable and accrued liabilities) and a long-term portion of \$3 million (included in other liabilities) at December 31, 2018 , and a current portion of \$11 million and a long-term portion of \$5 million at December 31, 2017.

Other Information. The following table includes amounts related to exercises of stock options and vesting of RSUs during the years ended December 31 :

	2018	2017	2016
FCX shares tendered to pay the exercise price and/or the minimum required taxes ^a	195,322	1,041,937	906,120
Cash received from stock option exercises	\$ 8	\$ 5	\$ — ^b
Actual tax benefit realized for tax deductions	\$ 3	\$ 1	\$ — ^b
Amounts FCX paid for employee taxes	\$ 4	\$ 15	\$ 6

a. Under terms of the related plans, upon exercise of stock options and vesting of stock-settled RSUs, employees may tender FCX shares to pay the exercise price and/or the minimum required taxes.

b. Rounds to less than \$1 million.

NOTE 11. INCOME TAXES

Geographic sources of income (losses) before income taxes and equity in affiliated companies' net earnings for the years ended December 31 consist of the following:

	2018	2017	2016
U.S.	\$ 390	\$ 20	\$ (5,179)
Foreign	3,502	2,882	1,707
Total	<u>\$ 3,892</u>	<u>\$ 2,902</u>	<u>\$ (3,472)</u>

Income taxes are provided on the earnings of FCX's material foreign subsidiaries under the assumption that these earnings will be distributed. FCX has not provided deferred income taxes for other differences between the book and tax carrying amounts of its investments in material foreign subsidiaries as FCX considers its ownership positions to be permanent in duration, and quantification of the related deferred tax liability is not practicable.

FCX's (provision for) benefit from income taxes for the years ended December 31 consist of the following:

	2018	2017	2016
Current income taxes:			
Federal	\$ 46 ^a	\$ (3)	\$ 164
State	1	(10)	17
Foreign	(1,445) ^a	(1,426)	(352)
Total current	<u>(1,398)</u>	<u>(1,439)</u>	<u>(171)</u>
Deferred income taxes:			
Federal	(106)	64	137
State	(8)	10	41
Foreign	(102)	89	(451)
Total deferred	<u>(216)</u>	<u>163</u>	<u>(273)</u>
Adjustments	504 ^b	393 ^c	13 ^d
Operating loss carryforwards	119	—	60
Provision for income taxes	<u>\$ (991)</u>	<u>\$ (883)</u>	<u>\$ (371)</u>

- a. In 2018, FCX completed its analysis of the Act and recognized benefits totaling \$123 million (\$76 million to the U.S. tax provision and \$47 million to PT-FI's tax provision) associated with alternative minimum tax (AMT) credit refunds.
- b. Includes net tax credits totaling \$504 million resulting from the reduction in PT-FI's statutory tax rates in accordance with PT-FI's new special mining license (IUPK).
- c. Includes net tax credits totaling \$393 million associated with the Act, including \$272 million for the reversal of valuation allowances associated with AMT credit refunds and \$121 million for a decrease in corporate income tax rates.
- d. Benefit related to changes in Peruvian tax rules.

A reconciliation of the U.S. federal statutory tax rate to FCX's effective income tax rate for the years ended December 31 follows:

	2018		2017		2016	
	Amount	Percent	Amount	Percent	Amount	Percent
U.S. federal statutory tax rate	\$ (817)	(21)%	\$ (1,016)	(35)%	\$ 1,215	(35)%
Valuation allowance, net	129 ^a	3	28	1	(1,680) ^b	48
Foreign tax credit limitation	(195)	(5)	(159)	(5)	(598)	17
U.S. tax reform ^c	123	3	393	14	—	—
Cerro Verde royalty dispute ^d	(55)	(1)	(129)	(5)	—	—
Change in PT-FI tax rates	504	13	—	—	—	—
Impairment of oil and gas properties	—	—	—	—	520 ^e	(15)
Percentage depletion	141	4	227	8	211	(6)
Withholding and other impacts on foreign earnings	(232)	(6)	(216)	(7)	(93)	3
Effect of foreign rates different than the U.S. federal statutory rate	(494)	(13)	17	1	45	(1)
State income taxes	7	1	(5)	(1)	46 ^b	(1)
Other items, net	(102)	(3)	(23)	(1)	(37)	1
Provision for income taxes	\$ (991)	(25)%	\$ (883)	(30)%	\$ (371)	11 %

- a. Refer to "Valuation Allowance" below for discussion of changes.
- b. Includes tax charges totaling \$1.6 billion in 2016 as a result of the impairment to U.S. oil and gas properties to establish valuation allowances against U.S. federal and state deferred tax assets that will not generate a future benefit.
- c. Refer to discussion of 2017 U.S. Tax Reform below.
- d. Refer to Note 12 for further discussion of the Cerro Verde royalty dispute.
- e. Reflects a loss under U.S. federal income tax law related to the impairment of investments in oil and gas properties.

FCX paid federal, state and foreign income taxes totaling \$2 billion in 2018, \$702 million in 2017 and \$203 million in 2016 (including \$27 million for discontinued operations). FCX received refunds of federal, state and foreign income taxes of \$108 million in 2018, \$329 million in 2017 and \$247 million in 2016.

The components of deferred taxes follow:

	December 31,	
	2018	2017
Deferred tax assets:		
Foreign tax credits	\$ 1,814	\$ 2,129
Accrued expenses	881	789
Oil and gas properties	—	236
Net operating losses	2,235	2,043
Employee benefit plans	245	248
Other	212	260
Deferred tax assets	5,387	5,705
Valuation allowances	(4,507)	(4,575)
Net deferred tax assets	880	1,130
Deferred tax liabilities:		
Property, plant, equipment and mine development costs	(4,200)	(3,754)
Undistributed earnings	(578)	(811)
Other	(130)	(223)
Total deferred tax liabilities	(4,908)	(4,788)
Net deferred tax liabilities	\$ (4,028)	\$ (3,658)

Tax Attributes. At December 31, 2018, FCX had (i) U.S. foreign tax credits of \$1.8 billion that will expire between 2019 and 2027, (ii) U.S. federal net operating losses of \$6.0 billion that expire between 2036 and 2037, (iii) U.S. state net operating losses of \$10.5 billion that expire between 2019 and 2038, (iv) Spanish net operating losses of \$537 million that can be carried forward indefinitely and (v) Indonesian net operating losses of \$975 million that expire between 2020 and 2025.

Valuation Allowance. On the basis of available information at December 31, 2018, including positive and negative evidence, FCX has provided valuation allowances for certain of its deferred tax assets where it believes it is more likely than not that some portion or all of such assets will not be realized. Valuation allowances totaled \$4.5 billion at December 31, 2018, and \$4.6 billion at December 31, 2017, and covered all of FCX's U.S. foreign tax credits, U.S. federal net operating losses, foreign net operating losses and substantially all of its U.S. state net operating losses. FCX's valuation allowances at December 31, 2017, also covered all of its U.S. federal capital losses.

The valuation allowance related to FCX's U.S. foreign tax credits totaled \$1.8 billion at December 31, 2018. FCX has operations in tax jurisdictions where statutory income taxes and withholding taxes are in excess of the U.S. federal income tax rate. Valuation allowances are recorded on foreign tax credits for which no benefit is expected to be realized.

The valuation allowance related to FCX's U.S. federal, state and foreign net operating losses and foreign deferred tax assets totaled \$2.2 billion and \$458 million, respectively, at December 31, 2018. Net operating losses and deferred tax assets represent future deductions for which a benefit will only be realized to the extent these deductions offset future income. FCX develops an estimate of which future tax deductions will be realized and provides a valuation allowance to the extent these deductions are not expected to be realized in future periods.

Valuation allowances will continue to be carried on U.S. foreign tax credits, U.S. federal, state and foreign net operating losses and U.S. federal, state and foreign deferred tax assets, until such time that (i) FCX generates taxable income against which any of the assets, credits or net operating losses can be used, (ii) forecasts of future income provide sufficient positive evidence to support reversal of the valuation allowances or (iii) FCX identifies a prudent and feasible means of securing the benefit of the assets, credits or net operating losses that can be implemented.

The \$68 million net decrease in the valuation allowances during 2018 primarily related to decreases totaling \$315 million in U.S. foreign tax credits associated with expirations and 2017 tax reform adjustments, and \$45 million in U.S. federal net operating losses associated with 2018 usage and 2017 tax reform adjustments, partly offset by a \$244 million increase in foreign net operating losses for which no benefit is expected to be realized.

2017 U.S. Tax Reform. The Act, which was enacted on December 22, 2017, included significant modifications to then-existing U.S. tax laws and created many new complex tax provisions. The Act reduced the corporate income tax rate to 21 percent, eliminated the corporate AMT, provided for a refund of AMT credits, maintained hard minerals percentage depletion, allowed for immediate expensing of certain qualified property and generally broadened the tax base. The Act also created a territorial tax system (with a one-time mandatory tax on previously deferred foreign earnings), created anti-base erosion rules that require companies to pay a minimum tax on foreign earnings and may disallow certain payments from U.S. corporations to foreign related parties.

In December 2018, FCX completed its analysis of the Act and recognized benefits totaling \$123 million associated with AMT credit refunds. In 2017, FCX recorded net tax benefits related to specific provisions of the Act totaling \$393 million, reflecting the reversal of valuation allowances associated with anticipated refunds of AMT credits through 2021 (\$272 million) and a decrease in corporate income tax rates (\$121 million).

Elimination of Corporate AMT and Refund of AMT Credits. For tax years beginning after December 31, 2017, the corporate AMT was repealed. FCX has historically incurred an AMT liability in excess of regular tax liability, resulting in accumulated AMT credits totaling \$490 million as of December 31, 2017. The Act allows the use of existing corporate AMT credits to offset regular tax liability for tax years after December 31, 2017. AMT credits in excess of regular liability are refundable on tax returns for the years 2018 through 2021.

Prior to the Act, FCX recognized a \$110 million benefit for AMT credits expected to be refunded. As a result of the Act, FCX recognized a provisional net benefit of \$272 million in 2017, consisting of a \$380 million tax benefit for historical AMT credits expected to be refunded, partially offset by a \$108 million tax charge to establish a reserve for uncertain tax positions. At December 31, 2018, FCX recognized an additional \$123 million net benefit for historical AMT credits consisting of \$51 million in additional refundable credits and \$72 million in reduction to reserves.

Reduction in Corporate Income Tax Rate. The Act reduced the U.S. federal corporate income tax rate from 35 percent to 21 percent . While applicable for years after December 31, 2017, existing income tax accounting guidance requires the effects of changes in tax rates and laws on deferred tax balances to be recognized in the period in which the legislation is enacted. In fourth-quarter 2017, FCX recognized this change in the federal statutory rate and recorded a provisional net benefit of \$121 million , consisting of a \$1.1 billion tax benefit associated with changes in related valuation allowances, partly offset by a \$975 million tax charge related to existing net U.S. federal deferred tax assets and liabilities. In fourth-quarter 2018, FCX finalized the impact of this change in federal statutory rate resulting in a net zero impact, consisting of a \$32 million tax benefit associated with changes in related valuation allowances offset by a \$32 million tax charge related to existing net U.S. federal deferred tax assets and liabilities.

Transition Tax on Previously Deferred Foreign Earnings. Under the Act, U.S. shareholders owning at least 10 percent of a foreign subsidiary generally must recognize taxable income equal to the shareholder's pro rata share of accumulated post-1986 historical Earnings and Profits (E&P). The portion of any E&P associated with cash or cash equivalents is taxed at a rate of 15.5 percent , while any remaining E&P is taxed at a reduced rate of 8 percent . The resulting tax liability (Transition Tax) may be reduced by available foreign tax credits. Because FCX operates in foreign jurisdictions with statutory tax rates in excess of the U.S. historical statutory tax rate of 35 percent , the December 31, 2017, Transition Tax was fully offset by foreign tax credits generated in 2017. During fourth-quarter 2018, additional guidance was released by the IRS clarifying the computation of Transition Tax liability. As a result of this additional guidance, FCX recognized a \$29 million tax charge related to Transition Tax for 2018.

Anti-Base Erosion Rules. For tax years that begin after December 31, 2017, applicable taxpayers are required to pay the Base Erosion Anti-Abuse Tax (BEAT). BEAT is an alternative tax calculation that disallows deduction of certain amounts paid or accrued by a U.S. taxpayer to a foreign related party. The BEAT provisions do not currently impact FCX's computation of U.S. federal taxable income.

The Act also included provisions to tax a new class of income called Global Intangible Low-Taxed Income (GILTI). Under the new GILTI provisions, FCX will use U.S. federal net operating loss carryforwards in current and future tax years against income that would otherwise not generate a net tax liability absent the availability of net operating losses. As a result, FCX does not consider GILTI to be a source of income against which a benefit for U.S. federal net operating losses can be realized. Under U.S. generally accepted accounting principles, FCX is allowed to make an accounting policy choice of either (i) treating taxes due on future U.S. inclusions in taxable income related to GILTI as a current period expense when incurred or (ii) factoring such amounts into the measurement of deferred taxes. FCX has elected to treat taxes due on future U.S. inclusions in taxable income related to GILTI as a current period expense when incurred.

Executive Compensation Limitation. For tax years beginning after December 31, 2017, tax deductible compensation of covered employees is limited to \$1 million . In addition, the definition of covered employees is revised to include the principal executive officer, the principal financial officer, and the three other highest paid officers. If an individual is a covered employee for a tax year beginning after December 31, 2016, the individual remains a covered employee for all future years. Under a transition rule, the changes do not apply to any remuneration under specified contracts in effect on November 2, 2017. During fourth-quarter 2018, FCX determined that only immaterial adjustments were needed in relation to future disallowance of deferred executive compensation balances as of December 31, 2017.

Other. As of December 31, 2018 , FCX has offset \$5.4 billion of foreign source income with U.S. source losses. Under existing U.S. tax law, FCX has the ability to re-characterize \$5.4 billion of future U.S. source income into foreign source income. While utilization of U.S. foreign tax credits is dependent upon FCX generating future U.S. tax liabilities within the carryforward period, this re-sourcing may permit FCX to utilize up to \$1.1 billion of the \$1.8 billion foreign tax credits that would otherwise expire unused.

Other Events. On December 21, 2018, FCX completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership. Concurrent with closing the transaction, the Indonesian government granted PT-FI an IUPK to replace its former COW. Under the terms of the IUPK, PT-FI is subject to a 25 percent corporate income tax rate and a 10 percent profits tax on net income beginning in 2019. As a result of the change in statutory tax rate applicable to deferred income tax liabilities, during fourth-quarter 2018, FCX recognized a tax credit of \$504 million .

SUNAT, the Peru national tax authority, has assessed mining royalties on ore processed by the Cerro Verde concentrator for the period December 2006 to December 2013, which Cerro Verde has contested on the basis that its 1998 stability agreement exempts from royalties all minerals extracted from its mining concessions, irrespective of the method used for processing those minerals. Refer to Note 12 for further discussion of the Cerro Verde royalty dispute and net charges recorded in 2018 and 2017.

In December 2016, the Peruvian parliament passed tax legislation that, in part, modified the applicable tax rates established in its December 2014 tax legislation, which progressively decreased the corporate income tax rate from 30 percent in 2014 to 26 percent in 2019 and thereafter, and also increased the dividend tax rate on distributions from 4.1 percent in 2014 to 9.3 percent in 2019 and thereafter. Under the tax legislation, which was effective January 1, 2017, the corporate income tax rate was 29.5 percent, and the dividend tax rate on distributions of earnings was 5 percent. Cerro Verde's current mining stability agreement subjects FCX to a stable income tax rate of 32 percent through the expiration of the agreement on December 31, 2028. The tax rate on dividend distributions is not stabilized by the agreement.

In September 2014, the Chilean legislature approved a tax reform package that implemented a dual tax system, which was amended in January 2016. Under previous rules, FCX's share of income from Chilean operations was subject to an effective 35 percent tax rate allocated between income taxes and dividend withholding taxes. Under the amended tax reform package, FCX's Chilean operation is subject to the "Partially-Integrated System," resulting in FCX's share of income from El Abra being subject to progressively increasing effective tax rates of 35 percent through 2019 and 44.5 percent in 2020 and thereafter. In November 2017, the progression of increasing tax rates was delayed by the Chilean legislature so that the 35 percent rate continues through 2021 increasing to 44.5 percent in 2022 and thereafter.

In 2010, the Chilean legislature approved an increase in mining royalty taxes to help fund earthquake reconstruction activities, education and health programs. Mining royalty taxes at FCX's El Abra mine were 4 percent for the years 2013 through 2017. Beginning in 2018, and through 2023, rates moved to a sliding scale of 5 to 14 percent (depending on a defined operational margin).

Uncertain Tax Positions. FCX accounts for uncertain income tax positions using a threshold and measurement criteria for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. FCX's policy associated with uncertain tax positions is to record accrued interest in interest expense and accrued penalties in other income and expense rather than in the provision for income taxes. A summary of the activities associated with FCX's reserve for unrecognized tax benefits for the years ended December 31 follows:

	2018	2017	2016
Balance at beginning of year	\$ 390	\$ 101	\$ 110
Additions:			
Prior year tax positions	100	302	5
Current year tax positions	14	6	28
Decreases:			
Prior year tax positions	(86)	(1)	(3)
Settlements with taxing authorities	(9)	(17)	—
Lapse of statute of limitations	(5)	(1)	(39)
Balance at end of year	<u>\$ 404</u>	<u>\$ 390</u>	<u>\$ 101</u>

The total amount of accrued interest and penalties associated with unrecognized tax benefits included in the consolidated balance sheets was \$186 million at December 31, 2018, primarily relating to unrecognized tax benefits associated with royalties and other related mining taxes, and \$22 million at December 31, 2017, and \$19 million at December 31, 2016.

The reserve for unrecognized tax benefits of \$404 million at December 31, 2018, included \$296 million (\$147 million net of income tax benefits and valuation allowances) that, if recognized, would reduce FCX's provision for income taxes. Changes to the reserve for unrecognized tax benefits associated with current year tax positions were primarily related to uncertainties associated with FCX's tax treatment of social welfare payments and cost recovery methods. Changes in the reserve for unrecognized tax benefits associated with prior year tax positions were primarily related to uncertainties associated with royalties and other related mining taxes and AMT credit refunds.

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Changes to the reserve for unrecognized tax benefits associated with the lapse of statute of limitations were primarily related to social welfare payments. There continues to be uncertainty related to the timing of settlements with taxing authorities, but if additional settlements are agreed upon during 2019, FCX could experience a change in its reserve for unrecognized tax benefits.

FCX or its subsidiaries file income tax returns in the U.S. federal jurisdiction and various state and foreign jurisdictions. The tax years for FCX's major tax jurisdictions that remain subject to examination are as follows:

Jurisdiction	Years Subject to Examination	Additional Open Years
U.S. Federal	N/A	2014-2018
Indonesia	2008, 2011-2016	2017-2018
Peru	2012-2013	2014-2018
Chile	2016-2017	2018

NOTE 12. CONTINGENCIES

Environmental. FCX subsidiaries are subject to various national, state and local environmental laws and regulations that govern emissions of air pollutants; discharges of water pollutants; generation, handling, storage and disposal of hazardous substances, hazardous wastes and other toxic materials; and remediation, restoration and reclamation of environmental contamination. FCX subsidiaries that operate in the U.S. also are subject to potential liabilities arising under CERCLA and similar state laws that impose responsibility on current and previous owners and operators of a facility for the remediation of hazardous substances released from the facility into the environment, including damages to natural resources, in some cases irrespective of when the damage to the environment occurred or who caused it. Remediation liability also extends to persons who arranged for the disposal of hazardous substances or transported the hazardous substances to a disposal site selected by the transporter. These liabilities are often shared on a joint and several basis, meaning that each responsible party is fully responsible for the remediation, if some or all of the other historical owners or operators no longer exist, do not have the financial ability to respond or cannot be found. As a result, because of FCX's acquisition of FMC in 2007, many of the subsidiary companies FCX now owns are responsible for a wide variety of environmental remediation projects throughout the U.S., and FCX expects to spend substantial sums annually for many years to address those remediation issues. Certain FCX subsidiaries have been advised by the U.S. Environmental Protection Agency (EPA), the Department of the Interior, the Department of Agriculture and various state agencies that, under CERCLA or similar state laws and regulations, they may be liable for costs of responding to environmental conditions at a number of sites that have been or are being investigated to determine whether releases of hazardous substances have occurred and, if so, to develop and implement remedial actions to address environmental concerns. FCX is also subject to claims where the release of hazardous substances is alleged to have damaged natural resources (NRD) and to litigation by individuals allegedly exposed to hazardous substances. As of December 31, 2018, FCX had more than 100 active remediation projects, including NRD claims, in 26 U.S. states.

A summary of changes in estimated environmental obligations for the years ended December 31 follows:

	2018	2017	2016
Balance at beginning of year	\$ 1,439	\$ 1,221	\$ 1,215
Accretion expense ^a	100	84	81
Additions ^b	56	241	26
Reductions ^b	—	(43)	(43)
Spending	(84)	(64)	(58)
Balance at end of year	1,511	1,439	1,221
Less current portion	(132)	(134)	(129)
Long-term portion	\$ 1,379	\$ 1,305	\$ 1,092

- a. Represents accretion of the fair value of environmental obligations assumed in the 2007 acquisition of FMC, which were determined on a discounted cash flow basis.
- b. Adjustments to environmental obligations that do not provide future economic benefits are charged to operating income. Reductions primarily reflect revisions for changes in the anticipated scope and timing of projects and other noncash adjustments.

Estimated future environmental cash payments (on an undiscounted and unescalated basis) total \$132 million in 2019 , \$117 million in 2020 , \$119 million in 2021 , \$88 million in 2022 , \$100 million in 2023 and \$2.7 billion thereafter. The amount and timing of these estimated payments will change as a result of changes in regulatory requirements, changes in scope and timing of remediation activities, the settlement of environmental matters and as actual spending occurs.

At December 31, 2018 , FCX's environmental obligations totaled \$1.5 billion , including \$1.4 billion recorded on a discounted basis for those obligations assumed in the FMC acquisition at fair value. On an undiscounted and unescalated basis, these obligations totaled \$3.3 billion . FCX estimates it is reasonably possible that these obligations could range between \$2.7 billion and \$3.7 billion on an undiscounted and unescalated basis.

At December 31, 2018 , the most significant environmental obligations were associated with the Pinal Creek site in Arizona; the Newtown Creek site in New York City; historical smelter sites principally located in Arizona, Indiana, Kansas, Missouri, New Jersey, Oklahoma and Pennsylvania; and uranium mining sites in the western U.S. The recorded environmental obligations for these sites totaled \$1.3 billion at December 31, 2018 . FCX may also be subject to litigation brought by private parties, regulators and local governmental authorities related to these historical sites. A discussion of these sites follows.

Pinal Creek. The Pinal Creek site was listed under the Arizona Department of Environmental Quality's (ADEQ) Water Quality Assurance Revolving Fund program in 1989 for contamination in the shallow alluvial aquifers within the Pinal Creek drainage near Miami, Arizona. Since that time, environmental remediation has been performed by members of the Pinal Creek Group, consisting of Freeport-McMoRan Miami Inc. (Miami), an indirect wholly owned subsidiary of FCX, and two other companies. Pursuant to a 2010 settlement agreement, Miami agreed to take full responsibility for future groundwater remediation at the Pinal Creek site, with limited exceptions. Remediation work consisting of groundwater extraction and treatment plus source control capping are expected to continue for many years in the future.

Newtown Creek. From the 1930s until 1964, Phelps Dodge Refining Corporation (PDRC), an indirect wholly owned subsidiary of FCX, operated a copper smelter, and from the 1930s until 1984 operated a copper refinery, on the banks of Newtown Creek (the creek), which is a 3.5-mile-long waterway that forms part of the boundary between Brooklyn and Queens in New York City. Heavy industrialization along the banks of the creek and discharges from the City of New York's sewer system over more than a century resulted in significant environmental contamination of the waterway. In 2010, EPA notified PDRC, four other companies and the City of New York that EPA considers them to be PRPs under CERCLA. The notified parties began working with EPA to identify other PRPs. In 2010, EPA designated the creek as a Superfund site, and in 2011, PDRC and five other parties entered an Administrative Order on Consent (AOC) to perform a remedial investigation/feasibility study (RI/FS) to assess the nature and extent of environmental contamination in the creek and identify potential remedial options. The parties ' RI/FS work under the AOC and their efforts to identify other PRPs are ongoing. EPA recently identified eight additional parties as PRPs for the creek. The draft RI was submitted to EPA in November 2016, and the draft FS is expected to be submitted to EPA by the end of 2020. EPA is not expected to propose a final remedy until after the RI/FS is completed, but has recently considered allowing for interim remedial measures as suggested by the PRPs. EPA's remedial decision could be made in 2021 and remedial design could begin in 2022, with the actual remediation construction starting several years later. The actual costs of fulfilling this remedial obligation and the allocation of costs among PRPs are uncertain and subject to change based on the results of the RI/FS, the remedy ultimately selected by EPA and related allocation determinations. The overall cost and the portion ultimately allocated to PDRC could be material to FCX. During 2017, FCX recorded charges of \$138 million for revised cost estimates for the Newtown Creek environmental obligation.

Historical Smelter Sites . FCX subsidiaries and their predecessors at various times owned or operated copper, zinc and lead smelters or refineries in states including Arizona, Indiana, Kansas, Missouri, New Jersey, Oklahoma and Pennsylvania. For some of these former processing sites, certain FCX subsidiaries have been advised by EPA or state agencies that they may be liable for costs of investigating and, if appropriate, remediating environmental conditions associated with these former processing facilities. At other sites, certain FCX subsidiaries have entered into state voluntary remediation programs to investigate and, if appropriate, remediate onsite and offsite conditions associated with the facilities. The historical processing sites are in various stages of assessment and remediation. At some of these sites, disputes with local residents and elected officials regarding alleged health effects or the effectiveness of remediation efforts have resulted in litigation of various types, and similar litigation at other sites is possible.

From 1920 until 1986, United States Metals Refining Company (USMR), an indirect wholly owned subsidiary of FCX, owned and operated a copper smelter and refinery in the Borough of Carteret, New Jersey. Since the early 1980s, the site has been the subject of environmental investigation and remediation, under the direction and supervision of the New Jersey Department of Environmental Protection. On January 30, 2017, a class action titled Juan Duarte, Betsy Duarte and N.D., Infant, by Parents and Natural Guardians Juan Duarte and Betsy Duarte, Leroy Nobles and Betty Nobles, on behalf of themselves and all others similarly situated v. United States Metals Refining Company, Freeport-McMoRan Copper & Gold Inc. and Amax Realty Development, Inc., Docket No. 734-17, was filed in the Superior Court of New Jersey against USMR, FCX, and Amax Realty Development, Inc. The defendants removed this litigation to the U.S. District Court for the District of New Jersey, where it remains pending. In December 2017, the plaintiffs amended their complaint and FCX was dismissed as a defendant and FMC was added as a defendant to the lawsuit. The suit alleges that USMR generated and disposed of smelter waste at the site and allegedly released contaminants onsite and offsite through discharges to surface water and air emissions over a period of decades and seeks unspecified damages for economic losses, including loss of property value, medical monitoring, punitive damages and other damages. In October 2018, the magistrate judge denied the plaintiffs' July 2018 request to amend the complaint to rejoin FCX as a defendant, and the plaintiffs have appealed that decision. FCX continues to vigorously defend this matter.

As a result of off-site soil sampling in public and private areas near the former Carteret smelter, FCX increased its associated environmental obligation for known and potential off-site environmental remediation by recording a \$59 million charge to operating income in 2017. Additional sampling and analysis occurred through 2018 and is ongoing and could result in additional adjustments to the related environmental remediation obligation in future periods.

Uranium Mining Sites. During a period between 1940 and the early 1970s, certain FCX subsidiaries and their predecessors were involved in uranium exploration and mining in the western U.S., primarily on federal and tribal lands in the Four Corners region of the southwest. Similar exploration and mining activities by other companies have also caused environmental impacts warranting remediation. In January 2017, the Department of Justice, EPA, Navajo Nation, and two FCX subsidiaries reached an agreement regarding the financial contribution of the U.S. Government and the FCX subsidiaries and the scope of the environmental investigation and remediation work for 94 former uranium mining sites on tribal lands. The settlement terms are outlined in a Consent Decree that was filed on January 17, 2017, in the U.S. District Court for the District of Arizona. Under the Consent Decree, which the U.S. Government valued at over \$600 million, the U.S. contributed \$335 million into a trust fund to cover the government's initial share of the costs, and FCX's subsidiaries are proceeding with the environmental investigation and remediation work at the 94 sites. The program is expected to take more than 20 years to complete. Based on updated cash flow and timing estimates, FCX reduced its associated obligation by recording a \$41 million credit to operating income in 2017 after receiving court approval of the Consent Decree. In addition to uranium activities on tribal lands, FCX is conducting site surveys of historical uranium mining claims associated with FCX subsidiaries on non-tribal federal lands in the Four Corners region. Under a memorandum of understanding with the U.S. Bureau of Land Management (BLM), site surveys are being performed on over 10,000 mining claims, ranging from undisturbed claims to claims with mining features. Based on these surveys, BLM may provide no further action determinations for undisturbed claims or requests for additional assessment or reclamation activities for others.

AROs. FCX's ARO estimates are reflected on a third-party cost basis and are based on FCX's legal obligation to retire tangible, long-lived assets. A summary of changes in FCX's AROs for the years ended December 31 follows:

	2018	2017	2016
Balance at beginning of year	\$ 2,583	\$ 2,638	\$ 2,774
Liabilities incurred	1	14	12
Settlements and revisions to cash flow estimates, net	50	(112)	529 ^a
Accretion expense	110	124	137
Dispositions ^b	(37)	(10)	(626)
Spending	(160)	(71)	(188)
Balance at end of year	2,547	2,583	2,638
Less current portion	(317)	(286)	(240)
Long-term portion	\$ 2,230	\$ 2,297	\$ 2,398

a. Revisions to cash flow estimates were primarily related to revised estimates for an overburden stockpile in Indonesia and at certain oil and gas properties.

b. Primarily reflects the sale of certain oil and gas properties.

ARO costs may increase or decrease significantly in the future as a result of changes in regulations, changes in engineering designs and technology, permit modifications or updates, changes in mine plans, settlements, inflation or other factors and as reclamation (concurrent with mining operations or post mining) spending occurs. ARO activities and expenditures for mining operations generally are made over an extended period of time commencing near the end of the mine life; however, certain reclamation activities may be accelerated if legally required or if determined to be economically beneficial. The methods used or required to plug and abandon non-producing oil and gas wellbores; remove platforms, tanks, production equipment and flow lines; and restore wellsites could change over time.

Financial Assurance. New Mexico, Arizona, Colorado and other states, as well as federal regulations governing mine operations on federal land, require financial assurance to be provided for the estimated costs of mine reclamation and closure, including groundwater quality protection programs. FCX has satisfied financial assurance requirements by using a variety of mechanisms, primarily involving parent company performance guarantees and financial capability demonstrations, but also including trust funds, surety bonds, letters of credit and other collateral. The applicable regulations specify financial strength tests that are designed to confirm a company's or guarantor's financial capability to fund estimated reclamation and closure costs. The amount of financial assurance FCX subsidiaries are required to provide will vary with changes in laws, regulations, reclamation and closure requirements, and cost estimates. At December 31, 2018, FCX's financial assurance obligations associated with these U.S. mine closure and reclamation/restoration costs totaled \$1.2 billion, of which \$703 million was in the form of guarantees issued by FCX and FMC. At December 31, 2018, FCX had trust assets totaling \$180 million (included in other assets), which are legally restricted to be used to satisfy its financial assurance obligations for its mining properties in New Mexico. In addition, FCX subsidiaries have financial assurance obligations for its oil and gas properties associated with plugging and abandoning wells and facilities totaling \$545 million. Where oil and gas guarantees associated with the Bureau of Ocean Energy Management do not include a stated cap, the amounts reflect management's estimates of the potential exposure.

New Mexico Environmental and Reclamation Programs. FCX's New Mexico operations are regulated under the New Mexico Water Quality Act and regulations adopted by the Water Quality Control Commission (WQCC). In connection with discharge permits, the New Mexico Environment Department (NMED) has required each of these operations to submit closure plans for NMED's approval. The closure plans must include measures to assure meeting applicable groundwater quality standards following the closure of discharging facilities and to abate groundwater or surface water contamination to meet applicable standards. In 2013, the WQCC adopted Supplemental Permitting Requirements for Copper Mining Facilities, which became effective on December 1, 2013, and specify closure requirements for copper mine facilities. The rules were adopted after an extensive stakeholder process in which FCX participated and were jointly supported by FCX and NMED. The New Mexico Supreme Court upheld the rules in 2018, following a challenge by certain environmental organizations and the New Mexico Attorney General. Finalized closure plans that meet the requirements of these rules will be submitted in 2019 and will result in material increases in closure costs for FCX's New Mexico operations.

FCX's New Mexico operations also are subject to regulation under the 1993 New Mexico Mining Act (the Mining Act) and the related rules that are administered by the Mining and Minerals Division (MMD) of the New Mexico Energy, Minerals and Natural Resources Department. Under the Mining Act, mines are required to obtain approval of plans describing the reclamation to be performed following cessation of mining operations. At December 31, 2018, FCX had accrued reclamation and closure costs of \$450 million for its New Mexico operations. Additional accruals may be required based on the state's periodic review of FCX's updated closure plans and any resulting permit conditions, and the amount of those accruals could be material.

Arizona Environmental and Reclamation Programs. FCX's Arizona properties are subject to regulatory oversight in several areas. ADEQ has adopted regulations for its aquifer protection permit (APP) program that require permits for, among other things, certain facilities, activities and structures used for mining, leaching, concentrating and smelting, and require compliance with aquifer water quality standards at an applicable point of compliance well or location during both operations and closure. The APP program also may require mitigation and discharge reduction or elimination of some discharges.

An application for an APP requires a proposed closure strategy that will meet applicable groundwater protection requirements following cessation of operations and an estimate of the cost to implement the closure strategy. An APP application specifies closure obligations, including post-closure monitoring and maintenance. A more detailed closure plan must be submitted within 90 days after a permitted entity notifies ADEQ of its intent to cease operations. A permit applicant must demonstrate its financial ability to meet the closure costs approved by ADEQ. In

2014, the state enacted legislation requiring closure costs for facilities covered by APPs to be updated no more frequently than every six years and financial assurance mechanisms to be updated no more frequently than every two years. In 2016, ADEQ approved a closure plan update for Sierrita, which resulted in increased closure costs. FCX will continue updating its closure strategy and closure cost estimates at other Arizona sites and intends to submit an updated tailings dam system closure cost for Morenci in April 2019. FCX expects to update the closure strategy and closure costs for Morenci's stockpiles in 2020. FCX intends to update Bagdad closure costs in 2021. FCX has also proposed a closure strategy and closure costs for a former leach stockpile at Bisbee (a discontinued operation), which is currently under review by ADEQ.

Portions of Arizona mining facilities that operated after January 1, 1986, also are subject to the Arizona Mined Land Reclamation Act (AMLRA). AMLRA requires reclamation to achieve stability and safety consistent with post-mining land use objectives specified in a reclamation plan. Reclamation plans must be approved by the State Mine Inspector and must include an estimate of the cost to perform the reclamation measures specified in the plan along with financial assurance. During 2017, Safford submitted an update to its reclamation plan to include the Lone Star expansion, which increased its reclamation costs. FCX will continue to evaluate options for future reclamation and closure activities at its operating and non-operating sites, which are likely to result in adjustments to FCX's AROs, and those adjustments could be material. At December 31, 2018, FCX had accrued reclamation and closure costs of \$367 million for its Arizona operations.

Colorado Reclamation Programs. FCX's Colorado operations are regulated by the Colorado Mined Land Reclamation Act (Reclamation Act) and regulations promulgated thereunder. Under the Reclamation Act, mines are required to obtain approval of plans for reclamation of lands affected by mining operations to be performed during mining or upon cessation of mining operations. During 2016, at the request of the Colorado Division of Reclamation Mining & Safety, the Climax mine submitted a revised cost estimate for its current reclamation plan, which did not materially change the closure plan cost. In 2017, Henderson began considering alternatives for the closure of the tailings facility and, in 2018, began evaluating potential options for long-term water treatment, which are likely to result in adjustments to FCX's AROs, and those adjustments could be material. As of December 31, 2018, FCX had accrued reclamation and closure costs of \$61 million for its Colorado operations. In 2019, a bill has been introduced in the Colorado legislature that requires financial assurance for long-term water management and eliminates the potential for future permits for mining sites that include long-term water management as part of the closure strategy. The long-term water management component of the bill will apply to Climax and Henderson operations and AROs.

Chilean Reclamation and Closure Programs. In July 2011, the Chilean senate passed legislation regulating mine closure, which established new requirements for closure plans. In compliance with the requirement for five-year updates, in November 2018, FCX's El Abra operation submitted an updated plan with closure cost estimates based on the existing approved closure plan. Approval is expected in 2019. This update will not result in a material increase to closure costs. At December 31, 2018, FCX had accrued reclamation and closure costs of \$63 million for its El Abra operation.

Peruvian Reclamation and Closure Programs. Cerro Verde is subject to regulation under the Mine Closure Law administered by the Peruvian Ministry of Energy and Mines. Under the closure regulations, mines must submit a closure plan that includes the reclamation methods, closure cost estimates, methods of control and verification, closure and post-closure plans, and financial assurance. In compliance with the five year closure plan and cost update required by the Mine Closure Law, the latest closure plan and cost estimate for the Cerro Verde mine expansion were submitted to the Peruvian regulatory authorities in 2017 and approved in February 2018. This update did not result in a material increase to closure costs. At December 31, 2018, FCX had accrued reclamation and closure costs of \$105 million for its Cerro Verde operation.

Indonesian Reclamation and Closure Programs. The ultimate amount of reclamation and closure costs to be incurred at PT-FI's operations will be determined based on applicable laws and regulations and PT-FI's assessment of appropriate remedial activities in the circumstances, after consultation with governmental authorities, affected local residents and other affected parties and cannot currently be projected with precision. Some reclamation costs will be incurred during mining activities, while the remaining reclamation costs will be incurred at the end of mining activities, which are currently estimated to continue through 2041. At the end of 2016, PT-FI revised its estimates for an overburden stockpile to address ongoing erosion that occurred during 2016, a design change that increased the volume and updated cost estimates reflecting more recent productivity and costs at the overburden stockpile, which resulted in an increase in the ARO of \$372 million. At December 31, 2018, FCX had accrued reclamation and closure costs of \$991 million for its PT-FI operations. PT-FI is currently mining in the final phase of the Grasberg

open pit and expects to transition to the underground mine in the first half of 2019. As a result, beginning in 2019, any adjustments to the costs for the overburden stockpile will impact earnings.

In December 2009, PT-FI submitted its revised mine closure plan to the Department of Energy and Mineral Resources for review and addressed comments received during the course of this review process. In December 2010, the Indonesian government issued a regulation regarding mine reclamation and closure, which requires a company to provide a mine closure guarantee in the form of a time deposit placed in a state-owned bank in Indonesia. In December 2018, PT-FI, in conjunction with the issuance of the IUPK, submitted a revised mine closure plan to reflect the extension of operations to 2041. At December 31, 2018, PT-FI funded \$90 million into a restricted time deposit account for mine closure guarantees and \$11 million for reclamation guarantees.

In October 2017, Indonesia's Ministry of Environment and Forestry (the MOEF) notified PT-FI of administrative sanctions related to certain activities the MOEF indicated are not reflected in its environmental permit. The MOEF also notified PT-FI that certain operational activities were inconsistent with factors set forth in its environmental permitting studies and that additional monitoring and improvements need to be undertaken related to air quality, water drainage, treatment and handling of certain wastes, and tailings management. In December 2018, the MOEF issued a revised environmental permit to PT-FI to address many of the operational activities that it alleged were inconsistent with earlier studies. The remaining administrative sanctions are being resolved through adoption of revised practices and, in a few situations, PT-FI has agreed with the MOEF on an appropriate multi-year work plan, including the closure of an overburden stockpile.

PT-FI and the MOEF also established a new framework for continuous improvement in environmental practices in PT-FI's operations, including initiatives that PT-FI will pursue to increase tailings retention and to evaluate large-scale beneficial uses of tailings within Indonesia. The MOEF issued a new decree that incorporates various initiatives and studies to be completed by PT-FI that would target continuous improvement in a manner that would not impose new technical risks or significant long-term costs to PT-FI's operations. The new framework enables PT-FI to maintain compliance with site-specific standards and provides for ongoing monitoring by the MOEF. In 2018, PT-FI recorded a \$32 million charge for assessments of prior period permit fees with the MOEF.

Oil and Gas Properties. Substantially all of FM O&G's oil and gas leases require that, upon termination of economic production, the working interest owners plug and abandon non-producing wellbores, remove equipment and facilities from leased acreage, and restore land in accordance with applicable local, state and federal laws. Following several sales transactions in 2016, 2017 and 2018, FM O&G's remaining operating areas include offshore California and onshore in South Louisiana as of December 31, 2018. FM O&G AROs cover approximately 210 wells and 120 platforms and other structures. At December 31, 2018, FM O&G had accrued \$476 million associated with its AROs.

Litigation. FCX is involved in numerous legal proceedings that arise in the ordinary course of business or are associated with environmental issues as discussed in this note under "Environmental." FCX is also involved periodically in reviews, inquiries, investigations and other proceedings initiated by or involving government agencies, some of which may result in adverse judgments, settlements, fines, penalties, injunctions or other relief. Management does not believe, based on currently available information, that the outcome of any legal proceeding will have a material adverse effect on FCX's financial condition, although individual or cumulative outcomes could be material to FCX's operating results for a particular period, depending on the nature and magnitude of the outcome and the operating results for the period.

FM O&G LLC, an indirect wholly owned subsidiary of FCX, is a defendant in a purported class action titled David Garcia v. Freeport-McMoRan Oil & Gas LLC filed on April 1, 2016, in the Superior Court of the State of California for the County of Santa Barbara (Case No. 16CV01305) and subsequently removed to the U.S. District Court for the Central District of California (the District Court). The plaintiff, a former FM O&G LLC employee who worked on offshore production platforms in federal waters, alleged violations of various California wage and hour laws and sought relief for past wages, overtime, penalties, interest and attorney's fees. The case was dismissed by the District Court on the basis that federal law, not state law, applied, and the complaint alleged no violations of federal law. The dismissal was appealed by the plaintiff to the U.S. Court of Appeals for the Ninth Circuit where the case is currently stayed in deference to the ongoing appeal of a similar case. Based on recent developments, FCX has concluded that its exposure in the Garcia case is not material to its consolidated financial statements.

Asbestos and Talc Claims. Since approximately 1990, various FCX affiliates have been named as defendants in a large number of lawsuits alleging personal injury from exposure to asbestos or talc allegedly contained in industrial products such as electrical wire and cable, raw materials such as paint and joint compounds, talc-based lubricants used in rubber manufacturing or from asbestos contained in buildings and facilities located at properties owned or operated by affiliates of FCX. Many of these suits involve a large number of codefendants. Based on litigation results to date and facts currently known, FCX believes there is a reasonable possibility that losses may have been incurred related to these matters; however, FCX also believes that the amounts of any such losses, individually or in the aggregate, are not material to its consolidated financial statements. There can be no assurance that future developments will not alter this conclusion.

There has been a recent significant increase in the number of cases alleging the presence of asbestos contamination in talc-based personal care products and in cases alleging exposure to talc products that are not alleged to be contaminated with asbestos. In these cases, plaintiffs allege serious health risks and often fatal diseases, including mesothelioma and ovarian cancer, allegedly caused by long-term use of talc-based cosmetic and personal care products. Nationwide trial results in these cases have ranged from outright dismissals to large jury awards of both compensatory and punitive damages. The primary targets have been the producers of those products, but defendants in many of these cases also include talc miners. Cyprus Amax Minerals Company (CAMC), an indirect wholly owned subsidiary of FCX, is one of those targets. One of CAMC's wholly owned subsidiaries, Cyprus Mines Corporation, was involved in talc mining until 1992 when it exited that business. CAMC has contractual indemnification rights, subject to limited reservations, against the ultimate successor to the business, which has acknowledged those indemnification obligations, and has taken responsibility for all cases tendered to it to date. However, on February 13, 2019, the indemnitor filed for Chapter 11 bankruptcy protection, and CAMC is in the very early stages of evaluating the potential implications of that filing. To date, no judgments have been rendered against CAMC, and FCX believes that CAMC has strong defenses. Accordingly, FCX currently believes the losses, if any, related to these cases, individually or in the aggregate, are not material to its consolidated financial statements. There can be no assurance that future developments will not alter this conclusion.

Tax and Other Matters. FCX's operations are in multiple jurisdictions where uncertainties arise in the application of complex tax regulations. Some of these tax regimes are defined by contractual agreements with the local government, while others are defined by general tax laws and regulations. FCX and its subsidiaries are subject to reviews of its income tax filings and other tax payments, and disputes can arise with the taxing authorities over the interpretation of its contracts or laws. The final taxes paid may be dependent upon many factors, including negotiations with taxing authorities. In certain jurisdictions, FCX must pay a portion of the disputed amount to the local government in order to formally appeal the assessment. Such payment is recorded as a receivable if FCX believes the amount is collectible.

Cerro Verde Royalty Dispute. SUNAT has assessed mining royalties on ore processed by the Cerro Verde concentrator, which commenced operations in late 2006, for the period December 2006 to December 2013. Cerro Verde has contested each of these assessments because it believes that its 1998 stability agreement exempts from royalties all minerals extracted from its mining concession, irrespective of the method used for processing such minerals. No assessments can be issued for years after 2013, as Cerro Verde began paying royalties on all of its production in January 2014 under its new 15-year stability agreement. Since 2014, Cerro Verde has been paying the disputed assessments for the period from December 2006 through December 2008 under an installment program (\$188 million paid by Cerro Verde through December 31, 2018). Cerro Verde will also begin making monthly payments beginning in second-quarter 2019 under a 66-month payment plan related to assessments for the period January 2009 through September 2011.

In October 2017, the Peruvian Supreme Court issued a ruling in favor of SUNAT that the assessments of royalties for the year 2008 on ore processed by the Cerro Verde concentrator were proper under Peruvian law. As a result of the unfavorable Peruvian Supreme Court ruling, Cerro Verde recorded net charges of \$186 million in 2017 (consisting of pre-tax charges of \$348 million and \$7 million of net tax charges, net of \$169 million of noncontrolling interests) primarily for royalty assessments for the period December 2006 through the year 2013, penalties and interest related to assessments for the period December 2006 through the year 2008, and other related items that Cerro Verde would have incurred under the view that its concentrator was not stabilized.

In September 2018, the Peruvian Tax Tribunal denied Cerro Verde's request to waive penalties and interest for the period January 2009 through September 2011. In December 2018, Cerro Verde elected not to appeal the Peruvian Tax Tribunal's decisions and is continuing to evaluate alternative strategies to defend its rights, including international arbitration. As a result, Cerro Verde recorded net charges of \$211 million in 2018 (consisting of pre-tax charges of \$420 million, net of \$18 million of tax benefits and \$191 million of noncontrolling interests) primarily for penalties and interest related to assessments for the years 2009 through 2013 and other related items.

Cerro Verde also recognized a net gain of \$16 million (consisting of pre-tax gains of \$14 million and net tax benefits of \$17 million, net of \$15 million in noncontrolling interests) in 2018 for refunds received for the overpayment of special (voluntary) levies (GEM) for the period October 2012 through the year 2013. Cerro Verde has also submitted a refund request for the remainder of the GEM assessments for the period October 2011 through September 2012 totaling \$57 million, but will not record a receivable for this amount until the request is granted by SUNAT.

As of December 31, 2018, Cerro Verde has recorded all of its exposure associated with its royalty dispute with the Peruvian tax authorities and will continue to record interest charges until all obligations are settled. Any future recoveries would be recorded when collected.

A summary of the charges recorded in 2018 and 2017 for the Cerro Verde royalty dispute follows:

Royalty and related assessment charges:	2018 ^a	2017 ^b	Total
Production and delivery	\$ 14	\$ 203	\$ 217
Interest expense, net	370	145	515
Other expense	22	—	22
(Benefit from) provision for income taxes	(35)	7 ^c	(28)
Net loss attributable to noncontrolling interests	(176)	(169)	(345)
	<u>\$ 195</u>	<u>\$ 186</u>	<u>\$ 381</u>

a. Amounts are net of gains from the refund of GEM for the period October 2012 through the year 2013.

b. Includes \$175 million related to disputed royalty assessments for the period from December 2006 to September 2011 (when royalties were determined based on revenues).

c. Includes tax charges of \$136 million for disputed royalties (\$69 million) and other related mining taxes (\$67 million) for the period October 2011 through the year 2013 when royalties were determined based on operating income, mostly offset by a tax benefit of \$129 million associated with disputed royalties and other related mining taxes for the period December 2006 through December 2013.

Other Peruvian Tax Matters. Cerro Verde has also received assessments from SUNAT for additional taxes, penalties and interest related to various audit exceptions for income and other taxes. Cerro Verde has filed or will file objections to the assessments because it believes it has properly determined and paid its taxes. A summary of these assessments follows:

Tax Year	Tax Assessment	Penalty and Interest Assessment	Total
2003 to 2008	\$ 56	\$ 130	\$ 186
2009	57	51	108
2010	63	105	168
2011	49	65	114
2014 to 2018	32	—	32
	<u>\$ 257</u>	<u>\$ 351</u>	<u>\$ 608</u>

As of December 31, 2018, Cerro Verde had paid \$386 million on these disputed tax assessments. A reserve has been applied against these payments totaling \$203 million, resulting in a net receivable of \$183 million (included in other assets), which Cerro Verde believes is collectible.

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Indonesia Tax Matters. PT-FI has received assessments from the Indonesian tax authorities for additional taxes and interest related to various audit exceptions for income and other taxes. PT-FI has filed objections to the assessments because it believes it has properly determined and paid its taxes. Excluding surface water and withholding tax assessments discussed below and the Indonesian government's previous imposition of a 7.5 percent export duty that PT-FI paid under protest during the period April 2017 to December 21, 2018 (refer to Note 13), a summary of these assessments follows:

Tax Year	Tax Assessment	Interest Assessment	Total
2005	\$ 73	\$ 35	\$ 108
2007	47	23	70
2008, 2010 to 2011	55	37	92
2012	124	—	124
2013	154	74	228
2014	139	6	145
2015	158	—	158
2016	266	113	379
	<u>\$ 1,016</u>	<u>\$ 288</u>	<u>\$ 1,304</u>

As of December 31, 2018, PT-FI had paid \$493 million (included in other assets) on disputed tax assessments, which it believes is collectible.

PT-FI received assessments from the local regional tax authority in Papua, Indonesia, for additional taxes and penalties related to surface water taxes for the period from January 2011 through December 2018. PT-FI has filed or will file appeals of these assessments with the Indonesia Tax Court. During the first half of 2018 and in fourth-quarter 2018, the Indonesia Tax Court ruled partially in favor of PT-FI with respect to assessments for the period January 2016 through April 2017 by reducing these assessments from \$80 million, including penalties, to \$48 million, including penalties (based on the exchange rate at December 31, 2018), or an approximate 40 percent reduction.

During 2017, PT-FI filed reconsideration request petitions to the Indonesia Supreme Court with respect to assessments for the period from January 2011 through December 2015; and in second-quarter 2018, filed reconsideration request petitions with respect to the Indonesia Tax Court decisions related to the assessments for the period from January 2016 through April 2016. In second-quarter 2018, the Indonesia Supreme Court issued favorable decisions relating to surface water tax assessments for the period January 2011 through July 2015. The Indonesia Supreme Court ruling concluded that PT-FI and the Indonesian government are bound by PT-FI's former COW, which is *lex specialis*, and prevails as the law for the parties to the former COW that should be carried out in good faith. As a result, FCX estimates the total amount of the assessments, including penalties, (based on the exchange rate at December 31, 2018) for the period from August 2015 through December 2018 totals \$174 million, including \$87 million in penalties. In accordance with its IUPK discussed in Note 13, PT-FI is obligated to pay surface water taxes of \$15 million annually, beginning in 2019. In addition, PT-FI has offered to pay one trillion rupiah (\$69 million based on the exchange rate as of December 31, 2018) to settle historical disputes regarding surface water taxes, which was charged to production and delivery costs in December 2018.

In September 2018, PT-FI received an unfavorable decision from the Indonesian Tax Court with respect to its appeal of disallowed items on its 2012 corporate income tax return. The most significant disallowed item relates to the tax treatment of mine development costs. A similar decision on PT-FI's 2014 corporate income tax return was announced in October 2018. PT-FI has filed or will file appeals related to these decisions to the Indonesian Supreme Court because it believes the former COW is explicit about the tax treatment associated with mine development costs. No adjustments have been recorded for this matter as of December 31, 2018, because FCX believes PT-FI has properly determined and paid its taxes. As of December 31, 2018, PT-FI had long-term receivables totaling approximately \$350 million related to this matter, and no reserves have been recorded for these receivables. FCX estimates the potential exposure for penalties for the years 2013, 2016 and 2017, in which the Indonesian tax authorities may assert that PT-FI has underpaid income taxes, totals \$251 million based on the exchange rate as of December 31, 2018.

In April 2017, PT-FI entered into a memorandum of understanding with the Indonesian government (the 2017 MOU) confirming that the former COW would continue to be valid and honored until replaced by a mutually agreed IUPK and investment stability agreement. In the 2017 MOU, PT-FI agreed to continue to pay a 5 percent export duty during this period. Subsequently, the Customs Office of the Minister of Finance refused to recognize the 5 percent export duty agreed to under the 2017 MOU and imposed a 7.5 percent export duty under the Ministry of Finance regulations, which PT-FI paid under protest during the period April 2017 to December 21, 2018. PT-FI is disputing the incremental 2.5 percent export duty while the matter is pending in Indonesia Tax Court proceedings, and amounts paid are being held in a restricted cash account or in a current or long-term receivable in the consolidated balance sheets (\$144 million at December 31, 2018, consisting of \$15 million in income and other tax receivables, \$7 million in other current assets and \$122 million in other assets; and \$38 million at December 31, 2017, consisting of \$22 million in other current assets and \$16 million in other assets) that PT-FI expects to have released or refunded in full once the matter is resolved. In December 2018, the Indonesia Tax Court announced a ruling in favor of PT-FI related to \$15 million of the disputed export duties, which PT-FI expects to collect in 2019. Under the terms of the IUPK, PT-FI is subject to an export duty until smelter development reaches 50 percent , at which time the export duty will be eliminated (refer to Note 13 for export duty rates).

In January 2019, PT-FI noted that the Indonesian Supreme Court posted on its website an unfavorable decision related to a PT-FI 2005 withholding tax matter. PT-FI had also received an unfavorable Indonesian Supreme Court decision in November 2017 and has other pending cases at the Indonesian Supreme Court related to withholding taxes for employees and other service providers for the year 2005 and the year 2007, which total approximately \$61 million (based on the exchange rate as of December 31, 2018), including penalties and interest. As a result of the January 2019 ruling, PT-FI concluded a loss on all outstanding withholding tax matters is probable under applicable accounting guidance, and it recorded a charge of \$61 million in 2018.

Letters of Credit, Bank Guarantees and Surety Bonds. Letters of credit and bank guarantees totaled \$528 million at December 31, 2018 , primarily for environmental and asset retirement obligations, the Cerro Verde royalty dispute (refer to discussion above), workers' compensation insurance programs, tax and customs obligations, and other commercial obligations. In addition, FCX had surety bonds totaling \$342 million at December 31, 2018 , primarily associated with environmental and asset retirement obligations.

Insurance. FCX purchases a variety of insurance products to mitigate potential losses, which typically have specified deductible amounts or self-insured retentions and policy limits. FCX generally is self-insured for U.S. workers' compensation, but purchases excess insurance up to statutory limits. An actuarial analysis is performed twice a year on the various casualty insurance programs covering FCX's U.S.-based mining operations, including workers' compensation, to estimate expected losses. At December 31, 2018 , FCX's liability for expected losses under these insurance programs totaled \$60 million , which consisted of a current portion of \$11 million (included in accounts payable and accrued liabilities) and a long-term portion of \$49 million (included in other liabilities). In addition, FCX has receivables of \$15 million (a current portion of \$2 million included in other accounts receivable and a long-term portion of \$13 million included in other assets) for expected claims associated with these losses to be filed with insurance carriers.

FCX's oil and gas operations are subject to all of the risks normally incident to the production of oil and gas, including well blowouts, cratering, explosions, oil spills, releases of gas or well fluids, fires, pollution and releases of toxic gas, each of which could result in damage to or destruction of oil and gas wells, production facilities or other property, or injury to persons. While FCX is not fully insured against all risks related to its oil and gas operations, its insurance policies provide limited coverage for losses or liabilities relating to pollution, with broader coverage for sudden and accidental occurrences. FCX is self-insured for named windstorms in the GOM.

NOTE 13. COMMITMENTS AND GUARANTEES

Operating Leases. FCX leases various types of properties, including offices and equipment. Future minimum rentals under non-cancelable leases at December 31, 2018, total \$53 million in 2019, \$42 million in 2020, \$38 million in 2021, \$32 million in 2022, \$29 million in 2023 and \$171 million thereafter. Minimum payments under operating leases have not been reduced by aggregate minimum sublease rentals, which are minimal. Total aggregate rental expense under operating leases was \$80 million in 2018, \$59 million in 2017 and \$71 million in 2016.

Contractual Obligations. At December 31, 2018, based on applicable prices on that date, FCX has unconditional purchase obligations of \$2.9 billion, primarily comprising the procurement of copper concentrate (\$1.5 billion), cobalt (\$0.5 billion), electricity (\$0.4 billion) and transportation services (\$0.3 billion). Some of FCX's unconditional purchase obligations are settled based on the prevailing market rate for the service or commodity purchased. In some cases, the amount of the actual obligation may change over time because of market conditions. Obligations for copper concentrate provide for deliveries of specified volumes to Atlantic Copper at market-based prices. Obligations for cobalt hydroxide intermediate provide for deliveries of specified volumes to Freeport Cobalt at market-based prices. Electricity obligations are primarily for long-term power purchase agreements in North America and contractual minimum demand at the South America mines. Transportation obligations are primarily for South America contracted ocean freight.

FCX's unconditional purchase obligations by year total \$2.1 billion in 2019, \$234 million in 2020, \$147 million in 2021, \$50 million in 2022, \$44 million in 2023 and \$301 million thereafter. During the three-year period ended December 31, 2018, FCX fulfilled its minimum contractual purchase obligations.

Special Mining License (IUPK) - Indonesia. As discussed in Note 2, on December 21, 2018, FCX completed the transaction with the Indonesian government regarding PT-FI's long-term mining rights and share ownership. Concurrent with the closing of the transaction, the Indonesian government granted PT-FI an IUPK to replace its former COW, enabling PT-FI to conduct operations in the Grasberg minerals district through 2041. Under the terms of the IUPK, PT-FI has been granted an extension of mining rights through 2031, with rights to extend mining rights through 2041, subject to PT-FI completing the construction of a new smelter in Indonesia within five years of closing the transaction and fulfilling its defined fiscal obligations to the Indonesian government. The IUPK, and related documentation, contains legal and fiscal terms and is legally enforceable through 2041. In addition, FCX, as a foreign investor, has rights to resolve investment disputes with the Indonesian government through international arbitration.

The key fiscal terms set forth in the IUPK include a 25 percent corporate income tax rate, a 10 percent profits tax on net income, and royalty rates of 4 percent for copper, 3.75 percent for gold and 3.25 percent for silver. PT-FI's royalties totaled \$238 million in 2018, \$173 million in 2017 and \$131 million in 2016.

The IUPK also requires PT-FI to pay export duties of 5 percent, declining to 2.5 percent when smelter development progress exceeds 30 percent and eliminated when smelter progress exceeds 50 percent. PT-FI had previously agreed to and has been paying export duties since July 2014 (refer to Note 12 for further discussion of disputed export duties for the period April 2017 to December 21, 2018). PT-FI's export duties charged against revenues totaled \$180 million in 2018, \$115 million in 2017 and \$95 million in 2016.

The IUPK also requires PT-FI to pay surface water taxes of \$15 million annually, beginning in 2019.

In connection with a memorandum of understanding previously entered into with the Indonesian government in July 2014, PT-FI provided an assurance bond at that time to support its commitment to construct a new smelter in Indonesia (\$126 million based on exchange rate as of December 31, 2018).

PT-FI has applied for a one-year extension of its export license, which currently expires on February 16, 2019.

Other. In 2016, FCX negotiated the termination and settlement of FM O&G's drilling rig contracts with Noble Drilling (U.S.) LLC (Noble) and Rowan Companies plc (Rowan). Under the settlement with Noble, FCX issued 48.1 million shares of its common stock (representing a value of \$540 million) during second-quarter 2016, and Noble immediately sold these shares. Under the settlement with Rowan, FCX paid \$215 million in cash during 2016. FCX also agreed to provide contingent payments of up to \$75 million to Noble and up to \$30 million to Rowan, depending on the average price of crude oil over the 12-month period ending June 30, 2017. In January 2017, FCX paid \$6 million to early settle a portion of the Rowan contingent payments and no additional payments were due when the contingency period ended on June 30, 2017. As a result of the settlements, FM O&G was released from a total of \$1.1 billion in payment obligations under its three drilling rig contracts.

Community Development Programs. FCX has adopted policies that govern its working relationships with the communities where it operates. These policies are designed to guide its practices and programs in a manner that respects and promotes basic human rights and the culture of the local people impacted by FCX's operations. FCX continues to make significant expenditures on community development, education, training and cultural programs.

In 1996, PT-FI established the Freeport Partnership Fund for Community Development (Partnership Fund) through which PT-FI has made available funding and technical assistance to support community development initiatives in the areas of health, education, economic development and local infrastructure of the area. PT-FI has committed through June 30, 2019, to provide one percent of its annual revenue for the development of the local communities in its area of operations through the Partnership Fund. PT-FI charged \$55 million in 2018 , \$44 million in 2017 and \$33 million in 2016 to cost of sales for this commitment.

Guarantees. FCX provides certain financial guarantees (including indirect guarantees of the indebtedness of others) and indemnities.

Prior to its acquisition by FCX, FMC and its subsidiaries have, as part of merger, acquisition, divestiture and other transactions, from time to time, indemnified certain sellers, buyers or other parties related to the transaction from and against certain liabilities associated with conditions in existence (or claims associated with actions taken) prior to the closing date of the transaction. As part of these transactions, FMC indemnified the counterparty from and against certain excluded or retained liabilities existing at the time of sale that would otherwise have been transferred to the party at closing. These indemnity provisions generally now require FCX to indemnify the party against certain liabilities that may arise in the future from the pre-closing activities of FMC for assets sold or purchased. The indemnity classifications include environmental, tax and certain operating liabilities, claims or litigation existing at closing and various excluded liabilities or obligations. Most of these indemnity obligations arise from transactions that closed many years ago, and given the nature of these indemnity obligations, it is not possible to estimate the maximum potential exposure. Except as described in the following sentence, FCX does not consider any of such obligations as having a probable likelihood of payment that is reasonably estimable, and accordingly, has not recorded any obligations associated with these indemnities. With respect to FCX's environmental indemnity obligations, any expected costs from these guarantees are accrued when potential environmental obligations are considered by management to be probable and the costs can be reasonably estimated.

NOTE 14. FINANCIAL INSTRUMENTS

FCX does not purchase, hold or sell derivative financial instruments unless there is an existing asset or obligation, or it anticipates a future activity that is likely to occur and will result in exposure to market risks, which FCX intends to offset or mitigate. FCX does not enter into any derivative financial instruments for speculative purposes, but has entered into derivative financial instruments in limited instances to achieve specific objectives. These objectives principally relate to managing risks associated with commodity price changes, foreign currency exchange rates and interest rates.

Commodity Contracts. From time to time, FCX has entered into derivative contracts to hedge the market risk associated with fluctuations in the prices of commodities it purchases and sells. Derivative financial instruments used by FCX to manage its risks do not contain credit risk-related contingent provisions. As a result of the acquisition of the oil and gas business in 2013, FCX assumed a variety of crude oil and natural gas commodity derivatives to hedge the exposure to the volatility of crude oil and natural gas commodity prices, all of which had matured by December 31, 2015. As of December 31, 2018 and 2017 , FCX had no price protection contracts relating to its mine production. A discussion of FCX's derivative contracts and programs follows.

Derivatives Designated as Hedging Instruments – Fair Value Hedges

Copper Futures and Swap Contracts. Some of FCX's U.S. copper rod customers request a fixed market price instead of the COMEX average copper price in the month of shipment. FCX hedges this price exposure in a manner that allows it to receive the COMEX average price in the month of shipment while the customers pay the fixed price they requested. FCX accomplishes this by entering into copper futures or swap contracts. Hedging gains or losses from these copper futures and swap contracts are recorded in revenues. FCX did not have any significant gains or losses during the three years ended December 31, 2018, resulting from hedge ineffectiveness. At December 31, 2018, FCX held copper futures and swap contracts that qualified for hedge accounting for 68 million pounds at an average contract price of \$2.77 per pound, with maturities through June 2020.

A summary of (losses) gains recognized in revenues for derivative financial instruments related to commodity contracts that are designated and qualify as fair value hedge transactions, including the unrealized gains (losses) on the related hedged item for the years ended December 31 follows:

	2018	2017	2016
Copper futures and swap contracts:			
Unrealized (losses) gains:			
Derivative financial instruments	\$ (20)	\$ 4	\$ 16
Hedged item – firm sales commitments	20	(4)	(16)
Realized (losses) gains:			
Matured derivative financial instruments	(22)	30	1

Derivatives Not Designated as Hedging Instruments

Embedded Derivatives. Certain FCX concentrate, copper cathode and gold sales contracts provide for provisional pricing primarily based on the LME copper price or the COMEX copper price and the LMBA gold price at the time of shipment as specified in the contract. FCX receives market prices based on prices in the specified future month, which results in price fluctuations recorded to revenues until the date of settlement. FCX records revenues and invoices customers at the time of shipment based on then-current LME or COMEX prices, which results in an embedded derivative (*i.e.*, a pricing mechanism that is finalized after the time of delivery) that is required to be bifurcated from the host contract. The host contract is the sale of the metals contained in the concentrate or cathode at the then-current LME or COMEX price. FCX applies the normal purchases and normal sales scope exception in accordance with derivatives and hedge accounting guidance to the host contract in its concentrate or cathode sales agreements since these contracts do not allow for net settlement and always result in physical delivery. The embedded derivative does not qualify for hedge accounting and is adjusted to fair value through earnings each period, using the period-end forward prices, until the date of final pricing. Similarly, FCX purchases copper and cobalt under contracts that provide for provisional pricing. Mark-to-market price fluctuations from these embedded derivatives are recorded through the settlement date and are reflected in revenues for sales contracts and in inventory for purchase contracts. A summary of FCX's embedded derivatives at December 31, 2018, follows:

	Open Positions	Average Price Per Unit		Maturities Through
		Contract	Market	
Embedded derivatives in provisional sales contracts:				
Copper (millions of pounds)	489	\$ 2.78	\$ 2.70	May 2019
Gold (thousands of ounces)	119	1,229	1,286	April 2019
Embedded derivatives in provisional purchase contracts:				
Copper (millions of pounds)	117	2.79	2.71	May 2019
Cobalt (millions of pounds)	9	19.58	19.25	March 2019

Crude Oil and Natural Gas Contracts. FCX had no outstanding crude oil or natural gas derivative contracts as of December 31, 2018 or 2017. As part of the terms of the agreement to sell its onshore California oil and gas properties, FM O&G entered into derivative contracts during October 2016. Sentinel assumed these contracts at the time of the sale in December 2016. These derivative contracts were not designated as hedges for accounting purposes, and were recorded at fair value with the mark-to-market gains and losses recorded in revenues (oil contracts) and production costs (natural gas contracts).

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Copper Forward Contracts. Atlantic Copper, FCX's wholly owned smelting and refining unit in Spain, enters into copper forward contracts designed to hedge its copper price risk whenever its physical purchases and sales pricing periods do not match. These economic hedge transactions are intended to hedge against changes in copper prices, with the mark-to-market hedging gains or losses recorded in cost of sales. At December 31, 2018, Atlantic Copper held net copper forward sales contracts for 8 million pounds at an average contract price of \$2.76 per pound, with maturities through February 2019.

Summary of (Losses) Gains. A summary of the realized and unrealized (losses) gains recognized in operating income (loss) for commodity contracts that do not qualify as hedge transactions, including embedded derivatives, for the years ended December 31 follows:

	2018	2017	2016
Embedded derivatives in provisional sales contracts ^a			
Copper	\$ (310)	\$ 489	\$ 262
Gold and other	(7)	26	4
Crude oil options and swaps ^a	—	—	(35)
Copper forward contracts ^b	18	(15)	5

a. Amounts recorded in revenues.

b. Amounts recorded in cost of sales as production and delivery costs.

Unsettled Derivative Financial Instruments

A summary of the fair values of unsettled commodity derivative financial instruments follows:

	December 31,	
	2018	2017
Commodity Derivative Assets:		
<u>Derivatives designated as hedging instruments:</u>		
Copper futures and swap contracts	\$ —	\$ 11
<u>Derivatives not designated as hedging instruments:</u>		
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts	23	155
Copper forward contracts	—	1
Total derivative assets	\$ 23	\$ 167
Commodity Derivative Liabilities:		
<u>Derivatives designated as hedging instruments:</u>		
Copper futures and swap contracts	\$ 9	\$ —
<u>Derivatives not designated as hedging instruments:</u>		
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts	39	55
Copper forward contracts	—	2
Total derivative liabilities	\$ 48	\$ 57

FCX's commodity contracts have netting arrangements with counterparties with which the right of offset exists, and it is FCX's policy to generally offset balances by contract on its balance sheet. FCX's embedded derivatives on provisional sales/purchase contracts are netted with the corresponding outstanding receivable/payable balances.

A summary of these unsettled commodity contracts that are offset in the balance sheet follows:

	Assets at December 31,		Liabilities at December 31,	
	2018	2017	2018	2017
Gross amounts recognized:				
Commodity contracts:				
Embedded derivatives in provisional sales/purchase contracts	\$ 23	\$ 155	\$ 39	\$ 55
Copper derivatives	—	12	9	2
	<u>23</u>	<u>167</u>	<u>48</u>	<u>57</u>
Less gross amounts of offset:				
Commodity contracts:				
Embedded derivatives in provisional sales/purchase contracts	7	—	7	—
Copper derivatives	—	1	—	1
	<u>7</u>	<u>1</u>	<u>7</u>	<u>1</u>
Net amounts presented in balance sheet:				
Commodity contracts:				
Embedded derivatives in provisional sales/purchase contracts	16	155	32	55
Copper derivatives	—	11	9	1
	<u>\$ 16</u>	<u>\$ 166</u>	<u>\$ 41</u>	<u>\$ 56</u>
Balance sheet classification:				
Trade accounts receivable	\$ 3	\$ 151	\$ 24	\$ —
Other current assets	—	11	—	—
Accounts payable and accrued liabilities	13	4	17	56
	<u>\$ 16</u>	<u>\$ 166</u>	<u>\$ 41</u>	<u>\$ 56</u>

Credit Risk. FCX is exposed to credit loss when financial institutions with which it has entered into derivative transactions (commodity, foreign exchange and interest rate swaps) are unable to pay. To minimize the risk of such losses, FCX uses counterparties that meet certain credit requirements and periodically reviews the creditworthiness of these counterparties. FCX does not anticipate that any of the counterparties it deals with will default on their obligations. As of December 31, 2018, the maximum amount of credit exposure associated with derivative transactions was \$16 million.

Other Financial Instruments. Other financial instruments include cash and cash equivalents, restricted cash, restricted cash equivalents, accounts receivable, investment securities, legally restricted funds, accounts payable and accrued liabilities, dividends payable and long-term debt. The carrying value for cash and cash equivalents (which included time deposits of \$2.3 billion at December 31, 2018, and \$2.9 billion at December 31, 2017), restricted cash, restricted cash equivalents, accounts receivable, accounts payable and accrued liabilities, and dividends payable approximates fair value because of their short-term nature and generally negligible credit losses (refer to Note 15 for the fair values of investment securities, legally restricted funds and long-term debt).

In addition, as of December 31, 2018, FCX has contingent consideration assets related to certain 2016 asset sales (refer to Note 15 for the related fair value and to Note 2 for further discussion of these instruments).

Cash, Cash Equivalents, Restricted Cash and Restricted Cash Equivalents. The following table provides a reconciliation of total cash, cash equivalents, restricted cash and restricted cash equivalents presented in the consolidated statements of cash flows to the components presented in the consolidated balance sheets:

	December 31, 2018	December 31, 2017
Balance sheet components:		
Cash and cash equivalents	\$ 4,217	\$ 4,526
Restricted cash and restricted cash equivalents included in:		
Other current assets	110	52
Other assets	128	132
Total cash, cash equivalents, restricted cash and restricted cash equivalents presented in the consolidated statements of cash flows	<u>\$ 4,455</u>	<u>\$ 4,710</u>

NOTE 15. FAIR VALUE MEASUREMENT

Fair value accounting guidance includes a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). FCX did not have any significant transfers in or out of Level 3 for 2018 .

FCX's financial instruments are recorded on the consolidated balance sheets at fair value except for contingent consideration associated with the sale of the Deepwater GOM oil and gas properties (which was recorded under the loss recovery approach) and debt. A summary of the carrying amount and fair value of FCX's financial instruments (including those measured at NAV as a practical expedient), other than cash and cash equivalents, restricted cash, restricted cash equivalents, accounts receivable, accounts payable and accrued liabilities, and dividends payable (refer to Note 14) follows:

	At December 31, 2018					
	Carrying Amount	Fair Value				
		Total	NAV	Level 1	Level 2	Level 3
Assets						
Investment securities: ^{a,b}						
U.S. core fixed income fund	\$ 25	\$ 25	\$ 25	\$ —	\$ —	\$ —
Equity securities	4	4	—	4	—	—
Total	29	29	25	4	—	—
Legally restricted funds: ^a						
U.S. core fixed income fund	55	55	55	—	—	—
Government mortgage-backed securities	38	38	—	—	38	—
Government bonds and notes	36	36	—	—	36	—
Corporate bonds	28	28	—	—	28	—
Asset-backed securities	11	11	—	—	11	—
Collateralized mortgage-backed securities	7	7	—	—	7	—
Money market funds	5	5	—	5	—	—
Municipal bonds	1	1	—	—	1	—
Total	181	181	55	5	121	—
Derivatives:						
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts in a gross asset position ^c	23	23	—	—	23	—
Contingent consideration for the sales of TFHL and onshore California oil and gas properties ^a	73	73	—	—	73	—
Total	96	96	—	—	96	—
Contingent consideration for the sale of the Deepwater GOM oil and gas properties ^a	143	127	—	—	—	127
Liabilities						
Derivatives: ^c						
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts in a gross asset position	\$ 39	\$ 39	\$ —	\$ —	\$ 39	\$ —
Copper futures and swap contracts	9	9	—	7	2	—
Total	48	48	—	7	41	—
Long-term debt, including current portion ^d	11,141	10,238	—	—	10,238	—

	At December 31, 2017					
	Carrying Amount	Fair Value				
		Total	NAV	Level 1	Level 2	Level 3
Assets						
Investment securities: ^{a,b}						
U.S. core fixed income fund	\$ 25	\$ 25	\$ 25	\$ —	\$ —	\$ —
Equity securities	5	5	—	5	—	—
Total	30	30	25	5	—	—
Legally restricted funds: ^a						
U.S. core fixed income fund	55	55	55	—	—	—
Government bonds and notes	40	40	—	—	40	—
Corporate bonds	32	32	—	—	32	—
Government mortgage-backed securities	27	27	—	—	27	—
Asset-backed securities	15	15	—	—	15	—
Money market funds	11	11	—	11	—	—
Collateralized mortgage-backed securities	8	8	—	—	8	—
Municipal bonds	1	1	—	—	1	—
Total	189	189	55	11	123	—
Derivatives:						
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts in a gross asset position ^c	155	155	—	—	155	—
Copper futures and swap contracts ^c	11	11	—	9	2	—
Copper forward contracts ^c	1	1	—	—	1	—
Contingent consideration for the sales of TFHL and onshore California oil and gas properties ^a	108	108	—	—	108	—
Total	275	275	—	9	266	—
Contingent consideration for the sale of the Deepwater GOM oil and gas properties ^a	150	134	—	—	—	134
Liabilities						
Derivatives: ^c						
Embedded derivatives in provisional copper, gold and cobalt sales/purchase contracts in a gross liability position	\$ 55	\$ 55	\$ —	\$ —	\$ 55	\$ —
Copper forward contracts	2	2	—	1	1	—
Total	57	57	—	1	56	—
Long-term debt, including current portion ^d	13,229	13,381	—	—	13,381	—

a. Current portion included in other current assets and long-term portion included in other assets.

b. Excludes time deposits (which approximated fair value) included in (i) other current assets of \$109 million at December 31, 2018, and \$52 million at December 31, 2017, and (ii) other assets of \$126 million at December 31, 2018, and \$123 million at December 31, 2017, primarily associated with an assurance bond to support PT-FI's commitment for the development of a new smelter in Indonesia (refer to Note 13 for further discussion) and PT-FI's closure and reclamation guarantees (refer to Note 12 for further discussion).

c. Refer to Note 14 for further discussion and balance sheet classifications.

d. Recorded at cost except for debt assumed in acquisitions, which are recorded at fair value at the respective acquisition dates.

Valuation Techniques. The U.S. core fixed income fund is valued at NAV. The fund strategy seeks total return consisting of income and capital appreciation primarily by investing in a broad range of investment-grade debt securities, including U.S. government obligations, corporate bonds, mortgage-backed securities, asset-backed securities and money market instruments. There are no restrictions on redemptions (which are usually within one business day of notice).

Money market funds are classified within Level 1 of the fair value hierarchy because they are valued using quoted market prices in active markets.

Equity securities are valued at the closing price reported on the active market on which the individual securities are traded and, as such, are classified within Level 1 of the fair value hierarchy.

Fixed income securities (government securities, corporate bonds, asset-backed securities, collateralized mortgage-backed securities and municipal bonds) are valued using a bid-evaluation price or a mid-evaluation price. These evaluations are based on quoted prices, if available, or models that use observable inputs and, as such, are classified within Level 2 of the fair value hierarchy.

FCX's embedded derivatives on provisional copper concentrate, copper cathode and gold purchases and sales are valued using only quoted monthly LME or COMEX copper forward prices and the adjusted LBMA gold prices at each reporting date based on the month of maturity (refer to Note 14 for further discussion); however, FCX's contracts themselves are not traded on an exchange. FCX's embedded derivatives on provisional cobalt purchases are valued using quoted monthly LME cobalt forward prices or average published *Metals Bulletin* cobalt prices, subject to certain adjustments as specified by the terms of the contracts, at each reporting date based on the month of maturity. As a result, these derivatives are classified within Level 2 of the fair value hierarchy.

FCX's derivative financial instruments for copper futures and swap contracts and copper forward contracts that are traded on the respective exchanges are classified within Level 1 of the fair value hierarchy because they are valued using quoted monthly COMEX or LME prices at each reporting date based on the month of maturity (refer to Note 14 for further discussion). Certain of these contracts are traded on the over-the-counter market and are classified within Level 2 of the fair value hierarchy based on COMEX and LME forward prices.

The fair value of contingent consideration for the sales of TFHL and onshore California oil and gas properties (refer to Note 2 for further discussion) is calculated based on average commodity price forecasts through applicable maturity dates using a Monte Carlo simulation model. The models use various observable inputs, including Brent crude oil forward prices, historical copper and cobalt prices, volatilities, discount rates and settlement terms. As a result, these contingent consideration assets are classified within Level 2 of the fair value hierarchy.

The fair value of contingent consideration for the sale of Deepwater GOM oil and gas properties (refer to Note 2 for further discussion) is calculated based on a discounted cash flow model using inputs that include third-party estimates for reserves, production rates and production timing, and discount rates. Because significant inputs are not observable in the market, the contingent consideration is classified within Level 3 of the fair value hierarchy.

Long-term debt, including current portion, is valued using available market quotes and, as such, is classified within Level 2 of the fair value hierarchy.

The techniques described above may produce a fair value calculation that may not be indicative of NRV or reflective of future fair values. Furthermore, while FCX believes its valuation techniques are appropriate and consistent with those used by other market participants, the use of different techniques or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There have been no changes in the techniques used at December 31, 2018 .

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A summary of the changes in the fair value of FCX's Level 3 instrument, contingent consideration for the sale of the Deepwater GOM oil and gas properties, for the years ended December 31 follows:

	2018	2017	2016
Balance at beginning of year	\$ 134	\$ 135	\$ —
Net unrealized (losses) gains related to assets still held at the end of the year	—	(1)	135
Settlements	(7)	—	—
Balance at the end of the year	<u>\$ 127</u>	<u>\$ 134</u>	<u>\$ 135</u>

Refer to Notes 1, 2 and 5 for a discussion of the fair value estimates associated with other assets acquired and liabilities assumed related to the PT-FI divestment, which were determined based on inputs not observable in the market and thus represent Level 3 measurements.

NOTE 16. BUSINESS SEGMENT INFORMATION

Product Revenues. FCX's revenues attributable to the products it sold for the years ended December 31 follow:

	2018	2017	2016
Copper:			
Concentrate	\$ 6,180	\$ 5,604	\$ 5,048
Cathode	4,366	3,759	3,495
Rod, and other refined copper products	2,396	2,387	2,082
Purchased copper ^a	1,053	789	428
Gold	3,231	2,126	1,592
Molybdenum	1,190	896	659
Other ^b	1,490	1,159	2,145
Adjustments to revenues:			
Treatment charges	(535)	(536)	(652)
Royalty expense ^c	(246)	(181)	(138)
Export duties ^d	(180)	(115)	(95)
Revenues from contracts with customers	<u>18,945</u>	<u>15,888</u>	<u>14,564</u>
Embedded derivatives ^e	(317)	515	266
Total consolidated revenues	<u>\$ 18,628</u>	<u>\$ 16,403</u>	<u>\$ 14,830</u>

a. FCX purchases copper cathode primarily for processing by its Rod & Refining operations.

b. Primarily includes revenues associated with cobalt, silver, oil, gas and natural gas liquids.

c. Reflects royalties for sales from PT-FI and Cerro Verde that will vary with the volume of metal sold and the prices of copper and gold.

d. Refer to Note 13 for discussion of PT-FI export duties.

e. Refer to Note 14 for discussion of embedded derivatives related to FCX's provisionally priced concentrate and cathode sales contracts.

Geographic Area. Information concerning financial data by geographic area follows:

	December 31,		
	2018	2017	2016
Long-lived assets: ^a			
Indonesia	\$ 14,025	\$ 8,938	\$ 8,794
U.S.	8,208	8,312	8,282
Peru	7,274	7,485	7,981
Chile	1,128	1,221	1,269
Other	458	408	378
Total	<u>\$ 31,093</u>	<u>\$ 26,364</u>	<u>\$ 26,704</u>

a. Excludes deferred tax assets and intangible assets.

	Years Ended December 31,		
	2018	2017	2016
Revenues: ^a			
U.S.	\$ 5,790	\$ 5,344	\$ 5,896
Switzerland	2,941	1,200	1,147
Indonesia	2,226	2,023	1,402
Japan	1,946	1,882	1,350
Spain	1,070	1,086	878
China	873	1,136	1,125
India	389	782	553
United Kingdom	296	226	204
Chile	294	248	250
Belgium	278	39	87
Korea	269	364	219
Germany	256	161	162
France	255	122	80
Philippines	221	378	261
Bermuda	207	226	273
Other	1,317	1,186	943
Total	\$ 18,628	\$ 16,403	\$ 14,830

a. Revenues are attributed to countries based on the location of the customer.

Major Customers and Affiliated Companies. Copper concentrate sales to PT Smelting totaled 12 percent of FCX's consolidated revenues for both the years ended December 31, 2018 and 2017, which is the only customer that accounted for 10 percent or more of FCX's consolidated revenues during the three years ended December 31, 2018 .

Consolidated revenues include sales to the noncontrolling interest owners of FCX's South America mining operations totaling \$1.2 billion in 2018 , \$1.1 billion in 2017 and \$1.0 billion in 2016 , and PT-FI's sales to PT Smelting totaling \$2.2 billion in 2018 , \$2.0 billion in 2017 and \$1.4 billion in 2016 .

Labor Matters . As of December 31, 2018 , approximately 37 percent of FCX's global labor force was covered by collective bargaining agreements, and approximately 21 percent was covered by agreements that expired and are currently being negotiated or will expire within one year.

Business Segments. FCX has organized its mining operations into four primary divisions – North America copper mines, South America mining, Indonesia mining and Molybdenum mines, and operating segments that meet certain thresholds are reportable segments. Separately disclosed in the following tables are FCX's reportable segments, which include the Morenci, Cerro Verde and Grasberg (Indonesia Mining) copper mines, the Rod & Refining operations and Atlantic Copper Smelting & Refining.

Intersegment sales between FCX's business segments are based on terms similar to arms-length transactions with third parties at the time of the sale. Intersegment sales may not be reflective of the actual prices ultimately realized because of a variety of factors, including additional processing, timing of sales to unaffiliated customers and transportation premiums.

FCX defers recognizing profits on sales from its mines to other divisions, including Atlantic Copper (FCX's wholly owned smelter and refinery in Spain) and on 25 percent of PT-FI's sales to PT Smelting (PT-FI's 25-percent-owned smelter and refinery in Indonesia), until final sales to third parties occur. Quarterly variations in ore grades, the timing of intercompany shipments and changes in product prices result in variability in FCX's net deferred profits and quarterly earnings.

FCX allocates certain operating costs, expenses and capital expenditures to its operating divisions and individual segments. However, not all costs and expenses applicable to an operation are allocated. U.S. federal and state income taxes are recorded and managed at the corporate level (included in Corporate, Other & Eliminations), whereas foreign income taxes are recorded and managed at the applicable country level. In addition, most mining exploration and research activities are managed on a consolidated basis, and those costs, along with some selling, general and administrative costs, are not allocated to the operating divisions or individual segments. Accordingly, the following Financial Information by Business Segment reflects management determinations that may not be indicative of what the actual financial performance of each operating division or segment would be if it was an independent entity.

North America Copper Mines. FCX operates seven open-pit copper mines in North America – Morenci, Bagdad, Safford, Sierrita and Miami in Arizona, and Chino and Tyrone in New Mexico. The North America copper mines include open-pit mining, sulfide ore concentrating, leaching and SX/EW operations. A majority of the copper produced at the North America copper mines is cast into copper rod by FCX's Rod & Refining segment. In addition to copper, certain of FCX's North America copper mines also produce molybdenum concentrate, gold and silver.

The Morenci open-pit mine, located in southeastern Arizona, produces copper cathode and copper concentrate. In addition to copper, the Morenci mine also produces molybdenum concentrate. The Morenci mine produced 49 percent of FCX's North America copper during 2018 .

South America Mining. South America mining includes two operating copper mines – Cerro Verde in Peru and El Abra in Chile. These operations include open-pit mining, sulfide ore concentrating, leaching and SX/EW operations.

The Cerro Verde open-pit copper mine, located near Arequipa, Peru, produces copper cathode and copper concentrate. In addition to copper, the Cerro Verde mine also produces molybdenum concentrate and silver. The Cerro Verde mine produced 84 percent of FCX's South America copper during 2018 .

Indonesia Mining. Indonesia mining includes PT-FI's Grasberg minerals district that produces copper concentrate that contains significant quantities of gold and silver.

Molybdenum Mines. Molybdenum mines include the wholly owned Henderson underground mine and Climax open-pit mine, both in Colorado. The Henderson and Climax mines produce high-purity, chemical-grade molybdenum concentrate, which is typically further processed into value-added molybdenum chemical products.

Rod & Refining. The Rod & Refining segment consists of copper conversion facilities located in North America, and includes a refinery, three rod mills and a specialty copper products facility, which are combined in accordance with segment reporting aggregation guidance. These operations process copper produced at FCX's North America copper mines and purchased copper into copper cathode, rod and custom copper shapes. At times these operations refine copper and produce copper rod and shapes for customers on a toll basis. Toll arrangements require the tolling customer to deliver appropriate copper-bearing material to FCX's facilities for processing into a product that is returned to the customer, who pays FCX for processing its material into the specified products.

Atlantic Copper Smelting & Refining. Atlantic Copper smelts and refines copper concentrate and markets refined copper and precious metals in slimes. During 2018 , Atlantic Copper purchased 14 percent of its concentrate requirements from the North America copper mines, 5 percent from the South America mining operations and 4 percent from the Indonesia mining operations, with the remainder purchased from unaffiliated third parties.

Corporate, Other & Eliminations. Corporate, Other & Eliminations consists of FCX's other mining and eliminations, oil and gas operations and other corporate and elimination items. Other mining and eliminations include the Miami smelter (a smelter at FCX's Miami, Arizona, mining operation), Freeport Cobalt, molybdenum conversion facilities in the U.S. and Europe, five non-operating copper mines in North America (Ajo, Bisbee, Tohono, Twin Buttes and Christmas in Arizona) and other mining support entities.

Financial Information by Business Segment

	North America Copper Mines			South America						Atlantic Copper Smelting & Refining	Corporate, & Elimi- nations	FCX Total
	Morenci	Other	Total	Cerro Verde		Indonesia Mining	Molybdenum Mines	Rod & Refining				
				Other	Total							
Year Ended December 31, 2018												
Revenues:												
Unaffiliated customers	\$ 90	\$ 54	\$ 144	\$ 2,709	\$ 594	\$ 3,303	\$ 5,446	\$ —	\$ 5,103	\$ 2,299	\$ 2,333 ^a	\$ 18,628
Intersegment	2,051	2,499	4,550	352	—	352	113	410	31	3	(5,459)	—
Production and delivery	1,183	1,945	3,128	1,887 ^{b,c}	478	2,365	1,864 ^d	289	5,117	2,218	(3,290)	11,691
Depreciation, depletion and amortization	176	184	360	456	90	546	606	79	11	27	125 ^e	1,754
Selling, general and administrative expenses	3	3	6	9	—	9	123	—	—	21	284	443
Mining exploration and research expenses	—	3	3	—	—	—	—	—	—	—	102	105
Environmental obligations and shutdown costs	—	2	2	—	—	—	—	—	—	—	87	89
Net gain on sales of assets	—	—	—	—	—	—	—	—	—	—	(208) ^f	(208)
Operating income (loss)	779	416	1,195	709	26	735	2,966	42	6	36	(226)	4,754
Interest expense, net	3	1	4	429 ^c	—	429	1	—	—	25	486	945
Provision for (benefit from) income taxes	—	—	—	253 ^c	15	268	755 ^g	—	—	1	(33) ^h	991
Total assets at December 31, 2018	2,922	4,608	7,530	8,524	1,707	10,231	15,646	1,796	233	773	6,007	42,216
Capital expenditures	216	385	601	220	17	237	1,001	9	5	16	102	1,971
Year Ended December 31, 2017												
Revenues:												
Unaffiliated customers	\$ 228	\$ 180	\$ 408	\$ 2,811	\$ 498	\$ 3,309	\$ 4,445	\$ —	\$ 4,456	\$ 2,031	\$ 1,754 ^a	\$ 16,403
Intersegment	1,865	2,292	4,157	385	—	385	—	268	26	1	(4,837)	—
Production and delivery	1,043	1,702	2,745	1,878 ^c	366	2,244	1,735 ⁱ	227	4,467	1,966	(3,118)	10,266 ^j
Depreciation, depletion and amortization	178	247	425	441	84	525	556	76	10	28	94	1,714
Selling, general and administrative expenses	2	2	4	9	—	9	126 ⁱ	—	—	18	320	477
Mining exploration and research expenses	—	2	2	—	—	—	—	—	—	—	91	93
Environmental obligations and shutdown costs	—	—	—	—	—	—	—	—	—	—	244	244
Net gain on sales of assets	—	—	—	—	—	—	—	—	—	—	(81) ^f	(81)
Operating income (loss)	870	519	1,389	868	48	916	2,028	(35)	5	20	(633)	3,690
Interest expense, net	3	1	4	212 ^c	—	212	4	—	—	18	563	801
Provision for (benefit from) income taxes	—	—	—	436 ^c	10	446	869	—	—	5	(437) ^h	883
Total assets at December 31, 2017	2,861	4,241	7,102	8,878	1,702	10,580	10,911	1,858	277	822	5,752	37,302
Capital expenditures	114	53	167	103	12	115	875	5	4	41	203	1,410
a.	Includes revenues from FCX's molybdenum sales company, which includes sales of molybdenum produced by the Molybdenum mines and by certain of the North America and South America copper mines.											
b.	Includes charges totaling \$69 million associated with Cerro Verde's new three-year collective labor agreement.											
c.	Includes net charges totaling \$14 million in production and delivery costs in 2018 and \$203 million in 2017, \$370 million in interest expense in 2018 and \$145 million in 2017, and \$35 million of net tax benefits in provision for income taxes in 2018 and \$7 million of net tax charges in 2017 associated with disputed royalties for prior years.											
d.	Includes net charges of \$223 million primarily associated with surface water tax disputes with the local regional tax authority in Papua, assessments of prior period permit fees with the MOEF, disputed payroll withholding taxes for prior years and other tax settlements, and to write-off certain previously capitalized project costs for the new smelter in Indonesia, partially offset by inventory adjustments.											
e.	Includes \$31 million of depreciation expense at Freeport Cobalt from December 2016 through December 2017 that was suspended while it was classified as held for sale.											
f.	Includes net gains in 2018 totaling \$97 million associated with a favorable adjustment to the estimated fair value less costs to sell for Freeport Cobalt and fair value adjustments of \$31 million associated with potential contingent consideration related to the 2016 sale of onshore California oil and gas properties; and net gains in 2017, primarily associated with sales of oil and gas properties of \$49 million and a favorable adjustment of \$13 million associated with the estimated fair value less costs to sell for the Kisanfu exploration project. Refer to Note 2 for further discussion.											
g.	Includes tax credits totaling \$571 million related to the change in PT-FI's tax rates in accordance with its IUPK (\$504 million), U.S. tax reform (\$47 million) and adjustment to PT-FI's historical tax positions (\$20 million).											
h.	Includes net tax credits totaling \$76 million in 2018 and \$438 million in 2017 primarily related to U.S. tax reform. Refer to Note 11 for further discussion.											
i.	Includes net charges at PT-FI associated with workforce reductions totaling \$120 million in production and delivery costs and \$5 million in selling, general and administrative expenses.											
j.	Includes a \$42 million decrease related to the adoption of the new guidance for the presentation of net periodic benefit cost for pension and other postretirement benefit plans (refer to Note 1 for further discussion).											

	North America Copper Mines			South America			Indonesia Mining	Molybdenum Mines	Rod & Refining	Atlantic Copper Smelting & Refining	Corporate, Other & Elim- inations	FCX Total
	Morenci	Other	Total	Cerro		Total						
				Verde	Other							
Year Ended December 31, 2016												
Revenues:												
Unaffiliated customers	\$ 444	\$ 240	\$ 684	\$ 2,241	\$ 510	\$ 2,751	\$ 3,233	\$ —	\$ 3,833	\$ 1,825	\$ 2,504 ^{a,b}	\$ 14,830
Intersegment	1,511	2,179	3,690	187	—	187	62	186	29	5	(4,159)	—
Production and delivery	1,162	1,752	2,914	1,351	407	1,758	1,775	212	3,833	1,712	(1,517) ^c	10,687 ^d
Depreciation, depletion and amortization	217	313	530	443	110	553	384	68	10	29	956	2,530
Impairment of oil and gas properties	—	—	—	—	—	—	—	—	—	—	4,317	4,317
Selling, general and administrative expenses	2	3	5	8	1	9	88	—	—	17	478 ^c	597
Mining exploration and research expenses	—	3	3	—	—	—	—	—	—	—	60	63
Environmental obligations and shutdown costs	—	—	—	—	—	—	—	—	—	—	14	14
Net gain on sales of assets	(576)	—	(576)	—	—	—	—	—	—	—	(73)	(649)
Operating income (loss)	1,150	348	1,498	626	(8)	618	1,048	(94)	19	72	(5,890)	(2,729)
Interest expense, net	3	1	4	82	—	82	—	—	—	15	654	755
Provision for (benefit from) income taxes	—	—	—	222	(6)	216	442	—	—	9	(296)	371
Total assets at December 31, 2016	2,863	4,448	7,311	9,076	1,533	10,609	10,493	1,934	220	658	6,092	37,317
Capital expenditures	77	25	102	380	2	382	1,025	2	1	17	1,284 ^e	2,813
a.	Includes revenues from FCX's molybdenum sales company, which included sales of molybdenum produced by the Molybdenum mines and by certain of the North America and South America copper mines.											
b.	Includes net mark-to-market losses totaling \$35 million associated with oil derivative contracts, which were entered into as part of the terms to sell the onshore California oil and gas properties in 2016.											
c.	Includes net charges for oil and gas operations totaling \$1.0 billion in production and delivery costs, primarily for drillship settlements/idle rig and contract termination costs, inventory adjustments, asset impairments and other net charges, and \$85 million in selling, general and administrative expenses for net restructuring charges.											
d.	Includes a \$46 million decrease related to the adoption of the new guidance for the presentation of net periodic benefit cost for pension and other postretirement benefit plans (refer to Note 1 for further discussion).											
e.	Includes \$1.2 billion associated with oil and gas operations and \$73 million associated with discontinued operations. Refer to Note 2 for a summary of the results of discontinued operations.											

NOTE 17. GUARANTOR FINANCIAL STATEMENTS

All of the senior notes issued by FCX and discussed in Note 8 are fully and unconditionally guaranteed on a senior basis jointly and severally by FM O&G LLC, as guarantor, which is a 100-percent-owned subsidiary of FM O&G and FCX. The guarantee is an unsecured obligation of the guarantor and ranks equal in right of payment with all existing and future indebtedness of FM O&G LLC, including indebtedness under FCX's revolving credit facility. The guarantee ranks senior in right of payment with all of FM O&G LLC's future subordinated obligations and is effectively subordinated in right of payment to any debt of FM O&G LLC's subsidiaries. The indentures provide that FM O&G LLC's guarantee may be released or terminated for certain obligations under the following circumstances: (i) all or substantially all of the equity interests or assets of FM O&G LLC are sold to a third party; or (ii) FM O&G LLC no longer has any obligations under any FM O&G senior notes or any refinancing thereof and no longer guarantees any obligations of FCX under the revolving credit facility or any other senior debt or, in each case, any refinancing thereof.

The following condensed consolidating financial information includes information regarding FCX, as issuer, FM O&G LLC, as guarantor, and all other non-guarantor subsidiaries of FCX. Included are the condensed consolidating balance sheets at December 31, 2018 and 2017, and the related condensed consolidating statements of comprehensive income (loss) and the condensed consolidating statements of cash flows for the three years ended December 31, 2018, which should be read in conjunction with FCX's notes to the consolidated financial statements.

CONDENSED CONSOLIDATING BALANCE SHEET
December 31, 2018

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
ASSETS					
Current assets	\$ 309	\$ 620	\$ 10,376	\$ (585)	\$ 10,720
Property, plant, equipment and mine development costs, net	19	7	27,984	—	28,010
Investments in consolidated subsidiaries	19,064	—	—	(19,064)	—
Other assets	880	23	3,218	(635)	3,486
Total assets	\$ 20,272	\$ 650	\$ 41,578	\$ (20,284)	\$ 42,216
LIABILITIES AND EQUITY					
Current liabilities	\$ 245	\$ 34	\$ 3,667	\$ (617)	\$ 3,329
Long-term debt, less current portion	9,594	6,984	5,649	(11,103)	11,124
Deferred income taxes	524 ^a	—	3,508	—	4,032
Environmental and asset retirement obligations, less current portion	—	227	3,382	—	3,609
Investments in consolidated subsidiary	—	578	10,513	(11,091)	—
Other liabilities	111	3,340	2,265	(3,486)	2,230
Total liabilities	10,474	11,163	28,984	(26,297)	24,324
Equity:					
Stockholders' equity	9,798	(10,513)	9,912	601	9,798
Noncontrolling interests	—	—	2,682	5,412	8,094
Total equity	9,798	(10,513)	12,594	6,013	17,892
Total liabilities and equity	\$ 20,272	\$ 650	\$ 41,578	\$ (20,284)	\$ 42,216

a. All U.S.-related deferred income taxes are recorded at the parent company.

CONDENSED CONSOLIDATING BALANCE SHEET
December 31, 2017

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
ASSETS					
Current assets	\$ 75	\$ 671	\$ 10,670	\$ (790)	\$ 10,626
Property, plant, equipment and mine development costs, net	14	11	22,979	(10)	22,994
Investments in consolidated subsidiaries	19,570	—	—	(19,570)	—
Other assets	943	48	3,182	(491)	3,682
Total assets	\$ 20,602	\$ 730	\$ 36,831	\$ (20,861)	\$ 37,302
LIABILITIES AND EQUITY					
Current liabilities	\$ 1,683	\$ 220	\$ 3,949	\$ (938)	\$ 4,914
Long-term debt, less current portion	10,021	6,512	5,552	(10,270)	11,815
Deferred income taxes	748 ^a	—	2,915	—	3,663
Environmental and asset retirement obligations, less current portion	—	201	3,401	—	3,602
Investments in consolidated subsidiary	—	853	10,397	(11,250)	—
Other liabilities	173	3,340	1,987	(3,488)	2,012
Total liabilities	12,625	11,126	28,201	(25,946)	26,006
Equity:					
Stockholders' equity	7,977	(10,396)	5,916	4,480	7,977
Noncontrolling interests	—	—	2,714	605	3,319
Total equity	7,977	(10,396)	8,630	5,085	11,296
Total liabilities and equity	\$ 20,602	\$ 730	\$ 36,831	\$ (20,861)	\$ 37,302

a. All U.S.-related deferred income taxes are recorded at the parent company .

CONDENSED CONSOLIDATING STATEMENTS OF COMPREHENSIVE INCOME (LOSS)

Year Ended December 31, 2018

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Revenues	\$ —	\$ 59	\$ 18,569	\$ —	\$ 18,628
Total costs and expenses	28	58	13,798	(10)	13,874
Operating (loss) income	(28)	1	4,771	10	4,754
Interest expense, net	(388)	(301)	(734)	478	(945)
Net gain (loss) on early extinguishment of debt	7	2	(2)	—	7
Other income (expense), net	477	—	77	(478)	76
Income (loss) before income taxes and equity in affiliated companies' net earnings (losses)	68	(298)	4,112	10	3,892
(Provision for) benefit from income taxes	(176)	61	(874)	(2)	(991)
Equity in affiliated companies' net earnings (losses)	2,710	10	(219)	(2,493)	8
Net income (loss) from continuing operations	2,602	(227)	3,019	(2,485)	2,909
Net loss from discontinued operations	—	—	(15)	—	(15)
Net income (loss)	2,602	(227)	3,004	(2,485)	2,894
Net income attributable to noncontrolling interests	—	—	(68)	(224)	(292)
Net income (loss) attributable to common stockholders	\$ 2,602	\$ (227)	\$ 2,936	\$ (2,709)	\$ 2,602
Other comprehensive (loss) income	(33)	—	(33)	33	(33)
Total comprehensive income (loss)	\$ 2,569	\$ (227)	\$ 2,903	\$ (2,676)	\$ 2,569

Year Ended December 31, 2017

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Revenues	\$ —	\$ 52	\$ 16,351	\$ —	\$ 16,403
Total costs and expenses	39	78	12,586	10	12,713
Operating (loss) income	(39)	(26)	3,765	(10)	3,690
Interest expense, net	(467)	(227)	(455)	348	(801)
Net gain (loss) on early extinguishment of debt	22	5	(6)	—	21
Other income (expense), net	336	—	4	(348)	(8)
(Loss) income before income taxes and equity in affiliated companies' net earnings (losses)	(148)	(248)	3,308	(10)	2,902
Benefit from (Provision for) income taxes	220	(108)	(998)	3	(883)
Equity in affiliated companies' net earnings (losses)	1,745	10	(337)	(1,408)	10
Net income (loss) from continuing operations	1,817	(346)	1,973	(1,415)	2,029
Net income from discontinued operations	—	—	66	—	66
Net income (loss)	1,817	(346)	2,039	(1,415)	2,095
Net income attributable to noncontrolling interests:					
Continuing operations	—	—	(150)	(124)	(274)
Discontinued operations	—	—	(4)	—	(4)
Net income (loss) attributable to common stockholders	\$ 1,817	\$ (346)	\$ 1,885	\$ (1,539)	\$ 1,817
Other comprehensive income (loss)	61	—	61	(61)	61
Total comprehensive income (loss)	\$ 1,878	\$ (346)	\$ 1,946	\$ (1,600)	\$ 1,878

CONDENSED CONSOLIDATING STATEMENT OF COMPREHENSIVE INCOME (LOSS)

Year Ended December 31, 2016

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Revenues	\$ —	\$ 379	\$ 14,451	\$ —	\$ 14,830
Total costs and expenses	72	3,074 ^a	14,403 ^a	10	17,559
Operating (loss) income	(72)	(2,695)	48	(10)	(2,729)
Interest expense, net	(534)	(56)	(498)	333	(755)
Net gain on early extinguishment of debt	26	—	—	—	26
Other income (expense), net	268	—	10	(292)	(14)
(Loss) income before income taxes and equity in affiliated companies' net (losses) earnings	(312)	(2,751)	(440)	31	(3,472)
(Provision for) benefit from income taxes	(2,233)	1,053	821	(12)	(371)
Equity in affiliated companies' net (losses) earnings	(1,609)	(3,101)	(4,790)	9,511	11
Net (loss) income from continuing operations	(4,154)	(4,799)	(4,409)	9,530	(3,832)
Net income from discontinued operations	—	—	(154)	(39)	(193)
Net (loss) income	(4,154)	(4,799)	(4,563)	9,491	(4,025)
Net income and gain on redemption and preferred dividends attributable to noncontrolling interests:					
Continuing operations	—	—	—	(66)	(66)
Discontinued operations	—	—	(63)	—	(63)
Net (loss) income attributable to common stockholders	\$ (4,154)	\$ (4,799)	\$ (4,626)	\$ 9,425	\$ (4,154)
Other comprehensive (loss) income	(45)	—	(45)	45	(45)
Total comprehensive (loss) income	\$ (4,199)	\$ (4,799)	\$ (4,671)	\$ 9,470	\$ (4,199)

a. Includes impairment charges totaling \$1.5 billion at the FM O&G LLC Guarantor and \$2.8 billion at the non-guarantor subsidiaries related to ceiling test impairment charges for FCX's oil and gas properties pursuant to full cost accounting rules and a goodwill impairment charge.

CONDENSED CONSOLIDATING STATEMENT OF CASH FLOWS

Year Ended December 31, 2018

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Net cash (used in) provided by operating activities	\$ (40)	\$ (487)	\$ 4,390	\$ —	\$ 3,863
Cash flow from investing activities:					
Capital expenditures	(2)	—	(1,969)	—	(1,971)
Acquisition of PT Rio Tinto Indonesia	—	—	(3,500)	—	(3,500)
Intercompany loans	(832)	—	—	832	—
Dividends from (investments in) consolidated subsidiaries	2,475	—	84	(2,559)	—
Asset sales and other, net	460	6	(13)	—	453
Net cash provided by (used in) investing activities	2,101	6	(5,398)	(1,727)	(5,018)
Cash flow from financing activities:					
Proceeds from debt	—	—	632	—	632
Repayments of debt	(1,826)	(53)	(838)	—	(2,717)
Intercompany loans	—	526	306	(832)	—
Proceeds from sale of PT Freeport Indonesia shares	—	—	3,710	(210)	3,500
Cash dividends paid and distributions received, net	(217)	—	(3,032)	2,753	(496)
Other, net	(18)	—	(17)	16	(19)
Net cash (used in) provided by financing activities	(2,061)	473	761	1,727	900
Net decrease in cash, cash equivalents, restricted cash and restricted cash equivalents	—	(8)	(247)	—	(255)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	—	8	4,702	—	4,710
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	\$ —	\$ —	\$ 4,455	\$ —	\$ 4,455

CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS

Year Ended December 31, 2017

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Net cash (used in) provided by operating activities	\$ (156)	\$ (467)	\$ 5,289	\$ —	\$ 4,666
Cash flow from investing activities:					
Capital expenditures	—	(25)	(1,385)	—	(1,410)
Intercompany loans	(777)	—	—	777	—
Dividends from (investments in) consolidated subsidiaries	3,226	(15)	120	(3,331)	—
Asset sales and other, net	—	57	32	—	89
Net cash provided by (used in) investing activities	2,449	17	(1,233)	(2,554)	(1,321)
Cash flow from financing activities:					
Proceeds from debt	—	—	955	—	955
Repayments of debt	(2,281)	(205)	(1,326)	—	(3,812)
Intercompany loans	—	663	114	(777)	—
Cash dividends and distributions paid, including redemption	(2)	—	(3,440)	3,266	(176)
Other, net	(10)	(10)	(67)	65	(22)
Net cash (used in) provided by financing activities	(2,293)	448	(3,764)	2,554	(3,055)
Net (decrease) increase in cash, cash equivalents, restricted cash and restricted cash equivalents	—	(2)	292	—	290
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	—	10	4,410	—	4,420
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	\$ —	\$ 8	\$ 4,702	\$ —	\$ 4,710

Year Ended December 31, 2016

	FCX Issuer	FM O&G LLC Guarantor	Non-guarantor Subsidiaries	Eliminations	Consolidated FCX
Net cash (used in) provided by operating activities	\$ (137)	\$ (263)	\$ 4,135	\$ 2	\$ 3,737
Cash flow from investing activities:					
Capital expenditures	—	(567)	(2,248)	2	(2,813)
Intercompany loans	481	(346)	—	(135)	—
Dividends from (investments in) consolidated subsidiaries	1,469	(45)	176	(1,600)	—
Asset sales and other, net	2	1,673	4,695	(4)	6,366
Net cash provided by (used in) investing activities	1,952	715	2,623	(1,737)	3,553
Cash flow from financing activities:					
Proceeds from debt	1,721	—	1,960	—	3,681
Repayments of debt	(5,011)	—	(2,614)	—	(7,625)
Intercompany loans	—	(332)	197	135	—
Net proceeds from sale of common stock	1,515	—	3,388	(3,388)	1,515
Cash dividends and distributions paid	(6)	(107)	(5,555)	4,969	(699)
Other, net	(34)	(3)	(20)	19	(38)
Net cash (used in) provided by financing activities	(1,815)	(442)	(2,644)	1,735	(3,166)
Net increase in cash, cash equivalents, restricted cash and restricted cash equivalents	—	10	4,114	—	4,124
Increase in cash and cash equivalents in assets held for sale	—	—	(45)	—	(45)
Cash, cash equivalents, restricted cash and restricted cash equivalents at beginning of year	—	—	341	—	341
Cash, cash equivalents, restricted cash and restricted cash equivalents at end of year	\$ —	\$ 10	\$ 4,410	\$ —	\$ 4,420

NOTE 18. SUBSEQUENT EVENTS

FCX evaluated events after December 31, 2018, and through the date the financial statements were issued, and determined any events or transactions occurring during this period that would require recognition or disclosure are appropriately addressed in these financial statements.

NOTE 19. QUARTERLY FINANCIAL INFORMATION (UNAUDITED)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year
2018					
Revenues	\$ 4,868	\$ 5,168	\$ 4,908	\$ 3,684	\$ 18,628
Operating income	1,459	1,664	1,315	316	4,754
Net income from continuing operations	828	1,039	668	374	2,909
Net (loss) income from discontinued operations	(11)	(4)	(4)	4	(15)
Net income	817	1,035	664	378	2,894
Net (income) loss attributable to noncontrolling interests from continuing operations	(125)	(166)	(108)	107	(292)
Net income attributable to common stockholders	692	869	556	485	2,602
Basic net income (loss) per share attributable to common stockholders:					
Continuing operations	\$ 0.48	\$ 0.60	\$ 0.38	\$ 0.33	\$ 1.80
Discontinued operations	(0.01)	—	—	—	(0.01)
	<u>\$ 0.47</u>	<u>\$ 0.60</u>	<u>\$ 0.38</u>	<u>\$ 0.33</u>	<u>\$ 1.79</u>
Basic weighted-average shares outstanding	1,449	1,449	1,450	1,450	1,449
Diluted net income (loss) per share attributable to common stockholders:					
Continuing operations	\$ 0.48	\$ 0.59	\$ 0.38	\$ 0.33	\$ 1.79
Discontinued operations	(0.01)	—	—	—	(0.01)
	<u>\$ 0.47</u>	<u>\$ 0.59</u>	<u>\$ 0.38</u>	<u>\$ 0.33</u>	<u>\$ 1.78</u>
Diluted weighted-average shares outstanding	1,458	1,458	1,458	1,457	1,458

Following summarizes significant charges (credits) included in FCX's net income attributable to common stockholders for the 2018 quarters:

- Net charges at Cerro Verde related to Peruvian government claims for disputed royalties (refer to Note 12 for further discussion) totaled \$195 million to net income attributable to common stockholders or \$0.13 per share for the year (consisting of \$14 million to production and delivery costs, \$370 million to interest expense, \$22 million to other expense, net of income tax benefits of \$35 million and noncontrolling interests of \$176 million), most of which was recorded in the fourth quarter.
- Net charges at PT-FI totaled \$223 million (\$110 million to net income attributable to common stockholders or \$0.08 per share) consisting of charges to production and delivery of \$69 million for surface water tax disputes with the local regional tax authority in Papua, Indonesia, \$32 million for assessments of prior period permit fees with the MOEF, \$72 million for disputed payroll withholding taxes for prior years and other tax settlements and \$62 million to write-off certain previously capitalized project costs for the new smelter in Indonesia in fourth quarter, partly offset by inventory adjustments of \$12 million recorded in second quarter. The fourth quarter also included \$43 million of inventory adjustments at PT-FI related to prior 2018 quarterly periods.
- Net charges at Cerro Verde related to Cerro Verde's new three-year collective bargaining agreement totaled \$69 million (\$22 million to net income attributable to common stockholders or \$0.02 per share) for the year, which was recorded in the third quarter.
- Net adjustments to environmental obligations and related litigation reserves totaled \$57 million to operating income and net income attributable to common stockholders (\$0.04 per share) for the year, most of which was recorded in the second quarter.

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- Net gains on sales of assets for the year totaled \$208 million to operating income and net income attributable to common stockholders (\$0.14 per share), mostly associated with adjustments to assets no longer classified as held for sale, adjustments to the fair value of contingent consideration related to the 2016 sale of onshore California oil and gas properties (which will continue to be adjusted through December 31, 2020) and the sale of Port Carteret (assets held for sale), and included \$11 million in the first quarter, \$45 million in the second quarter, \$70 million in the third quarter and \$82 million in the fourth quarter. Refer to Note 2 for further discussion of asset dispositions.
- Other net charges for the year totaled \$50 million (\$30 million to net income attributable to common stockholders or \$0.02 per share), including prior period depreciation expense at Freeport Cobalt that was suspended while it was classified as held for sale (\$48 million in fourth-quarter and \$31 million for the year).
- Net tax credits for the year totaled \$632 million (\$574 million net of noncontrolling interest or \$0.39 per share), primarily associated with a reduction in PT-FI's statutory rates in accordance with the IUPK (\$504 million) and benefits associated with U.S. tax reform (\$123 million), most of which was recorded in the fourth quarter. Refer to Note 11 for further discussion.
- In November 2016, FCX completed the sale of its interest in TFHL (refer to Note 2 for further discussion), and, in accordance with accounting guidance, reported the results of operations of TFHL as discontinued operations for all periods presented. Net (loss) income from discontinued operations for the 2018 periods primarily reflects adjustments to the fair value of the potential contingent consideration related to the sale, which will continue to be adjusted through December 31, 2019.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Year
2017					
Revenues	\$ 3,341	\$ 3,711	\$ 4,310	\$ 5,041	\$ 16,403
Operating income	597	686	928	1,479	3,690
Net income from continuing operations	268	326	242	1,193	2,029
Net income from discontinued operations	38	9	3	16	66
Net income	306	335	245	1,209	2,095
Net (income) loss attributable to noncontrolling interests:					
Continuing operations	(75)	(66)	35	(168)	(274)
Discontinued operations	(3)	(1)	—	—	(4)
Net income attributable to common stockholders	228	268	280	1,041	1,817
Basic net income per share attributable to common stockholders:					
Continuing operations	\$ 0.13	\$ 0.18	\$ 0.19	\$ 0.71	\$ 1.21
Discontinued operations	0.03	—	—	0.01	0.04
	<u>\$ 0.16</u>	<u>\$ 0.18</u>	<u>\$ 0.19</u>	<u>\$ 0.72</u>	<u>\$ 1.25</u>
Basic weighted-average shares outstanding	1,446	1,447	1,448	1,448	1,447
Diluted net income per share attributable to common stockholders:					
Continuing operations	\$ 0.13	\$ 0.18	\$ 0.19	\$ 0.70	\$ 1.21
Discontinued operations	0.03	—	—	0.01	0.04
	<u>\$ 0.16</u>	<u>\$ 0.18</u>	<u>\$ 0.19</u>	<u>\$ 0.71</u>	<u>\$ 1.25</u>
Diluted weighted-average shares outstanding	1,454	1,453	1,454	1,455	1,454

Following summarizes significant charges (credits) included in FCX's net income attributable to common stockholders for the 2017 quarters:

- Net charges at Cerro Verde related to Peruvian government claims for disputed royalties (refer to Note 12 for further discussion) totaled \$186 million to net income attributable to common stockholders or \$0.13 per share for the year (consisting of \$203 million to operating income, \$145 million to interest expense and \$7 million to provision for income taxes, net of \$169 million to noncontrolling interests), most of which was recorded in the third quarter.

- Net charges associated with PT-FI workforce reductions for the year totaled \$125 million to operating income (\$66 million to net income attributable to common stockholders or \$0.04 per share) and included \$21 million in the first quarter, \$87 million in the second quarter, \$9 million in the third quarter and \$8 million in the fourth quarter.
- Net adjustments to environmental obligations and related litigation reserves totaled \$210 million to operating income and net income attributable to common stockholders (\$0.14 per share) for the year, and included net charges (credits) of \$19 million in the first quarter, \$(30) million in the second quarter, \$64 million in the third quarter and \$157 million in the fourth quarter.
- Net gains on sales of assets totaled \$81 million to operating income and net income attributable to common stockholders (\$0.06 per share) for the year, mostly associated with sales of oil and gas properties, and included \$23 million in the first quarter, \$10 million in the second quarter, \$33 million in the third quarter and \$15 million in the fourth quarter. Refer to Note 2 for further discussion of asset dispositions.
- Net tax credits totaled \$438 million to net income attributable to common stockholders (\$0.30 per share) for the year, primarily associated with provisional tax credits associated with U.S. tax reform (\$393 million), which were recorded in the fourth quarter. Refer to Note 11 for further discussion.
- Net income from discontinued operations for the 2017 periods primarily reflected adjustments to the fair value of the potential contingent consideration related to the 2016 TFHL sale.

NOTE 20. SUPPLEMENTARY MINERAL RESERVE INFORMATION (UNAUDITED)

Recoverable proven and probable reserves have been calculated as of December 31, 2018 , in accordance with Industry Guide 7 as required by the Securities Exchange Act of 1934. FCX's proven and probable reserves may not be comparable to similar information regarding mineral reserves disclosed in accordance with the guidance in other countries. Proven and probable reserves were determined by the use of mapping, drilling, sampling, assaying and evaluation methods generally applied in the mining industry, as more fully discussed below. The term "reserve," as used in the reserve data presented here, means that part of a mineral deposit that can be economically and legally extracted or produced at the time of the reserve determination. The term "proven reserves" means reserves for which (i) quantity is computed from dimensions revealed in outcrops, trenches, workings or drill holes; (ii) grade and/or quality are computed from the results of detailed sampling; and (iii) the sites for inspection, sampling and measurements are spaced so closely and the geologic character is sufficiently defined that size, shape, depth and mineral content of reserves are well established. The term "probable reserves" means reserves for which quantity and grade are computed from information similar to that used for proven reserves but the sites for sampling are farther apart or are otherwise less adequately spaced. The degree of assurance, although lower than that for proven reserves, is high enough to assume continuity between points of observation.

FCX's reserve estimates are based on the latest available geological and geotechnical studies. FCX conducts ongoing studies of its ore bodies to optimize economic values and to manage risk. FCX revises its mine plans and estimates of proven and probable mineral reserves as required in accordance with the latest available studies.

Estimated recoverable proven and probable reserves at December 31, 2018 , were determined using \$2.50 per pound for copper in North America and South America and \$2.00 per pound for copper in Indonesia, \$1,000 per ounce for gold and \$10 per pound for molybdenum. Reserves for Indonesia would not significantly change if assessed under a long-term price of \$2.50 per pound of copper as PT-FI's reserve plan is mill-constrained by the term of its IUPK, which contains rights to extend mining rights through 2041.

For the three-year period ended December 31, 2018 , LME copper settlement prices averaged \$2.65 per pound, LBMA gold prices averaged \$1,259 per ounce and the weekly average price for molybdenum quoted by *Metals Week* averaged \$8.85 per pound.

The recoverable proven and probable reserves presented in the table below represent the estimated metal quantities from which FCX expects to be paid after application of estimated metallurgical recovery rates and smelter recovery rates, where applicable. Recoverable reserves are that part of a mineral deposit that FCX estimates can be economically and legally extracted or produced at the time of the reserve determination.

Estimated Recoverable Proven and Probable Mineral Reserves

	at December 31, 2018		
	Copper ^a (billion pounds)	Gold (million ounces)	Molybdenum (billion pounds)
North America	49.9	0.6	3.06
South America	33.5	—	0.72
Indonesia	36.2 ^b	30.2 ^b	—
Consolidated ^c	119.6	30.8	3.78
Net equity interest ^d	86.8	17.0	3.44

- a. Estimated consolidated recoverable copper reserves included 2.0 billion pounds in leach stockpiles and 0.6 billion pounds in mill stockpiles.
- b. Includes 13.0 billion pounds of copper and 10.1 million ounces of gold associated with PT-FI's acquisition of the Rio Tinto Joint Venture interest. Estimated recoverable proven and probable reserves from Indonesia reflect estimates of minerals that can be recovered through 2041. Refer to Note 13 for discussion of PT-FI's IUPK.
- c. Consolidated reserves represent estimated metal quantities after reduction for joint venture partner interests at the Morenci mine in North America (refer to Note 3 for further discussion). Excluded from the table above were FCX's estimated recoverable proven and probable reserves of 393.1 million ounces of silver, which were determined using \$15 per ounce and include 55.7 million ounces associated with PT-FI's acquisition of the Rio Tinto Joint Venture interest.
- d. Net equity interest reserves represent estimated consolidated metal quantities further reduced for noncontrolling interest ownership (refer to Note 3 for further discussion of FCX's ownership in subsidiaries). FCX's net equity interest for estimated metal quantities in Indonesia reflects approximately 81 percent from 2019 through 2022 and 48.76 percent from 2023 through 2041. Excluded from the table above were FCX's estimated recoverable proven and probable reserves of 269.3 million ounces of silver.

**Estimated Recoverable Proven and Probable Mineral Reserves
at December 31, 2018**

	Ore ^a (million metric tons)	Average Ore Grade Per Metric Ton ^a			Recoverable Proven and Probable Reserves ^b		
		Copper (%)	Gold (grams)	Molybdenum (%)	Copper (billion pounds)	Gold (million ounces)	Molybdenum (billion pounds)
North America							
Developed and producing:							
Morenci	4,619	0.24	—	— ^c	15.6	—	0.18
Sierrita	3,369	0.23	—	0.02 ^c	14.0	0.2	1.42
Bagdad	2,426	0.32	—	0.02 ^c	14.7	0.1	0.74
Safford, including Lone Star ^d	839	0.44	—	—	6.2	—	—
Chino, including Cobre	395	0.46	0.03	0.01	3.4	0.3	0.01
Climax	168	—	—	0.15	—	—	0.52
Henderson	71	—	—	0.17	—	—	0.24
Tyrone	55	0.25	—	—	0.3	—	—
Miami	—	—	—	—	0.1	—	—
South America							
Developed and producing:							
Cerro Verde	4,324	0.35	—	0.01	29.6	—	0.72
El Abra	705	0.42	—	—	3.9	—	—
Indonesia ^e							
Developed and producing:							
Deep Mill Level Zone	432	0.92	0.76	—	7.6	8.4	—
Deep Ore Zone	51	0.50	0.57	—	0.5	0.8	—
Big Gossan	57	2.30	1.02	—	2.6	1.3	—
Grasberg open pit	5	1.26	1.98	—	0.2	0.4	—
Under development:							
Grasberg Block Cave	963	0.96	0.72	—	17.2	14.1	—
Undeveloped:							
Kucing Liar	349	1.24	1.03	—	8.1	5.2	—
Total 100% basis	18,828				124.0	30.8	3.83
Consolidated ^f					119.6	30.8	3.78
FCX's equity share ^g					86.8	17.0	3.44

a. Excludes material contained in stockpiles.

b. Includes estimated recoverable metals contained in stockpiles.

c. Amounts not shown because of rounding.

d. The Lone Star oxide project is under development.

e. Estimated recoverable proven and probable reserves from Indonesia reflect estimates of minerals that can be recovered through 2041. Refer to Note 13 for discussion of PT-FI's IUPK.

f. Consolidated reserves represent estimated metal quantities after reduction for joint venture partner interests at the Morenci mine in North America. Refer to Note 3 for further discussion.

g. Net equity interest reserves represent estimated consolidated metal quantities further reduced for noncontrolling interest ownership. FCX's net equity interest for estimated metal quantities in Indonesia reflects an approximate 81 percent from 2019 through 2022 and 48.76 percent from 2023 through 2041. Refer to Note 3 for further discussion of FCX's ownership in subsidiaries.

NOTE 21. SUPPLEMENTARY OIL AND GAS INFORMATION (UNAUDITED)

Following the sales of substantially all of FCX's oil and gas properties, including the sale of its Deepwater GOM, onshore California and Haynesville oil and gas properties in 2016, along with the sales of its property interests in the Madden area in central Wyoming and certain property interests in the GOM Shelf in 2017 and 2018, FCX's oil and gas producing activities are not considered significant beginning in 2017. Refer to Note 2 for further discussion.

Costs Incurred. A summary of the costs incurred for FCX's oil and gas acquisition, exploration and development activities for the year ended December 31, 2016, follows:

Property acquisition costs for unproved properties	\$	7
Exploration costs		22
Development costs		749
	<u>\$</u>	<u>778</u>

These amounts included increases in AROs of \$37 million, capitalized general and administrative expenses of \$78 million, and capitalized interest of \$7 million.

Capitalized Costs. The aggregate capitalized costs subject to amortization for oil and gas properties and the aggregate related accumulated amortization as of December 31, 2016, follow:

Properties subject to amortization	\$	27,507
Accumulated amortization ^a		(27,433)
	<u>\$</u>	<u>74</u>

a. Includes charges of \$4.3 billion in 2016 to reduce the carrying value of oil and gas properties pursuant to full cost accounting rules.

The average amortization rate per barrel of oil equivalents (BOE) was \$17.58 in 2016.

Costs Not Subject to Amortization. Including amounts determined to be impaired, FCX transferred \$4.9 billion of costs associated with unevaluated properties to the full cost pool in 2016. Sales of unevaluated properties totaled \$1.6 billion in 2016. Following FCX's disposition of its Deepwater GOM and onshore California oil and gas properties in fourth-quarter 2016, the carrying value of all of FCX's remaining oil and gas properties was included in the amortization base at December 31, 2018, and 2017.

Results of Operations for Oil and Gas Producing Activities. The results of operations from oil and gas producing activities for the year ended December 31, 2016, presented below, excludes non-oil and gas revenues, general and administrative expenses, interest expense and interest income. Income tax benefit was determined by applying the statutory rates to pre-tax operating results:

Revenues from oil and gas producing activities	\$	1,513
Production and delivery costs ^a		(1,829)
Depreciation, depletion and amortization		(839)
Impairment of oil and gas properties		(4,317)
Income tax benefit (based on FCX's U.S. federal statutory tax rate) ^b		—
Results of operations from oil and gas producing activities	<u>\$</u>	<u>(5,472)</u>

a. Includes \$926 million in charges related to drillship settlements/idle rig and contract termination costs.

b. FCX has provided a full valuation allowance on losses associated with oil and gas activities.

Proved Oil and Natural Gas Reserve Information. The following information summarizes the net proved reserves of oil (including condensate and natural gas liquids (NGLs)), and natural gas and the standardized measure as described below for the year ended December 31, 2016. All of FCX's oil and natural gas reserves are located in the U.S.

Management believes the reserve estimates presented herein are reasonable and prepared in accordance with guidelines established by the SEC as prescribed in Regulation S-X, Rule 4-10. However, there are numerous uncertainties inherent in estimating quantities and values of proved reserves and in projecting future rates of production and the amount and timing of development expenditures, including many factors beyond FCX's control. Reserve engineering is a subjective process of estimating the recovery from underground accumulations of oil and natural gas that cannot be measured in an exact manner, and the accuracy of any reserve estimate is a function of the quality of available data and of engineering and geological interpretation and judgment. Because all oil and natural gas reserve estimates are to some degree subjective, the quantities of oil and natural gas that are ultimately recovered, production and operating costs, the amount and timing of future development expenditures, and future crude oil and natural gas sales prices may all differ from those assumed in these estimates. In addition, different reserve engineers may make different estimates of reserve quantities and cash flows based upon the same available data. Therefore, the standardized measure of discounted future net cash flows (Standardized Measure) shown below represents estimates only and should not be construed as the current market value of the estimated reserves attributable to FCX's oil and gas properties. In this regard, the information set forth in the following tables includes revisions of reserve estimates attributable to proved properties acquired in the 2013 oil and gas acquisitions, and reflects additional information from subsequent development activities, production history of the properties involved and any adjustments in the projected economic life of such properties resulting from changes in product prices.

Estimated Quantities of Oil and Natural Gas Reserves. The following table sets forth certain data pertaining to proved, proved developed and proved undeveloped reserves, all of which are in the U.S., for the year ended December 31, 2016 .

	Oil (MMBbls) ^{a,b}	Gas (Bcf) ^a	Total (MMBOE) ^a
2016			
Proved reserves:			
Balance at beginning of year	207	274	252
Extensions and discoveries	—	—	—
Acquisitions of reserves in-place	—	—	—
Revisions of previous estimates	1	—	1
Sale of reserves in-place	(168)	(118)	(187)
Production	(36)	(69)	(48)
Balance at end of year	<u>4</u>	<u>87</u>	<u>18</u>
Proved developed reserves at December 31, 2016	<u>4</u>	<u>87</u>	<u>18</u>
Proved undeveloped reserves at December 31, 2016	<u>—</u>	<u>—</u>	<u>—</u>

a. MMBbbls = million barrels; Bcf = billion cubic feet; MMBOE = million BOE

b. Includes NGL proved reserves of 1 MMBbbls (all developed) at December 31, 2016 .

The average realized sales prices used in FCX's reserve reports as of December 31, 2016 , were \$34.26 per barrel of crude oil and \$2.40 per one thousand cubic feet (Mcf) of natural gas.

For the year ended December 31, 2016 , FCX sold reserves in-place totaling 187 MMBOE, primarily representing all of its Deepwater GOM, onshore California and Haynesville properties.

Standardized Measure. The Standardized Measure (discounted at 10 percent) from production of proved oil and natural gas reserves has been developed in accordance with SEC guidelines. FCX estimated the quantity of proved oil and natural gas reserves and the future periods in which they were expected to be produced based on year-end economic conditions. Estimates of future net revenues from FCX's proved oil and gas properties and the present value thereof were made using the twelve-month average of the first-day-of-the-month historical reference prices as adjusted for location and quality differentials, which were held constant throughout the life of the oil and gas properties, except where such guidelines permit alternate treatment, including the use of fixed and determinable contractual price escalations (excluding the impact of crude oil derivative contracts). Future gross revenues were reduced by estimated future operating costs (including production and ad valorem taxes) and future development and abandonment costs, all of which were based on current costs in effect at December 31, 2016 , and held constant throughout the life of the oil and gas properties. Future income taxes were calculated by applying the statutory federal and state income tax rate to pre-tax future net cash flows, net of the tax basis of the respective oil and gas properties and utilization of FCX's available tax carryforwards related to its oil and gas operations.

The Standardized Measure related to proved oil and natural gas reserves as of December 31, 2016, follows:

Future cash inflows	\$	345
Future production expense		(175)
Future development costs ^a		(439)
Future income tax expense		—
Future net cash flows		(269)
Discounted at 10% per year		32
Standardized Measure	\$	(237)

a. Includes estimated asset retirement costs of \$0.4 billion at December 31, 2016 .

A summary of the principal sources of changes in the Standardized Measure for the year ended December 31, 2016, follows:

Balance at beginning of year	\$	1,392
Changes during the year:		
Sales, net of production expenses		(831)
Net changes in sales and transfer prices, net of production expenses		(341)
Extensions, discoveries and improved recoveries		—
Changes in estimated future development costs, including timing and other		146
Previously estimated development costs incurred during the year		295
Sales of reserves in-place		(1,049)
Revisions of quantity estimates		12
Accretion of discount		139
Net change in income taxes		—
Total changes		(1,629)
Balance at end of year	\$	(237)

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure.

Not applicable.

Item 9A. Controls and Procedures.

(a) Evaluation of disclosure controls and procedures. Our chief executive officer and chief financial officer, with the participation of management, have evaluated the effectiveness of our “disclosure controls and procedures” (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934) as of the end of the period covered by this annual report on Form 10-K. Based on their evaluation, they have concluded that our disclosure controls and procedures are effective as of the end of the period covered by this report.

(b) Changes in internal controls over financial reporting. There has been no change in our internal control over financial reporting that occurred during the quarter ended December 31, 2018, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

(c) Management’s annual report on internal control over financial reporting and the report thereon of Ernst & Young LLP are included herein under Item 8. “Financial Statements and Supplemental Data.”

Item 9B. Other Information.

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance.

The information set forth under the captions “Information About Director Nominees” and “Section 16(a) Beneficial Ownership Reporting Compliance” of our definitive proxy statement to be filed with the United States Securities and Exchange Commission (SEC), relating to our 2019 annual meeting of stockholders, is incorporated herein by reference. The information required by Item 10 regarding our executive officers appears in a separately captioned heading after Item 4. “Executive Officers of the Registrant” in Part I of this report.

Item 11. Executive Compensation.

The information set forth under the captions “Director Compensation” and “Executive Officer Compensation” of our definitive proxy statement to be filed with the SEC, relating to our 2019 annual meeting of stockholders, is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters.

The information set forth under the captions “Stock Ownership of Directors and Executive Officers” and “Stock Ownership of Certain Beneficial Owners” of our definitive proxy statement to be filed with the SEC, relating to our 2019 annual meeting of stockholders, is incorporated herein by reference.

Equity Compensation Plan Information

Only our 2016 Stock Incentive Plan (2016 plan), which was previously approved by our stockholders, has shares of our common stock available for future grant. However, we have equity compensation plans pursuant to which awards have previously been made that could result in issuance of our common stock to employees and non-employees as compensation, including plans that were assumed in connection with the acquisition of McMoRan Exploration Co. under which stock-settled restricted stock units and nonqualified stock options were previously issued.

The following table presents information regarding our equity compensation plans as of December 31, 2018 .

	Number of Securities To be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	51,833,605 ^a	\$ 27.45	58,584,822
Equity compensation plans not approved by security holders	3,233,353 ^b	26.70	—
Total	55,066,958	27.40	58,584,822

- a. Includes shares of our common stock issuable upon the vesting of 1,907,819 RSUs and 5,149,375 performance share units (PSUs) at maximum performance levels, and the termination of deferrals with respect to 1,189,900 RSUs that were vested as of December 31, 2018 . These awards are not reflected in column (b) because they do not have an exercise price. The number of securities to be issued in column (a) does not include RSUs granted under our phantom stock plan, which are payable solely in cash.
- b. Represents securities to be issued under awards assumed in our acquisitions of McMoRan Exploration Co. Includes shares issuable upon the vesting of 13,500 RSUs that were assumed in prior acquisitions. These awards are not reflected in column (b) because they do not have an exercise price.

Item 13. Certain Relationships and Related Transactions, and Director Independence.

The information set forth under the captions “Certain Transactions” and “Board and Committee Independence” of our definitive proxy statement to be filed with the SEC, relating to our 2019 annual meeting of stockholders, is incorporated herein by reference.

Item 14. Principal Accounting Fees and Services.

The information set forth under the caption “Independent Registered Public Accounting Firm” of our definitive proxy statement to be filed with the SEC, relating to our 2019 annual meeting of stockholders, is incorporated herein by reference.

PART IV

Item 15. Exhibits, Financial Statement Schedules.

(a)(1). Financial Statements.

The consolidated statements of operations, comprehensive income (loss), cash flows and equity, and the consolidated balance sheets are included as part of Item 8. “Financial Statements and Supplementary Data.”

(a)(2). Financial Statement Schedules.

The following financial statement schedule is presented below.

Schedule II – Valuation and Qualifying Accounts

Schedules other than the one above have been omitted since they are either not required, not applicable or the required information is included in the financial statements or notes thereto.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

TO THE BOARD OF DIRECTORS AND STOCKHOLDERS OF
FREEPORT-MCMORAN INC.

Opinion on the Financial Statement Schedule

We have audited the consolidated financial statements of Freeport-McMoRan Inc. (the Company) as of December 31, 2018 and 2017, and for each of the three years in the period ended December 31, 2018, and have issued our report thereon dated February 15, 2019 (included elsewhere in this Form 10-K). Our audits also included the financial statement schedule listed in Item 15 (a)(2) as of December 31, 2018, 2017 and 2016, and for each of the three years in the period ended December 31, 2018, of this Form 10-K. In our opinion, the financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly, in all material respects the information set forth therein.

Basis for Opinion

This schedule is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's schedule based on our audits. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

Phoenix, Arizona
February 15, 2019

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS (In millions)

	Balance at Beginning of Year	Additions (Deductions)		Other Additions (Deductions)	Balance at End of Year
		Charged to Costs and Expense	Charged to Other Accounts		
Reserves and allowances deducted from asset accounts:					
<i>Valuation allowance for deferred tax assets</i>					
Year Ended December 31, 2018	\$ 4,575	\$ (345) ^a	\$ 8 ^b	\$ 269 ^c	\$ 4,507
Year Ended December 31, 2017	6,058	(1,484) ^d	1 ^b	—	4,575
Year Ended December 31, 2016	4,183	1,852	23 ^b	—	6,058
Reserves for non-income taxes:					
Year Ended December 31, 2018	\$ 58	\$ 7	\$ (1)	\$ (2) ^e	\$ 62
Year Ended December 31, 2017	64	(2)	—	(4) ^e	58
Year Ended December 31, 2016	83	13	(3)	(29) ^e	64

- a. Primarily relates to a \$315 million decrease in U.S. foreign tax credits associated with expirations and 2017 tax reform adjustments, and a decrease of \$45 million in U.S. federal net operating losses associated with 2018 usage and 2017 tax reform.
- b. Relates to a valuation allowance for tax benefits primarily associated with actuarial losses for U.S. defined benefit plans included in other comprehensive income (loss).

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- c. Primarily relates to a \$244 million increase in foreign net operating losses for which no benefit is expected to be realized resulting from PT-FI's acquisition of PT Rio Tinto Indonesia.
- d. Relates to a \$1.1 billion decrease associated with a reduction in the corporate income tax rate applicable to U.S. federal deferred tax assets and \$371 million for the reversal of valuation allowances on U.S. federal alternative minimum tax credits.
- e. Represents amounts paid or adjustments to reserves based on revised estimates.

(a)(3). Exhibits.

Exhibit Number	Exhibit Title	Filed with this Form 10-K	Incorporated by Reference		
			Form	File No.	Date Filed
2.1	Agreement and Plan of Merger dated as of November 18, 2006, by and among FCX, Phelps Dodge Corporation and Panther Acquisition Corporation.		8-K	333-139252	11/20/2006
2.2	Agreement and Plan of Merger by and among Plains Exploration & Production Company, FCX and IMONC LLC, dated as of December 5, 2012.		8-K	001-11307-01	12/6/2012
2.3	Agreement and Plan of Merger by and among McMoRan Exploration Co., FCX and INAVN Corp., dated as of December 5, 2012.		8-K	001-11307-01	12/6/2012
2.4	Stock Purchase Agreement, dated as of October 6, 2014, among LMC Candelaria SpA, LMC Ojos del Salado SpA and Freeport Minerals Corporation.		10-Q	001-11307-01	11/7/2014
2.5	Purchase Agreement dated February 15, 2016, between Sumitomo Metal Mining America Inc., Sumitomo Metal Mining Co., Ltd., Freeport-McMoRan Morenci Inc., Freeport Minerals Corporation, and FCX.		8-K	001-11307-01	2/16/2016
2.6	Stock Purchase Agreement dated May 9, 2016, among CMOC Limited, China Molybdenum Co., Ltd., Phelps Dodge Katanga Corporation and FCX.		8-K	001-11307-01	2/9/2016
2.7	Purchase and Sale Agreement dated September 12, 2016, between Freeport-McMoRan Oil & Gas LLC, Freeport-McMoRan Exploration & Production LLC, Plains Offshore Operations Inc. and Anadarko US Offshore LLC.		10-Q	001-11307-01	11/9/2016
2.8+	PT-FI Divestment Agreement dated as of September 27, 2018 among FCX, International Support LLC, PT Freeport Indonesia, PT Indocopper Investama (subsequently renamed PT Indonesia Papua Metal Dan Mineral) and PT Indonesia Asahan Aluminium (Persero).		10-Q	001-11307-01	11/9/2018
2.9	Supplemental and Amendment Agreement to the PT-FI Divestment Agreement, dated December 21, 2018, among FCX, PT Freeport Indonesia, PT Indonesia Papua Metal Dan Mineral (f/k/a PT Indocopper Investama), PT Indonesia Asahan Aluminium (Persero) and International Support LLC.	X			
3.1	Amended and Restated Certificate of Incorporation of FCX, effective as of June 8, 2016.		8-K	001-11307-01	6/9/2016
3.2	Amended and Restated By-Laws of FCX, effective as of June 8, 2016.		8-K	001-11307-01	6/9/2016
4.1	Indenture dated as of February 13, 2012, between FCX and U.S. Bank National Association, as Trustee (relating to the 3.55% Senior Notes due 2022, the 4.00% Senior Notes due 2021, the 4.55% Senior Notes due 2024, and the 5.40% Senior Notes due 2034).		8-K	001-11307-01	2/13/2012
4.2	Third Supplemental Indenture dated as of February 13, 2012, between FCX and U.S. Bank National Association, as Trustee (relating to the 3.55% Senior Notes due 2022).		8-K	001-11307-01	2/13/2012
4.3	Fourth Supplemental Indenture dated as of May 31, 2013, among FCX, Freeport-McMoRan Oil & Gas LLC and U.S. Bank National Association, as Trustee (relating to the 3.55% Senior Notes due 2022, the 4.00% Senior Notes due 2021, the 4.55% Senior Notes due 2024, and the 5.40% Senior Notes due 2034).		8-K	001-11307-01	6/3/2013

Exhibit Number	Exhibit Title	Filed with this Form 10-K	Incorporated by Reference		
			Form	File No.	Date Filed
4.4	Sixth Supplemental Indenture dated as of November 14, 2014 among FCX, Freeport-McMoRan Oil & Gas LLC and U.S. Bank National Association, as Trustee (relating to the 4.00% Senior Notes due 2021) .		8-K	001-11307-01	11/14/2014
4.5	Seventh Supplemental Indenture dated as of November 14, 2014 among FCX, Freeport-McMoRan Oil & Gas LLC and U.S. Bank National Association, as Trustee (relating to the 4.55% Senior Notes due 2024).		8-K	001-11307-01	11/14/2014
4.6	Eighth Supplemental Indenture dated as of November 14, 2014 among FCX, Freeport-McMoRan Oil & Gas LLC and U.S. Bank National Association, as Trustee (relating to the 5.40% Senior Notes due 2034) .		8-K	001-11307-01	11/14/2014
4.7	Indenture dated as of March 7, 2013, between FCX and U.S. Bank National Association, as Trustee (relating to the 3.100% Senior Notes due 2020, the 3.875% Senior Notes due 2023, and the 5.450% Senior Notes due 2043).		8-K	001-11307-01	3/7/2013
4.8	Supplemental Indenture dated as of May 31, 2013, among FCX, Freeport-McMoRan Oil & Gas LLC, as guarantor, and U.S. Bank National Association, as Trustee (relating to the 3.100% Senior Notes due 2020, the 3.875% Senior Notes due 2023, and the 5.450% Senior Notes due 2043).		8-K	001-11307-01	6/3/2013
4.9	Form of Indenture dated as of September 22, 1997, between Phelps Dodge Corporation and The Chase Manhattan Bank, as Trustee (relating to the 7.125% Senior Notes due 2027, the 9.50% Senior Notes due 2031, and the 6.125% Senior Notes due 2034).		S-3	333-36415	9/25/1997
4.10	Form of 7.125% Debenture due November 1, 2027 of Phelps Dodge Corporation issued on November 5, 1997, pursuant to the Indenture dated as of September 22, 1997, between Phelps Dodge Corporation and The Chase Manhattan Bank, as Trustee (relating to the 7.125% Senior Notes due 2027).		8-K	001-00082	11/3/1997
4.11	Form of 9.5% Note due June 1, 2031 of Phelps Dodge Corporation issued on May 30, 2001, pursuant to the Indenture dated as of September 22, 1997, between Phelps Dodge Corporation and First Union National Bank, as successor Trustee (relating to the 9.50% Senior Notes due 2031).		8-K	001-00082	5/30/2001
4.12	Form of 6.125% Note due March 15, 2034 of Phelps Dodge Corporation issued on March 4, 2004, pursuant to the Indenture dated as of September 22, 1997, between Phelps Dodge Corporation and First Union National Bank, as successor Trustee (relating to the 6.125% Senior Notes due 2034).		10-K	001-00082	3/7/2005
4.13	Supplemental Indenture dated as of April 4, 2007 to the Indenture dated as of September 22, 1997, among Phelps Dodge Corporation, as Issuer, Freeport-McMoRan Copper & Gold Inc., as Parent Guarantor, and U.S. Bank National Association, as Trustee (relating to the 7.125% Senior Notes due 2027, the 9.50% Senior Notes due 2031, and the 6.125% Senior Notes due 2034).		10-K	001-11307-01	2/26/2016
4.14	Indenture dated as of December 13, 2016 among FCX, Freeport McMoRan Oil & Gas LLC, as guarantor, and U.S. Bank National Association, as Trustee (relating to the 6.875% Senior Notes due 2023).		8-K	001-11307-01	12/13/2016
4.15	Registration Rights Agreement dated as of December 13, 2016 among FCX, Freeport-McMoRan Oil & Gas LLC, as Guarantor, and J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Dealer Managers, relating to the 6.875% Senior Notes due 2023.		8-K	001-11307-01	12/13/2016
4.16	Form of Certificate representing shares of common stock, par value \$0.10.		8-A/A	001-11307-01	8/10/2015

Exhibit Number	Exhibit Title	Filed with this Form 10-K	Incorporated by Reference		
			Form	File No.	Date Filed
10.1	Concentrate Purchase and Sales Agreement dated effective December 11, 1996, between PT Freeport Indonesia and PT Smelting.		S-3	333-72760	11/5/2001
10.2	Amendment No. 1, dated as of March 19, 1998, Amendment No. 2 dated as of December 1, 2000, Amendment No. 3 dated as of January 1, 2003, Amendment No. 4 dated as of May 10, 2004, Amendment No. 5 dated as of March 19, 2009, Amendment No. 6 dated as of January 1, 2011, and Amendment No. 7 dated as of October 29, 2012, to the Concentrate Purchase and Sales Agreement dated effective December 11, 1996, between PT Freeport Indonesia and PT Smelting.		10-K	001-11307-01	2/27/2015
10.3	Amendment No. 8 dated as of April 16, 2014 to the Concentrate Purchase and Sales Agreement dated December 11, 1996 between PT Freeport Indonesia and PT Smelting.		10-K	001-11307-01	2/20/2018
10.4	Amendment No. 9 dated as of April 10, 2017 to the Concentrate Purchase and Sales Agreement dated December 11, 1996 between PT Freeport Indonesia and PT Smelting.		10-K	001-11307-01	2/20/2018
10.5	Shareholders Agreement dated as of December 21, 2018, among FCX, PT Freeport Indonesia, PT Indonesia Papua Metal Dan Mineral and PT Indonesia Asahan Aluminium (Persero).	X			
10.6	PT Freeport Indonesia Special Mining License (IUPK) from the Minister of Energy and Mineral Resources of the Republic of Indonesia (English translation).	X			
10.7	Nomination and Standstill Agreement dated October 7, 2015, by and between FCX, Carl C. Icahn, High River Limited Partnership, Hopper Investments LLC, Barberrry Corp., Icahn Partners Master Fund LP, Icahn Offshore LP, Icahn Partners LP, Icahn Onshore LP, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings L.P., Icahn Enterprises G.P. Inc., Beckton Corp., Andrew Langham and Courtney Mather.		8-K	001-11307-01	10/7/2015
10.8	Confidentiality Agreement dated October 7, 2015, by and between FCX, Carl C. Icahn, High River Limited Partnership, Hopper Investments LLC, Barberrry Corp., Icahn Partners Master Fund LP, Icahn Offshore LP, Icahn Partners LP, Icahn Onshore LP, Icahn Capital LP, IPH GP LLC, Icahn Enterprises Holdings L.P., Icahn Enterprises G.P. Inc., Beckton Corp., Andrew Langham and Courtney Mather.		8-K	001-11307-01	10/7/2015
10.9	Third Amended and Restated Joint Venture and Shareholders Agreement dated as of December 11, 2003 among PT Freeport Indonesia, Mitsubishi Corporation, Nippon Mining & Metals Company, Limited and PT Smelting, as amended by the First Amendment dated as of September 30, 2005, and the Second Amendment dated as of April 30, 2008.		10-K	001-11307-01	2/27/2015
10.10	Participation Agreement, dated as of March 16, 2005, among Phelps Dodge Corporation, Cyprus Amax Minerals Company, a Delaware corporation, Cyprus Metals Company, a Delaware corporation, Cyprus Climax Metals Company, a Delaware corporation, Sumitomo Corporation, a Japanese corporation, Summit Global Management, B.V., a Dutch corporation, Sumitomo Metal Mining Co., Ltd., a Japanese corporation, Compañía de Minas Buenaventura S.A.A., a Peruvian sociedad anonima abierta, and Sociedad Minera Cerro Verde S.A.A., a Peruvian sociedad anonima abierta.		8-K	001-00082	3/22/2005

Exhibit Number	Exhibit Title	Filed	Incorporated by Reference		
		with this Form 10-K	Form	File No.	Date Filed
10.11	Shareholders Agreement, dated as of June 1, 2005, among Phelps Dodge Corporation, Cyprus Climax Metals Company, a Delaware corporation, Sumitomo Corporation, a Japanese corporation, Sumitomo Metal Mining Co., Ltd., a Japanese corporation, Summit Global Management B.V., a Dutch corporation, SMM Cerro Verde Netherlands, B.V., a Dutch corporation, Compañía de Minas Buenaventura S.A.A., a Peruvian sociedad anonima abierta, and Sociedad Minera Cerro Verde S.A.A., a Peruvian sociedad anonima abierta.		8-K	001-00082	6/7/2005
10.12	Revolving Credit Agreement dated as of April 20, 2018, among FCX, PT Freeport Indonesia, Freeport-McMoRan Oil & Gas LLC, JPMorgan Chase Bank, N.A., as administrative agent, Bank of America, N.A., as syndication agent, and each of the lenders and issuing banks party thereto.		8-K	001-11307-0	4/23/2018
10.13 *	Letter Agreement dated as of December 19, 2013, by and between FCX and Richard C. Adkerson.		8-K	001-11307-01	12/23/2013
10.14 *	FCX Director Compensation.		10-K	001-11307-01	2/26/2016
10.15 *	Amended and Restated Executive Employment Agreement dated effective as of December 2, 2008, between FCX and Kathleen L. Quirk.		10-K	001-11307-01	2/26/2009
10.16 *	Amendment to Amended and Restated Executive Employment Agreement dated December 2, 2008, by and between FCX and Kathleen L. Quirk, dated April 27, 2011.		8-K	001-11307-01	4/29/2011
10.17 *	FCX Executive Services Program.		10-K	001-11307-01	2/24/2017
10.18 *	FCX Supplemental Executive Retirement Plan, as amended and restated.		8-K	001-11307-01	2/5/2007
10.19 *	FCX Supplemental Executive Capital Accumulation Plan.		10-Q	001-11307-01	5/12/2008
10.20 *	FCX Supplemental Executive Capital Accumulation Plan Amendment One.		10-Q	001-11307-01	5/12/2008
10.21 *	FCX Supplemental Executive Capital Accumulation Plan Amendment Two.		10-K	001-11307-01	2/26/2009
10.22 *	FCX Supplemental Executive Capital Accumulation Plan Amendment Three.		10-K	001-11307-01	2/27/2015
10.23 *	FCX Supplemental Executive Capital Accumulation Plan Amendment Four.		10-K	001-11307-01	2/27/2015
10.24 *	FCX 2005 Supplemental Executive Capital Accumulation Plan, as amended and restated effective January 1, 2015.		10-K	001-11307-01	2/27/2015
10.25 *	Freeport Minerals Corporation Supplemental Retirement Plan, as amended and restated.	X			
10.26 *	FCX Amended and Restated 1999 Stock Incentive Plan, as amended and restated.		10-Q	001-11307-01	5/10/2007
10.27 *	FCX 2003 Stock Incentive Plan, as amended and restated.		10-Q	001-11307-01	5/10/2007
10.28 *	FCX 2004 Director Compensation Plan, as amended and restated.		10-Q	001-11307-01	8/6/2010
10.29 *	FCX Amended and Restated 2006 Stock Incentive Plan.		10-K	001-11307-01	2/27/2014
10.30 *	FCX 2016 Stock Incentive Plan.		8-K	001-11307-01	6/9/2016
10.31 *	Form of Notice of Grant of Nonqualified Stock Options and Restricted Stock Units under the 2006 Stock Incentive Plan (for grants made to non-management directors and advisory directors).		8-K	001-11307-01	6/14/2010
10.32 *	Form of Nonqualified Stock Options Grant Agreement under the FCX stock incentive plans (effective February 2014).		10-K	001-11307-01	2/27/2014
10.33 *	FCX Annual Incentive Plan (For Fiscal Years Ending 2014 - 2018).		8-K	001-11307-01	6/18/2014
10.34 *	Form of Notice of Grant of Restricted Stock Units (for grants made to non-management directors).		10-K	001-11307-01	2/24/2017

Exhibit Number	Exhibit Title	Filed with this Form 10-K	Incorporated by Reference		
			Form	File No.	Date Filed
10.35 *	Form of Restricted Stock Unit Agreement (effective February 2015).		10-K	001-11307-01	2/27/2015
10.36 *	Form of Performance Share Unit Agreement (effective March 2016).		10-K	001-11307-01	2/20/2018
10.37 *	Form of Performance Share Unit Agreement (effective February 2018).		10-K	001-11307-01	2/20/2018
10.38 *	Form of Nonqualified Stock Options Grant Agreement (effective February 2018).		10-K	001-11307-01	2/20/2018
10.39 *	Form of Restricted Stock Unit Agreement (effective February 2018).		10-K	001-11307-01	2/20/2018
10.40 *	FCX Annual Incentive Plan (effective January 2019).	X			
14.1	FCX Principles of Business Conduct.		10-K	001-11307-01	2/24/2017
21.1	Subsidiaries of FCX.	X			
23.1	Consent of Ernst & Young LLP.	X			
24.1	Certified resolution of the Board of Directors of FCX authorizing this report to be signed on behalf of any officer or director pursuant to a Power of Attorney.	X			
24.2	Powers of Attorney pursuant to which this report has been signed on behalf of certain officers and directors of FCX.	X			
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a)/15d – 14(a).	X			
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d – 14(a).	X			
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350.	X			
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C Section 1350.	X			
95.1	Mine Safety Disclosure.	X			
101.INS	XBRL Instance Document.	X			
101.SCH	XBRL Taxonomy Extension Schema.	X			
101.CAL	XBRL Taxonomy Extension Calculation Linkbase.	X			
101.DEF	XBRL Taxonomy Extension Definition Linkbase.	X			
101.LAB	XBRL Taxonomy Extension Label Linkbase.	X			
101.PRE	XBRL Taxonomy Extension Presentation Linkbase.	X			

Note: Certain instruments with respect to long-term debt of FCX have not been filed as exhibits to this Annual Report on Form 10-K since the total amount of securities authorized under any such instrument does not exceed 10 percent of the total assets of FCX and its subsidiaries on a consolidated basis. FCX agrees to furnish a copy of each such instrument upon request of the Securities and Exchange Commission.

* Indicates management contract or compensatory plan or arrangement.

+ The registrant agrees to furnish supplementally to the SEC a copy of any omitted schedule or exhibit upon the request of the SEC in accordance with Item 601(b)(2) of Regulation S-K.

Item 16. Form 10-K Summary.

Not applicable.

GLOSSARY OF TERMS

Following is a glossary of selected terms used throughout the FCX Form 10-K that are technical in nature:

Mining

Adits. A horizontal passage leading into a mine for the purposes of access or drainage.

Alluvial aquifers. A water-bearing deposit of loosely arranged gravel, sand or silt left behind by a river or other flowing water.

Anode. A positively charged metal sheet, usually lead, on which oxidation occurs. During the electro-refining process, anodes are impure copper sheets from the smelting process that require further processing to produce refined copper cathode.

Azurite. A bluish supergene copper mineral and ore found in the oxidized portions of copper deposits often associated with malachite.

Bench. The horizontal floor cuttings along which mining progresses in an open-pit mine. As the pit progresses to lower levels, safety benches are left in the walls to catch any falling rock.

Blasthole stoping. An underground mining method that extracts the ore zone in large vertical rooms. The ore is broken by blasting using large-diameter vertical drill holes.

Block cave. A general term used to describe an underground mining method where the extraction of ore depends largely on the action of gravity. By continuously removing a thin horizontal layer at the bottom mining level of the ore column, the vertical support of the ore column is removed and the ore then caves by gravity.

Bornite. A red-brown isometric mineral comprising copper, iron and sulfur.

Brochantite. A greenish-black copper mineral occurring in the oxidation zone of copper sulfide deposits.

Cathode. Refined copper produced by electro-refining of impure copper or by electrowinning.

Chalcocite. A grayish copper sulfide mineral, usually found as a supergene in copper deposits formed from the re-deposition of copper minerals that were solubilized from the oxide portion of the deposit.

Chalcopyrite. A brass-yellow sulfide of mineral copper and iron.

Chrysocolla. A bluish-green to emerald-green oxide copper mineral that forms incrustations and thin seams in oxidized parts of copper-mineral veins; a source of copper and an ornamental stone.

Cobalt. A tough, lustrous, nickel-white or silvery-gray metallic element often associated with nickel and copper ores from which it is obtained as a by-product.

Concentrate. The resulting product from the concentrating process that is composed predominantly of copper sulfide or molybdenum sulfide minerals. Further processing might include smelting and electro-refining, or roasting.

Concentrating. The process by which ore is separated into metal concentrate through crushing, milling and flotation.

Concentrator. A process plant used to separate targeted minerals from gangue and produce a mineral concentrate that can be marketed or processed by additional downstream processes to produce salable metals or mineral products. Term is used interchangeably with Mill.

Contained copper. The percentage of copper in a mineral sample before the reduction of amounts unable to be recovered during the metallurgical process.

Covellite. A metallic, indigo-blue supergene mineral found in copper deposits.

Crushed-ore leach pad. A slightly sloping pad upon which leach ores are placed in lifts for processing.

Cutoff grade. The minimum percentage of copper contained in the ore for processing. When percentages are below this grade, the material would be routed to a high-lift or waste stockpile. When percentages are above grade, the material would be processed using concentrating or leaching methods for higher recovery.

Disseminations. A mineral deposit in which the desired minerals occur as scattered particles in the rock that has sufficient quantity to be considered an ore deposit.

Electrolytic refining. The purification of metals by electrolysis. A large piece of impure copper is used as the anode with a thin strip of pure copper as the cathode.

Electrowinning. A process that uses electricity to plate copper contained in an electrolyte solution into copper cathode.

Flotation. A concentrating process in which valuable minerals attach themselves to bubbles of an oily froth for separation as concentrate. The gangue material from the flotation process reports as a tailing product.

Grade. The relative quality or percentage of metal content.

Leach stockpiles. A quantity of leachable ore placed on a leach pad or in another suitable location that permits leaching and collection of solutions that contain solubilized metal.

Leaching. The process of extracting copper using a chemical solution to dissolve copper contained in ore.

Malachite. A bright-green copper mineral (ore) that often occurs with azurite in oxidized zones of copper deposits.

Metric ton. The equivalent of 2,204.62 pounds.

Mill stockpile. Millable ore that has been mined, and is available for future processing.

Mine-for-leach. A mining operation focused on mining only leachable ores.

Mineralization. The process by which a mineral is introduced into a rock, resulting in concentration of minerals that may form a valuable or potentially valuable deposit.

Molybdenite. A black, platy, disulfide of molybdenum. It is the most common ore of molybdenum.

Ore body. A continuous, well-defined mass of mineralized material of sufficient ore content to make extraction economically feasible.

Oxide. In mining, oxide is used as an ore classification relating to material that usually leaches well but does not perform well in a concentrator. Oxide minerals in mining refer to an oxidized form.

Paste backfill. A slurry of paste material produced from tailings with engineered cement and water content that is used to fill underground mined out stopes.

Porphyry. A deposit in which minerals of copper, molybdenum, gold or, less commonly, tungsten and tin are disseminated or occur in stock-work of small veinlets within a large mass of hydro-thermally altered igneous rock. The host rock is commonly an intrusive porphyry, but other rocks intruded by a porphyry can also be hosts for ore minerals.

Production level. With respect to underground mining, the elevation of the underground works that permit extraction/transport of the ore to a common point, shaft or plant.

Pseudomalachite. A dark-green monoclinic copper mineral.

Roasting. The heating of sulfide ores to oxidize sulfides to facilitate further processing.

Run-of-Mine (ROM). Leachable ore that is mined and directly placed on a leach pad without utilizing any further processes to reduce particle size prior to leaching.

Skarn. A Swedish mining term for silicate gangue of certain iron ore and sulfide deposits of Archaean age, particularly those that have replaced limestone and dolomite. Its meaning has been generally expanded to include

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lime-bearing silicates, of any geologic age, derived from nearly pure limestone and dolomite with the introduction of large amounts of silicon, aluminum, iron and magnesium.

Smelting. The process of melting and oxidizing concentrate to separate copper and precious metals from metallic and non-metallic impurities, including iron, silica, alumina and sulfur.

Solution extraction. A process that transfers copper from a copper-bearing ore to an organic solution, then to an electrolyte. The electrolyte is then pumped to a tankhouse where the copper is extracted, using electricity, into a copper cathode (refer to the term Electrowinning), together referred to as solution extraction/electrowinning (SX/EW).

Spot price. The current price at which a commodity can be bought or sold at a specified time and place.

Stope. An underground mining method that is usually applied to highly inclined or vertical veins. Ore is extracted by driving horizontally upon it in a series of workings, one immediately over the other. Each horizontal working is called a stope because when a number of them are in progress, each working face under attack assumes the shape of a flight of stairs.

Sulfide. A mineral compound containing sulfur and a metal. Copper sulfides can be concentrated or leached, depending on the mineral type.

Tailing. The material remaining after economically recoverable metals and minerals have been extracted.

Tolling. The process of converting customer-owned material into specified products, which is then returned to the customer.

Oil and Gas

Barrel or Bbl . One stock tank barrel, or 42 U.S. gallons liquid volume (used in reference to crude oil or other liquid hydrocarbons).

Blowouts. Accidents resulting from loss of hydraulic well control while conducting drilling operations.

Barrel of Oil Equivalent or BOE. One stock tank barrel equivalent of oil, calculated by converting gas volumes to equivalent oil barrels at a ratio of 6 thousand cubic feet to 1 barrel of oil.

British thermal unit or Btu. One British thermal unit is the amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

Condensate. A mixture of hydrocarbons that exists in the gaseous phase at original reservoir temperature and pressure, but that, when produced, is in the liquid phase at surface pressure and temperature.

Cratering. The collapse of the circulation system dug around the drilling rig for the prevention of blowouts.

Developed oil and gas reserves. Developed oil and gas reserves are reserves of any category that can be expected to be recovered: (i) through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well; and (ii) through installed extraction equipment and infrastructure operational at the time of the reserves estimate if the extraction is by means not involving a well.

Development well . A well drilled within the proved area of an oil or gas reservoir to the depth of a stratigraphic horizon known to be productive.

Differential. An adjustment to the price of oil or natural gas from an established spot market price to reflect differences in the quality and/or location of oil or gas.

Natural gas liquids or NGLs. Hydrocarbons (primarily ethane, propane, butane and natural gasolines) which have been extracted from wet natural gas and become liquid under various combinations of increasing pressure and lower temperature.

Standardized measure. The present value, discounted at 10 percent per year, of estimated future net revenues from the production of proved reserves, computed by applying sales prices used in estimating proved oil and natural gas reserves to the year-end quantities of those reserves in effect as of the dates of such estimates and held constant

throughout the productive life of the reserves (except for consideration of future price changes to the extent provided by contractual arrangements in existence at year-end), and deducting the estimated future costs to be incurred in developing, producing and abandoning the proved reserves (computed based on year-end costs and assuming continuation of existing economic conditions). Future income taxes are calculated by applying the appropriate year-end statutory federal and state income tax rates, with consideration of future tax rates already legislated, to pre-tax future net cash flows, net of the tax basis of the properties involved and utilization of available tax carryforwards related to proved oil and natural gas reserves.

Undeveloped acreage. Lease acreage on which wells have not been drilled or completed to a point that would permit the production of economic quantities of oil or gas regardless of whether the acreage contains proved reserves.

Undeveloped oil and gas reserves. Undeveloped oil and natural gas reserves are reserves of any category that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for recompletion. Reserves on undrilled acreage shall be limited to those directly offsetting development spacing areas that are reasonably certain of production when drilled, unless evidence using reliable technology exists that establishes reasonable certainty of economic producibility at greater distances. Undrilled locations can be classified as having undeveloped reserves only if a development plan has been adopted indicating that they are scheduled to be drilled within five years, unless the specific circumstances justify a longer time. Under no circumstances shall estimates for undeveloped reserves be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual projects in the same reservoir or an analogous reservoir, or by other evidence using reliable technology establishing reasonable certainty.

Working interest. An interest in an oil and gas lease that gives the owner of the interest the right to drill for and produce oil and gas on the leased acreage and requires the owner to pay a share of the costs of drilling and production operations.

For additional information regarding the definitions contained in this Glossary, or for other oil and gas definitions, refer to Rule 4-10 of Regulation S-X.

SIGNATURES

Pursuant to the requirements of Section 13 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, on February 15, 2019 .

Freeport-McMoRan Inc.

By: /s/ Richard C. Adkerson
Richard C. Adkerson
Vice Chairman of the Board, President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities indicated on February 15, 2019 .

<u>/s/ Richard C. Adkerson</u>	Vice Chairman of the Board, President and Chief Executive Officer
Richard C. Adkerson	(Principal Executive Officer)

<u>/s/ Kathleen L. Quirk</u>	Executive Vice President and Chief Financial Officer
Kathleen L. Quirk	(Principal Financial Officer)

<u>*</u>	Vice President and Controller - Financial Reporting
C. Donald Whitmire, Jr.	(Principal Accounting Officer)

<u>*</u>	Chairman of the Board
Gerald J. Ford	

<u>*</u>	Director
Lydia H. Kennard	

<u>*</u>	Director
Courtney Mather	

<u>*</u>	Director
Dustan E. McCoy	

<u>*</u>	Director
Frances Fragos Townsend	

* By: /s/ Richard C. Adkerson
Richard C. Adkerson
Attorney-in-Fact

21 December 2018

FREEPORT-MCMORAN INC.

and

INTERNATIONAL SUPPORT LLC

and

PT FREEPORT INDONESIA

and

PT INDONESIA PAPUA METAL DAN MINERAL

and

PT INDONESIA ASAHAN ALUMINIUM (PERSERO)

**SUPPLEMENTAL AND AMENDMENT
AGREEMENT TO THE PTFI DIVESTMENT
AGREEMENT**

Parties

- (1) **FREEPORT-MCMORAN INC.**, a corporation established under the laws of Delaware, United States of America, with its principal place of business at 333 North Central Avenue, Phoenix, Arizona;
- (2) **INTERNATIONAL SUPPORT LLC**, a limited liability company established under the laws of Delaware, United States of America, with its principal place of business at 333 North Central Avenue, Phoenix, Arizona;
- (3) **PT FREEPORT INDONESIA**, a limited liability company established under the laws of the Republic of Indonesia whose registered office is at Plaza 89 Lt. 5, Jl. H.R. Rasuna Said Kav. X-7 No. 6, Jakarta 12940, Indonesia;
- (4) **PT INDONESIA PAPUA METAL DAN MINERAL** (formerly “PT Indocopper Investama”), a limited liability company established under the laws of the Republic of Indonesia with its domicile at Plaza 89 Lt. 5, Jl. H.R. Rasuna Said Kav. X-7 No. 6, Jakarta 12940, Indonesia; and
- (5) **PT INDONESIA ASAHAN ALUMINIUM (PERSERO)**, a limited liability company established under the laws of the Republic of Indonesia whose registered office is at The Energy Building, 19th Floor, SCBD—Lot 11A, Jl. Jend. Sudirman Kav 52-53, Jakarta 12190, Republic of Indonesia.

It is Agreed:

Recitals

- (A) The Parties entered into an agreement dated 27 September 2018 (*PTFI Divestment Agreement*).
- (B) The Parties wish to agree the Closing Date and the manner in which certain Conditions Precedent are to be satisfied or waived.
- (C) The Parties wish to supplement and amend the terms of the PTFI Divestment Agreement on the terms set out in this Agreement.

1. Interpretation

Unless a contrary intention otherwise requires, capitalised terms shall have the meaning given to them in the PTFI Divestment Agreement.

2. Amendment of the definition of Closing Date

With effect from (and including) the date of this Agreement, the PTFI Divestment Agreement shall be amended by the deletion of the whole of the definition of “Closing Date” and the insertion of the following definition in substitution:

“*Closing Date* means 21 December 2018, at a time and place to be agreed by the Parties, or on such other date agreed in writing between the Parties;”

3. Amendment of certain Conditions Precedent

- (a) Paragraph 1.3 of Schedule 3 of the PTFI Divestment Agreement is hereby amended and restated in its entirety to read as follows:
“The IUPK shall be in a form acceptable to the Parties, subject to issuance on the Closing Date (*Agreed Form IUPK*).”
- (b) Paragraph 1.10 of Schedule 3 of the PTFI Divestment Agreement is hereby amended and restated in its entirety to read as follows:
“The satisfaction or waiver (if applicable) of the conditions precedent to closing in accordance with the terms of the PTRTI Buyout Agreement (other than the condition precedent set forth in clause 3.1(f) of the PTRTI Buyout Agreement).”
- (c) Paragraph 1.11 of Schedule 3 of the PTFI Divestment Agreement is hereby amended and restated in its entirety to read as follows:
“The Agreed Form IUPK shall provide for the termination of the Contract of Work upon the issuance of the IUPK.”
- (d) Paragraph 2 of Schedule 10 is hereby amended and restated in its entirety to read as follows:
“Ministry of Law and Human Rights is ready, willing and able to approve an increase in authorized capital of PTFI at the Closing.”
- (e) Paragraph 3(d) of Schedule 10 is hereby amended and restated in its entirety to read as follows:
“the change to the board of directors and board of commissioners of PTFI as contemplated under this Agreement and the Shareholders Agreement, or that MEMR is ready, willing and able to provide such approval at or prior to Closing.”

4. Waiver of certain Conditions Precedent

- 4.1 The Parties waive the Condition Precedent set out at paragraph 1.4 of Schedule 3 of the PTFI Divestment Agreement only to the extent it relates to the following:
“Issuance of other decrees or letters necessary for the operation, including approvals for the Board of Directors of PTFI and Board of Commissioners of PTFI composition, Feasibility Study to 2041, Post-mining Plan to 2041, to continue use US\$ and English in bookkeeping, to continue collect VAT from subcontractor (WAPU), and new smelter incentives.”
- 4.2 The Parties waive the Conditions Precedent set out at paragraph 1.14(b) of Schedule 3 of the PTFI Divestment Agreement.

5. Satisfaction or waiver of Conditions Precedent

The Parties agree and acknowledge that all of the Conditions Precedent (as amended by the terms of this Agreement, if applicable) have been satisfied or waived on or before execution of this Agreement.

6. Closing

At Closing, the Parties acknowledge and agree that:

- (a) the documents referred to in Part C of Schedule 2 of the PTFI Divestment Agreement and section 2.03(a)(iii)(F) of the PTFI Subscription Agreement will be executed and delivered immediately after:
 - (i) the PTII Price is paid in accordance with paragraph (a) of Part B of Schedule 2 of the PTFI Divestment Agreement;
 - (ii) the Subscription Price (Inalum) is paid in accordance with section 2.03(a)(i) of the PTFI Subscription Agreement; and
 - (iii) the Subscription Price (PTII) is paid in accordance with section 2.03(a)(ii) of the PTFI Subscription Agreement;
- (b) immediately after the documents referred to in clause 6(a) of this Agreement are executed and delivered in accordance with clause 6(a) of this Agreement, Inalum will use reasonable endeavours to ensure that the Ministry of Law and Human Rights issues an approval and/or receipt of notification in respect of the following:
 - (i) the changes in share ownership of PTII and PTFI; and
 - (ii) the increase of PTFI's authorised capital,
(*MOLHR Approvals*);
- (c) upon the MOLHR Approvals being obtained, the Agreed Form IUPK shall be promptly issued; and
- (d) upon the issuance of the Agreed Form IUPK and the termination of the Contract of Work:
 - (i) Inalum will provide confirmation to the parties to the PTRTI Buyout Agreement that the IUPK has been issued and the Contract of Work has been terminated; and
 - (ii) irrespective of whether Inalum provides such confirmation, the parties to the PTRTI Buyout Agreement will satisfy their obligations under the PTRTI Buyout Agreement in respect of the transfer of shares in PTRTI, after which Closing will be deemed to have occurred (and if the Closing does not occur, the Parties agree to unwind the transactions contemplated by the PTFI Divestment Agreement and PTFI Subscription

7. Certain other amendments

With effect from (and including) the date of this Agreement, the PTFI Divestment Agreement shall be amended:

- (a) by the deletion of the whole of recital (B)(b)(i) of the PTFI Divestment Agreement and the insertion of the following recital in substitution:
“PTFI will issue to Inalum, and Inalum will subscribe for, ordinary shares in PTFI representing in aggregate 20.618% of the outstanding ordinary shares in PTFI immediately following the Closing (the ***PTFI Shares (Inalum)***); and”
- (b) by the deletion of the whole of recital (B)(b)(ii) of the PTFI Divestment Agreement and the insertion of the following recital in substitution:
“PTFI will issue to PTII, and PTII will subscribe for, ordinary shares in PTFI representing in aggregate 19.382% of the outstanding ordinary shares in PTFI immediately following the Closing (the ***PTFI Shares (PTII)***),”
- (c) by the deletion of the whole of clause 11.4 of the PTFI Divestment Agreement and the insertion of the following clause in substitution:
“The PTII Sellers’ liability in relation to a Claim of Losses suffered in respect of PTFI is limited to an amount calculated by multiplying the amount of such Loss of PTFI by (i) if the relevant Loss is finally incurred by PTFI prior to the end of the Initial Period (as defined in the Shareholders Agreement), 9.363% and (ii) if the relevant Loss is finally incurred by PTFI following the end of the Initial Period (as defined in the Shareholders Agreement), 5.618%.”
- (d) by the deletion of the whole of paragraph (e)(i) of Part A of Schedule 2 of the PTFI Divestment Agreement and the insertion of the following paragraph in substitution:
“following receipt by the PTII Sellers of the PTII Price in accordance with Part B of this Schedule 2, the share certificates relating to all the PTII Shares it is transferring to Inalum, in the name of Inalum;”
- (e) by the insertion of the following paragraph as new paragraph (h) of Part A of Schedule 2 of the PTFI Divestment Agreement:
“a copy (certified by a duly appointed officer as true and correct) of a resolution of the board of directors of PTII acknowledging and confirming that PTII never issued share certificates to the PTII Sellers in respect of the PTII Shares.”

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- (f) by the deletion of the whole of paragraph 21.1 of Part D of Schedule 4 of the PTFI Divestment Agreement and the insertion of the following paragraph in substitution:
- “The PTFI Shares (Inalum) constitute 20.618% of the outstanding Ordinary Shares immediately following Closing.”
- (g) by the deletion of the whole of paragraph 21.2 of Part D of Schedule 4 of the PTFI Divestment Agreement and the insertion of the following paragraph in substitution:
- “The PTFI Shares (PTII) constitute 19.382% of the outstanding Ordinary Shares immediately following Closing.”
- (h) by the deletion of the whole of paragraph 15 of Schedule 5 of the PTFI Divestment Agreement and the insertion of the following paragraph in substitution:
- “FCX Percentage Share. The PTII Sellers’ liability in relation to a Claim of Losses suffered in respect of PTFI (including a PTII Sellers’ Warranty Claim) is limited to an amount calculated by multiplying the amount of such Loss of PTFI by (i) if the relevant Loss is finally incurred by PTFI prior to the end of the Initial Period (as defined in the Shareholders Agreement), 9.363% and (ii) if the relevant Loss is finally incurred by PTFI following the end of the Initial Period (as defined in the Shareholders Agreement), 5.618%.”
- (i) by the deletion of the definition of “PTFI Board Resolutions” from Schedule 15 of the PTFI Divestment Agreement and the insertion of the following definition in substitution:
- “ **PTFI Board Resolutions** means resolutions of the Board of Directors of PTFI:
- (a) if the Parties have agreed on or before the Closing Date, establishing the sub-committees of the Board of Directors of PTFI, appointing their members and setting out their roles and responsibilities as required pursuant to the agreed governance structure set forth in the Shareholders Agreement;
 - (b) adopting and approving the LTIP as the long term investment plan of PTFI; and
 - (c) approving the acquisition of the PTRTI Shares;”

8. Provisions of the PTFI Divestment Agreement

- 8.1 Clauses 9 (*Termination*), 32 (*Confidentiality*), 33 (*Assignment*), 34 (*Notices*), 35 (*Conflict with other Agreements*), 36 (*Whole Agreement*), 37 (*Waivers, Rights and Remedies*), 38 (*Counterparts*), 39 (*Variations*), 40 (*No Merger*), 42 (*Relationship of Parties*), 43 (*Invalidity*), 44 (*No Third Party Enforcement Rights*), 45 (*Sovereign Immunity*), 46 (*Governing Law and Jurisdiction*) and

47 (*Governing Language*) of the PTFI Divestment Agreement and paragraph 2 of Schedule 15 (*Definitions and Interpretation*) to the PTFI Divestment Agreement are incorporated into this Agreement as if set out in full with all necessary changes made.

- 8.2 Each Party acknowledges and agrees that, except as supplemented and amended by this Agreement, the PTFI Divestment Agreement remains in full force and effect and has not been otherwise supplemented, waived, modified or amended.

SIGNATURE

This Agreement is signed by duly authorised representatives of the Parties:

SIGNED)
for and on behalf of)
FREEPORT-MCMORAN INC.)

SIGNATURE: /s/ Kathleen Quirk
NAME: Kathleen Quirk

SIGNED)
for and on behalf of)
INTERNATIONAL SUPPORT LLC)

SIGNATURE: /s/ Dean Falgoust
NAME: Dean Falgoust

SIGNED)
for and on behalf of)
PT FREEPORT INDONESIA)

SIGNATURE: /s/ Robert Schroeder
NAME: Robert Schroeder

SIGNATURE: /s/ Clayton Allen Wenas
NAME: Clayton Allen Wenas

[Signature page to the Supplemental and Amendment Agreement to the PTFI Divestment Agreement]

SIGNED)
for and on behalf of)
PT INDONESIA PAPUA METAL)
DAN MINERAL)

SIGNATURE: /s/ Asiroha Situmorang
NAME: Asiroha Situmorang

SIGNATURE: _____
NAME: _____

SIGNED)
for and on behalf of)
PT INDONESIA ASAHAN)
ALUMINIUM (PERSERO))

SIGNATURE: /s/ Budi G. Sadikin
NAME: Budi G Sadikin

[Signature page to the Supplemental and Amendment Agreement to the PTFI Divestment Agreement]

SHAREHOLDERS AGREEMENT

dated as of

21 December 2018

among

PT FREEPORT INDONESIA,

PT INDONESIA PAPUA METAL DAN MINERAL,

FREEPORT-MCMORAN INC.

and

PT INDONESIA ASAHAN ALUMINIUM (PERSERO)

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SHAREHOLDERS AGREEMENT

SHAREHOLDERS AGREEMENT (this “**Agreement**”), dated as of 21 December 2018, among:

- (1) PT Freeport Indonesia, a limited liability company established under the laws of the Republic of Indonesia with its domicile at Plaza 89 Lt. 5, Jl. H.R. Rasuna Said Kay. X-7 No. 6, Jakarta 12940, Indonesia (the “**Company**”);
- (2) PT Indonesia Papua Metal dan Mineral (formerly known as “PT Indocopper Investama”), a limited liability company established under the laws of the Republic of Indonesia with its domicile at Plaza 89 Lt. 5, Jl. H.R. Rasuna Said Kay. X-7 No. 6, Jakarta 12940, Indonesia (“**PTIPMM**”);
- (3) Freeport-McMoRan Inc., a corporation established under the laws of Delaware, United States of America, with its principal place of business at 333 North Central Avenue, Phoenix, Arizona (“**Freeport Shareholder**” and, together with any of its Affiliates that become Shareholders, “**Freeport**”); and
- (4) PT Indonesia Asahan Aluminium (Persero), a limited liability company established under the laws of Indonesia whose registered office is at the Energy Building, 19th Floor, SCBD – Lot 11A, Jl. Jend. Sudirman Kav 52-53, Jakarta, 12190 (“**Inalum**” and together with PTIPMM and their respective Affiliates that become Shareholders, “**Inalum Group**”).

WITNESSETH:

- (A) Inalum, PTIPMM, Freeport Shareholder and the Company (collectively, the “**Parties**” and each a “**Party**”) desire to have a mutually beneficial, constructive and substantive long term partnership pursuant to which, as of the date hereof, the Inalum Group owns 51.236 percent (51.236%) of the Shares.
- (B) The Shareholders acknowledge that the relationship between the Shareholders in respect of the Company shall balance the shared objective of active participation from all Shareholders, where Inalum Group and Freeport manage the governance of the Company, and where Freeport will continue to manage the operations of the Company and Inalum Group will have an appropriate and meaningful role in the operations of the Company, each in accordance with the principles set out in this Agreement.
- (C) The Parties share an objective of high standards for corporate governance and social and environmental responsibility in respect of the Company.
- (D) The Parties desire to enter into this Agreement to govern certain of their rights, duties and obligations.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. **DEFINITIONS; INTERPRETATION**

1.1 **Definitions**

(a) As used in this Agreement, the following terms have the following meanings:

“ **Adherence Agreement** ” means an agreement substantially in the form set out at schedule 1.

“ **Affiliate** ” means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such Person; *provided* that no security holder of the Company shall be deemed an Affiliate of the Company or any other security holder of the Company solely by reason of any investment in the Company or the existence or exercise of any rights or obligations under this Agreement or the Ordinary Shares held by such security holder.

“ **Anti-Bribery and Corruption Laws** ” means the applicable anti-bribery, anti-corruption, and anti-money laundering laws, rules, regulations, decrees, and/or official government orders of any governmental body of Indonesia, Singapore, and the United States, including the United States Foreign Corrupt Practices Act of 1977, Republic of Indonesia Law No. 31 of 1999 regarding Eradication of Criminal Acts of Corruption, as amended by Law No. 20 of 2011, Singapore Prevention of Corruption Act, and any other applicable legislation implementing either the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“ **Applicable Law** ” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common equity or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

“ **Articles** ” means the Articles of Association of the Company, substantially in the form attached to this Agreement at schedule 3, as the same may be amended from time to time, and references in this Agreement to “ **Articles** ” is a reference to an Article in the Articles.

“ **Authorisations** ” means:

- (i) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (ii) in relation to anything that could be prohibited or restricted by any Applicable Law if a Government Authority acts in any way within a

specified period, the expiry of that period without that action being taken.

“ **Board of Commissioners** ” means the Board of Commissioners of the Company.

“ **Board of Directors** ” means the Board of Directors of the Company.

“ **Business Day** ” means any day except a Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America or Jakarta, Indonesia are authorized by Applicable Law to close.

“ **Close-down** ” means the permanent ceasing of all operations of the Company and the Company Subsidiaries in the Contract Area.

“ **Company Subsidiaries** ” means each Person Controlled by the Company. The details of each Company Subsidiary as of the date hereof, including the relevant shareholding in such Company Subsidiaries, are set out at schedule 4.

“ **Confidential Information** ” means any information concerning the Company or any Company Subsidiary or the financial condition, business, operations or prospects of the Company or any Company Subsidiary in the possession of or furnished to any Shareholder (including by virtue of its present or former right to designate a Director); *provided* that the term “Confidential Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by a Shareholder or its Representatives in violation of this Agreement or (ii) with respect to a Shareholder, was available to such Shareholder on a non-confidential basis prior to its disclosure to such Shareholder or its Representatives by the Company.

“ **Consumer Price Index** ” means the unadjusted Consumer Price Index for All Urban Workers, U.S. City Average, All Items, 1982—84 = 100, calculated and published by the United States Department of Labor, Bureau of Labor Statistics (*provided* that (i) if such index is ever rebased, the new base will be used with appropriating compensating adjustments to the calculation of the Expenditure Adjustment Factor) and (ii) if such index is ever discontinued, the Parties will select an alternative index as the “Consumer Price Index” which reasonably approximates the initial index as it existed on the date of this Agreement).

“ **Contract Area** ” means the area defined as such under the IUPK.

“ **Control** ” (including, with correlative meanings, the terms “ **Controlling** ”, “ **Controlled by** ” and “ **under common Control with** ”) means, as used with respect to any Person, (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; or (ii) the ability to appoint a majority of the board of directors or the board of commissioners or similar governing or management body or bodies of that Person; or (iii) the holding of the

voting rights and/or the ability to direct the voting rights of more than 50% of all the voting rights exercisable at general meetings of shareholders of that Person.

“ **Deadlock Matter** ” means, in respect of:

- (i) the Shareholders, a resolution which the Shareholders have failed to pass one time at a meeting of the Shareholders held in accordance with this Agreement;
- (ii) the Board of Commissioners:
 - (A) a resolution which the Board of Commissioners has failed to pass at one meeting of the Board of Commissioners held in accordance with this Agreement due to an equal number of votes cast for and against the resolution; or
 - (B) all resolutions the subject of a meeting of the Board of Commissioners that has been dissolved in accordance with Clause 4.8(c);
- (iii) the Board of Directors:
 - (A) a resolution which the Board of Directors has failed to pass at one meeting of the Board of Directors held in accordance with this Agreement due to an equal number of votes cast for and against the resolution; or
 - (B) all resolutions the subject of a meeting of the Board of Directors that has been dissolved in accordance with Clause 5.9(c);
- (iv) the Finance Committee, a matter which the Finance Committee has failed to pass at one meeting of the Finance Committee held in accordance with this Agreement due to an equal number of votes cast for and against the matter; and
- (v) the Operating Committee, a matter which the Operating Committee has failed to pass at one meeting of the Operating Committee held in accordance with this Agreement due to an equal number of votes cast for and against the matter.

“ **Director** ” means any director of the Company from time to time.

“ **Dividend Policy** ” means the terms on which dividends will be distributed to the Shareholders, as set out in Clause 10.1.

“ **EBITDA** ” means, with respect to any period, net income of the Company and the Company Subsidiaries for such period as determined in accordance with Indonesian generally accepted accounting principles, *plus* , to the extent deducted in calculating such net income, interest expense, taxes, depreciation, amortization and all other

noncash charges of the Company and the Company Subsidiaries for such period. For purposes of this calculation, net income will be adjusted to exclude any extraordinary gains or losses and the cumulative effect of any change in accounting principles.

“**Emergency Situation**” means an emergency situation (including a significant fire, explosion, mine subsidence or collapse) that would unless remedied immediately cause or could reasonably be expected to result in:

- (i) a significant environmental event;
- (ii) loss of life or serious injury to any persons; or
- (iii) serious property damage.

“**Force Majeure Event**” means any circumstance or event beyond the reasonable control of a Party (or any person acting on its behalf), including acts of God, storms, floods, riots, fires, earthquakes, sabotage, civil commotion or civil unrest, strikes, lockouts or other labor difficulties, interference by civil or military authorities, riots, insurrections or other hostilities, embargoes, fuel or energy shortages, acts of governmental authorities (including bank closings and seizures), acts of war (declared or undeclared) or armed hostilities or other national or international calamities or one or more acts of terrorism or failures or interruptions of networks or energy sources.

“**Freeport Services Agreement**” means the services agreement substantially in the form set out on schedule 8, as it may be amended from time to time in accordance with this Agreement.

“**Government Authority**” means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof.

“**Government Official**” means any Person qualifying as a public official or a “foreign official” under the laws of the Indonesia, Singapore, or any other Applicable Laws, including (i) a Person holding an official position, such as an employee, officer, or director, with any government, or agency, department, or instrumentality thereof, including a state-owned or -controlled enterprise; (ii) any Person “acting in an official capacity,” such as a delegation of authority, from a government, or agency, department, or instrumentality thereof, to carry out official responsibilities, including a specific project assignment; or (iii) an official of a public international organization such as the United Nations, the World Bank, the International Monetary Fund, or a regional development bank.

“**Grasberg Smelter**” means a smelting and refining facility along with a precious metals refinery to process minerals to be constructed in Indonesia by the Company or any of its Affiliates in accordance with the IUPK.

“ **Indonesian Company Law** ” means Law No. 40 of 2007 (of the Republic of Indonesia) on Limited Liability Companies including any implementing regulation thereof (as may be amended and/or replaced from time to time).

“ **Inflation Adjustment Factor** ” means the quotient obtained by dividing (i) the Consumer Price Index for the last completed month preceding the completion of the relevant draft annual operating plan or annual financial plan by (ii) the Consumer Price Index for the month in which the LTIP was adopted.

“ **Initial Period** ” has the meaning set forth at schedule 9.

“ **Interest Coverage Ratio** ” means, as of any date, the ratio of: (a) EBITDA for the most recent four fiscal quarters ending prior to such date to (b) the total interest expense of the Company and the Company Subsidiaries determined in accordance with Indonesian generally accepted accounting principles for such four fiscal quarters, *plus* capitalized interest of the Company and the Company Subsidiaries for such four fiscal quarters.

“ **International Human Rights** ” means the fundamental principles and standards that enable individuals everywhere to have freedom to live in dignity. All human rights are universal, interrelated, interdependent, and indivisible. International human rights include, the right to safe and healthy working conditions, right to life, liberty, and security of person, right to health, right not to be subjected to forced and compulsory labor or child labor, right to freedom of association, etc. The full definition of International Human Rights can be found within the 30 articles of the United Nations’ Universal Declaration of Human Rights (UDHR).

“ **LIBOR** ” means, with respect to calculation of interest for any period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate) for deposits in U.S. dollars for a 180-day period which appears on the Reuters screen LIBOR01 or LIBOR02 page that displays such rate (or, in the event such rate does not appear on such Reuters page or screen, on the page or screen used by the administrative agent under the credit agreement of the ultimate parent company of Freeport to determine the rate applicable to Eurodollar loans under such credit agreement or, if no such credit agreement is then in effect, on the page or screen mutually agreed by the Parties) at or about 11:00 a.m. London time two business days in London before the first day of such period; *provided* that if LIBOR as so determined shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement; *provided, further*, that, if two or more such offered rates are indicated on such page, LIBOR shall be the rate that equals the arithmetic mean (expressed as a decimal fraction to five decimal places) of such offered rates, and provided further that if such interest period is not equal to any period shown on such page, LIBOR shall be the rate determined by interpolation from the rates for the next longer and next shorter periods shown on such page, using the number of days as the basis for the interpolation, expressed as a decimal fraction to five decimal places. If at any time

LIBOR cannot be determined as set forth in the preceding sentence and such inability to determine LIBOR is not likely to be temporary, then (i) the rate shall be equal to the rate used by the administrative agent under the credit agreement of the ultimate parent company of Freeport to determine the rate applicable to Eurodollar loans under such credit agreement or (ii) if no such credit agreement is then in effect, the Parties shall negotiate in good faith to establish an alternate rate of interest to LIBOR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loans in the United States at such time and, in each case, shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable.

“ **Long Term Investment Plan** ” or “ **LTIP** ” means the plan attached to this Agreement at schedule 2, as amended from time to time and approved in accordance with this Agreement (it being understood that such plan reflects alternative options with respect to the development of Kucing Liar, and the “LTIP” shall be the plan reflecting the option that the Company follows with respect to Kucing Liar).

“ **Majority** ” means in respect of voting at a meeting of the Shareholders, the Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee or any other committee or other body of the Company contemplated under this Agreement, a matter passed by more than 50% of the votes cast by members entitled to vote on the matter.

“ **Material Adverse Effect** ” means a material adverse effect on the financial condition, business, assets or results of operations of the Company and the Company Subsidiaries, taken as a whole, excluding any effect resulting from (A) changes in Indonesian generally accepted accounting principles or changes in the regulatory accounting requirements applicable to any industry in which the Company and the Company Subsidiaries operate, (B) changes in the general economic or political conditions or (C) changes (including changes of Applicable Law and price changes with respect to copper or gold) or conditions generally affecting the industry in which the Company and the Company Subsidiaries operate.

“ **Mining Information** ” means all information, data (including electronically stored data), sketches, maps, drawings, memoranda, drill cores, logs of those drill cores and records relating to exploration (including without limitation, expenditure records, statutory reports and correspondence with third parties in relation to any Authorisations) including geological, geophysical, geochemical, aerial, exploration, mining, sampling and assay reports and notes and other technical information developed by or on behalf of the Company or any Company Subsidiary.

“ **Nominating Committee** ” means a four person committee, comprised of (i) the Chief Executive Officer of Inalum (who will serve as Co-Chairman of such committee); (ii) nominee of the Chief Executive Officer of Inalum; (iii) the Chief Executive Officer of the ultimate parent company of Freeport (who will serve as Co-

Chairman of such committee); and (iv) nominee of the Chief Executive Officer of the ultimate parent company of Freeport.

“ **Non-Discretionary Actions** ” means an action that is required to be taken immediately to prevent an Emergency Situation, including (i) actions taken as a result of a Force Majeure Event, (ii) actions relating to environmental, safety, health or security or that arise necessarily out of compliance with Applicable Laws, or (iii) actions, such as cost and capital reductions, which are taken as a result of the impact of changes in commodity prices, in each case to the extent such actions are taken acting in the best interest of the Company.

“ **NPV** ” means the present value of future cash flows discounted at a rate of 8%, adjusted for any value that has been realized prior to the time the NPV is calculated. For purposes of calculating NPV, effects caused by the following matters will be excluded: (i) changes in commodity prices, (ii) currency fluctuations, (iii) regulatory requirements or changes in Applicable Law and (iv) cash flows relating to smelter activities.

“ **Ordinary Shares** ” means the ordinary shares of the Company, having par value US\$100 and any other security into which such shares may hereafter be converted or changed.

“ **Percentage Interest** ” means, with respect to any Shareholder or group of Shareholders at any time, a fraction (expressed as a percentage), (i) the numerator of which is the total number of Ordinary Shares owned by such Shareholder or group of Shareholders as of such time, and (ii) the denominator of which is the total number of outstanding Ordinary Shares as of such time.

“ **Person** ” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“ **Person of Concern** ” means (i) a Government Official; (ii) a political party, an official of a political party (including any member of an advisory council or executive council of a political party), or a candidate for political office; (iii) an immediate family member, such as a parent, spouse, sibling, or child of a Person in either of categories (i) and (ii) above; or (iv) an agent, intermediary, or close business associate of any Person in any of the foregoing categories.

“ **Qualifying Mining Company** ” means any Person which is an international mining company which has:

- (i) extensive experience and skills in relation to; and
- (ii) owns or operates (or has recently owned or operated),

substantial underground mining operations.

“ **Representatives** ” means, with respect to any Shareholder, such Shareholder’s, Controlled Affiliates and its and their respective directors, officers, employees, stockholders, members, partners, agents, counsel, professional advisers (including tax advisors and auditors) or other representatives.

“ **Shareholder** ” means, at any time, any Person (other than the Company) who shall then be a party to or bound by this Agreement, so long as such Person owns any Ordinary Shares at such time.

“ **Shareholder Representative** ” means a representative of a Shareholder appointed to the Board of Directors, the Board of Commissioners, the Operating Committee, the Finance Committee or any other committee of the Company (as relevant) by such Shareholder pursuant to a right in this Agreement. For the avoidance of doubt, a Shareholder may nominate the same person to be its Shareholder Representative on the Board of Directors and any committee (including the Operating Committee and the Finance Committee).

“ **Shares** ” means any shares in the capital of the Company including Ordinary Shares.

“ **Significant Deviation** ” means:

- (i) during the Initial Period, a deviation from the LTIP resulting in a Material Adverse Effect; and
- (ii) after the Initial Period:
 - (A) a deviation from the LTIP that would reasonably be expected to result in a 10% or greater reduction in NPV relative to the NPV shown in the LTIP (with, for the purpose of such calculation, the revenues and expenditures set forth in the LTIP for periods not yet completed *multiplied by* the Inflation Adjustment Factor);
 - (B) a deviation from the LTIP requiring capital calls from the Shareholders in respect of projects that are not included in the LTIP, other than capital calls caused by any change in commodity prices, regulatory requirements, any change in Applicable Law or any Force Majeure Event; or
 - (C) a deviation from the LTIP resulting in the aggregate amount of capital and operating expenditures for any year increasing by more than 20% relative to the aggregate amount of such expenditures for such year set forth in the LTIP *multiplied by* the Inflation Adjustment Factor, other than increases in such expenditures caused by (1) changes in commodity prices, (2) currency fluctuations, (3) regulatory requirements or changes in Applicable Law, and (4) smelter activities.

“ **Transfer** ” means, with respect to any Ordinary Shares, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Ordinary Shares or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Ordinary Shares or any participation or interest therein or any agreement or commitment to do any of the foregoing. For the avoidance of doubt, the term “ **Transfer** ” includes (A) a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer however structured (whether pursuant to merger, consolidation, business combination or other similar transactions or by operation of law) and (B) a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of any equity interests of a Shareholder or any direct or indirect parent company of such Shareholder or any participation or interest therein, but excludes (1) any such sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of equity interests in any publicly-traded ultimate parent company of any Shareholder, (2) any spin-off, split-off or similar transaction of or by any Shareholder or any direct or indirect parent company of such Shareholder and (3) any direct or indirect sale or issuance of any equity interests of any direct or indirect parent company of any Shareholder if, after giving effect to such sale or issuance, an Affiliate of such Shareholder remains in Control of such direct or indirect parent company.

“ **Ultimate Deadlock Resolutions** ” means the deadlock resolutions set out in Clause 9.3.

(b) Each of the following terms is defined in the Clause set forth opposite such term, or otherwise in the Preamble or Recitals (as set forth below):

<u>Term</u>	<u>Clause</u>
Agreement	Preamble
Annual Financial Plan	7.1(f)(i)
Annual Financial Plan	7.1(f)(i)
Annual Operating Plan	6.1(e)(i)
Arbitration Law	17.17
Company	Preamble
Company Objectives	2.2(a)
Corporate Policies	17.2(a)
Deadlock Appointees	9.1(a)
Deadlock Notice	9.1(a)
Defaulter	17.15(a)
Disqualifying Action	5.4(a)
Finance Committee	7.1(a)
Finance Committee Special Meeting	7.2(b)

<u>Term</u>	<u>Clause</u>
Freeport	Preamble
Freeport Shareholder	Preamble
ICMM	5.15(b)(ii)
Inalum	Preamble
Inalum Group	Preamble
Incoming Shareholder	11.1(b)
Indemnified Liabilities	17.1(a)
Indemnified Parties	17.1(a)
IPO	12.1(a)
IUPK	8.3(f)(vi)
Non-transferring Shareholder	11.2(a)
Offer	11.2(c)
Offer Period	11.2(d)
Operating Committee	6.1(a)
Operating Committee Special Meeting	6.3(b)
Parties	Recital (A)
PTIPMM	Preamble
Relevant Deadlock Matter	9.1(a)
Remedy Period	17.15(c)
Replacement Commissioner Nominee	4.5(a)
Replacement Director Nominee	5.5(d)(i)
Reserved Matter	8.3(f)
Rules	17.17
Shareholder Designation Procedure	5.5
Shareholder Loans	10.3
SIAC	17.17
Supplementary Information	10.10
Transfer Acceptance Notice	11.2(d)
Transfer Notice	11.2(a)
Transfer Price	11.2(a)(ii)
Transfer Shares	11.2(a)
Transferor	11.2(a)

1.2 Other Definitional and Interpretative Provisions

The following rules apply in interpreting this Agreement.

- (a) The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (b) The captions and headings used herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

-
- (c) References to Clauses and schedules are to Clauses of, and schedules to, this Agreement unless otherwise specified.
 - (d) All schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.
 - (e) Any capitalized terms used in any schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement.
 - (f) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (g) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.
 - (h) Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import.
 - (i) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (j) Anything (including a right, obligation or concept) includes each part of it.
 - (k) “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form.
 - (l) A reference to “US\$” is to an amount in the currency of the United States of America.
 - (m) A reference to time is to local time in Jakarta, Indonesia, unless otherwise specified.
 - (n) References to any document, agreement or contract are to that document, agreement or contract as amended, modified, replaced, novated or supplemented from time to time in accordance with the terms hereof and thereof.
 - (o) References to any statute shall be deemed to refer to such statute as amended, re-enacted or replaced from time to time and to any rules or regulations promulgated thereunder.
 - (p) References to any Person or party to this Agreement or any other document include the successors and permitted assigns of that Person or party.
 - (q) References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

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- (r) A word which suggests one gender includes the other genders.
 - (s) The word “agreement” includes an undertaking or other binding arrangement or understanding, whether or not in writing.
 - (t) This Agreement is not to be interpreted against the interests of a Party merely because that Party proposed this Agreement or some version of it or because that Party relies on a provision of this Agreement to protect itself.

1.3 **Best Interests**

In addition to the requirements of any Applicable Law, where a commissioner, Director, member of the Nominating Committee, member of the Operating Committee, member of the Finance Committee, or member of any other committee of the Company is required to act in the best interests of the Company pursuant to this Agreement, then the commissioner, Director, member of the Nominating Committee, member of the Operating Committee, member of the Finance Committee or member of any other committee of the Company will be taken to meet such requirements if they:

- (a) make any judgment they are required to make in good faith, acting with prudence and full responsibility in accordance with proper policy;
- (b) do not have a material personal interest in the subject matter of any judgment they are required to make (other than by reason of any employment or other relationship between any commissioner, Director, member of the Nominating Committee, member of the Operating Committee, member of the Finance Committee, or member of any other committee of the Company, on the one hand, and any Shareholder or Affiliate of a Shareholder, on the other hand, in which case, they have disclosed their material personal interest to the Company and they exercise their judgement in a manner that is consistent with a person who is exercising their judgement without having a material personal interest); and
- (c) inform themselves about the subject matter of any judgment they are required to make (including ways to avoid any negative impacts) to the extent that they believe to be appropriate; and rationally believe that any judgment they are required to make is in the best interests of the Company unless the belief is one that no reasonable person in their position would hold.

2. **THE COMPANY**

2.1 **Initial Percentages Interests**

As at the date of this Agreement, the Percentage Interest of each Shareholder is as follows:

- (a) Freeport: 48.764%

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- | | | |
|-----|---------|---------|
| (b) | Inalum: | 26.236% |
| (c) | PTIPMM: | 25.000% |

2.2 Company Objectives

- (a) Each Shareholder acknowledges and agrees that the objectives of the Company as of the date hereof are to:
- (i) (**Operations**) carry on and develop the operations of the Company in accordance with the LTIP, the Annual Operating Plan and Annual Financial Plan for the benefit of the Shareholders in accordance with the IUPK;
 - (ii) (**Grasberg Assets**) develop and exploit, for the benefit of the Shareholders, the assets of the Company and the Company Subsidiaries to produce and sell product and to declare dividends in accordance with the Dividend Policy (and schedule 9);
 - (iii) (**Shareholder value**) maximise the value of the operations of the Company and distribute dividends in accordance with the Dividend Policy (and schedule 9); and
 - (iv) (**other**) conduct any other activity agreed unanimously by the Shareholders and undertaken by the Company or any of the Company Subsidiaries,
- together, the “ **Company Objectives** ”.
- (b) Clause 2.2(a) is not a limitation on the capacity of the Company.
- (c) In order to fulfil the Company Objectives:
- (i) each Shareholder must cooperate with each other; and
 - (ii) unless this document expressly provides otherwise, a Shareholder must not unreasonably take, give or delay taking or giving any action, or making or giving any approval, direction, determination, agreement, consent or decision referred to in, or required under this Agreement.
- (d) The Company must conduct (and each Shareholder must use reasonable endeavours to procure that the Company conducts) its activities in a manner that is consistent with this Agreement, the LTIP, the Annual Operating Plan and the Annual Financial Plan during the periods in which they apply (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms of this Agreement) and the Company shall procure that each Company Subsidiary does the same.

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- (e) The Company will endeavour:
 - (i) to preserve and keep the IUPK and any other Authorisations held in respect of the Contract Area in full force and effect;
 - (ii) at all times to conduct operations of the Company in a manner consistent with good and acceptable international mining engineering standards and practices as are economically and technically feasible, and in accordance with modern and accepted scientific and technical principles and comply with and cause to be complied with all Applicable Laws (including those that apply to the environment and community development), the violation of which would have a materially adverse effect on the operations of the Company, the Company and/or the Company Subsidiaries; and
 - (iii) where possible, to conduct operations of the Company in a manner consistent with good and acceptable international standards and practices in relation to environmental management and community relations.
 - (f) The Company shall promptly notify each Shareholder of all matters it is aware of which may materially adversely affect the operations of the Company and/or the assets of the Company and the Company Subsidiaries, including notifications, orders, demands and other communications received from any Government Authority, and any notice of default, lawsuit, proceeding, action or damage.

2.3 Articles

- (a) Without affecting the scope and intent of Clause 17.20:
 - (i) this Agreement and the Articles are to be read together as component parts of a single arrangement; and
 - (ii) if there is any inconsistency between the provisions of this Agreement and the provisions of the Articles:
 - (A) the provisions of this Agreement will prevail to the extent of any inconsistency and the Articles must be read and construed accordingly; and
 - (B) as soon as practicable after the Shareholders become aware of any inconsistency, the Shareholders will take all steps reasonably necessary to amend the Articles to remove the inconsistency and to ensure the provisions of this Agreement prevail.
- (b) If it is necessary for any provision of this Agreement to be included in the Articles in order for such provision to be effective in accordance with its terms, the

Shareholders shall cause the Articles to be amended to give effect to such provision.

- (c) Each Shareholder undertakes with each other Shareholder and the Company to:
 - (i) exercise all its votes, powers and rights under the Articles so as to give full force and effect to the provisions of this Agreement;
 - (ii) subject to this Clause 2.3, observe and comply fully and promptly with the provisions of the Articles with the intent and to the effect that each and every provision of them is enforceable by the Parties *inter se* ; and
 - (iii) exercise all its votes, powers and rights in relation to the Company so as to ensure that the Company fully and promptly observes, complies with and gives effect to the requirements of this Agreement and the Articles.
- (d) The Company must do all things necessary or desirable to give effect to the provisions of this Agreement in accordance with its terms and is bound by all provisions of this Agreement which expressly or by implication apply to the Company.

2.4 Acting in the Best Interests of the Company

Each member of each of the Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee, and all other committees of the Company established pursuant to this Agreement (in their capacity as such a member) will, at all times and in accordance with Applicable Law, act in the best interests of the Company.

3. MANAGEMENT OF THE COMPANY

3.1 Management Vests in the Board

- (a) Management of the Company vests in the Board of Directors, as supervised by the Board of Commissioners to the extent required by Indonesian Company Law.
- (b) The Board of Directors may delegate its functions to the fullest extent permitted by Applicable Law and, subject to Applicable Laws, the Shareholders shall exercise all their votes, powers and rights in relation to the Company to procure that the Board of Directors delegates those functions required to be delegated in accordance with this Agreement.

3.2 Shareholders Obligations

- (a) Subject to Clause 3.2(b), and except as this Agreement otherwise provides, no Shareholder in its capacity as such may interfere with the management of the Company nor has the authority to give directions to any officers or employees of the Company.

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- (b) Nothing in this Clause 3.2 restricts the ability of a Shareholder to nominate directors to the Board of Directors, commissioners to the Board of Commissioners or Shareholder Representatives to the Operating Committee or the Finance Committee or to grant or withhold its consent or vote at a Shareholders' meeting.
 - (c) Each Shareholder agrees that:
 - (i) a Shareholder may act in the interests of that Shareholder in performing any of its duties or exercising any power, right or discretion as a Shareholder; and
 - (ii) entry into this agreement does not give rise to a fiduciary duty towards any other Shareholder.
 - (d) Each Shareholder shall promptly notify the other Shareholders and the Company of all matters it is aware of which may materially adversely affect the operations of the Company and/or the assets of the Company and the Company Subsidiaries.

4. **BOARD OF COMMISSIONERS**

4.1 **Purpose**

The Board of Commissioners is responsible for supervising the activities and management of the Company by the Board of Directors to the extent required by Applicable Laws and the Articles.

4.2 **Number of Commissioners and Designation Rights**

- (a) The Board of Commissioners shall consist of six (6) commissioners, of whom:
 - (i) three (3) shall be nominated by Freeport; and
 - (ii) three (3) shall be nominated by Inalum Group.
- (b) The Board of Commissioners will:
 - (i) for the first period of five years from the date of this Agreement, and for each subsequent alternate period of five years, include a President Commissioner who will be a nominee of Freeport and a Vice President Commissioner who will be a nominee of the Inalum Group; and
 - (ii) for the second period of five years from the date of this Agreement, and each subsequent alternate period of five years, include a President Commissioner who will be a nominee of the Inalum Group and a Vice President Commissioner who will be a nominee of Freeport.

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- (c) Each Shareholder agrees that, if at any time it is then entitled to vote for the appointment of commissioners to the Board of Commissioners, it shall vote all of its Ordinary Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of Shareholders) in order to ensure that the candidates nominated in accordance with Clause 4.2(a) are appointed to the Board of Commissioners in the positions to which they were nominated in accordance with Clause 4.2(a) (including the positions specified in Clause 4.2(b)). If Applicable Law should prevent or disqualify any nominated candidate from being appointed to the Board of Commissioners, the Person or Persons entitled to nominate the candidate under Clause 4.2(a) shall be entitled to nominate the replacement candidate. The Company shall use its best efforts to cause the candidates nominated by each Shareholder in accordance with this Clause 4.2 to be appointed to the Board of Commissioners.

4.3 **Term of Appointment**

Each member of the Board of Commissioners shall be appointed for a term of five (5) years.

4.4 **Removal**

Each Shareholder agrees that, if at any time it is then entitled to vote for the removal of commissioners from the Board of Commissioners, it shall not vote any of its Ordinary Shares or execute proxies or written consents, as the case may be, in favor of the removal of any commissioner who shall have been nominated pursuant to Clause 4.2, unless the Person or Persons entitled to nominate such commissioner pursuant to Clause 4.2 shall have consented to such removal in writing; *provided* that, if the Person or Persons entitled to nominate any commissioner pursuant to Clause 4.2 shall request in writing the removal of such commissioner, each Shareholder shall vote all of its Ordinary Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of Shareholders) in order to ensure such commissioner is removed.

4.5 **Vacancies**

If, as a result of death, disability, retirement, resignation, removal or otherwise, there shall exist or occur any vacancy on the Board of Commissioners:

- (a) the Person or Persons entitled under Clause 4.2(a) to nominate such commissioner whose death, disability, retirement, resignation or removal resulted in such vacancy, shall have the exclusive right to nominate another individual (such person, the “**Replacement Commissioner Nominee**”) to fill such vacancy and serve as a commissioner on the Board of Commissioners;

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- (b) each Replacement Commissioner Nominee shall be appointed for the remaining term of the commissioner being replaced by such Replacement Commissioner Nominee; and
 - (c) each Shareholder agrees that if it is then entitled to vote for the election of commissioners to the Board of Commissioners, it shall vote all of its Ordinary Shares, or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of Shareholders) in order to ensure that the Replacement Commissioner Nominee is appointed to the Board of Commissioners as soon as practicable following the nomination of such Replacement Commissioner Nominee and, in any event, prior to the taking of any other action of the Board of Commissioners.

4.6 Meetings

- (a) The Board of Commissioners shall hold a regularly scheduled meeting at least quarterly (unless the Board of Commissioners decides on different timing), and at such other times as the President Commissioner may request. The Company shall pay all reasonable out-of-pocket expenses incurred by each commissioner in connection with attending meetings of the Board of Commissioners, meetings of any committee of the Board of Commissioners of which the relevant commissioner is a member and any general meeting of Shareholders.
- (b) To the extent Applicable Laws allow, at the request of the Board of Commissioners, the Board of Commissioners may hold meetings at the same time and at the same place as the meetings held by the Board of Directors in accordance with this Agreement.
- (c) Members of the Board of Commissioners may participate in a meeting of the Board of Commissioners or any committee thereof, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear one another, and such participation shall constitute the presence of such commissioner for purposes of determining whether a quorum has been met.
- (d) Meetings of the Board of Commissioners shall be chaired by the President Commissioner or, if the President Commissioner is not present or prevented from attending, the Vice President Commissioner. If both the President Commissioner and Vice President Commissioner are not present or prevented from attending, the meeting shall be chaired by a person elected by and from the commissioners present. The chair of a meeting of the Board of Commissioners may vote in his or her own right but does not have a casting vote.

4.7 Notice of Meetings

Notice of a meeting of the Board of Commissioners or any committee thereof stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each commissioner by telephone, electronic mail or facsimile no less than five Business Days before the date of the meeting unless otherwise agreed by all of the commissioners. Presence at the meeting shall constitute waiver of any deficiency of notice, except when such commissioner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.

4.8 Quorum

- (a) A quorum of the Board of Commissioners shall consist of a majority of the total number of commissioners, however no meeting of the Board of Commissioners shall be considered to have a quorum unless at least one commissioner nominated by each of Freeport (for as long as Freeport holds at least 25% of the outstanding Ordinary Shares) and Inalum Group (for as long as Inalum Group holds at least 25% of the outstanding Ordinary Shares) is in attendance.
- (b) If a quorum is not present within 30 minutes from the scheduled start of a meeting:
 - (i) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a Business Day; and
 - (ii) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.
- (c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.
- (d) The only matters that may be considered at the adjourned meeting are matters which were included in the notice provided in relation to the original meeting under Clause 4.7.

4.9 Voting

- (a) Subject to Clause 4.9(b), actions of the Board of Commissioners are adopted by the affirmative Majority vote of the Board of Commissioners at a duly convened meeting of the Board of Commissioners at which a quorum is present.
- (b) Each member of the Board of Commissioners shall vote in accordance with the decision of the Shareholders in relation to the matters set out in Clause 8.3(f),

and take all actions necessary to give effect to any affirmative vote of the Shareholders under Clause 8.3(f).

- (c) Each commissioner on the Board of Commissioners shall have one vote; provided that a Shareholder Representative on the Board of Commissioners shall also be entitled to cast votes on behalf of any other Shareholder Representative on the Board of Commissioners nominated by the same Shareholder(s), that is not in attendance at any meeting by virtue of a power of attorney.
- (d) Notwithstanding this Clause 4, on any matter requiring an approval or consent of the Board of Commissioners, the Board of Commissioners or any committee thereof may take such action without a meeting, without notice and without a vote if a consent or consents in writing, setting forth the action to be taken, shall be signed by all of the members of the Board of Commissioners (or in the case of a committee of the Board of Commissioners, all of the members of such committee).

4.10 **Deadlock Matters**

In the event a Deadlock Matter in respect of the Board of Commissioners occurs, Clause 9 shall apply.

4.11 **Minutes of Meetings**

Minutes of the meetings of the Board of Commissioners shall be drawn up by a person present at the meeting designated by the chairman of the meeting and shall be signed by all members of the Board of Commissioners present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Board of Commissioners shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Board of Commissioners or if it is issued by the notary who has drawn up the minutes concerned.

4.12 **Language**

- (a) Meetings of the Board of Commissioners shall be conducted in the English language provided that if a member of the Board of Commissioners is not comfortable with the English language such member shall be entitled, at the cost of the Company, to use the services of an interpreter at such meetings.
- (b) All notices of meeting and papers to be considered at any meeting of the Board of Commissioners shall be accompanied by an English translation thereof, as shall any other papers that any member of the Board of Commissioners may reasonably request prior to the meeting.

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- (c) The draft minutes (subject to approval at the next meeting) of any such meetings shall be provided to the members of the Board of Commissioners in English and in Indonesian within a reasonable time period after such meeting (and in any event by no later than the date on which the agenda and board papers for the next following meeting are due to be circulated); in the event of any inconsistency between the English and Indonesian texts, the English text shall prevail.

4.13 Other Actions Taken by the Board of Commissioners

- (a) In addition to the committees expressly provided for in this Agreement, the Board of Commissioners may create additional committees as it may determine.
- (b) Subject to acting in the best interests of the Company and complying with all Applicable Laws, the Board of Commissioners (and each individual Commissioner making up the Board of Commissioners) must take steps to implement, and may not act inconsistently with the LTIP, the Annual Operating Plan and Annual Financial Plan (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms of this Agreement).
- (c) The Company shall not terminate the Freeport Services Agreement without the approval of the Board of Commissioners; *provided* that if any member of the Board of Commissioners recuses himself or herself or is disqualified from participating in the decision of whether to terminate the Freeport Services Agreement, then the termination of the Freeport Services Agreement will be deemed a Reserve Matter (and accordingly subject to Section 8.3(e)(iv)).

5. BOARD OF DIRECTORS

5.1 Purpose

The Board of Directors is responsible for overall management of the Company and must act in the Company's best interests and in accordance with the Company's purpose and objectives.

5.2 Number of Directors

- (a) The Board of Directors will be constituted by a maximum of six (6) Directors, subject to Clause 5.5.
- (b) The initial members of the Board of Directors (which will be appointed with effect on and from the date of this Agreement) shall be:
 - (i) Clayton Allen Wenas (Tony Wenas);
 - (ii) Orias Petrus Moedak;

- (iii) Jempino Ngabdi;
- (iv) Achmad Ardianto;
- (v) Robert Charles Schroeder; and
- (vi) Mark Jerome Johnson.

5.3 Term of Appointment

Each Director shall be appointed for a period of five (5) years.

5.4 Removal

- (a) Subject to Clause 5.4(d), each Shareholder agrees that, if at any time it is then entitled at a general meeting of Shareholders to vote for the removal of any Director, it shall not vote any of its Ordinary Shares or execute proxies or written consents, as the case may be, in favour of the removal of any Director, unless such Director fails to (each, a “ **Disqualifying Action** ”):
 - (i) take action to carry out, or takes any action contrary to, the LTIP or the Annual Operating Plan (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms of this Agreement);
 - (ii) approve a dividend that is in accordance with the Dividend Policy or schedule 9; or
 - (iii) comply with the Articles (including any of the Corporate Policies), this Agreement or Applicable Laws,
in which case such Director may be removed only pursuant to the procedures set forth in Clause 5.4(b) or 5.4(c), as applicable.
- (b) If, prior to the end of the Initial Period, Freeport determines (acting reasonably) that any Director has committed a Disqualifying Action, Freeport may notify the Inalum Group of the Disqualifying Action, in which case Inalum Group will act expeditiously and vote in favor of the removal of such Director. Any Director so removed will be replaced on the Board of Directors by a designee of the Nominating Committee (it being understood and agreed that the replacement of such Director shall not be a condition to such Director’s removal and, until such time as the Nominating Committee makes any such replacement, the Board of Directors will continue to act in the ordinary course).
- (c) After the end of the Initial Period, each of Freeport or Inalum may notify the other of a Disqualifying Action by any Director, together with reasonable evidence to support such claim, in which case the Party who received such notice will act expeditiously and vote in favour of the removal of such Director, unless, acting reasonably, such Party has the justified belief that the evidence

submitted to support such claim is insufficient to show a Disqualifying Action has occurred. Any Director so removed will be replaced on the Board of Directors by a designee of the Nominating Committee (it being understood and agreed that the replacement of such Director shall not be a condition to such Director's removal and, until such time as the Nominating Committee makes any such replacement, the Board of Directors will continue to act in the ordinary course).

- (d) Without limiting the foregoing, if the Directors are designated pursuant to the Shareholder Designated Procedure, if the Person or Persons entitled to nominate any Director pursuant to Clause 5.5(a) shall request in writing the removal of such Director, each Shareholder shall vote all of its Ordinary Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of Shareholders) in order to ensure such Director is removed (and such Director shall be replaced pursuant to Clause 5.5(d)(ii)).

5.5 The Nominating Committee and Vacancies

- (a) The Nominating Committee shall, acting in the best interests of the Company, develop qualifications required of, and a selection process in respect of, prospective members of the Board of Directors; *provided* that if, prior to the end of any five-year term of the Board of Directors, the Nominating Committee has not agreed on the successor members of the Board of Directors, such successor members shall be designated as follows (the “**Shareholder Designation Procedure**”):
 - (i) three (3) Directors nominated by Freeport (for so long as Freeport holds at least 25% of the outstanding Ordinary Shares) and three (3) Directors nominated by Inalum Group (for so long as Inalum Group holds at least 25% of the outstanding Ordinary Shares); and
 - (ii) the Nominating Committee shall determine the roles of the Directors.
- (b) A quorum of the Nominating Committee shall consist of all of the members of the Nominating Committee (present in person or by power attorney as contemplated by the following sentence). A Shareholder Representative on the Nominating Committee shall be entitled to cast votes on behalf of any other Shareholder Representative on the Nominating Committee nominated by the same Shareholder(s), that is not in attendance at any meeting by virtue of a power of attorney. Actions of the Nominating Committee are adopted by the affirmative vote of the majority of the members of the Nominating Committee.
- (c) The Nominating Committee shall develop a secondment policy pursuant to which the Shareholders would have an opportunity to second employees to the Company and the Company Subsidiaries.

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- (d) If as a result of the death, disability, retirement, resignation, removal or otherwise, a Director appointed by the Nominating Committee ceases to serve on the Board of Directors:
- (i) if the Board was not comprised pursuant to the Shareholder Designation Procedure, then (A) the Nominating Committee, acting in the best interests of the Company, shall nominate another individual (such person, the “ **Replacement Director Nominee** ”) to fill such vacancy, (B) such Replacement Director Nominee shall be appointed for the remaining term of the Director being replaced by such Replacement Director Nominee; and (C) if the Nominating Committee does not agree on the appointment of any Replacement Director Nominee with respect to a vacancy, then such vacancy shall remain until such time as the Nominating Committee so agrees; *provided* that if the Nominating Committee’s failure to agree on a Replacement Director Nominee would result in the Board being comprised of fewer than four (4) Directors, then the Shareholder Designation Procedure shall apply except that during the Initial Period Freeport shall (in consultation with, and giving due regard to the views of, Inalum Group) determine the roles of Directors other than the President Director (who shall be determined by the Nominating Committee); or
 - (ii) if the Board was comprised pursuant to the Shareholder Designation Procedure, then the Shareholder that nominated the vacating Director shall be entitled to nominate a replacement for that Director and such replacement shall be appointed for the remaining term of the Director being replaced.

5.6 Shareholder Voting for Nominated Directors

Each Shareholder agrees that, if at any time it is then entitled to vote for the appointment of directors to the Board of Directors, it shall vote all of its Ordinary Shares or execute proxies or written consents, as the case may be, and take all other necessary action (including causing the Company to call a general meeting of Shareholders) in order to ensure that any individuals nominated under this Clause 5 (including Replacement Director Nominees) are appointed to the Board of Directors (including, to the extent necessary, by causing the removal of any incumbent Directors). If Applicable Law should prevent or disqualify any individual nominated under this Clause 5 from being appointed to the Board of Directors, a replacement individual shall be nominated either by the Nominating Committee, Freeport or the Inalum Group (depending on how the Board of Directors is constituted at that time) in accordance with Clause 5.5. The Company shall use its best efforts to cause the individuals nominated under this Clause 5 to be appointed to the Board of Directors as soon as practicable following the nomination of such Replacement Director Nominee (including, to the extent necessary, by causing the removal of any

incumbent Directors) and, in any event, prior to the taking of any other action of the Board of Directors.

5.7 Meetings

- (a) The Board of Directors shall hold a regularly scheduled meeting at least once every calendar quarter, and at such other times as a majority of the members of the Board of Directors may agree. The Company shall pay all reasonable out-of-pocket expenses incurred by each member of the Board of Directors in connection with attending meetings of the Board of Directors, meetings of any committee of the Board of Directors of which the relevant member of the Board of Directors is a member, and any general meeting of Shareholders.
- (b) To the extent Applicable Laws allow, at the request of the Board of Directors, the Board of Directors may hold meetings at the same time and at the same place as the meetings held by the Board of Commissioners in accordance with this Agreement.
- (c) Members of the Board of Directors may participate in a meeting of the Board of Directors or any committee thereof, by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear one another, and such participation shall constitute the presence of such member for purposes of determining whether a quorum has been met.
- (d) Meetings of the Board of Directors shall be chaired by the President Director, or if the President Director is not present or prevented from attending, the Vice President Director. If both the President Director and the Vice President Director are not present or prevented from attending, the meeting shall be chaired by a person elected by and from the Directors present. The chair of a meeting of the Board of Directors may vote in his or her own right but does not have a casting vote.

5.8 Notice of Meetings

Notice of a meeting of the Board of Directors or any committee thereof stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each member of the Board of Directors by telephone, electronic mail or facsimile no less than five Business Days before the date of the meeting unless otherwise agreed by all Directors. Presence at the meeting shall constitute waiver of any deficiency of notice, except when such member of the Board of Directors attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with this Agreement.

5.9 Quorum

- (a) A quorum of the Board of Directors shall consist of a majority of the total number of members of the Board of Directors; provided that during periods where the Directors have been appointed by the Shareholders pursuant to the Shareholder Designation Procedure, no meeting of the Board of Directors shall be considered to have a quorum unless at least one Director nominated by each of Freeport (for as long as Freeport holds at least 25% of the outstanding Ordinary Shares) and Inalum Group (for as long as the Inalum Group holds at least 25% of the outstanding Ordinary Shares) is in attendance.
- (b) If a quorum is not present within 30 minutes from the scheduled start of a meeting:
 - (i) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a Business Day; and
 - (ii) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.
- (c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.
- (d) The only matters that may be considered at the adjourned meeting are matters which were included in the notice provided in relation to the original meeting under Clause 5.8.

5.10 Voting

- (a) Actions of the Board of Directors are adopted by the affirmative Majority vote of the Board of Directors at a duly convened meeting of the Board of Directors at which a quorum is present.
- (b) Each member of the Board of Directors shall vote in accordance with the decision of the Shareholders in relation to the matters set out in Clause 8.3(f), and take all actions necessary to give effect to any affirmative vote of the Shareholders under Clause 8.3(f).
- (c) Each member on the Board of Directors shall have one vote; provided that a Shareholder Representative on the Board of Directors shall be entitled to cast votes on behalf of any other Shareholder Representative on the Board of Directors nominated by the same Shareholder(s) pursuant to Clause 5.5(a), that is not in attendance at any meeting by virtue of a power of attorney.
- (d) Notwithstanding this Clause 5, on any matter requiring an approval or consent of the Board of Directors, the Board of Directors or any committee thereof may take such action without a meeting, without notice and without a vote if a

consent or consents in writing, setting forth the action to be taken, shall be signed by all of the members of the Board of Directors (or in the case of a committee of the Board of Directors, all of the members of such committee).

5.11 **Deadlock Matters**

- (a) Subject to Clauses 5.11(b), all Deadlock Matters in respect of the Board of Directors must be referred to the Board of Commissioners for a decision.
- (b) If a Deadlock Matter in respect of the Board of Directors occurs in relation to the approval of an Annual Financial Plan, the Deadlock Matter will be deemed resolved pursuant to Clause 9.3(a)(iv).
- (c) If a Deadlock Matter in respect of the Board of Directors occurs in relation to a matter described in Clause 7.7(c), the Board of Directors will be deemed to have approved all matters that were approved by the Finance Committee.
- (d) The Shareholders, the Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee and any other committee of the Company established in accordance with this Agreement must each, to the extent required by (and subject to) all Applicable Laws or otherwise, and acting in the best interests of the Company, take all such action and do all such things (including pass any resolution or sign or date any document) necessary to effect any resolution that applies to a Deadlock Matter in respect of the Board of Directors under Clause 5.11(b).

5.12 **Minutes of Meetings**

Minutes of the meetings of the Board of Directors shall be drawn up by a person present at the meeting designated by the chairman of the meeting and shall be signed by all members of the Board of Directors present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Board of Directors shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Board of Directors or if it is issued by the notary who has drawn up the minutes concerned.

5.13 **Language**

- (a) Meetings of the Board of Directors shall be conducted in the English language provided that if a member of the Board of Directors is not comfortable with the English language, such member shall be entitled, at the cost of the Company, to use the services of an interpreter at such meetings.
- (b) All notices of meeting and papers to be considered at any meeting of the Board of Directors shall be accompanied by an English translation thereof, as shall

any other papers that any member of the Board of Directors may reasonably request prior to the meeting.

- (c) The draft minutes (subject to approval at the next meeting) of any such meetings shall be provided to the members of the Board of Directors in English and in Indonesian within a reasonable time period after such meeting (and in any event by no later than the date on which the agenda and board papers for the next following meeting are due to be circulated); in the event of any inconsistency between the English and Indonesian texts, the English text shall prevail.

5.14 Other Actions Taken by the Board of Directors

- (a) In addition to the committees expressly provided for in this Agreement, the Board of Directors may create additional committees as it may determine.
- (b) Subject to acting in the best interests of the Company and complying with all Applicable Laws, the Board of Directors (and each individual Director making up the Board of Directors) must take steps to implement, and may not act inconsistently with the LTIP, the Annual Operating Plan and Annual Financial Plan (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms of this Agreement).

5.15 Health, Security, Environment and Community Development

- (a) The Board of Directors will unanimously agree on the appointment of an appropriate consultant to advise the Board of Directors with respect to community development and government relations.
- (b) The Shareholders agree to adopt the practices of the Company at the time of entering into this Agreement in respect of:
 - (i) engaging an independent third party to conduct an environmental audit every three years;
 - (ii) implementing the International Council on Mining & Metals (“**ICMM**”) Sustainable Development Framework;
 - (iii) applying the ICMM’s ten Sustainable Development Principles that are linked to the United Nations Sustainable Development Goals;
 - (iv) adhering to the United Nations Guiding Principles on Business and Human Rights; and
 - (v) supporting the Extractive Industries Transparency Initiative.

6. OPERATING COMMITTEE

6.1 General

- (a) The Company acting through the Board of Directors shall form an operating committee (the “ **Operating Committee** ”), which shall have five members.
- (b) Three members of the Operating Committee shall be appointed by Freeport and two members shall be appointed by Inalum Group. All members of the Operating Committee must act in the best interests of the Company in fulfilling their duty as a member of the Operating Committee. Each Shareholder, member of the Board of Commissioners and member of the Board of Directors shall take all necessary action in order to ensure that the candidates appointed in accordance with this Clause are appointed to the Operating Committee.
- (c) The Operating Committee will be given delegated authority from the Board of Directors (including making decisions):
 - (i) to the extent provided in schedule 7;
 - (ii) to develop the draft annual operating plan for approval by the Board of Directors (and if applicable the Shareholders) in accordance with Clauses 6.1(d) and 6.1(e) and oversee the implementation of the Annual Operating Plan approved by the Board of Directors, including:
 - (A) being responsible for ensuring that the day to day activities and operations of the Company and the Company Subsidiaries are carried out in accordance with the Annual Operating Plan; and
 - (B) providing the Board of Directors with quarterly reports on the operations and activities of the Company, responding to any reasonable requests for information from the Board of Directors;
 - (iii) to manage the operations of the Company and the Company Subsidiaries, including where relevant making recommendations to the Board of Directors in relation to the activities of the Company;
 - (iv) to enter into, amend, waive, terminate and take any other actions with respect to contracts so long as such actions are consistent with the Annual Operating Plan and LTIP (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms of this Agreement); and
 - (v) to select and manage the retention of key operating personnel of the Company and the Company Subsidiaries required to support and implement the Annual Operating Plan and the operations of the Company and the Company Subsidiaries.

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- (d) The Operating Committee shall, no later than 20 October each year, prepare a draft annual operating plan for the activities and operations of the Company for the next calendar year, which draft plan will cover similar topics in similar level of detail as the example draft annual operating plan set forth on schedule 5. The draft annual operating plan must be consistent with Corporate Policies and Applicable Laws.
 - (e) No later than 20 days following preparation of the draft annual operating plan, the Operating Committee shall hold a meeting to review the draft annual operating plan and either:
 - (i) approve the draft annual operating plan, after which it will be referred to:
 - (A) the Board of Directors; and, if applicable,
 - (B) the Shareholders if it includes an activity that constitutes a Reserved Matter under Clause 8.3(f),for a decision, and once approved by the Board of Directors and, if applicable, the Shareholders it will be the Annual Operating Plan for the applicable year (the “**Annual Operating Plan**”); or
 - (ii) not approve the draft annual operating plan, and set out reasons why the proposed plan was not approved.
 - (f) If the Operating Committee does not approve the draft annual operating plan, then the Operating Committee must prepare a revised plan that still meets the requirements of Clause 6.1(d), but addresses the reasons stated by the Operating Committee as to why it did not approve the draft annual operating plan pursuant to Clause 6.1(e)(ii). The Operating Committee shall hold a meeting to review the revised draft annual operating plan in which case either the provisions of Clause 6.1(e)(i) or Clause 6.1(e)(ii) will apply,
 - (g) The Operating Committee may prepare updates to the Annual Operating Plan each quarterly period during the currency of the Annual Operating Plan. Any updates to the Annual Operating Plan must meet the requirements of Clause 6.1(d) and be approved in accordance with Clause 6.1(e) before they are effective.
 - (h) Actions that are not approved in the Annual Operating Plan and constitute a deviation to the LTIP require Shareholder approval as a Reserved Matter pursuant to Clause 8.3(f); *provided* that the Operating Committee and the Company may take actions that constitute a deviation to the then-current Annual Operating Plan without Shareholder approval in the following circumstances:
 - (i) the plan or action does not constitute a Significant Deviation to the LTIP; or

(ii) the action is a Non-Discretionary Action.

- (i) The Shareholders agree and acknowledge that the LTIP may require amendment as a result of any circumstance described in, and/or action taken pursuant to, Clause 6.1(h)(ii), and will engage in good faith discussions with each other to agree such amendments to the LTIP.

6.2 Reporting

The Operating Committee must prepare quarterly reports for the Board of Directors and respond to any other reasonable requests for information or reporting received from the Board of Directors from time to time in respect of any functions that the Board of Directors has delegated to the Operating Committee.

6.3 Meetings

- (a) The Operating Committee shall hold a regularly scheduled meeting at least once every calendar quarter, and at such times as determined by a majority of the members of the Operating Committee, to review the operations of the Company, studies related to the Company's mining and development plans, and environmental management programs, and to monitor execution of Company's capital projects and other activities against the Annual Operating Plan.
- (b) Any member of the Operating Committee may call a special meeting by notice to the other members of the Operating Committee in accordance with Clause 6.4 (“**Operating Committee Special Meeting**”).
- (c) The Operating Committee may hold meetings by means of telephone or video conference or similar, so long as all Persons participating in the meeting can hear one another, and such participation will constitute the presence of such Person for the purposes of determining whether a quorum has been met.

6.4 Notice of Meeting

Notice of a meeting of the Operating Committee stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each member of the Operating Committee by telephone, electronic mail or facsimile no less than five Business Days before the date of the meeting, or in the case of an Operating Committee Special Meeting, no less than ten Business Days before the date of the meeting, or if the meeting is to consider an Emergency Situation, a reasonable time before the date of the meeting (which, for the avoidance of doubt, may be less than five Business Days).

6.5 Quorum

- (a) A quorum of the Operating Committee shall consist of a majority of the total number of members of the Operating Committee, however no

Operating Committee meeting shall be considered to have a quorum unless at least one representative of each of Freeport (for as long as Freeport holds at least 25% of the Ordinary Shares) and Inalum Group (for so long as the Inalum Group holds at least 25% of the Ordinary Shares) is in attendance. Each of Freeport and Inalum Group must use reasonable efforts to cause its representatives to attend or participate in each meeting and neither Freeport nor Inalum Group shall withhold the presence or participation of its representatives to forestall decisions of the Operating Committee.

- (b) If a quorum is not present within 30 minutes from the scheduled start of a meeting:
 - (i) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a Business Day; and
 - (ii) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.
- (c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is adjourned for a minimum of three Business Days after the appointed time for the adjourned meeting and the place of the second adjourned meeting is otherwise the same as for the original meeting. The quorum for the second adjourned meeting of the Operating Committee shall consist of a majority of the total number of members of the Operating Committee.
- (d) The only matters that may be considered at the adjourned meeting or the second adjourned meeting are matters which were included in the notice provided in relation to the original meeting under Clause 6.5(b).

6.6 **Voting**

- (a) Each member of the Operating Committee will have one vote, and all actions of the Operating Committee will be decided by Majority vote. A Shareholder Representative on the Operating Committee shall be entitled to cast votes on behalf of any other Shareholder Representative on the Operating Committee nominated by the same Shareholder(s), that is not in attendance at any meeting by virtue of a power of attorney.
- (b) Each member of the Operating Committee shall vote in accordance with the decision of the Shareholders in relation to the matters set out in Clause 8.3(f), and take all actions necessary to give effect to any affirmative vote of the Shareholders under Clause 8.3(f).

6.7 Minutes of Meetings

Minutes of the meetings of the Operating Committee shall be drawn up by a Person present at the meeting designated by the meeting attendees and shall be signed by all members of the Operating Committee present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Operating Committee shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Operating Committee or if it is issued by the notary who has drawn up the minutes concerned.

6.8 Deadlock Matters

Deadlock Matters in respect of the Operating Committee will be referred to the Board of Directors for consideration.

6.9 Removal and Vacancies

A Shareholder entitled to appoint a particular number of members to the Operating Committee shall have the right to remove from the Operating Committee any such member appointed by such Shareholder and to fill vacancies in the office of such a member of the Operating Committee appointed by such Shareholder.

7. FINANCE COMMITTEE

7.1 General

- (a) The Company acting through the Board of Directors shall form a finance committee (the “**Finance Committee**”), which shall have four members.
- (b) Two members of the Finance Committee shall be appointed by Freeport and two members shall be appointed by Inalum Group. All members of the Finance Committee must act in the best interests of the Company in fulfilling their duty as a member of the Finance Committee.
- (c) The Finance Committee will be given delegated authority from the Board of Directors (including making decisions) to be responsible for developing a draft annual financial plan (approved in accordance Clauses 7.1(e) and 7.1(f)) and for overseeing the execution of the Annual Financial Plan approved by the Board of Directors, including:
 - (i) to review finance forecasts, operating and maintenance budgets and capital expenditure requirements;
 - (ii) to review financial statements;

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- (iii) to review and make recommendations to the Board of Directors for the declaration and distribution of interim dividends in accordance with the Dividend Policy;
 - (iv) to review corporate insurance coverage with the Operating Committee;
 - (v) to review and approve the manner in which operating and/or capital costs are to be funded;
 - (vi) to review and recommend approval of financial commitments and major corporate strategic actions; and
 - (vii) to make recommendations to the Board of Directors in relation to the above.
- (d) The Finance Committee shall report periodically to the Board of Directors and the Board of Directors will retain oversight of the Finance Committee.
- (e) The Finance Committee shall, no later than 20 October each year, prepare a draft financial plan for the activities and operations of the Company for the next calendar year, which draft annual financial plan will cover similar topics in similar level of detail as the example draft annual financial plan set forth on schedule 5. The draft annual financial plan must be consistent with the Annual Operating Plan, Corporate Policies and Applicable Laws, and contain a breakdown on a quarterly basis of:
- (i) decisions on the Company's leverage, including long- and short-term debt;
 - (ii) implementation of the Dividend Policy;
 - (iii) managing fluctuations in interests rates and commodity prices (hedging) and investment of financial assets;
 - (iv) estimated capital costs and operating costs to be incurred during the applicable calendar year;
 - (v) estimated production of products;
 - (vi) estimated revenues;
 - (vii) amounts and timing of expected cash requirements for the Company, including for any smelter project and expansion projects; and
 - (viii) such other items that the Finance Committee may deem necessary or desirable.

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- (f) No later than 20 days following preparation of the draft annual financial plan the Finance Committee shall hold a meeting to review the draft annual financial plan and either:
 - (i) approve the draft annual financial plan, after which it will be referred to:
 - (A) the Board of Directors; and, if applicable,
 - (B) the Shareholders if it includes an activity that constitutes a Reserved Matter under Clause 8.3(f),for a decision, and once approved by the Board of Directors and, if applicable, the Shareholders it will be the Annual Financial Plan for the applicable year (the “**Annual Financial Plan** ”); or
 - (ii) not approve the draft annual financial plan, and set out reasons why the draft annual financial plan was not approved.
 - (g) If the Finance Committee does not approve the draft annual financial plan, then the Finance Committee must prepare a revised draft annual financial plan that still meets the requirements of Clause 7.1(e), but addresses the reasons stated by the Finance Committee as to why it did not approve the draft annual financial plan pursuant to Clause 7.1(f)(ii). The Finance Committee shall hold a meeting to review the revised draft annual finance plan in which case either the provisions of Clause 7.1(f)(i) or Clause 7.1(f)(ii) will apply,
 - (h) The Finance Committee may prepare updates to the Annual Financial Plan each quarterly period during the currency of the Annual Financial Plan. Any updates to the Annual Financial Plan must meet the requirements of Clause 7.1(e) and be approved in accordance with Clause 7.1(f) before they are effective.
 - (i) Actions that are not approved in the Annual Financial Plan and constitute a deviation to the LTIP require Shareholder approval as a Reserved Matter pursuant to Clause 8.3(f); *provided* that the Operating Committee, Finance Committee and the Company may take actions that constitute a deviation to the then-current Annual Financial Plan without Shareholder approval in the following circumstances:
 - (i) the plan or action does not constitute a Significant Deviation to the LTIP; or
 - (ii) the action is a Non-Discretionary Action.

7.2 Meetings

- (a) The Finance Committee shall hold a regularly scheduled meeting at least once every calendar quarter, and at such times as determined by a majority of the

members of the Finance Committee, to review the operations of the Company and studies related to the Company's financial affairs.

- (b) Any member of the Finance Committee may call a special meeting by notice to the other members of the Finance Committee in accordance with Clause 7.3 (“ **Finance Committee Special Meeting** ”).
- (c) The Finance Committee may hold meetings by means of telephone or video conference or similar, so long as all Persons participating in the meeting can hear one another, and such participation will constitute the presence of such Person for the purposes of determining whether a quorum has been met.

7.3 **Notice of Meeting**

Notice of a meeting of the Finance Committee stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each member of the Finance Committee by telephone, electronic mail or facsimile no less than five Business Days before the date of the meeting, or in the case of a Finance Committee Special Meeting, no less than ten Business Days before the date of the meeting, or if the meeting is to consider an Emergency Situation, a reasonable time before the date of the meeting (which, for the avoidance of doubt, may be less than five Business Days).

7.4 **Quorum**

- (a) A quorum of the Finance Committee shall consist of a majority of the total number of members of the Finance Committee, however no Finance Committee meeting shall be considered to have a quorum unless at least one representative of each of Freeport (for as long as Freeport holds at least 25% of the outstanding Ordinary Shares) and the Inalum Group (for so long as the Inalum Group holds at least 25% of the outstanding Ordinary Shares) is in attendance. Each Shareholder must use reasonable efforts to cause its representatives to attend or participate in each meeting and no Shareholder shall withhold the presence or participation of its representatives to forestall decisions of the Finance Committee.
- (b) If a quorum is not present within 30 minutes from the scheduled start of a meeting:
 - (i) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a Business Day; and
 - (ii) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.
- (c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.

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- (d) The only matters that may be considered at the adjourned meeting are matters which were included in the notice provided in relation to the original meeting under Clause 7.2(c).

7.5 Voting

Each member of the Finance Committee will have one vote, and all actions of the Finance Committee will be decided by Majority vote. A Shareholder Representative on the Finance Committee shall be entitled to cast votes on behalf of any other Shareholder Representative on the Finance Committee nominated by the same Shareholder(s), that is not in attendance at any meeting by virtue of a power of attorney.

7.6 Minutes of Meetings

Minutes of the meetings of the Finance Committee shall be drawn up by a Person present at the meeting designated by the meeting attendees and shall be signed by all members of the Finance Committee present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Finance Committee shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Finance Committee or if it is issued by the notary who has drawn up the minutes concerned.

7.7 Deadlock Matters

- (a) Subject to Clauses 7.7(b) and 7.7(c), Deadlock Matters in respect of the Finance Committee will be referred to the Board of Directors for consideration.
- (b) In respect of a Deadlock Matter in respect of the Finance Committee relating to the approval of a recommendation to the Board of Directors of a draft annual financial plan, the Deadlock Matter will be resolved by the Finance Committee being deemed to recommend to the Board of Directors the draft annual financial plan provided it satisfies the criteria set out in Clauses 9.3(a)(iv)(A) to 9.3(a)(iv)(E).
- (c) In respect of a Deadlock Matter in respect of the Finance Committee relating to:
- (i) the approval of a Reserved Matter, such Deadlock Matter will be referred to the Shareholders pursuant to Clause 8.3(f);
 - (ii) the approval of the manner in which any operating or capital costs to be incurred by the Company will be funded that is not set out or considered in the Annual Financial Plan, such Deadlock Matter will be resolved by the Finance Committee being deemed to approve that any operating or

capital costs to be incurred by the Company will be funded by a cash capital contribution by the Shareholders; and

- (iii) the approval of a recommendation to the Board of Directors of any distributions or dividends, which Deadlock Matter will be resolved by the Board of Directors being deemed to approve any distribution or dividend that is in accordance with the Dividend Policy or schedule 9.

7.8 Removal and Vacancies

A Shareholder entitled to appoint a particular number of members to the Finance Committee shall have the right to remove from the Finance Committee any such member appointed by such Shareholder and to fill vacancies in the office of such a member of the Finance Committee appointed by such Shareholder.

8. SHAREHOLDER MATTERS

8.1 Meetings

- (a) The Company shall hold a general meeting of the shareholders of the Company annually, and no later than six months following the end of each fiscal year.
- (b) The Board of Directors shall convene a general meeting of shareholders at the written request of the Board of Commissioners, or at the written request of one or more shareholders representing (whether jointly or individually) at least 10% of the total Ordinary Shares (which may consist of one or more Shareholders). Any such written request by shareholders must be sent by registered mail, stating the matter to be discussed together with the reasons, with a copy submitted to the Board of Commissioners.
- (c) A circular resolution in writing signed by or on behalf of all the Shareholders shall be as valid and effective for all purposes as a resolution passed by the Shareholders at a meeting duly convened, held and constituted.

8.2 Quorum

A quorum for any meeting of the shareholders of the Company shall consist of holders of two-thirds of the total outstanding Ordinary Shares being present or represented at the meeting, unless Applicable Law as in effect on the date of this Agreement or in effect from time to time hereafter requires a higher quorum (including any meeting for the approval of (i) any merger, amalgamation, acquisition, spin-off, bankruptcy filing, extension of the period of establishment of the Company or dissolution of the Company or (ii) grant of a security interest over more than 50% of the Company's assets in any fiscal year, in each case which shall require at least 75% of the outstanding Ordinary Shares to be present or represented at the applicable shareholders meeting in order to constitute a quorum). If the required quorum is not

met, a second meeting will be convened at which the same quorum requirement will apply.

8.3 Voting Thresholds

- (a) Each Share will carry one vote on both a show of hands and a poll at any Shareholder meeting. The chairman at any Shareholder meeting shall not be entitled to a second or casting vote.
- (b) Subject to Clauses 8.3(d), 8.3(e) and 8.3(f), all actions of the shareholders of the Company shall require the affirmative vote of at least two-thirds of the votes cast by eligible Shareholders at a duly-convened meeting of the Shareholders at which a quorum is present.
- (c) Except in relation to the matters set out in Clauses 8.3(d), 8.3(e) and 8.3(f), and subject to the terms of this Agreement, each of the Shareholders agrees to vote their shares and to exercise their rights under the Articles and the Indonesian Company Law to:
 - (i) support the decisions of the Board of Directors (including to follow recommendations made by the Operating Committee and Finance Committee under delegated authority from the Board of Directors) and the Board of Commissioners;
 - (ii) uphold the agreed governance structure set forth in this Agreement; and
 - (iii) ensure compliance with this Agreement and Applicable Laws.
- (d) The approval of any amendment to the Articles shall require the affirmative vote representing at least two-thirds of the outstanding Ordinary Shares.
- (e) The approval of the following shall require the affirmative vote of at least 75% of the votes cast by eligible Shareholders at the applicable Shareholders' meeting:
 - (i) any merger, amalgamation, acquisition, spin-off, bankruptcy filing, extension of the period of establishment of the Company or any Company Subsidiary or dissolution of the Company or any of the Company Subsidiaries;
 - (ii) any grant of a security interest over more than 50% of the Company's consolidated assets in any fiscal year;
 - (iii) any dismissal of any member of the Board of Commissioners or Board of Directors of the Company or any of the Company Subsidiaries; and
 - (iv) Reserved Matters.

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- (f) Inalum Group shall have the right to approve the following actions at a general meeting of Shareholders (or by written resolution), prior to such actions being taken, provided that, at the time consent is required, Inalum Group holds at least 25% of the outstanding Ordinary Shares (each such action, a “**Reserved Matter**”):
- (i) approval of any draft annual operating plan or draft annual financial plan, or any amendment thereto that includes an action or expense that is a Significant Deviation to the LTIP (other than Significant Deviations resulting from Non-Discretionary Actions); provided that, to the extent any draft annual operating plan required to be approved pursuant to this Clause 8.3(f)(i) is not approved, the Shareholders shall work in good faith to develop and approve an alternative draft annual operating plan, and, prior to the time at which such alternative draft annual operating plan is agreed, the Company shall continue to operate prudently in the ordinary course to continue developing the projects identified by the LTIP and to incur costs to protect the value of the resources as contemplated by the LTIP;
 - (ii) any change in the Company’s share capital;
 - (iii) any material modification of the purpose of the Company or duration of the Company, including by way of merger or division of the Company, the sale of all or substantially all of the assets and liabilities of the Company, or proposal that the Company be dissolved or subject to receivership or administration;
 - (iv) any grant of a security interest over more than 50% of the Company’s consolidated assets in any fiscal year;
 - (v) any proposed change in the residency of the Company for tax purposes;
 - (vi) any proposal to materially amend, waive any material right under or terminate the Company’s special mining business permit (the “**IUPK**”);
 - (vii) any incurrence of indebtedness for borrowed money which:
 - (A) exceeds US\$1 billion in aggregate and would cause the Interest Coverage Ratio to fall below two to one; or
 - (B) is not on arms’ length terms;
 - (viii) any acquisition or disposition (in each case, whether of stock or assets, whether affected by purchase, sale, merger or otherwise):
 - (A) in excess of US\$250 million; or
 - (B) that is not on arms’ length terms;

in each case other than the acquisitions relating to the Grasberg Smelter (as identified in the LTIP);

(ix) any transactions with any Shareholder or Affiliate of a Shareholder, other than:

(A) the entry into Shareholder Loans; and

(B) the Freeport Services Agreement and a revolving credit note (including any drawdowns thereunder) (substantially in the form set out on schedule 8),

however any material amendment to or termination (other than a termination in accordance with the terms of such agreements) of such agreements or loans requires the consent of Inalum Group pursuant to this Clause 8.3(f); or

(x) payment of any dividends other than in accordance with the Dividend Policy or schedule 9.

A series of related transactions shall be construed as a single transaction, and any amounts involved in such series of related transactions shall be aggregated, to determine whether a matter is a Reserved Matter.

8.4 Deadlock Matters

In the event a Deadlock Matter in respect of the Shareholders occurs, Clause 9 shall apply.

8.5 Provisions of the Articles

Each Shareholder agrees to vote all of its Ordinary Shares or execute proxies or written consents, as the case may be, and to take all other actions necessary, to ensure that the Articles do not at any time conflict with, any provision of this Agreement.

8.6 Implementation of the LTIP, Dividend Policy, Annual Operating Plan and Annual Financial Plan

The Shareholders acknowledge and agree that the implementation of the LTIP, the Dividend Policy (and any dividends required by schedule 9), the Annual Operating Plan and the Annual Financial Plan by the Board of Commissioners, Board of Directors, Operating Committee, Finance Committee or any committee of any of the foregoing is in the best interests of the Company.

9. DEADLOCK

9.1 Referral to Shareholder senior executives for good faith discussion

(a) If a Deadlock Matter in respect of:

- (i) the Shareholders; or
- (ii) the Board of Commissioners,

(each, a “ **Relevant Deadlock Matter** ”) occurs, then either Freeport or Inalum Group (for as long as they hold at least 25% of the outstanding Ordinary Shares) may by giving notice to the other Shareholders (a “ **Deadlock Notice** ”) refer the Relevant Deadlock Matter to the Chief Executive Officer of each Shareholder (or a person with delegated authority from the Chief Executive Officer provided that such delegate has full authority to resolve the Relevant Deadlock Matter) (the “ **Deadlock Appointees** ”).

- (b) Any Deadlock Notice must set out:
 - (i) the fact that a Relevant Deadlock Matter has occurred and the background for the Relevant Deadlock Matter as understood by that Shareholder;
 - (ii) the proposed resolution and the dates on which the meeting of the Shareholders or the meeting of the Board of Commissioners (as applicable) was held; and
 - (iii) the proposed dates, times and places (being within 28 days from the date of the Deadlock Notice) for the Deadlock Appointees to meet and discuss in good faith to attempt to resolve the Relevant Deadlock Matter.
- (c) Within 14 days from receipt of the Deadlock Notice by all Deadlock Appointees, the Deadlock Appointees shall discuss in good faith with a view to resolving the Relevant Deadlock Matter and shall, in good faith and within 30 days of receipt of a Deadlock Notice by all Deadlock Appointees, schedule two meetings, with at least one meeting being in person, at a venue agreed by the Deadlock Appointees.
- (d) If a Deadlock Appointee intends to be accompanied at the meeting by an attorney and/or a consultant, each other Deadlock Appointee shall be given written notice of such intention at least three (3) Business Days in advance and may also be accompanied at the meeting by an attorney and/or a consultant.

9.2 Ultimate Deadlock Matters

If a Relevant Deadlock Matter is not finally resolved in accordance with Clause 9.1 within 30 days of receipt of a Deadlock Notice by all Deadlock Appointees:

- (a) and a relevant Ultimate Deadlock Resolution applies, the Relevant Deadlock Matter shall be exclusively and ultimately resolved in accordance with the applicable Ultimate Deadlock Resolution;

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- (b) and if no relevant Ultimate Deadlock Resolution applies, the matter will not be resolved unless the Shareholders otherwise agree and the Relevant Deadlock Matter will not proceed.

9.3 Ultimate Deadlock Resolutions

- (a) Relevant Deadlock Matters that are not finally resolved in accordance with Clause 9.1 within 30 days of receipt of a Deadlock Notice by all Deadlock Appointees will be exclusively and ultimately resolved as follows:
 - (i) in respect of the distribution of dividends (including interim dividends), the distribution of dividends that are in accordance with the Dividend Policy or schedule 9;
 - (ii) in respect of the approval of any annual financial statements to be used in the annual report by the Board of Commissioners, the approval of financial statements that have been audited;
 - (iii) in respect of the approval of the Annual Operating Plan, the approval of an Annual Operating Plan that:
 - (A) is in the prescribed format for the Annual Operating Plan;
 - (B) adheres to Applicable Laws;
 - (C) is consistent with the Corporate Policies;
 - (D) has been approved by the Operating Committee in accordance with this Agreement; and
 - (E) does not Significantly Deviate from the LTIP,and if the Annual Operating Plan does Significantly Deviate from the LTIP (and does not fall within an exception in Clause 6.1(h)), it will be a Reserved Matter and this Ultimate Deadlock Resolution mechanism will not apply; and
 - (iv) in respect of the approval of any Annual Financial Plan, the approval of an Annual Financial Plan that:
 - (A) is in the prescribed format of the Annual Financial Plan;
 - (B) adheres to Applicable Laws;
 - (C) is consistent with the Corporate Policies;
 - (D) is consistent with the approved Annual Operating Plan; and
 - (E) does not Significantly Deviate from the LTIP,

and if the Annual Financial Plan does Significantly Deviate from the LTIP, it will be a Reserved Matter and this Ultimate Deadlock Resolution mechanism will not apply.

- (b) The Shareholders, the Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee and any other committee of the Company established in accordance with this Agreement must each, to the extent required by (and subject to) all Applicable Laws or otherwise, and acting in the best interests of the Company, take all such action and do all such things (including pass any resolution or sign or date any document) necessary to effect any Ultimate Deadlock Resolution that applies under the provisions of this Agreement.

9.4 Operation of the Company ' s Business

Each Party acknowledges and agrees that:

- (a) the existence of any Deadlock Matter does not have the effect of relieving or excusing any Party from the performance of any obligation under this Agreement and each Party must continue to perform such obligations as and when required under this Agreement during any period in which a deadlock persists; and
- (b) without limiting Clause 9.4(a), each Shareholder must:
 - (i) procure that its senior executive officers discuss any Relevant Deadlock Matter in accordance with Clause 9.1; and
 - (ii) at all times, comply with, and discharge its obligations under Applicable Law, the Articles and this Agreement.

10. DIVIDEND POLICY AND FUNDING

10.1 Dividend Policy

The Dividend Policy will be as set out in schedule 6.

10.2 Funding

- (a) Funding shall be undertaken by the Company in accordance with Annual Financial Plans.
- (b) All capital calls made by the Company shall be funded in the manner set forth in Section 3.05 of schedule 9.

10.3 Shareholder Loans

- (a) With respect to any funding needs of the Company or any Company Subsidiary and to the extent provided for in the Annual Financial Plan, the

Company may request Shareholders to contribute funds pursuant to unsecured shareholder loans (each, a “**Shareholder Loan**”). The principal and interest on Shareholder Loans shall be repaid in priority to any dividends to the Shareholders; provided that all Shareholder Loans made to fund obligations relating to the Grasberg Smelter shall not be repayable until after the Initial Period.

- (b) No Shareholder shall be obliged to provide funds in respect of cash calls under Clause 10.2(b); provided that in the event any other Shareholder is willing to provide the Company with the funds sufficient to meet the obligations required by such capital call, all Shareholders who fund such capital call shall be required to fund such capital call by way of a Shareholder Loan at an interest rate of LIBOR plus 6% per annum.

10.4 **Financial Records for the Company to be Kept**

The Company must keep and maintain written financial records that:

- (b) correctly record and explain the financial position, financial performance and cash flows of the Company (including all capital and operating costs that accrue); and
- (c) would enable true and fair financial accounts for the Company to be prepared and audited.

10.5 **Preparing Accounts for the Company**

The Finance Committee must arrange for the preparation of and provide to the Board of Directors and Board of Commissioners:

- (a) management accounts for the Company for each quarter detailing the financial position of the Company as at the end of the quarter and for the fiscal year to date;
- (b) financial accounts for the Company for each quarter, including the following financial statements in respect of those accounts:
 - (i) balance sheet;
 - (ii) profit and loss statement; and
 - (iii) cash flow statement; and
- (c) that comply with all applicable accounting standards and generally accepted accounting principles in Indonesia. The functional currency of the Company shall be United States dollars.

10.6 Audit

- (a) The Company must ensure that the financial accounts for the Company for each fiscal year are audited within 90 days after the end of the fiscal year. The auditor of the Company shall be the same as the auditor of the ultimate parent company of Freeport; *provided* that the auditor appointed by the ultimate parent company of Freeport is a “big four” accounting firm.
- (b) A Shareholder may, (no more than once in each fiscal year and at that Shareholder’s own expense), cause an audit of the financial accounts for the Company to be conducted by notifying the Company and each other Shareholder at least 14 days before the start of the audit.
- (c) To the extent necessary to facilitate the conduct of any audit under this Clause 10.6, the Company must facilitate reasonable access by the auditors to all information reasonably requested, at all reasonable times and on reasonable prior written notice.

10.7 Reports for the Directors and Commissioners

The Board of Directors must ensure that the Company prepares and provides to the Board of Directors and Board of Commissioners within 60 days after the end of each fiscal year a detailed management report which includes:

- (a) the management accounts for the fiscal year prepared by the Company under Clause 10.4;
- (b) details of the activities and operations of the Company conducted during the fiscal year;
- (c) a comparison of the activities and operations conducted by the Company during, and the financial position and financial performance of the Company as at the end of, the fiscal year with the targets and budgeted performance in the relevant approved Annual Operating Plan and Annual Financial Plan together with an explanation for any significant differences between them;
- (d) details of any factors having the potential to affect the targets, projections or budgeted performance contained in the currently relevant approved Annual Operating Plan and Annual Financial Plan for the fiscal year;
- (e) details of any key events and developments relating to the Company; and
- (f) any other information as may be reasonably required by any Director or commissioner to allow the Board of Directors or the Board of Commissioners, as applicable, to understand the financial affairs of the Company and to control the efficient operation of the Company.

10.8 Reports for Shareholders

- (a) The Company must give the Shareholders within 90 days after the end of each fiscal year a detailed annual report which includes the audited financial accounts and financial statements for the fiscal year prepared by the Company under Clause 10.5(b) and audited under Clause 10.6.
- (b) The Company must give the Shareholders a copy of all minutes of meetings confirmed pursuant to this Agreement in respect of meetings of the Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee and any other committees created under this Agreement, promptly after completion of the relevant meeting.
- (c) The Company must give the Shareholders all material returns and reports (and each other return and report as requested) submitted to the Government of Indonesia under the IUPK, within a reasonable time before the latest day for such submission to permit time for review by the Shareholders, provided that tax returns shall not be required to be provided by the Company under this Clause 10.8(c).
- (d) The Company must give each Shareholder all financial or other information, including Mining Information and any relevant information produced or provided to the Company by a third party (including any Persons that are not Affiliates of the Company or either Shareholder), as the Shareholder may from time to time request in writing.
- (e) The Company must upon reasonable prior notice by a Shareholder, permit representatives of that Shareholder at all reasonable times during normal working hours to inspect and obtain copies of all documents, records and accounts under the control of the Company or the Company Subsidiaries, provided that the frequency and duration of inspections shall be without undue hindrance to the proper conduct of the operations or activities of the Company and the Company Subsidiaries.

10.9 Request for Additional Information

A Shareholder may request the Company to provide it, and subject to Clause 10.10, the Company must provide the Shareholder, with information relating to the affairs of the Company in addition to the information referred to in Clause 10.8.

10.10 Supplementary Information

Subject to any Applicable Law and the Company's obligations under Clauses 10.7 and 10.8, the Company is not required to provide any Shareholder with any information with respect to the Company (" **Supplementary Information** ") unless:

- (a) a written request is made by a Shareholder to the Board of Directors; and

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- (b) the request is approved by the Board of Directors, such approval to be considered within 15 days of the request and not to be unreasonably withheld.

10.11 Access to Operations

At all reasonable times and upon reasonable notice, the Company will allow each Shareholder, at its sole risk and expense, and subject to reasonable safety regulations, to inspect the assets of the Company and the Company Subsidiaries and observe the operations of the Company, so long as the inspecting Shareholder does not unreasonably interfere with the operations of the Company.

11. RESTRICTIONS ON TRANSFER

11.1 General Restrictions on Transfer

- (a) Subject to Applicable Law, Ordinary Shares are not Transferable by the holders thereof without the consent of the other Shareholders, unless (i) at the time of and as a condition to any such Transfer, the transferee agrees to comply with the restrictions and obligations set forth in this Agreement as if it were the transferor by executing an Adherence Agreement and (ii) prior to the consummation of an IPO, Freeport complies with Clause 11.2 with respect to any Transfer by Freeport to a Person other than (A) a Qualifying Mining Company or (B) any of Freeport's Affiliates; (iii) prior to the consummation of an IPO, Inalum Group complies with Clause 11.2 with respect to any Transfer by Inalum Group to a Person other than any of Inalum Group's Affiliates. The provisions of Clause 11.2 shall terminate upon the consummation of an IPO and thereafter the Parties shall be free to Transfer their Ordinary Shares, subject to clause (i) of the preceding sentence to the extent the transferee of such Ordinary Shares shall be assigned any rights of the transferring Party hereunder.
- (b) Notwithstanding any other provision of this Agreement, the Company must not register a Transfer of Ordinary Shares to any person who is not a Party (each such person, an "**Incoming Shareholder**") in its shareholders register, unless and until that person executes and delivers to the Company an Adherence Agreement.
- (c) The Parties acknowledge and agree that, upon the delivery to the Company of an Adherence Agreement executed by the Incoming Shareholder, the Incoming Shareholder shall be deemed to be a party to and to be bound by this Agreement as a Shareholder, and shall accordingly (without prejudice to any antecedent liabilities of the transferor of the Ordinary Shares acquired by the Incoming Shareholder (if applicable)) be entitled to all rights available to, and bound by all obligations applicable to, a holder of the class of shares in the Company acquired by the Incoming Shareholder and shall be otherwise bound by and entitled to the benefit of this Agreement.

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- (d) Any attempt to Transfer any Ordinary Shares not in compliance with this Agreement shall be null and void *ab initio*, and the Company shall not, and shall cause any transfer agent not to, give any effect in the Company's stock records to such attempted Transfer.

11.2 Pre-emption Rights

- (a) If Freeport or a member of the Inalum Group (“**Transferor**”) intends to transfer, other than, in the case of Freeport, to a Qualifying Mining Company or, in the case of either Freeport or Inalum Group, any of such Transferor's Affiliates, any or all of its Ordinary Shares (“**Transfer Shares**”), it must, prior to the completion of such transfer, give a notice (“**Transfer Notice**”) to the other (the “**Non-transferring Shareholders**”) and the Company that specifies:
- (i) the number of Ordinary Shares it intends to transfer (which must not be less than 5% of the issued Ordinary Shares);
 - (ii) the price at which it is willing to transfer the Transfer Shares (which must be a cash price only) (“**Transfer Price**”); and
 - (iii) all other material terms on which the Transferor is willing to transfer the Transfer Shares (which shall include an acknowledgement that certain Authorisations may be required to effect the transfer of the Transfer Shares).
- (b) A Transfer Notice is irrevocable once given, unless the Non-transferring Shareholders agree otherwise.
- (c) The Transfer Notice is an offer by the Transferor to sell all (but not less than all) of the Transfer Shares to the Non-transferring Shareholders in proportion to their Percentage Interests (determined as at the date of the Transfer Notice) at the Transfer Price and on the other terms set out in the Transfer Notice (the “**Offer**”).
- (d) The Non-transferring Shareholders may accept the Offer as to all (but not less than all) of the Transfer Shares (which may be conditional on the relevant Non-transferring Shareholder obtaining applicable Authorisations) by giving a notice (“**Transfer Acceptance Notice**”) to the Transferor and the Company within 30 days after the Transfer Notice is given (“**Offer Period**”), as long as such acceptance does not breach Government Regulation No. 23 of 2010 on the Implementation of Mineral and Coal Mining Business Activities and MEMR Regulation No. 9 of 2017 on the Share Divestment Procedures and the Mechanism to Determine the Price of the Divestment Share in Mineral and Coal Mining Business Sectors, each as amended from time to time. For the avoidance of doubt, the Non-transferring Shareholders shall not be permitted to assign their rights in the Transfer Acceptance Notice as the transferee of the Transfer Shares, other than to an Affiliate of the Non-transferring Shareholders.

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- (e) If the Non-transferring Shareholders accept the Offer (whether or not conditional on the relevant Non-transferring Shareholders obtaining applicable Authorisations) under this Clause 11.2:
- (i) the Transferor and the Non-transferring Shareholders must enter into the documentation necessary to effect the transfer on the terms set forth in the Transfer Notice and complete the sale and purchase of the Transfer Shares on the latest of:
 - (A) the day which is 10 days after all Authorisations required by the Non-transferring Shareholders in respect of the transfer of the Transfer Shares, as set out in the Transfer Acceptance Notice are obtained, provided that if such Authorisations are not obtained within 90 days of the Transferor receiving the Transfer Acceptance Notice, then the Transfer Acceptance Notice shall lapse and the Transferor shall be permitted to transfer the Transfer Shares pursuant to Clause 11.2(f); and
 - (B) any other date the Shareholders agree on in writing before the date in Clause 11.2(e)(i)(A); and
 - (ii) at completion of the relevant transfer, the Non-transferring Shareholders must pay (or ensure its Affiliate pays) the Transfer Price by wire transfer of immediately available funds.
- (f) If the Non-transferring Shareholders do not accept the Offer by the expiry of the Offer Period, the Transferor may transfer the Transfer Shares:
- (i) to any Person;
 - (ii) at a price no less than the Transfer Price; and
 - (iii) on terms no more favourable in the aggregate to such Person than the terms set out in the Transfer Notice,

within (i) if the Non-transferring Shareholders did not accept the Offer by the expiry of the Offer Period, three (3) months after the end of the Offer Period or (ii) if the Non-transferring Shareholders accepted the Offer, but the transaction between the Transferor and the Non-transferring Shareholders failed to close as contemplated by Clause 11.2(e)(i)(A), three (3) months after the end of the 90 day period contemplated by Clause 11.2(e)(i)(A); *provided*, in each case, that if any Authorisations are required to complete such transfer, such three (3) month period shall be extended (by no longer than 12 months) to allow for such Authorisations to be obtained.

11.3 Legends

In addition to any other legend that may be required, each certificate for Ordinary Shares issued to any Shareholder shall bear a legend in substantially the following form:

“This security is subject to restrictions on transfer as set forth in the shareholders agreement to which the company is a party, as amended from time to time, copies of which may be obtained upon request from the company or any successor thereto, and this security may not be voted or offered, sold, pledged or otherwise transferred except in compliance therewith.”

12. IPO

12.1 General

- (a) Subject to Clause 12.1(b), the Parties acknowledge and agree that the Parties shall cause a public offering of a mutually agreed portion of the Ordinary Shares on at least the Indonesian Stock Exchange, at a valuation to be approved by the Board of Directors (“**IPO**”) one (1) year after the later to occur of:
 - (i) the end of the Initial Period; and
 - (ii) completion of construction of the Grasberg Smelter,provided that suitable market conditions prevail such that the IPO will not directly cause a devaluation of the Shareholders’ respective interests in the Company held via their Ordinary Shares (or of any other Shares that have been issued at that time) and at least 51% of Ordinary Shares are owned by Indonesian Persons following the IPO.
- (b) To the extent that more than one Shareholder participates in the IPO, the Parties agree to discuss in good faith the extent, if any, to which each Party will participate in the IPO.
- (c) The IPO will be carried out on the basis that the governance regime between Freeport, Inalum and PTIPMM in respect of the Company reflected in this Agreement can continue in all material respects, and, if such governance regime cannot continue in all material respects following an IPO, no IPO shall occur without the written consent of each Party (which may be withheld by each Party in its sole discretion).
- (d) The Parties acknowledge that, to the extent required by Applicable Law and the rules of any stock exchange on which the Shares are intended to be admitted, the governance regime between Freeport, Inalum and PTIPMM in respect of the Company reflected in this Agreement will need to be disclosed in the prospectus relating to the IPO.

12.2 Process

The Shareholders shall sign such documents as may be necessary to effect the IPO. All payments received for the IPO shall be credited to the Shareholders in proportion to their Percentage Interests.

13. DEVELOPMENT OF GRASBERG SMELTER

- (a) The Shareholders acknowledge and agree it is the Company's intention to:
 - (i) develop (including through joint venture arrangements) the Grasberg Smelter in accordance with Applicable Laws, the IUPK and applicable Authorisations (including in respect of timing);
 - (ii) ensure the development of the Grasberg Smelter is on terms that provides commercial benefit to the Company; and
 - (iii) fund the development of the Grasberg Smelter through third party financing.
- (b) To the extent the Company develops the Grasberg Smelter through a joint venture or similar arrangement with any third party, the Company must ensure it Controls the joint venture vehicle or arrangement (as applicable).
- (c) Inalum Group shall be permitted to appoint a designee to serve on the project team for the Grasberg Smelter.
- (d) The Finance Committee shall review the proposed structure, financing and long-term sales contract for the Grasberg Smelter prior to submitting such proposed structure, financing and long-term sales contract for Board of Directors approval.

14. SALES AND MARKETING

- (a) During the Initial Period, sales and marketing activities shall be performed in accordance with the Services Agreement, which Services Agreement will include obligations on the counterparty:
 - (i) that the Company will have the right for a representative of the Company (such representative to be nominated by the Board of Directors) to be part of the team that performs the sales and marketing services under the Services Agreement (including the right to attend all meetings with counterparties or proposed to any product sales arrangements);
 - (ii) to provide sales and marketing training to the Company; and

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- (iii) to provide the Company will full disclosure of all sales, marketing and financial data in respect of sales of products by or on behalf of the Company.
 - (b) Prior to the end of the Initial Period, the Parties agree that the Company shall establish a sales and marketing department with the capability to undertake and oversee the marketing of excess copper concentrate (above Grasberg Smelter consumption) with the assistance of Freeport marketing representatives, and oversee and administer any contract for the supply of concentrate to the Grasberg Smelter with the assistance of Freeport marketing representatives.

15. SHAREHOLDERS ' ACTIVITIES OUTSIDE THE CONTRACT AREA

15.1 Shareholders ' Activities Outside the Contract Area

- (a) Every Shareholder shall have the right independently to engage in and receive full benefits from business activities outside the Contract Area, whether or not in competition with the Company, without consulting the other Shareholders, and without prejudice to the generality of the foregoing, to the extent that the first-mentioned Shareholder requires the use of the assets of the Company or support services provided by the Company, the other Shareholders agree to discuss and take under consideration having the Company make available and charge to the first-mentioned Shareholder the direct and allocable costs of providing such assets and services; and
- (b) no Shareholder shall have any obligation to the other Shareholders under this Agreement with respect to any opportunity to acquire any property outside the Contract Area at any time, or within the Contract Area after the termination of this Agreement.

16. CONFIDENTIALITY

- (a) Each Party agrees that Confidential Information furnished and to be furnished to it has been and may in the future be made available in connection with such Shareholder's investment in the Company. Each Party agrees that it shall use, and that it shall cause any Person to whom Confidential Information is disclosed pursuant to Clause 16(a)(i) to use, the Confidential Information only in connection with the relevant Shareholder's investment in the Company and not for any other purpose. Each Shareholder further acknowledges and agrees that it shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:
 - (i) to Representatives of the Shareholder in the normal course of the performance of their duties or to any financial institution providing credit to such Shareholder, provided that such Shareholder's Representatives are bound to keep such disclosed Confidential Information confidential;

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- (ii) to the extent required by Applicable Law or any national securities exchange or made by any Shareholder in connection with its or its Affiliates' ordinary course public reporting to the extent required by any Applicable Law or the rules of any recognised stock exchange;
 - (iii) to any Person to whom such Shareholder is contemplating a Transfer of its Ordinary Shares; provided that such potential transferee is advised of the confidential nature of such information and agrees to be bound by a confidentiality agreement consistent with the provisions hereof;
 - (iv) to any regulatory authority or rating agency to which such Shareholder or any of its Affiliates is subject or with which it has regular dealings; provided that such authority or agency is advised of the confidential nature of such information;
 - (v) to the extent related to the tax treatment and tax structure of the transactions contemplated by this Agreement (including all materials of any kind, such as opinions or other tax analyses that the Company, its Affiliates or its Representatives have provided to such Shareholder relating to such tax treatment and tax structure); provided that the foregoing does not constitute an authorization to disclose the identity of any existing or future party to the transactions contemplated by this Agreement or their Affiliates or Representatives, or, except to the extent relating to such tax structure or tax treatment, any specific pricing terms or commercial or financial information; or
 - (vi) if the prior written consent of the Shareholders has been obtained.
- (b) Nothing contained herein shall prevent (i) the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or any Shareholder or (ii) any commissioner or member of the Board of Directors nominated by a Shareholder providing Confidential Information to the Shareholder that nominated him or her or such Shareholder's Representatives.

17. MISCELLANEOUS

17.1 Indemnification

- (a) Subject to Clause 17.1(b), the Company shall indemnify, and hold harmless, each Shareholder (and its Affiliates and its and their respective directors, officers, managers, contractors, employees and agents) (collectively, the “**Indemnified Parties**”) from and against any and all damage, loss, liability and expense (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) incurred by any of the Indemnified Parties before, on or after the date of this Agreement (collectively, the “**Indemnified Liabilities**”), arising out of any actual or threatened action, cause of action,

suit, proceeding or claim arising directly or indirectly out of such Indemnified Party's ownership of Ordinary Shares, status as a stockholder or actual, alleged or deemed control or ability to influence the Company or any of the Company Subsidiaries or the actual or alleged act or omission of any commissioner on the Board of Commissioners designated by such Indemnified Party (other than any such Indemnified Liabilities that arise out of any breach of this Agreement by such Indemnified Party); *provided* that if and to the extent that the foregoing undertaking may be unavailable or unenforceable for any reason, the Company hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under Applicable Law. The rights of any Indemnified Party to indemnification hereunder will be in addition to any other rights any such Person may have under any other agreement or instruction to which such Indemnified Party is or becomes a party or is or otherwise becomes a beneficiary or under law or regulation or under the Articles or the organizational documents of any of the Company Subsidiaries and shall extend to such Indemnified Party's successors and assigns. Each of the Indemnified Parties shall be a third party beneficiary of the rights conferred to such Indemnified Party in this Clause 17.

- (b) The Company shall not indemnify and hold harmless Freeport (and Affiliates and its and their respective its directors, officers, managers, contractors, employees, and agents) or any party seeking to claim through Freeport, in respect of any damage, loss, liability and expense to the extent relating to the period before the date of this Agreement.

17.2 Governance and Compliance

- (a) The Board of Commissioners, the Board of Directors, the Operating Committee, the Finance Committee, all other committees of the Company established pursuant to this Agreement and Shareholders will exercise their respective rights to ensure that the Company maintains and adheres to adequate policies and procedures to promote good corporate governance, including without limitation in respect of professional corporate conduct and environmental matters, corporate social responsibility, internal controls and compliance with Indonesian and international standards of lawful and ethical behaviour (“ **Corporate Policies** ”).
- (b) Any Shareholder, the Board of Directors, Board of Commissioners or committee may request to change the Corporate Policies, which change will require approval of the Shareholders. To the extent the change is required to ensure the Company or any Shareholder is compliant with any Applicable Law, the Shareholders must vote in favour of the change, except to the extent that the change would cause another Shareholder or the Company to be in breach of any Applicable Law. To the extent the Shareholders have approved a change to the Corporate Policies, the members of the Board of Directors and Board of Commissioners (as applicable) must vote in favour of the change.

17.3 Anti-bribery and Corruption

- (a) Each of the Shareholders shall exercise all rights and powers available to it in relation to the Company so as to endeavour to ensure that neither the Company nor any of its directors, officers, agents, employees, consultants and contractors, or any other person acting on its behalf has or will (a) offer, promise, pay, authorize, or take any act in furtherance of any offer, promise, payment or authorization of payment of anything of value to any Person of Concern for the purpose of securing discretionary action or inaction or a decision of a Government Official(s), influence over discretionary action of a Government Official(s), or an improper advantage; or (b) take any action otherwise inconsistent with or prohibited by the substantive prohibitions or requirements of any of the Anti-Bribery and Corruption Laws, in connection with any matter relating to this Agreement.
- (b) In the performance of their obligations under this Agreement, each Party will cause its officers, directors, agents, employees, consultants, contractors, and other persons acting on their behalf, to (a) comply strictly with all Applicable Laws, including not offering, promising, paying, authorizing, or taking any act in furtherance of any offer, promise, payment or authorization of payment of anything of value to any Person of Concern for the purpose of securing discretionary action or inaction or a decision of a Government Official(s), influence over discretionary action of a Government Official(s), or an improper advantage; and (b) take no action otherwise inconsistent with or prohibited by the substantive prohibitions or requirements of any Applicable Law, in connection with any matter relating to this Agreement.
- (c) Each Party hereby agrees that in the performance of its obligations under this Clause 17.3, it shall take appropriate steps to cause Company and its officers, directors, agents, employees, consultants and contractors to implement and maintain while this Agreement is in effect policies and procedures designed to ensure compliance with all Applicable Laws, including the Anti-Bribery and Corruption Laws.

17.4 Sanctions

Each Party certifies that neither it nor any of its principals or owners, nor any of their respective subcontractors and their respective principals or owners, nor any other Person who will provide services under this Agreement, are listed on the Specially Designated Nationals, Specially Designated Terrorists, and/or Specially Designated Narcotic Traffickers lists maintained by the Office of Foreign Asset Controls, United States Department of Treasury or with whom a person bound by any similar sanctions administered or enforced by, or based upon the obligations and authorities of the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

17.5 International Human Rights

Each of the Shareholders shall exercise all rights and powers available to it in relation to the Company so as to ensure that the Company and the Company Subsidiaries respect International Human Rights. The Company shall (i) promptly investigate any allegations of International Human Rights violations allegedly caused by Company or any subcontractor or subsidiary of the Company, (ii) notify the complainant of the results of that investigation, and (iii) take appropriate remedial action where such investigations confirm International Human Rights violations have occurred.

17.6 Representations, Warranties and Undertakings

Each Shareholder makes the following representations and warranties to the other Shareholder as at the date of this Agreement:

- (a) (**status**) it is a corporation validly existing under the laws of the place of its incorporation;
- (b) (**power**) it has the power to enter into and perform its obligations under this Agreement and to carry on its business as now conducted or contemplated;
- (c) (**authorisations**) it holds each Authorisation (and is complying with any conditions to which any Authorisation is subject) that is necessary to:
 - (i) enable it to properly execute and perform its obligations under this Agreement;
 - (ii) ensure that this Agreement is legal, valid, binding and admissible in evidence; and
 - (iii) enable it to properly carry on its business as it is now being conducted;
- (d) (**binding obligations**): this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application related to the enforcement of creditors' rights generally and general principles of equity;
- (e) (**transactions permitted**): the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
 - (i) any law to which it or any of its property is subject or any order of any Government Authority that is binding on it or any of its property;
 - (ii) contravene any Authorisation;
 - (iii) contravene any agreement binding on it or any of its property;

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- (iv) contravene the Articles; or
 - (v) require it to make any payment or delivery in respect of any financial accommodation before it would otherwise be obliged to do so;
 - (f) (**no other trusts**): it is not entering into this Agreement as trustee of any trust or settlement;
 - (g) (**no litigation**): there is no subsisting, pending or, to the knowledge of such Shareholder, threatened litigation, arbitration, dispute or administrative proceeding in relation to it or any of its assets or undertakings which would reasonably be expected to have a materially adverse effect on the performance of any obligation under this Agreement; and
 - (h) (**winding up etc.**): it is not subject to any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law.

17.7 **Reliance by Parties**

Each Party acknowledges that each of the other Parties has entered into this document in reliance on the representations and warranties in, or given under, this document.

17.8 **Partnership**

Nothing contained or implied in this Agreement shall constitute or be deemed to constitute an association, trust or partnership between, or impose a trust or partnership duty, obligation or liability, on or with regard to the Parties and none of the Parties shall have any authority to bind or commit any other Party.

17.9 **Agency**

Except as otherwise expressly provided herein, nothing in this Agreement shall be construed so as to constitute any Party the agent or legal representative of any other Party for any purpose. No Party has any right or authority to assume or create in any way any obligation of any kind or to make any warranty or representation, express or implied, in the name or on behalf of any other Party.

17.10 **Binding Effect, Assignability and Benefit**

- (a) This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and permitted assigns. Any Shareholder that ceases to own beneficially any Ordinary Shares shall cease to be bound by the terms hereof (other than Clauses 16, 17.11, 17.15 and 17.17).
- (b) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any Party pursuant to any Transfer of Ordinary Shares or otherwise, except to any Incoming Shareholder

acquiring Ordinary Shares from any Shareholder in a Transfer in compliance with Clause 11.1.

- (c) Except as otherwise set forth herein, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the Parties, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17.11 Notices

All notices, requests and other communications to any Party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or email transmission so long as receipt of such email is requested and received:

if to the Company to:

PT Freeport Indonesia
Jl. HR. Rasuna Said Kav. X-7 No. 6
Jakarta 12940 Indonesia
Attention: Rob Schroeder
Tony Wenas
Email: rschroed@fmi.com
twenas@fmi.com

with a copy to Freeport at the address listed below.

if to Freeport, to:

Freeport-McMoRan Inc.
333 North Central Avenue
Phoenix, Arizona 85004
Attention: Kathleen Quirk
Email: kquirk@fmi.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Marc O. Williams
Fax: (212) 701-5800
Email: marc.williams@davispolk.com

and

Freeport-McMoRan Inc.
333 North Central Avenue

Phoenix, Arizona 85004
Attention: Douglas Currault
Email: dcurrault@fmi.com

if to Inalum or PTIPMM, to:

The Energy Building
16th Floor Sudirman
Central Business District
Lot 11A Jl. Jend.
Sudirman Kav. 52-53
Jakarta, Indonesia
Attention: Elizabeth Silalahi, General Counsel
Email: elizabeth.silahahi@inalum.id

with copies to:

Ashurst LLP
12 Marina Boulevard
#24-01, Marina Bay Financial Centre Tower 3
Singapore 018982
Attention: Simon Brown
Fax: +65 6221 5484
Email: simon.brown@ashurst.com

Oentoeng Suria & Partners
Level 37, Equity Tower
Sudirman Central Business District
Jl. Jend. Sudirman Kav. 52-53
Attention: Ratih (Ipop) Nawangsari
Fax: +65 62 212 903 5360
Email: ratih.nawangsari@oentoengsuria.com

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether courier or otherwise, made within two Business Days after the date of such facsimile transmissions.

Any Person that becomes a Shareholder shall provide its address, fax number and email address for notice purposes to the Company, which shall promptly provide such information to each other Shareholder.

Any notice given to a Party in accordance with this Clause 17.11 will not be invalid if that notice is not delivered to a Person entitled to receive a copy.

17.12 Waiver, Amendment and Termination

- (a) No provision of this Agreement may be amended, waived or otherwise modified except by an instrument in writing executed by each of the Parties at the time of such proposed amendment or modification. In addition, any Party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by the Party against whom the waiver is to be effective.
- (b) This Agreement shall terminate and be of no further force or effect upon the earliest to occur of:
 - (i) only one person holds all shares of the Company;
 - (ii) the dissolution, liquidation or winding up of the Company; and
 - (iii) the mutual written agreement of all Parties.
- (c) Any Shareholder that Transfers (in accordance with the terms of this Agreement) all of its, and owns no, Ordinary Shares shall immediately cease to be a Shareholder and shall no longer be a party to this Agreement (in its capacity as a Shareholder); provided, however, that such Shareholder:
 - (i) shall not thereby be relieved of its liability for breach of this Agreement prior to such time or from any obligations under this Agreement not related to its capacity as a Shareholder;
 - (ii) shall retain any rights with respect to a breach of this Agreement by any other Person prior to such time;
 - (iii) shall retain the right to indemnification hereunder; and
 - (iv) shall not thereby be relieved of any of its obligations under Clause 11.1 or 16.

17.13 Close-down

- (a) The Company must not Close-down the operations of the Company without unanimous consent of the Shareholders.
- (b) Immediately following the agreement of the Shareholders to Close-down the operations of the Company, the Company must carry out the activities required to shut down and rehabilitate the operations of the Company and the assets of the Company, which include:

-
- (i) arranging to provide a Close-down plan and an estimate of the costs of the Close-down as at the anticipated date of Close-down, including the cost of satisfying all rehabilitation obligations and outstanding or anticipated liabilities of the Company and the Company Subsidiaries (“ **Estimated Shutdown Costs** ”); and
 - (ii) taking steps to dispose of the assets of the Company (other than any assets of the Company or amount that must be retained to satisfy rehabilitation obligations and outstanding liabilities).
- (c) The Company must fund the costs of Close-down in the following order:
- (i) *first* , with cash held by the Company and any cash deposited pursuant to government regulations, as such funds are made available;
 - (ii) *second* , proceeds from the sale of the assets of the Company; and
 - (iii) *third* , if there remains a shortfall of funds to meet the costs of Close-down, issuing a cash call to the Shareholders to fund the shortfall in proportion to their Percentage Interest.
- (d) If after Close-down the Company retains any of its assets, such assets will be sold and the proceeds of sale, together with any remaining cash, shall be distributed to the Shareholders in proportion to their Percentage Interest after first satisfying out of any Shareholders’ share, any liabilities owed by that Shareholder to the Company.

17.14 Fees and Expenses

All costs and expenses incurred in connection with the preparation of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses.

17.15 Default

- (a) A Shareholder becomes a “ **Defaulter** ” if it fails to comply with any of its material obligations under this Agreement, other than a failure to provide capital in accordance with Clause 10.2 (an “ **Event of Default** ”).
- (b) The Company must notify all the Shareholders immediately after it becomes aware:
 - (i) of anything, which in the Company’s reasonable opinion, is likely to result in a Shareholder committing an Event of Default or an Event of Default occurring in respect of a Shareholder;
 - (ii) that a Shareholder has committed an Event of Default or an Event of Default has occurred in respect of a Shareholder; or

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- (iii) that a Shareholder has remedied an Event of Default, as applicable, and provide relevant details.
- (c) If an Event of Default is committed by or occurs in respect of a Shareholder, the Company must (or any Shareholder may), as soon as practicable after that party becomes aware of the Event of Default, provide to the Defaulter a notice setting out all relevant details of the Event of Default it is aware of. If the Party giving the notice, acting reasonably, considers the Event of Default can be remedied, that party may require the Defaulter to remedy the Event of Default within 45 days after the Defaulter receives the Default Notice (the “**Remedy Period**”). If after the Remedy Period, the party giving the notice considers the Event of Default as not having been remedied, the Parties may proceed to arbitration pursuant to Clause 17.17.
- (d) Following the decision of the tribunal or any arbitrator appointed under Schedule 1 of the Rules in accordance with Clause 17.17 and until such decision is fully paid or otherwise satisfied by the Defaulter, the Defaulter may receive notices of and attend meetings of the Board of Directors, Board of Commissioners, Operating Committee, Finance Committee, and any other committee established under this Agreement, but unless otherwise agreed by each other Shareholder:
- (i) any Shareholder Representative appointed by the Defaulter:
- (A) shall not be taken into account in determining whether a quorum is present and for the purposes of meeting any minimum quorum requirements for any meeting, of Shareholders, any meeting of the Board of Directors, Board of Commissioners or any other committee established under this Agreement will be taken as present, even if not in attendance; and
- (B) shall not be entitled to exercise any right to vote in respect of any matters and resolutions to be approved by the Shareholders or before the applicable Board of Directors, Board of Commissioners or any other committee established under this Agreement;
- (ii) no vote taken or matter decided without that Shareholder Representative of the Defaulter during that period will be invalid for want of that Shareholder Representative’s vote; and
- (iii) any rights of the Defaulter or the Shareholder Representative of the Defaulter under this Agreement (including any rights to vote on any Reserved Matters) shall be suspended.

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- (e) The rights and remedies under this Clause 17.15 are in addition to, and do not take away from any other right or remedy a Shareholder may have at law or in equity.

17.16 Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Indonesia, without regard to the conflicts of laws rules thereof. The Parties waive the provisions of Article 1266 and 1267 of the Indonesian Civil Code to the extent necessary so that this Agreement can be terminated and damages or other compensation may be calculated and become payable without the need for an order of any court. For the avoidance of doubt, the Parties agree that no changes in the laws of the Republic of Indonesia effected after the date hereof shall affect the rights or obligations of the Parties hereunder.

17.17 Dispute Resolution

All disputes arising out of or in connection with this Agreement, including any Event of Default in accordance with Clause 17.15, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“**SIAC**”) in accordance with the Arbitration Rules of SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 17.17 (“**Rules**”). The claimant and the respondent shall nominate one arbitrator each, and the third arbitrator shall be nominated jointly by the two Party-appointed arbitrators. The seat of the arbitration shall be Singapore. The place of the arbitration shall be Singapore. The language of the arbitration shall be English. Notwithstanding Clause 17.15, this Clause 17.17 shall be governed by and interpreted in accordance with Singapore law. Clause 18.14 shall be governed by and interpreted in accordance with Singapore law. Each Party renounces any right it may otherwise have to appeal or seek relief from the award or any decision of the arbitrators contained therein and agrees that, in accordance with Article 60 of Law No. 30 of 1999 of the Republic of Indonesia on Arbitration and Alternative Dispute Resolution (the “**Arbitration Law**”), no Party shall appeal to any court from the award or decision of the arbitrators contained therein. Each Party waives the applicability of Article 48 of the Arbitration Law and agrees that arbitration need not be completed within a specific time.

17.18 Settlement of claims and lawsuits

The Company shall prosecute and defend, but not initiate without approval of the Shareholders any litigation or administrative proceedings arising out of the operations of the Company the outcome of which would reasonably be expected to have a Material Adverse Effect on the Company.

17.19 Counterparts and Effectiveness

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Until and unless each Party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

17.20 Entire Agreement

This Agreement constitutes the entire agreement in relation to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof.

17.21 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

17.22 Further Assurances

Each Party agrees from time to time to execute and deliver any further documents and instruments and do or refrain from doing all such further acts and things as may from time to time reasonably be requested by the other Parties to carry out the terms of this Agreement.

17.23 Sovereign Enforcement Matters

- (a) To the extent that any member of the Inalum Group or Freeport may be entitled in any state or jurisdiction to claim or benefit from any immunity (whether characterized as state immunity, sovereign immunity, act of state or otherwise) now or hereafter for itself or any of its property or assets (which it now has or may hereafter acquire) in respect of its obligations under this Agreement from service of process or other documents relating to proceedings, jurisdiction, suit, judgement, execution, attachment (whether before award or judgement, in aid or execution or otherwise) or legal process or to the extent that in any such jurisdiction there may be attributed to it or any of its property or assets such immunity (whether or not claimed), each member of the Inalum Group and Freeport expressly, unconditionally and irrevocably agrees not

to claim, invoke or permit to be invoked on it or its property or assets' behalf or for it or its property or assets' benefit and hereby expressly, unconditionally and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

- (b) Each member of the Inalum Group and Freeport consents generally in respect of any proceedings to the giving of any relief or the issue of any process in connection with the proceedings, including the enforcement or execution against any property or assets whatsoever (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings.
- (c) Each member of the Inalum Group and Freeport irrevocably and unconditionally acknowledges that the execution, delivery and performance of this Agreement constitutes private and commercial (and not public) acts of such member of the Inalum Group or Freeport, respectively.
- (d) For purposes of this Clause 17.23, the term "Inalum Group" shall include only Inalum and PTIPMM and not any of their respective Affiliates, except to the extent any such Affiliate is a transferee of Ordinary Shares, in which case the provisions of this Clause 17.23 shall apply to such Affiliate.

17.24 Governing Language

- (a) For the purposes of compliance with Law No. 24 of the Republic of Indonesia on the National Flag, Language, Coat of Arms and National Anthem, the Inalum Group and Freeport agree to translate and execute an Indonesian language version of this Agreement and any instrument or other document referred to in this Agreement to which an Indonesian person is a party or signatory, or any amendment to such agreement, instrument or document (Ancillary Documents) other than those which are already made and executed in Indonesian language, promptly in accordance with the terms of this Agreement.
- (b) The Inalum Group and Freeport agree that:
 - (i) the Indonesian language version of this Agreement (other than those which are already made and executed in Indonesian language only), when executed, will be deemed to be effective and valid from the date of the English language version, and both the English language version and the Indonesian language version will be equally authentic. The Inalum Group and Freeport further agree that the execution of the Indonesian language of this Agreement must be undertaken at the latest within 60 days after the date of this Agreement;
 - (ii) in the event of any inconsistency or different interpretation between the Indonesian language version and the English language version of such dual-language documents, the Indonesian language version is deemed

to be automatically amended (with effect from the date of the English language version) to make the relevant part of the Indonesian language version consistent with the relevant part of the English language version;

(iii) the costs and expenses in relation to:

(A) the translation of the English language version into an Indonesian language version;

(B) the preparation and execution of the Indonesian language version; and

(C) any amendments of the Indonesian language version to conform with the English language version as contemplated by this Clause 17.24,

shall be borne 50% by Inalum, on the one hand, and 50% by Freeport, on the other hand (other than costs incurred by a party in review and commenting on such Indonesian language version, which shall be borne by the party incurring such costs); and

(c) each of the Inalum Group and Freeport:

(i) acknowledges that, with its agreement, this Agreement has been negotiated in the English language;

(ii) represents that it has read and fully understands the contents and consequences of this Agreement;

(iii) represents that it has made and entered into this Agreement freely and without duress;

(iv) represents that it has received independent legal advice with regard to this Agreement; and

(v) undertakes that it will not challenge the validity of this Agreement based on any failure to comply with Law No. 24 of the Republic of Indonesia on the National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

PT FREEPORT INDONESIA

By: /s/ Robert Schroeder

Name: Robert Schroeder

Title:

By: /s/ Clayton Wenas

Name: Clayton Wenas

Title:

FREEPORT-MCMORAN INC.

By: /s/ Kathleen Quirk

Name: Kathleen Quirk

Title:

PT INDONESIA PAPUA METAL DAN MINERAL

By: /s/ Ricky Gunawan

Name: Ricky Gunawan

Title:

By: _____

Name:

Title:

PT INDONESIA ASAHAN ALUMINIUM (PERSERO)

By: /s/ Budi G. Sadikin

Name: Budi G. Sadikin

Title:

[Signature Page to Shareholders Agreement]

SCHEDULE 3

Articles

AMENDED & RESTATED

ARTICLES OF ASSOCIATION OF PT. FREEPORT INDONESIA

Article 1 NAME AND DOMICILE

1. This limited liability company shall bear the name of "PT FREEPORT INDONESIA" (hereinafter shall be referred to in these Articles of Association as the "Company"), domiciled in South Jakarta.
2. The name "Freeport" shall be used by the Company based on the approval of FREEPORT- MCMORAN INC.
3. The Company may open branches or representatives in other locations, within or outside the territory of the Republic of Indonesia as may be decided by the Board of Directors.

Article 2 DURATION OF THE COMPANY

The Company is established for an unlimited period, as of the twenty seventh day of December one thousand nine hundred ninety one (27-12-1991), with due observance to the Law Number 25 year two thousand seven (Law No. 25 of 2007) concerning Capital Investment.

Article 3 OBJECTIVES AND PURPOSES AND BUSINESS ACTIVITIES

1. The Company purpose and objective shall be to engage in the mining activities of copper, gold and silver and other associated minerals.
2. In order to achieve the above-mentioned objective and purpose, the Company

PERUBAHAN & PERNYATAAN KEMBALI

ANGGARAN DASAR PT. FREEPORT INDONESIA

Pasal 1 NAMA DAN TEMPAT KEDUDUKAN

1. Perseroan terbatas ini bernama "PT FREEPORT INDONESIA" (selanjutnya dalam Anggaran Dasar ini disebut dengan "Perseroan"), berkedudukan di Jakarta Selatan.
2. Nama "Freeport" dipergunakan oleh Perseroan berdasarkan persetujuan FREEPORT- MCMORAN INC.
3. Perseroan dapat membuka cabang atau perwakilan di tempat lain, baik di dalam maupun di luar Wilayah Republik Indonesia sebagaimana yang ditetapkan oleh Direksi.

Pasal 2 JANGKA WAKTU BERDIRINYA PERSEROAN

Perseroan ini didirikan untuk jangka waktu yang tidak terbatas, dimulai pada tanggal dua puluh tujuh Desember seribu sembilan ratus sembilan puluh satu (27-12-1991), dengan memperhatikan Undang-Undang Nomor 25 tahun dua ribu tujuh (Undang-Undang No. 25 Tahun 2007) tentang Penanaman Modal.

Pasal 3 MAKSUD DAN TUJUAN SERTA KEGIATAN USAHA

1. Maksud dan tujuan Perseroan adalah bergerak dalam bidang pertambangan tembaga, emas dan perak serta mineral ikutannya.
2. Untuk mencapai maksud dan tujuan tersebut di atas, Perseroan dapat

may carry out the following business activities:

- (a) to engage all kinds of exploration, mining, processing, operations in all stages and storage of copper, gold, silver, and associated ores, and mineral, metals and other mineral products;
- (b) to market and sell all products and by-product of the activities mentioned in paragraph (a) of this article, including their exportation at its own expense or account of third parties without prejudice to the required license, if any, from the authorities;
- (c) to import all that is necessary for the realization of the aforementioned activities in paragraph (a) of this article without prejudice to the required license, if any, from the authorities;
- (d) to carry on and develop the operations of the Company in accordance with the Company's long term investment plan (" **LTIP** "), the annual operating plan and annual financial plan for the benefit of the shareholders in accordance with the IUPK;
- (e) to develop and exploit, for the benefit of the shareholders, the assets of the Company and the Company's subsidiaries to produce and sell product and to declare dividends in accordance with the dividend policy;

melaksanakan kegiatan usaha sebagai berikut:

- (a) mengusahakan segala macam eksplorasi, penambangan, pengolahan, pengoperasian pada semua tahap dan penyimpanan bijih-bijih tembaga, emas, perak dan bijih lainnya yang berkaitan serta mineral, logam dan hasil produksi pertambangan lainnya;
- (b) memasarkan dan menjual segala hasil produksi dan hasil sampingan dari kegiatan-kegiatan tersebut pada huruf (a) ayat ini, termasuk mengekspornya, atas biaya Perseroan sendiri atau untuk kepentingan pihak ketiga, tanpa mengurangi izin-izin yang diperlukan, jika ada, dari pihak yang berwenang;
- (c) mengimpor segala sesuatu yang diperlukan untuk dapat melaksanakan kegiatan-kegiatan tersebut pada huruf (a) di atas tanpa mengurangi izin-izin yang diperlukan, jika ada, dari pihak yang berwenang;
- (d) melaksanakan dan mengembangkan operasional Perseroan sesuai dengan rencana investasi jangka panjang (" **LTIP** "), rencana operasional tahunan dan rencana keuangan tahunan untuk keuntungan pemegang saham sesuai dengan IUPK;
- (e) mengembangkan dan mengeksploitasi, untuk keuntungan pemegang saham, aset dari Perseroan dan anak usaha Perseroan untuk memproduksi dan menjual produk dan untuk

- (f) to maximise the value of the operations of the Company and distribute dividends in accordance with the dividend policy; and
- (g) to conduct any other activity agreed unanimously by the shareholders and undertaken by the Company or any of the Company's subsidiaries.

**Article 4
CAPITAL**

1. The authorized capital of the Company amounts Rp. 75,450,850,000 (seventy five billion four hundred fifty million eight hundred and fifty thousand Rupiah) equal to US\$37,915,000 (thirty seven million nine hundred and fifteen thousand United States Dollars), divided into 379,150 (three hundred seventy nine thousand one hundred and fifty) shares, each share having a par value of Rp. 199,000 (one hundred ninety nine thousand Rupiah) equal to US\$100 (one hundred United States Dollars).
2. Of the above authorized capital have been issued and paid up 379,150 (three hundred seventy nine thousand one hundred and fifty) shares or in the aggregate amount of Rp. 75,450,850,000 (seventy five billion four hundred fifty million eight hundred and fifty thousand Rupiah) or equivalent to US\$37,915,000 (thirty seven million nine hundred and fifteen thousand United States Dollars) by all the shareholders, which its details and nominal value will be stated at the end of this deed.
3. Shares that are in deposits, i.e. shares

mendeklarasikan dividen sesuai dengan kebijakan dividen;

- (f) memaksimalkan nilai operasional Perseroan dan mendistribusikan dividen sesuai dengan kebijakan dividen; dan
- (g) melaksanakan aktivitas lain yang disetujui secara penuh oleh pemegang saham dan dilakukan oleh Perseroan atau anak usaha Perseroan.

**Pasal 4
MODAL**

1. Modal dasar Perseroan berjumlah Rp. 75.450.850.000 (tujuh puluh lima milyar empat ratus lima puluh juta delapan ratus lima puluh ribu Rupiah) setara dengan US\$37. 915. 000 (tiga puluh tujuh juta sembilan ratus lima belas ribu Dolar Amerika Serikat), terbagi atas 379.150 (tiga ratus tujuh puluh sembilan ribu seratus lima puluh) saham, masing-masing saham bernilai nominal Rp. 199.000 (seratus sembilan puluh sembilan ribu Rupiah) setara dengan US\$100 (seratus Dolar Amerika Serikat).
2. Dari modal dasar tersebut telah ditempatkan dan disetor penuh sejumlah 379.150 (tiga ratus tujuh puluh sembilan ribu seratus lima puluh) saham dengan nilai nominal seluruhnya sebesar Rp. 75.450.850.000 (tujuh puluh lima milyar empat ratus lima puluh juta delapan ratus lima puluh ribu Rupiah) atau setara dengan US\$37. 915. 000 (tiga puluh tujuh juta sembilan ratus lima belas ribu Dolar Amerika Serikat) oleh semua pemegang saham, yang rincian serta nilai nominal sahamnya akan disebutkan sebelum akhir akta ini.
3. Saham yang ada dalam simpanan,

that are unsubscribed/ unissued shares in portfolio, these shares will be issued by the Company in accordance with the capital requirement of the Company, with the approval of the GMS.

The quorum and the resolution of the GMS in approving the issuance of shares must meet the requirements set out in article 10 of these Articles of Association.

If the Board of Directors believes that the Company requires the issuance of shares that are still in deposits, after obtaining the required approvals under the Shareholders Agreement, the Board of Directors will provide a written offer to the shareholders regarding the number of shares to be issued and the price.

The shareholders whose names are recorded in the Register of Shareholders shall have a pre-emptive right to subscribe for the shares to be issued within a period of 14 (fourteen) days from the date of the offer and each shareholder shall be entitled to subscribe in proportion with their respective shareholding.

If after the offer there are shares which remain to be subscribed, the Board of Directors shall be entitled to offer such remaining shares to any other interested shareholders.

If after the 14 (fourteen) days period from the date of the offer there are shares which are not subscribed the shareholders, the Board of Directors shall be entitled to offer such remaining shares to any other party.

yaitu saham dalam portepel yang belum diambil bagian/dikeluarkan, saham-saham ini akan dikeluarkan oleh Perseroan sesuai dengan persyaratan modal Perseroan, dengan persetujuan RUPS.

Kuorum dan keputusan RUPS untuk menyetujui pengeluaran saham harus memenuhi persyaratan dalam pasal 10 Anggaran Dasar ini.

Apabila Direksi meyakini bahwa Perseroan memerlukan pengeluaran saham-saham yang masih dalam simpanan, setelah memperoleh persetujuan-persetujuan yang diperlukan berdasarkan Perjanjian Pemegang Saham, Direksi akan memberikan penawaran tertulis kepada para pemegang saham sehubungan dengan jumlah saham yang akan dikeluarkan dan harganya.

Para pemegang saham yang namanya tercatat dalam Daftar Pemegang Saham mempunyai hak terlebih dahulu untuk mengambil bagian atas saham yang hendak dikeluarkan itu dalam jangka waktu 14 (empat belas) hari sejak tanggal penawaran dan masing-masing pemegang saham berhak mengambil bagian seimbang dengan jumlah saham yang mereka miliki (proporsional).

Apabila setelah dilakukan penawaran ternyata masih ada sisa saham yang belum diambil bagian, maka Direksi berhak menawarkan sisa saham tersebut kepada pemegang saham lain yang berminat.

Apabila setelah lewat jangka waktu 14 (empat belas) hari terhitung sejak tanggal penawaran masih ada sisa saham yang tidak diambil bagian oleh pemegang saham, Direksi berhak secara bebas menawarkan sisa saham tersebut kepada pihak lain.

**Article 5
SHARES**

1. All shares of the Company shall be registered shares.
2. Indonesian Citizen, Foreign Citizen, Indonesian Legal Entity or Foreign Legal Entity shall be allowed to own the shares and exercise their rights over the shares.
3. Evidence of ownership of shares may be in the form of a share certificate.
4. In the event that the Company does not issue share certificates, then the share ownership may be evidenced by a statement or a note by the Company.
5. If share certificates are issued, then each share is presented by a share certificate.
6. Collective share certificate may be issued as evidence of ownership of 2 (two) or more shares by one shareholder.
7. The share certificates shall at least set out the following:
 - (a) Name and address of the shareholder;
 - (b) Serial number of the share certificate;
 - (c) Nominal value of a share; and
 - (d) Date of issuance of share certificate.
8. The collective share certificates shall at least set out the following:
 - (a) Name and address of the shareholder;
 - (b) Serial number of the collective share certificate;

**Pasal 5
SAHAM**

1. Semua saham Perseroan adalah saham atas nama.
2. Warga Negara Indonesia, Warga Negara Asing, Badan Hukum Indonesia atau Badan Hukum Asing diperbolehkan untuk memiliki saham-saham dan menggunakan hak mereka atas saham-saham.
3. Bukti pemilikan saham dapat berupa suatu surat saham.
4. Dalam hal Perseroan tidak menerbitkan surat saham, pemilikan saham dapat dibuktikan dengan surat keterangan atau catatan yang dikeluarkan oleh Perseroan.
5. Jika dikeluarkan surat saham, maka untuk setiap saham diberi sehelai surat saham.
6. Surat kolektif saham dapat diterbitkan sebagai bukti pemilikan 2 (dua) atau lebih saham yang dimiliki oleh seorang pemegang saham.
7. Pada surat saham harus dicantumkan sekurangnya:
 - (a) Nama dan alamat pemegang saham;
 - (b) Nomor surat saham;
 - (c) Nilai nominal saham; dan
 - (d) Tanggal penerbitan surat saham.
8. Pada surat kolektif saham sekurangnya harus dicantumkan:
 - (a) Nama dan alamat pemegang saham;
 - (b) Nomor surat kolektif saham;

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| <p>(c) Serial number of share certificate and total of share;</p> <p>(d) Nominal value of a share; and</p> <p>(e) Date of issuance of a collective share certificate.</p> <p>9. The company shall only acknowledge one person or one legal entity as the owner of one share.</p> <p>10. If a share, for any reason whatsoever, becomes owned by several persons and/or legal entities then the joint holders shall appoint one of them or other party as their representative and only such representative shall be entitled to carry out and to use all the rights that are given by the law in respect of the said shares.</p> <p>11. As long as the provisions contained in paragraph 10 of this article have not been complied with, the shareholders shall not be entitled to vote at the GMS, and whereas the dividend payment for such share shall be suspended.</p> <p>12. A shareholder shall, by law, abide by these Articles of Association and all the resolutions lawfully adopted at the GMS and the prevailing laws and regulations.</p> <p>13. The share certificate and collective certificates shall be signed by 2 (two) members of the Board of Directors, with due observance to the prevailing laws and regulations.</p> | <p>(c) Nomor surat saham dan jumlah saham;</p> <p>(d) Nilai nominal saham; dan</p> <p>(e) Tanggal penerbitan surat saham kolektif.</p> <p>9. Perseroan hanya mengakui seorang atau satu badan hukum sebagai pemilik dari satu saham.</p> <p>10. Apabila saham karena sebab apapun menjadi milik beberapa orang dan/atau badan hukum, maka mereka yang memiliki bersama-sama itu diwajibkan untuk menunjuk seorang diantara mereka atau pihak lain sebagai perwakilan mereka dan hanya perwakilan tersebut sajalah yang berhak melaksanakan dan mempergunakan hak yang diberikan oleh hukum atas saham tersebut.</p> <p>11. Selama ketentuan dalam ayat 10 pasal ini belum dilaksanakan, maka para pemegang saham tersebut tidak berhak mengeluarkan suara dalam RUPS, dan pembayaran dividen untuk saham itu ditangguhkan.</p> <p>12. Seorang pemegang saham harus, menurut hukum, tunduk kepada Anggaran Dasar dan kepada semua keputusan yang diambil dengan sah dalam RUPS serta peraturan perundang-undangan yang berlaku.</p> <p>13. Surat saham dan surat kolektif saham harus ditandatangani oleh 2 (dua) orang anggota Direksi, dengan memperhatikan peraturan perundang-undangan yang berlaku.</p> |
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**Article 6
REPLACEMENT OF SHARE CERTIFICATE**

1. If a share certificate is damaged or no longer usable, then the Board of Directors shall, upon request of the relevant shareholder, issue a substitute

**Pasal 6
PENGANTI SURAT SAHAM**

1. Apabila surat saham rusak atau tidak dapat dipakai lagi, maka Direksi akan, atas permintaan pemegang saham yang berkepentingan,

share certificate, after the damaged or unusable certificate is returned to the Board of Directors.

2. The share certificate as stated in paragraph 1 of this article will then be destroyed and such occurrence will be recorded in the minutes by the Board of Directors and to be subsequently reported at the next GMS.
3. If a share certificate is lost, the Board of Directors will, upon request of the relevant shareholder, issue a substitute share certificate if, in the opinion of the Board of Directors, such loss has been sufficiently proven and with such guarantee as may be considered necessary by the Board of Directors in each particular event.
4. Upon the issuance of the substitute share certificate in accordance with the provisions of this article, the original certificate shall no longer be valid as against the Company.
5. All expenses that have been incurred for the issuance of the substitute share certificate shall be borne by the relevant shareholder who has the interest to obtain the substitute share certificate.
6. The provisions of this article 6 shall be *mutatis mutandis* applicable to the issuance of a substitute collective share certificate.

**Article 7
TRANSFER OF SHARES**

1. Any transfer of shares shall be based on a deed of transfer signed by the transferor and the transferee or their legal proxy.

The document on the transfer of shares must be in a form determined by and acceptable to the Board of Directors except as otherwise required by law.

mengeluarkan surat saham pengganti, setelah surat saham yang rusak atau tidak dapat dipakai tersebut diserahkan kembali kepada Direksi.

2. Surat saham sebagaimana dimaksud dalam ayat 1 pasal ini akan dimusnahkan dan tindakan tersebut akan dicatat dalam berita acara oleh Direksi untuk dilaporkan dalam RUPS berikutnya.
3. Apabila surat saham hilang, maka Direksi akan, atas permintaan pemegang saham yang berkepentingan, mengeluarkan surat saham pengganti apabila, menurut pendapat Direksi, kehilangan tersebut telah cukup dibuktikan dan dengan jaminan yang mungkin dipandang perlu oleh Direksi dalam setiap peristiwa tertentu.
4. Setelah pengganti surat saham tersebut dikeluarkan sesuai dengan ketentuan pasal ini, maka asli surat saham tidak berlaku lagi terhadap Perseroan.
5. Semua biaya untuk pengeluaran pengganti surat saham itu ditanggung oleh pemegang saham terkait yang berkepentingan untuk memperoleh surat saham pengganti.
6. Ketentuan dalam pasal 6 ini juga berlaku *mutatis mutandis* bagi pengeluaran pengganti surat kolektif saham.

**Pasal 7
PEMINDAHAN HAK ATAS SAHAM**

1. Pemindahan hak atas saham harus berdasarkan akta pemindahan hak yang ditandatangani oleh yang memindahkan dan yang menerima pemindahan atau kuasanya yang sah.

Dokumen tentang pemindahan hak atas saham harus dalam bentuk yang ditentukan dan dapat diterima oleh Direksi, kecuali jika ketentuan

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- hukum mewajibkan yang lain.
2. The deed of transfer of shares referred to in paragraph 1 of this article or its copy shall be submitted to the Company.
 3. In case of a transfer of one or more shares, the original owner registered in the Company's shareholders registry shall be considered as the owner thereof until the name of the new owner is registered.
 4. Each transfer of share shall be recorded in the register of shareholders as well as on the transferred share certificate(s), which records must be signed in writing or signed by way of facsimile signature by 2 (two) members of the Board of Directors with due observance to the prevailing laws and regulations.
 5. Subject to the provisions of these Articles of Association and any amendments thereto, the Shareholders Agreement or stock purchase/sale agreement which has been put on file with the Board of Directors and approved in the GMS and except as otherwise required by law, the Board of Directors by giving reason thereof may refuse to register the transfer of shares in the share register of the Company if the procedures determined by the Board of Directors are not met or if one or more of the requirements for transfer of shares are not fulfilled.
 6. Notwithstanding anything to the contrary in these Articles of Association, the Board of Directors (i) may not refuse to register a transfer of shares made in accordance with the
2. Akta pemindahan hak atas saham sebagaimana dimaksud dalam ayat 1 pasal ini atau salinannya disampaikan kepada Perseroan.
 3. Jika terjadi pemindahan hak atas satu saham atau lebih, maka pemilik asal yang terdaftar dalam daftar pemegang saham Perseroan akan tetap dianggap sebagai pemilik saham atas saham-saham yang bersangkutan sampai nama pemilik baru didaftarkan.
 4. Setiap pemindahan hak atas saham akan dicatatkan baik dalam daftar pemegang saham maupun pada surat saham yang dipindahkan hak, pendaftaran mana harus ditandatangani secara tertulis oleh atau ditandatangani melalui faksimili oleh 2 (dua) orang anggota Direksi, dengan memperhatikan peraturan perundang-undangan yang berlaku.
 5. Tunduk pada ketentuan Anggaran Dasar ini dan perubahannya, Perjanjian Pemegang Saham atau perjanjian jual/beli saham yang telah didaftarkan pada Direksi dan disetujui oleh RUPS dan kecuali jika hukum mewajibkan cara yang lain, maka Direksi dengan menyebutkan alasannya dapat menolak untuk mendaftarkan pemindahan hak atas saham dalam daftar pemegang saham apabila prosedur yang telah ditetapkan oleh Direksi tidak diikuti atau salah satu atau lebih persyaratan untuk pemindahan hak atas saham tidak terpenuhi.
 6. Tanpa mengecualikan ketentuan yang bertentangan dalam Anggaran Dasar ini, Direksi (i) tidak dapat menolak untuk mendaftarkan pemindahan hak atas saham yang dilakukan sesuai dengan Perjanjian Pemegang Saham dan peraturan perundang-undangan yang berlaku, dan (ii) tidak dapat mendaftarkan

- Shareholders Agreement and the prevailing laws and regulations, and (ii) may not register a transfer of shares that is not made in accordance with the Shareholders Agreement.
7. If the Board of Directors declines to register any transfer of shares, it shall within 30 (thirty) days after the date the request for such registration was received by the Board of Directors, send to the prospective transferor and transferee a notice of such refusal.
 8. Transfers of shares may only be effected if all of the provisions of these Articles of Association and the Shareholders Agreement have been complied with, without prejudice to the prevailing laws and regulations.
 9. Commencing as of the day of the notice for a GMS until the day of the GMS, no transfers of rights of shares shall be effected.
 10. A person or party who obtains shares due to inheritance, or dissolution of a shareholder or due to any other reasons which cause the ownership of shares to be transferred in accordance with the law, by submitting evidence regarding the obtaining of such shares, he/she may submit a written request to the Board of Directors to be recorded as a shareholder.
 11. Subject to paragraph 7 of this article, the registration referred to in paragraph 11 of this article may be done only if the Board of Directors accept such evidence, without prejudice to the provisions of these Articles of Association and approval from the competent authority (if necessary).
- pemindahan hak atas saham yang tidak dilakukan sesuai dengan Perjanjian Pemegang Saham.
7. Jika Direksi menolak untuk mendaftarkan suatu pemindahan hak atas saham, Direksi berkewajiban dalam waktu 30 (tiga puluh) hari setelah tanggal permintaan pendaftaran tersebut diterima oleh Direksi, untuk mengirimkan baik kepada calon pihak yang akan memindahkan hak atas saham maupun kepada calon pihak yang akan menerima pemindahan hak atas saham suatu pemberitahuan tentang penolakan tersebut.
 8. Pemindahan hak atas saham hanya diperbolehkan apabila semua ketentuan dalam Anggaran Dasar ini dan Perjanjian Pemegang Saham telah dipenuhi, dengan tidak mengurangi peraturan perundang-undangan yang berlaku.
 9. Mulai hari panggilan RUPS sampai dengan hari RUPS, pemindahan hak atas saham tidak diperkenankan.
 10. Orang atau pihak yang memperoleh hak atas saham akibat pewarisan, atau pembubaran pemegang saham atau karena sebab lain yang menyebabkan kepemilikan saham beralih menurut hukum, dengan mengajukan bukti tentang perolehan hak atas saham tersebut, dapat mengajukan permohonan tertulis kepada Direksi untuk didaftarkan sebagai pemegang saham.
 11. Dengan tunduk pada ayat 7 pasal ini, pendaftaran sebagaimana dimaksud dalam ayat 10 pasal ini dapat dilakukan hanya apabila Direksi menerima bukti tersebut, tanpa mengurangi ketentuan dalam Anggaran Dasar ini dan persetujuan dari instansi yang berwenang (jika diperlukan).

12. As long as the provision set forth in paragraph 11 of this article has not been complied with, the vote cast in the GMS for the said share shall be deemed as invalid, and whereas the payment of the dividends on the said share shall be suspended.

Article 8
GENERAL MEETING OF SHAREHOLDERS

1. The General Meeting of Shareholders of the Company shall be:
 - (a) The Annual General Meeting of Shareholders; and
 - (b) Other General Meeting of Shareholders, hereinafter referred to as extraordinary.
2. The term General Meeting of Shareholders (“GMS”) in these Articles of Association shall mean both annual GMS and the extraordinary GMS, unless expressly stated otherwise.
3. The Annual GMS must be held no later than 6 (six) months after each financial year of the Company ends.
4. At the Annual GMS:
 - (a) The Board of Directors shall present:
 - the annual report which has been reviewed by the Board of Commissioners for approval of GMS; and
 - the financial report to be ratified by the GMS; and
 - (b) Subject to the dividend policy and the provisions in the Shareholders Agreement of the

12. Selama ketentuan dalam ayat 11 pasal ini belum dipenuhi, suara yang diberikan dalam RUPS untuk saham tersebut akan dianggap tidak sah, dan pembayaran dividen atas saham tersebut ditunda.

Pasal 8
RAPAT UMUM PEMEGANG SAHAM

1. Rapat Umum Pemegang Saham Perseroan adalah:
 - (a) Rapat Umum Pemegang Saham Tahunan; dan
 - (b) Rapat Umum Pemegang Saham lainnya, yang selanjutnya disebut juga luar biasa.
2. Istilah Rapat Umum Pemegang Saham (“RUPS”) dalam Anggaran Dasar ini yaitu RUPS tahunan dan RUPS luar biasa, kecuali dengan tegas ditentukan lain.
3. RUPS Tahunan wajib diadakan dalam jangka waktu paling lambat 6 (enam) bulan setelah setiap tahun buku Perseroan berakhir.
4. Dalam RUPS Tahunan:
 - (a) Direksi menyampaikan:
 - laporan tahunan yang telah ditelaah oleh Dewan Komisaris untuk mendapat persetujuan RUPS; dan
 - laporan keuangan untuk disetujui oleh RUPS; dan
 - (b) Tunduk pada kebijakan dividen dan ketentuan-ketentuan dalam Perjanjian

Company, the appropriation of profit shall be determined, if the Company has a positive balance of net profit.

- (c) Other matters validly brought to the GMS by shareholders with voting rights in accordance with the provisions of these Articles of Association and the Shareholders Agreement shall be resolved.
5. The approval of the annual report and the ratification of the financial report by the Annual GMS shall constitute the granting of a full discharge and release to the members of the Board of Directors and the Board of Commissioners from their responsibilities for management and supervision during the past book year to the extent such actions are reflected in the annual report and the ratification on the financial report.
 6. An extraordinary GMS may be held at any time as necessary to discuss and decide upon matters affecting the Company, excluding matters stipulated in paragraph 4 a and 4 b of this article, with due observance to the prevailing laws, the Shareholders Agreement and these Articles of Association.
 7. An Extraordinary GMS shall be convened by the Board of Directors at the written request of the Board of Commissioners, or at the written request of one or more shareholders representing (whether jointly or individually) at least 10% of the total issued shares (which may consist of one or more shareholders). Any such written request by shareholders must be sent by registered mail, stating the matter to be discussed together with the reasons,
- Pemegang Saham Perseroan, penggunaan laba akan ditentukan, jika Perseroan mempunyai saldo laba yang positif.
- (c) Hal-hal lain yang secara sah dibawa ke dalam RUPS oleh para pemegang saham dengan hak suara sesuai dengan ketentuan dalam Anggaran Dasar ini dan Perjanjian Pemegang Saham harus diputuskan.
5. Persetujuan laporan tahunan dan pengesahan laporan keuangan oleh RUPS Tahunan berarti memberikan pelunasan dan pembebasan tanggung jawab sepenuhnya kepada anggota Direksi dan Dewan Komisaris atas pengurusan dan pengawasan yang telah dijalankan selama tahun buku yang lalu sejauh tindakan tersebut tercermin dalam laporan tahunan dan pengesahan laporan keuangan.
 6. RUPS luar biasa dapat diselenggarakan sewaktu-waktu berdasarkan kebutuhan untuk membahas dan menentukan mata acara rapat yang mempengaruhi Perseroan, kecuali mata acara rapat yang dimaksud dalam ayat 4 a dan 4 b dari pasal ini, dengan memperhatikan peraturan perundang-undangan yang berlaku, Perjanjian Pemegang Saham dan Anggaran Dasar ini.
 7. RUPS Luar Biasa dapat diselenggarakan oleh Direksi atas permintaan tertulis dari Dewan Komisaris, atau atas permintaan dari satu atau lebih pemegang saham yang mewakili (baik bersama-sama maupun sendiri-sendiri) paling sedikit 10% dari total saham yang dikeluarkan (yang dapat terdiri dari satu atau lebih pemegang saham). Setiap permintaan tertulis dari pemegang saham tersebut harus

with a copy submitted to the Board of Commissioners.

8. In the event that the Board of Directors and Board of Commissioners fail to convene a GMS at such time as has been stipulated, the shareholders whom represent at least 10% (ten percent) of the total amount of the shares having valid voting rights shall be entitled to call the Annual GMS themselves at the Company's expense after obtaining a permit therefore from the Chairman of the District Court whose jurisdiction includes the Company's domicile, without prejudice to the prevailing laws and regulations.

Article 9

PLACE AND NOTICE AND CHAIRMAN OF THE GENERAL MEETING OF SHAREHOLDERS

1. The GMS must be held at the place of domicile or other place of business of the Company.
2. The notice of the GMS must be made in writing and dispatched directly or by registered post not less than 14 (fourteen) days prior to the date of the GMS, excluding the date of the notice and the date of the GMS, except where all the shareholders with valid voting rights are present or represented at the GMS.
3. The notice of the GMS must state the day, date, time, place and agenda of the GMS together with a notice that the materials to be discussed at the GMS are available at the Company's office as from the date of the notice until the date of the GMS. The notice of the Annual GMS also must state that the annual report as mentioned in article 19 paragraph 5 is available in the Company's office.

dikirimkan melalui surat tercatat, yang menyatakan masalah yang akan dibahas bersama dengan alasannya, dengan sebuah salinan dikirimkan kepada Dewan Komisaris.

8. Apabila Direksi atau Dewan Komisaris lalai untuk menyelenggarakan RUPS pada waktu yang telah ditentukan, maka pemegang saham yang memiliki sedikitnya 10% (sepuluh persen) dari total jumlah saham dengan hak suara yang sah berhak menyelenggarakan sendiri RUPS Tahunan atas biaya Perseroan setelah mendapat izin dari Ketua Pengadilan Negeri yang daerah hukumnya meliputi tempat kedudukan Perseroan, dengan tidak mengurangi peraturan perundang-undangan yang berlaku.

Pasal 9

TEMPAT DAN PEMANGGILAN DAN PIMPINAN RAPAT UMUM PEMEGANG SAHAM

1. RUPS diadakan di tempat kedudukan Perseroan atau di tempat Perseroan melakukan kegiatan usaha.
2. Pemanggilan RUPS dibuat secara tertulis dan dikirimkan langsung atau melalui pos tercatat tidak kurang dari 14 (empat belas) hari sebelum tanggal RUPS diadakan, tidak termasuk tanggal pemanggilan dan tanggal RUPS diadakan, kecuali jika semua pemegang saham dengan hak suara yang sah hadir atau diwakili dalam RUPS.
3. Panggilan RUPS harus mencantumkan hari, tanggal, jam, tempat dan acara RUPS, dengan disertai pemberitahuan bahwa bahan yang akan dibicarakan dalam RUPS tersedia di kantor Perseroan mulai dari hari dilakukan pemanggilan sampai dengan tanggal RUPS diadakan. Pemanggilan RUPS Tahunan harus pula mencantumkan bahwa laporan tahunan sebagaimana

dimaksudkan dalam pasal 19 ayat 5 telah tersedia di kantor Perseroan.

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| 4. | The notice of the GMS will state that the shareholders eligible to attend the GMS are the ones who are listed in the shareholders registry of the Company at the date which is due not less than 16 (sixteen) days, and not more than 60 (sixty) days prior to the said date of the GMS, as determined by the party who calls for the GMS. | 4. | Dalam panggilan RUPS akan dicantumkan pemberitahuan bahwa pemegang saham yang berhak hadir dalam RUPS adalah para pemegang saham yang namanya tercatat dalam daftar pemegang saham Perseroan pada tanggal yang jatuhnya tidak kurang dari 16 (enam belas) hari, akan tetapi tidak lebih dari 60 (enam puluh) hari sebelum tanggal RUPS yang bersangkutan, sebagaimana ditentukan oleh pihak yang memanggil RUPS. |
| 5. | If all the shareholders with valid voting rights are present and/or represented at the GMS, prior notice as referred to in paragraph 2 of this article is not required and the GMS can be held at any place within the territory of the Republic of Indonesia and shall be entitled to take binding decision provided that all shareholders approve in a unanimous vote. | 5. | Apabila semua pemegang saham dengan hak suara yang sah hadir dan/atau diwakili dalam RUPS, maka pemanggilan terlebih dahulu seperti dimaksud dalam ayat 2 pasal ini tidak dibutuhkan dan RUPS dapat diselenggarakan dimanapun juga dalam wilayah Republik Indonesia dan berhak mengambil keputusan yang mengikat dengan ketentuan bahwa semua pemegang saham menyetujui dengan suara bulat. |
| 6. | (a) In addition to the GMS as described in paragraph 1, the GMS may be held through teleconference, video conference or other electronic facilities which enables all those attending the GMS to directly hear and participate in the GMS. | 6. | (a) Sebagai tambahan atas RUPS sebagaimana dideskripsikan dalam ayat 1, RUPS dapat juga dilakukan melalui media telekonferensi, video konferensi atau melalui sarana elektronik lainnya yang memungkinkan semua peserta RUPS mendengar dan berpartisipasi secara langsung dalam RUPS. |
| | (b) The minutes of meeting in every convention of GMS as referred in this paragraph 6 subsection (a) of this article must be made in writing and circulated to all participating shareholders for approval and signature. | 6. | (b) Berita acara rapat atas setiap penyelenggaraan RUPS sebagaimana disebutkan dalam ayat 6 subseksi (a) dari pasal ini harus dibuat dalam bentuk tertulis dan dibagikan kepada seluruh pemegang saham yang berpartisipasi untuk disetujui dan ditandatangani. |

If the minutes of GMS are drawn in the form of a notarial deed a notary in Indonesia, such approval and signature from the participating shareholders as stipulated above is not required. However, the Company is required to provide the GMS attendance signed by the participating shareholders in the GMS held in this paragraph subsection(a).

Apabila berita acara RUPS dibuat dalam bentuk akta notaris di Indonesia, persetujuan dan tanda tangan dari para pemegang saham yang berpartisipasi sebagaimana disebutkan di atas tidak diperlukan. Akan tetapi, Perseroan diharuskan untuk memberikan daftar hadir RUPS yang ditandatangani oleh para pemegang saham yang berpartisipasi dalam RUPS yang diadakan berdasarkan ayat ini subseksi (a).

7. (a) Unless otherwise provided in these Articles of Association, all GMS shall be presided over by the President Commissioner.
- (b) In case of absence or unavailability of the President Commissioner for any reason, which impediment shall require no evidence to any third party, the GMS shall be presided over by Vice President Commissioner.
- (c) In case of absence or unavailability of the Vice President Commissioner for any reason, which impediment shall require no evidence to any third party, the GMS shall be presided over by one of the other members of the Board of Commissioners.
- (d) If all members of Board of Commissioners are not present or unavailable for any reason, the impediment of which shall require no evidence to any third party, the GMS shall be presided over by the President Director.
- (e) If the President Director is not present or unavailable for any reason which impediment need not to be proven to
7. (a) Kecuali apabila dalam Anggaran Dasar ini ditentukan yang lain, semua RUPS dipimpin oleh Presiden Komisaris.
- (b) Dalam hal Presiden Komisaris tidak ada atau berhalangan karena sebab apapun, hal mana tidak perlu dibuktikan kepada pihak ketiga, rapat dipimpin oleh Wakil Presiden Komisaris.
- (c) Dalam hal Wakil Presiden Komisaris tidak ada atau berhalangan karena sebab apapun, hal mana tidak perlu dibuktikan kepada pihak ketiga, RUPS dipimpin oleh salah seorang anggota Dewan Komisaris.
- (d) Dalam hal semua anggota Dewan Komisaris tidak ada atau berhalangan karena sebab apapun, hal mana tidak perlu dibuktikan kepada pihak ketiga, RUPS dipimpin oleh Presiden Direktur.
- (e) Dalam hal Presiden Direktur tidak ada atau berhalangan karena sebab apapun, hal mana tidak perlu dibuktikan

any third party, the GMS shall be presided over by a member of Board of Directors.

- (f) If all members of the Board of Directors are absent or unavailable impediment of which shall require no evidence to any third party, the GMS shall be presided over by a shareholder or their proxy elected by and from among those present at the GMS.
8. Proposals by shareholders shall be included in the agenda of the GMS, if the proposal concerned has been:
- (a) submitted in writing to the Board of Directors by 1 (one) or more shareholders representing at least 10% (ten percent) of the aggregate number of shares issued by the Company; and
- (b) received by the Board of Directors at least 7 (seven) days prior to the date of sending the notice for the meeting.

Article 10

QUORUM, VOTING RIGHTS AND RESOLUTIONS OF GMS

1. (a) the GMS shall be lawful only if attended by shareholders representing at least 2/3 (two-thirds) of the total issued shares with legal voting rights issued by the Company, unless (i) as stated otherwise in these Articles of Association or (ii) applicable laws then in effect requires a higher quorum.

kepada pihak ketiga, rapat dipimpin oleh seorang anggota Direksi.

- (f) Dalam hal semua anggota Direksi tidak ada atau berhalangan karena sebab apapun, hal mana tidak perlu dibuktikan kepada pihak ketiga, RUPS dipimpin oleh pemegang saham atau kuasanya yang dipilih oleh dari antara mereka yang hadir dalam RUPS.

8. Usul-usul oleh para pemegang saham harus dimasukkan pada acara RUPS, jika usulan tersebut telah :

- (a) diajukan secara tertulis kepada Direksi oleh 1 (satu) atau lebih pemegang saham yang mewakili sedikitnya 10% (sepuluh persen) dari jumlah seluruh saham yang dikeluarkan oleh Perseroan, dan
- (b) diterima oleh Direksi sedikitnya 5 (lima) hari sebelum tanggal dilakukan pemanggilan rapat.

Pasal 10

KUORUM, HAK SUARA DAN KEPUTUSAN RUPS

1. (a) RUPS adalah sah apabila dihadiri oleh pemegang saham yang mewakili setidaknya 2/3 (dua per tiga) bagian dari total seluruh saham dengan hak suara yang sah yang telah dikeluarkan Perseroan, kecuali (i) ditentukan lain dalam Anggaran Dasar ini atau (ii) hukum yang berlaku diwaktu tersebut mewajibkan kuorum yang lebih tinggi.

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- (b) In the event the quorum referred to in paragraph 1(a) of this article is not satisfied, then a notice for a second GMS may be given.
- (c) The notice referred to in paragraph 1(b) shall be sent not less than 7 (seven) days before the date of the second GMS excluding the date of the notice and the second GMS, except where all the shareholders with valid voting rights are present or represented at the second GMS.
- (d) The second GMS shall be held not earlier than 10 (ten) days and not later than 21 (twenty one) days as from the date of the first GMS.
- (e) The second GMS shall be lawful and entitled to adopt binding resolutions if attended by shareholders representing at least 2/3 (two-thirds) of the total issued shares with legal voting rights, unless (i) stated otherwise in these Articles of Association or (ii) applicable law then in effect requires a higher quorum.
- (f) In the event the quorum for the second GMS is not reached, then the quorum shall, upon request by the Company, be determined by the Chairman of a District Court whose jurisdiction covers the domicile of the Company.
- (b) Dalam hal kuorum sebagaimana dimaksud dalam ayat 1(a) pasal ini tidak tercapai, maka diadakan pemanggilan RUPS kedua.
- (c) Pemanggilan sebagaimana yang dimaksud dalam ayat 1(b) harus dilakukan selambatnya 7 (tujuh) hari sebelum RUPS kedua diselenggarakan tidak termasuk tanggal pemanggilan dan tanggal RUPS kedua, kecuali semua pemegang saham dengan hak suara yang sah hadir atau diwakili dalam RUPS kedua.
- (d) RUPS kedua tidak dapat diselenggarakan lebih cepat dari 10 (sepuluh) hari dan lebih lambat dari 21 (dua puluh satu) hari terhitung sejak RUPS pertama dilangsungkan.
- (e) RUPS kedua adalah sah dan berhak mengambil keputusan yang mengikat jika dihadiri oleh pemegang saham yang mewakili setidaknya 2/3 (dua per tiga) bagian dari total seluruh saham yang dikeluarkan dengan hak suara yang sah, kecuali (i) ditentukan lain dalam Anggaran Dasar ini atau (ii) hukum yang berlaku diwaktu tersebut mewajibkan kuorum yang lebih tinggi.
- (f) Dalam hal kuorum untuk RUPS kedua tidak tercapai, maka kuorum harus, berdasarkan permintaan oleh Perseroan, ditentukan oleh Ketua Pengadilan Negeri yang yurisdiksinya mencakup domisili Perseroan.

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| <p>2. Each shareholder may be represented by another shareholder or by other persons by virtue of a power of attorney to attend and vote at the GMS or to sign the resolutions passed in accordance with paragraph 11 of this article.</p> <p>3. The Chairman of the GMS shall have right to request that the power of attorney to represent a shareholder be presented to him/her at the time the GMS is convened.</p> <p>4. At the GMS, each share shall confer the right to its owner to cast 1 (one) vote. The Chairman at the GMS shall not be entitled to a second or casting vote.</p> <p>5. A member of the Board of Directors, Board of Commissioners and any employees of the Company shall be permitted to act as proxy of a shareholder at the GMS, but any votes cast by any such purported proxy shall be null and void.</p> <p>Without prejudice to the aforesaid provisions, a member of the Board of Directors who is a director or an authorized representative of a shareholder of the Company may by virtue of his position with such shareholder represents and casts votes on behalf of such shareholders in GMS.</p> <p>6. Voting regarding an individual shall be made by using a ballot paper which is folded without signature unless decided otherwise by the Chairman of the GMS, without objections from any of the persons who are present in the GMS.</p> <p>7. Blank votes or void votes shall be considered non-existent and shall not</p> | <p>2. Setiap pemegang saham dapat diwakili oleh pemegang saham lain atau orang lain dengan surat kuasa untuk menghadiri dan memberikan suara dalam RUPS atau untuk menandatangani keputusan yang diberikan sesuai dengan ayat 11 pasal ini.</p> <p>3. Ketua RUPS berhak meminta agar surat kuasa untuk mewakili pemegang saham diperlihatkan kepadanya pada waktu RUPS diadakan.</p> <p>4. Dalam RUPS, tiap saham memberikan hak kepada pemiliknya untuk mengeluarkan 1 (satu) suara. Ketua RUPS tidak berhak terhadap suara kedua atau mengeluarkan suara.</p> <p>5. Suatu anggota Direksi, Dewan Komisaris dan setiap karyawan Perseroan harus diizinkan untuk bertindak sebagai kuasa dari suatu pemegang saham dalam RUPS, namun setiap suara yang dikeluarkan oleh kuasa tersebut adalah batal demi hukum.</p> <p>Tanpa mengesampingkan ketentuan yang disebutkan di atas, seorang anggota Direksi yang merupakan seorang Direktur atau seorang perwakilan yang berwenang dari suatu pemegang saham Perseroan dapat dengan posisinya atas pemegang saham tersebut mewakili dan mengeluarkan suara atas nama pemegang saham tersebut dalam RUPS.</p> <p>6. Pemungutan suara mengenai diri orang dilakukan dengan kertas suara yang dilipat dan tidak ditandatangani kecuali jika Ketua RUPS menentukan lain, tanpa ada keberatan dari setiap orang yang hadir dalam RUPS.</p> <p>7. Suara blanko atau suara yang tidak sah dianggap tidak ada dan tidak</p> |
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- be counted in the determination of the number of votes that are cast at the GMS.
8. Unless otherwise provided in these Articles of Association or the Shareholders Agreement, all resolutions of the GMS shall be adopted on the basis of an affirmative vote of at least 2/3 (two-thirds) of the votes legally cast at the GMS.
- Notwithstanding the above, the approval of the following shall require the affirmative vote of at least 3/4 (three-quarter) of the votes legally cast at the GMS:
- (a) any dismissal of any member of the Board of Commissioners or Board of Directors of the Company or any of the Company's subsidiaries; and
- (b) other matters stipulated under the Shareholders Agreement.
9. The manner of voting on any matter shall be as directed by the Chairman of the GMS, unless shareholders representing not less than 1/5 (one-fifth) of the total issued shares demand that voting be by sealed and unsigned written ballot.
- In the event of a tie vote, the resolution concerned shall be deemed to have been defeated.
10. Unless otherwise required by law, all proposals raised by a shareholder during the GMS shall meet the following conditions:
- dihitung dalam menentukan jumlah suara yang dikeluarkan dalam RUPS.
8. Kecuali apabila ditentukan yang lain dalam Anggaran Dasar ini atau Perjanjian Pemegang Saham, semua keputusan dalam RUPS diambil berdasarkan suara setuju sedikitnya 2/3 (dua per tiga) bagian dari jumlah suara yang secara sah dikeluarkan dalam RUPS.
- Tanpa mengenyampingkan ketentuan di atas, persetujuan atas hal-hal berikut ini membutuhkan suara setuju dari paling sedikit 3/4 (tiga per empat) hak suara yang dikeluarkan secara sah dalam RUPS:
- (a) setiap pemberhentian dari anggota Dewan Komisaris atau Direksi Perseroan atau anak perusahaan Perseroan; dan
- (b) hal-hal lain yang disebutkan dalam Perjanjian Pemegang Saham.
9. Cara pemungutan suara tentang segala hal akan dilakukan menurut arahan Ketua RUPS, kecuali apabila pemegang saham yang mewakili paling sedikit 1/5 (satu per lima) bagian dari total saham dengan hak suara sah yang dikeluarkan oleh Perseroan menuntut pemungutan suara dengan kertas suara tertutup yang tidak ditandatangani.
- Dalam hal suara yang berimbang, keputusan yang bersangkutan dianggap ditolak.
10. Kecuali apabila ditentukan yang lain oleh peraturan perundang-undangan, semua usul yang diajukan oleh pemegang saham selama berlangsungnya RUPS harus memenuhi syarat-syarat sebagai berikut:

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| <p>(a) the matters in question shall be directly related to any one of the agenda items;</p> <p>(b) the matters in question shall be raised by shareholder(s) representing at least 1/10 (one-tenth) of the total issued shares of the Company as of the record voting date; and</p> <p>(c) in the opinion of the chairman of the GMS the proposal is directly related to the business of the Company or the governance of the Company.</p> | <p>(a) usul tersebut mempunyai hubungan langsung dengan salah satu mata acara rapat;</p> <p>(b) usul tersebut diajukan oleh pemegang saham yang mewakili paling sedikit 1/10 (satu per sepuluh) bagian dari total saham Perseroan yang telah dikeluarkan sampai pada tanggal pencatatan suara; dan</p> <p>(c) menurut pendapat pemimpin RUPS usulan tersebut berhubungan secara langsung dengan usaha Perseroan atau pengaturan dari Perseroan.</p> |
| <p>11. The shareholders may also adopt valid and binding resolutions without convening the GMS provided that the relevant proposal has been notified to all shareholders and all shareholders (or their proxies by virtue of a power of attorney) have given their approval by signing a written statement as evidence of their approval. Such resolutions adopted in such manner shall be deemed equal to those lawfully adopted at the GMS.</p> | <p>11. Pemegang saham juga dapat mengambil keputusan yang sah dan mengikat tanpa mengadakan RUPS, dengan ketentuan usulan yang terkait telah diberitahu kepada semua pemegang saham dan semua pemegang saham (atau kuasanya berdasarkan suatu surat kuasa) telah memberikan persetujuan dengan menandatangani suatu pernyataan tertulis sebagai bukti persetujuannya. Keputusan yang diambil dengan cara demikian akan dianggap sama dengan keputusan yang diambil dengan sah dalam RUPS.</p> |
| <p>12. Minutes of the meeting of the GMS shall be drawn up by a person present at the GMS designated by the Chairman of the GMS. Such minutes of the GMS shall be signed by the Chairman and by a person present at the GMS, to verify the completeness and accuracy of the minutes.</p> <p>If the minutes of GMS are drawn in the form of a notarial deed, such signatures as stipulated above is not required.</p> | <p>12. Risalah RUPS dibuat oleh seseorang yang hadir dalam RUPS dan ditunjuk oleh Ketua RUPS. Risalah RUPS tersebut harus ditandatangani oleh Ketua Rapat dan seseorang yang hadir dalam RUPS tersebut, untuk memeriksa kelengkapan dan ketepatannya.</p> <p>Apabila berita acara RUPS dibuat dalam bentuk suatu akta notaris, tanda tangan sebagaimana disebutkan di atas tidak diperlukan.</p> |
| <p>13. A copy of the minutes of the GMS in accordance with paragraph 12 of this article shall be deemed as valid copy to</p> | <p>13. Salinan risalah RUPS yang dibuat sesuai dengan ketentuan dalam ayat 12 pasal ini akan berlaku sebagai</p> |

all shareholders and to all third parties of resolutions adopted in the GMS aforesaid.

14. A copy of, or excerpt from, the minutes of meeting of GMS shall be deemed a legal copy or excerpt, if it is stated to be a true copy or excerpt and is signed by 2 (two) members of the Board of Directors or if it is issued by the notary public who drew up the minutes concerned.
15. If there is a dispute arising out of the contents of the minutes of meeting, such dispute shall be settled in the next GMS based on resolution adopted by at least 2/3 (two-thirds) of the total votes legally cast at the GMS.

Article 11

AMENDMENTS OF THE ARTICLES OF ASSOCIATION

1. Amendments of these Articles of Association shall be determined by the GMS attended by shareholders who are representing at least 2/3 (two-thirds) of the total issued shares with legal voting rights and by a resolution approved by at least 2/3 (two-thirds) of the total issued shares with legal voting rights. The said amendments to these Articles of Association shall be set out in a notarial deed and in the Indonesian language, which must be made within 30 (thirty) days after the date of GMS resolution.
2. The amendments to the provisions of the Articles of Association concerning name, domicile, purposes and objectives, business activities, period of establishment, amount of the authorized capital, reduction in the issued and paid-up capital and change in the status if the Company

salinan yang sah untuk semua pemegang saham dan pihak ketiga mengenai keputusan-keputusan yang diambil dalam RUPS yang bersangkutan.

14. Salinan atau kutipan risalah RUPS harus dianggap sebagai salinan atau kutipan yang sah, apabila dinyatakan sebagai salinan atau kutipan yang benar dan ditandatangani oleh 2 (dua) anggota Direksi atau dikeluarkan oleh notaris yang membuat risalah RUPS yang bersangkutan.
15. Jika timbul perselisihan mengenai isi dari risalah RUPS, maka perselisihan tersebut akan diselesaikan dalam RUPS berikutnya berdasarkan keputusan yang diambil oleh paling sedikit 2/3 (dua per tiga) bagian dari total suara yang secara sah dikeluarkan dalam RUPS tersebut.

Pasal 11

PERUBAHAN ANGGARAN DASAR

1. Perubahan Anggaran Dasar ditetapkan oleh RUPS yang dihadiri oleh pemegang saham yang mewakili paling sedikit 2/3 (dua per tiga) bagian dari total saham yang telah dikeluarkan yang mempunyai hak suara yang sah dan keputusan disetujui oleh sekurangnya 2/3 (dua per tiga) dari total saham dikeluarkan dengan hak suara yang sah. Perubahan Anggaran Dasar tersebut harus dibuat dengan akta notaris dan dalam Bahasa Indonesia, yang dibuat selambatnya 30 (tiga puluh) hari sejak tanggal keputusan RUPS.
2. Perubahan ketentuan Anggaran Dasar yang menyangkut perubahan nama, tempat kedudukan, maksud dan tujuan, kegiatan usaha, jangka waktu berdirinya Perseroan, besarnya modal dasar, pengurangan modal yang ditempatkan dan disetor dan perubahan status Perseroan tertutup

from a private company to a public company and vice versa, shall be approved by the Minister of Laws and Human Rights of the Republic of Indonesia no later than 30 (thirty) days after the date of the notarial deed containing such amendment of these Articles of Association.

3. Amendments to these Articles of Associations in respect of items other than those provided in paragraph 2 of this article shall be sufficiently reported to the Minister of Laws and Human Rights of Indonesia within a period no later than 30 (thirty) days as from the date of the resolution of the GMS concerning the said amendments and shall be registered with the Company Register.
4. Resolutions concerning the reduction of capital shall be notified in writing to all creditors of the Company and announced by the Board of Directors in 1 (one) daily newspaper in Indonesia language, which is nationally circulated in the domicile of the Company and in the State Gazette not later than 7 (seven) days after the date of the resolution concerning the said reduction of capital.

Article 12

MERGER, AMALGAMATION, ACQUISITIONS, SPIN OFF AND DISSOLUTION

1. With due observance of the applicable laws and regulations: a merger, amalgamation or acquisition, spin off, filing of bankruptcy petition, extension to the period of establishment of the Company or any Company subsidiary, or dissolution of the Company or any of the Company's subsidiaries can be made only based on a decision of the GMS which is attended by shareholders representing at least 3/4 (three-quarters) of the total issued shares with legal voting rights and the decision must be

menjadi Perseroan terbuka atau sebaliknya, wajib dimohonkan untuk mendapat persetujuan dari Menteri Hukum dan Hak Asasi Manusia Republik Indonesia selambatnya 30 (tiga puluh) hari sejak tanggal akta notaris yang memuat perubahan Anggaran Dasar tersebut.

3. Perubahan Anggaran Dasar selain yang menyangkut hal-hal yang tersebut dalam ayat 2 pasal ini cukup diberitahukan kepada Menteri Hukum dan Hak Asasi Manusia Republik Indonesia dalam waktu selambatnya 30 (tiga puluh) hari terhitung sejak tanggal keputusan RUPS tentang perubahan tersebut serta didaftarkan dalam Daftar Perseroan.
4. Keputusan mengenai pengurangan modal harus diberitahukan secara tertulis kepada semua kreditor Perseroan dan diumumkan oleh Direksi dalam 1 (satu) atau lebih surat kabar harian berbahasa Indonesia, yang terbit atau beredar secara nasional di tempat kedudukan Perseroan dan dalam Berita Negara selambatnya 7 (tujuh) hari sejak tanggal keputusan tentang pengurangan modal tersebut.

Pasal 12

PENGGABUNGAN, PELEBURAN, PENGAMBILALIHAN, PEMISAHAN DAN PEMBUBARAN

1. Dengan memperhatikan ketentuan peraturan perundang-undangan yang berlaku: suatu penggabungan, peleburan atau pengambilalihan, pemisahan, pengajuan permohonan agar Perseroan dinyatakan pailit, perpanjangan jangka waktu berdirinya Perseroan atau setiap anak perusahaan Perseroan, atau pembubaran Perseroan atau setiap anak perusahaan Perseroan hanya dapat dilakukan berdasarkan keputusan RUPS yang dihadiri oleh

made with the approval from the shareholders representing at least 3/4 (three-quarters) of the total votes legally cast at the GMS.

2. The Board of Directors shall announce in 1 (one) daily newspaper in the Indonesian language which is nationally circulated in the domicile or place of business activities of the Company and written announce to all the employees of the Company the plan of the merger, amalgamation, acquisitions, spin off and dissolution about the merger, amalgamation, acquisitions, spin off and dissolution planning resume not later than 30 (thirty) days before the GMS notice.
3. In case the Company is dissolved, due to either the expiration of the duration of the Company or the dissolution of the Company in accordance with the resolution of the GMS or the declaration of the dissolution of the Company by a decision of the Court, then a liquidation shall be executed by a liquidator or an administrator.
4. The Board of Directors shall act as a liquidator, if the GMS resolution or declaration as referred to in paragraph 3 of this article does not appoint a liquidator.
5. The liquidator commission is determined by the GMS or court decision.
6. The resolution to liquidate the Company shall be registered by the liquidators with the Company Register, announced in the State Gazette of the Republic of Indonesia and in 1 (one) daily newspaper in the

pemegang saham yang mewakili sekurangnya 3/4 (tiga per empat) bagian dari total saham yang dikeluarkan dengan hak suara yang sah dan keputusan disetujui oleh pemegang saham yang mewakili sekurangnya 3/4 (tiga per empat) bagian dari total suara yang dikeluarkan dengan sah dalam RUPS tersebut.

2. Direksi wajib mengumumkan dalam 1 (satu) surat kabar harian berbahasa Indonesia yang terbit atau beredar secara nasional di tempat kedudukan atau tempat kegiatan usaha Perseroan dan mengumumkan secara tertulis kepada karyawan dari Perseroan rencana penggabungan, peleburan, pengambilalihan, pemisahan dan pembubaran Perseroan dalam jangka waktu paling lambat 30 (tiga puluh) hari sebelum pemanggilan RUPS.
3. Apabila Perseroan dibubarkan, baik karena berakhirnya jangka waktu berdirinya Perseroan atau dibubarkannya Perseroan berdasarkan keputusan RUPS atau dinyatakan bubaranya Perseroan berdasarkan penetapan Pengadilan, maka harus diadakan likuidasi oleh likuidator atau kurator.
4. Direksi bertindak sebagai likuidator apabila dalam keputusan RUPS atau penetapan sebagaimana dimaksud dalam ayat 3 pasal ini tidak menunjuk likuidator.
5. Upah bagi para likuidator ditentukan oleh RUPS atau penetapan pengadilan.
6. Keputusan untuk melikuidasi Perseroan wajib didaftarkan oleh likuidator dalam Daftar Perseroan, diumumkan dalam Berita Negara Republik Indonesia dan dalam 1 (satu) surat kabar harian berbahasa

Indonesian language which is nationally circulated in the domicile or place of business activities of the company notify to the Minister of Laws and Human Rights of Indonesia not later than 30 (thirty) days after the Company liquidates.

7. These Articles of Association as set forth in this deed or as further amended, shall continue to prevail until the day the liquidation accounts are ratified in GMS and full discharge is given to the liquidator(s).

**Article 13
BOARD OF DIRECTORS**

1. The Company is managed and chaired by a Board of Directors consisting of a maximum of 6 (six) Directors, unless as stipulated otherwise in paragraph 4 of this Article 13, whereby one of them may be appointed as the President Director.
2. Only private persons, qualified under prevailing statutory regulations and qualifications determined in accordance with the provisions of the Shareholders Agreement, may be appointed as members of the Board of Directors and members of the Board of Directors shall be appointed in accordance with the provisions of the Shareholders Agreement.
3. A member of the Board of Directors shall be appointed by the GMS, in accordance with the criteria, selection mechanism, and recommendation of the nominating committee under the provisions of the Shareholders Agreement, for a period of 5 (five) years without prejudice to the GMS' right to discharge the member in any time, subject to the provisions of the Shareholders Agreement.

Indonesia yang terbit atau beredar secara nasional di tempat kedudukan Perseroan atau tempat kegiatan usaha Perseroan serta diberitahukan kepada Menteri Hukum dan Hak Asasi Manusia Republik Indonesia selambatnya 30 (tiga puluh) hari sejak Perseroan dilikuidasi.

7. Anggaran Dasar seperti yang termaktub dalam akta ini atau sebagaimana diubah lebih lanjut, tetap berlaku sampai dengan tanggal disahkannya perhitungan likuidasi oleh RUPS dan diberikannya pelunasan dan pembebasan sepenuhnya kepada para likuidator.

**Pasal 13
DIREKSI**

1. Perseroan dikelola dan dipimpin oleh suatu Direksi yang terdiri dari paling banyak 6 (enam) orang Direktur kecuali sebagaimana dinyatakan lain dalam ayat 4 dari Pasal 13 ini, dimana seorang di antaranya dapat diangkat sebagai Presiden Direktur.
2. Yang boleh diangkat sebagai anggota Direksi hanyalah orang perseorangan yang memenuhi persyaratan sesuai peraturan perundang-undangan yang berlaku dan kualifikasi yang ditetapkan sesuai dengan ketentuan Perjanjian Pemegang Saham dan anggota Direksi diangkat sesuai dengan ketentuan Perjanjian Pemegang Saham
3. Anggota Direksi diangkat oleh RUPS, sesuai dengan kriteria, mekanisme seleksi, dan rekomendasi dari komite nominasi berdasarkan ketentuan dalam Perjanjian Pemegang Saham, untuk masa jabatan 5 (lima) tahun dengan tidak mengurangi hak RUPS untuk memberhentikan anggota tersebut sewaktu-waktu, tunduk pada ketentuan dalam Perjanjian Pemegang Saham.

4. If, prior to the end of any five year term of office of a member of the Board of Directors, there is no successor or replacement of the members of the Board of Directors nominated and appointed in accordance with the provisions of the Shareholders Agreement, then Freeport-McMoRan Inc. or its Affiliate (as defined in the Shareholders Agreement) that become shareholders (collectively, “**Freeport**”) (to the extent that Freeport holds shareholding at least 25% of the issued shares of the Company) will nominate 3 (three) members of the Board of Directors whereas PT Indonesia Asahan Aluminium (Persero), PT Indonesia Papua Metal dan Mineral and their respective Affiliates (as defined in the Shareholders Agreement) that become shareholders (collectively, the “**Inalum Group**”) (to the extent that the Inalum Group holds shareholding for at least 25% shares of the issued shares of the Company) will nominate 3 (three) members of the Board of Directors (“**Shareholder Designation Procedure**”).
5. A member of the Board of Directors whose term of office has expired shall be eligible for re-election in accordance with the provisions of the Shareholders Agreement.
6. Salaries and other remuneration may be granted to the members of the Board of Directors, the amount of which shall be determined by the GMS.
7. A member of the Board of Directors will have the right to retire from his/her position by giving a written notice about his/her purpose to the Company, not later than 30 (thirty) days before his/her retiring date, unless the GMS agreed to give a shorter period for the notice.
4. Jika, sebelum berakhirnya masa jabatan lima tahun dari seorang anggota Direksi, tidak ada penerus atau pengganti dari anggota Direksi yang dinominasikan dan ditunjuk sesuai dengan ketentuan Perjanjian Pemegang Saham, maka Freeport-McMoRan Inc. atau Afliasinya (sebagaimana didefinisikan berdasarkan Perjanjian Pemegang Saham) yang menjadi pemegang saham (bersama-sama disebut sebagai “**Freeport**”) (sepanjang Freeport mempunyai kepemilikan saham paling sedikit 25% dari total saham yang diterbitkan Perseroan) akan menominasikan 3 (tiga) anggota Direksi dimana PT Indonesia Asahan Aluminium (Persero), PT Indonesia Papua Metal dan Mineral dan Afliasinya (sebagaimana didefinisikan berdasarkan Perjanjian Pemegang Saham) yang menjadi pemegang saham (bersama-sama disebut sebagai “**Grup Inalum**”) (sepanjang Grup Inalum memiliki kepemilikan saham paling sedikit 25% dari total saham yang diterbitkan oleh Perseroan) akan menominasikan 3 (tiga) anggota Direksi (“**Prosedur Penunjukan oleh Pemegang Saham**”).
5. Seorang anggota Direksi yang masa jabatannya telah berakhir dapat dipilih kembali sesuai dengan ketentuan Perjanjian Pemegang Saham.
6. Gaji dan tunjangan lainnya dapat diberikan kepada anggota Direksi, yang jumlahnya ditentukan oleh RUPS.
7. Anggota Direksi berhak mengundurkan diri dari jabatannya dengan memberitahukan secara tertulis mengenai maksudnya tersebut kepada Perseroan, sekurangnya 30 (tiga puluh) hari sebelum tanggal pengunduran dirinya, kecuali jika RUPS menyetujui jangka waktu yang lebih

Such retiring Director will be released from his/her liabilities only if the GMS resolves to release him/her from all such liabilities.

8. The provision on the term of the member of Board of Directors appointed to fill the said vacant Board of Directors position is the remaining term of the replaced member of the Board of Directors.
9. In the event that due to any reason whatsoever all of the positions of the members of the Board of Directors become vacant, the Company shall be managed temporarily by the member(s) of the Board of Commissioners, which is appointed by meetings of the Board of Commissioners.
10. Subject to the provisions of the Shareholders Agreement, the term of office of a member of the Board of Directors shall terminate in the event that such member of the Board of Directors:
 - (a) resigns from his/her position in the manner set forth in paragraph 7 of this article;
 - (b) no longer meets the requirements pursuant to the prevailing laws and regulations;
 - (c) dies;
 - (d) is dismissed by virtue of a resolution of the GMS resolution; or
 - (e) is declared bankrupt or put under custody (curatele) of other person based on the court decision or determination.

singkat untuk penyampaian pemberitahuan tersebut.

Anggota Direksi yang mengundurkan diri tersebut hanya akan dilepaskan dari tanggung jawabnya jika RUPS memutuskan untuk melepaskannya dari semua tanggung jawab.

8. Ketentuan terkait masa jabatan anggota Direksi yang ditunjuk untuk mengisi kekosongan anggota Direksi adalah sisa dari masa jabatan anggota Direksi yang digantikannya.
9. Dalam hal karena alasan apapun seluruh posisi Direksi menjadi kosong, Perseroan harus dikelola secara sementara oleh anggota(-anggota) Dewan Komisaris, yang ditunjuk oleh rapat Dewan Komisaris.
10. Tunduk pada ketentuan-ketentuan dari Perjanjian Pemegang Saham, masa jabatan dari seorang anggota Direksi harus berakhir dalam hal anggota Direksi tersebut:
 - (a) mengundurkan diri dari posisinya sesuai dengan ketentuan ayat 7 dari pasal ini;
 - (b) tidak lagi memenuhi ketentuan berdasarkan hukum dan peraturan perundang-undangan yang berlaku;
 - (c) meninggal dunia;
 - (d) diberhentikan berdasarkan keputusan RUPS; atau
 - (e) dinyatakan pailit atau diletakan dalam pengampuan (curatele) orang lain berdasarkan keputusan atau

ketetapan pengadilan.

11. If, as a result of death, disability, retirement, resignation, removal or otherwise, a member of the Board of Directors ceases to serve on the Board of Directors, then such vacancy shall be filled in accordance with the provisions of the Shareholders Agreement.

Article 14

DUTIES AND POWERS OF THE BOARD OF DIRECTORS

1. The Board of Directors, subject to the provisions of the Shareholders Agreement (including in respect of the authority delegated by the Board of Directors to the operating committee and the finance committee in accordance with the provisions of the Shareholders Agreement), shall be entitled and have the authority to represent the Company, both before and outside of the courts of law, regarding all matters and in all events, to bind the Company with other parties, and to take all actions relating to the management of or ownership by the Company, including to oversee strategy, government relations, internal communications, external affairs, sales and marketing, environmental strategy, security assessment, finance, accounting, tax, community development, legal, compliance, corporate social responsibility, strategic procurement advice, Jakarta-based human resources, and Jakarta-based administration, in each case with respect to the Company and its subsidiaries, provided that for the following actions:
 - (a) to approve an Annual Operating Plan or Annual Financial Plan, or any amendment thereto, that includes an action or expense

11. Jika, sebagai akibat meninggal dunia, ketidakmampuan, pensiun, pengunduran diri, diberhentikan atau sebab lainnya, seorang anggota Direksi tidak lagi menjadi anggota Direksi, maka kekosongan tersebut harus diisi sesuai dengan ketentuan Perjanjian Pemegang Saham.

Pasal 14

TUGAS DAN WEWENANG DIREKSI

1. Direksi, dengan tunduk pada ketentuan Perjanjian Pemegang Saham (termasuk mengenai kewenangan yang didelegasikan oleh Direksi kepada komite operasional dan komite keuangan sesuai dengan ketentuan Perjanjian Pemegang Saham, berhak dan memiliki wewenang untuk mewakili Perseroan, baik di dalam dan di luar pengadilan, mengenai segala hal dan dalam segala kejadian, untuk mengikat Perseroan dengan pihak lain, serta untuk menjalankan segala tindakan baik mengenai kepengurusan maupun kepemilikan oleh Perseroan, termasuk untuk mengawasi strategi, hubungan dengan pemerintah, komunikasi internal, urusan eksternal, penjualan dan pemasaran, strategi mengenai lingkungan hidup, penilaian jaminan, keuangan, akuntansi, pajak, pengembangan komunitas, hukum, kepatuhan, tanggung jawab sosial perseroan, nasihat strategis pengadaan, sumber daya manusia yang berlokasi di Jakarta, administrasi yang berlokasi di Jakarta, dalam setiap keadaan sehubungan dengan Perseroan dan anak perusahaannya, dengan ketentuan untuk tindakan-tindakan:
 - (a) untuk menyetujui Rencana Operasi Tahunan atau Rencana Keuangan Tahunan, atau setiap perubahan

that is a Significant Deviation to the LTIP (other than Significant Deviations resulting from Non-Discretionary Actions) (as defined in the Shareholders Agreement);

- (b) any legal act to assign, dispose of any right or grant of a security interest over more than 50% of the Company's consolidated assets in any fiscal year;
- (c) to materially amend or waive any material right under or terminate the Company's special mining business permit (IUPK);
- (d) to incur any indebtedness for borrowed money which (i) exceeds US\$1 billion in aggregate and would cause the Interest Coverage Ratio (as defined in the Shareholders Agreement) to fall below two to one or (ii) is not on arms' length terms;
- (e) to acquire or dispose of stock or assets in excess of US\$250 million or that is not on arms' length terms, in each case other than the acquisitions relating to the Grasberg Smelter (as defined in the Shareholders Agreement) as identified in the LTIP;

terhadapnya, yang mencakup kegiatan atau pengeluaran yang merupakan Penyimpangan Yang Signifikan terhadap LTIP (selain Penyimpangan Yang Signifikan yang dihasilkan dari Tindakan Non-Diskresioner) (sebagaimana didefinisikan di dalam Perjanjian Pemegang Saham);

- (b) setiap tindakan hukum untuk mengalihkan, melepaskan hak apapun atau menjaminkan lebih dari 50% aset Perseroan yang terkonsolidasi pada setiap tahun buku;
- (c) untuk secara material mengubah atau mengesampingkan setiap hak material berdasarkan atau mengakhiri izin usaha pertambangan khusus Perseroan (IUPK);
- (d) untuk menimbulkan utang untuk uang yang dipinjam yang (i) melebihi US\$ 1 miliar secara seluruhnya dan dapat menyebabkan *Interest Coverage Ratio* (sebagaimana didefinisikan dalam Perjanjian Pemegang Saham) untuk jatuh di bawah dua atau satu atau (ii) bukan dengan ketentuan yang wajar dan lazim (*arms' length term*);
- (e) untuk mengakuisisi atau melepaskan saham atau aset melebihi US\$250 juta atau yang bukan dengan ketentuan yang wajar dan lazim (*arms' length term*), dalam setiap kasus selain akuisisi yang berhubungan dengan Smelter Grasberg (sebagaimana didefinisikan

(f) to conduct any transactions with any shareholder or Affiliate (as defined in the Shareholders Agreement) of a shareholder, unless permitted under the Shareholders Agreement; and

(g) other matters as set out in the Shareholders Agreement,

the Board of Directors shall obtain prior approval from the GMS attended or represented by the shareholders who own at least 3/4 (three-quarter) of the total shares with valid voting rights and approved by at least 3/4 (three-quarter) of the total votes validly cast in the meeting, and the approval of Inalum Group shall be obtained prior to such actions being taken, provided that, at the time the consent is required, Inalum Group holds at least 25% of the issued shares of the Company.

2. Subject to the Shareholders Agreement, the Board of Directors shall not terminate the Freeport Services Agreement without the approval of the Board of Commissioners, provided that if any member of the Board of Commissioners recuses himself or herself or is disqualified from participating in the decision of whether to terminate the Freeport Services Agreement, then the approval of the Board of Commissioners will not be required and the termination of the Freeport Services Agreement will only be subject to the approval of the GMS.

dalam Perjanjian Pemegang Saham) sebagaimana diidentifikasi dalam LTIP;

(f) untuk melakukan setiap transaksi dengan pemegang saham atau afiliasi (sebagaimana yang didefinisikan dalam Perjanjian Pemegang Saham) dari pemegang saham manapun, kecuali diizinkan berdasarkan Perjanjian Pemegang Saham; dan

(g) hal-hal lain sebagaimana disebutkan dalam Perjanjian Pemegang Saham,

Direksi harus mendapatkan persetujuan dari RUPS yang dihadiri atau diwakili oleh pemegang saham yang memiliki paling sedikit 3/4 (tiga per empat) bagian dari jumlah saham yang diterbitkan dengan hak suara dan disetujui oleh paling sedikit 3/4 (tiga per empat) bagian dari jumlah seluruh suara yang dikeluarkan secara sah dalam RUPS, dan persetujuan dari Grup Inalum harus didapatkan sebelum tindakan tersebut dilakukan, dengan ketentuan bahwa, pada saat persetujuan diperlukan, Grup Inalum memiliki setidaknya 25% dari saham yang diterbitkan Perseroan.

2. Dengan tetap tunduk pada Perjanjian Pemegang Saham, Direksi tidak akan mengakhiri Perjanjian Jasa Freeport tanpa persetujuan dari Dewan Komisaris, dengan ketentuan apabila setiap anggota dari Dewan Komisaris mengundurkan diri atau tidak memenuhi syarat untuk berpartisipasi dalam keputusan apakah akan mengakhiri Perjanjian Jasa Freeport, maka persetujuan Dewan Komisaris tidak akan disyaratkan dan pengakhiran dari Perjanjian Jasa Freeport hanya akan tunduk pada persetujuan RUPS.

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|--|---|
| <p>3. (a) The President Director is entitled and authorized to act on behalf of the Board of Directors in representing the Company.</p> <p>(b) In case a President Director has not been appointed by the GMS, or the President Director is not present or unavailable for any reason, which reason need not to be proven to any third party, any 2 (two) Directors are entitled and authorized to act for and on behalf of the Board of Directors in representing Company.</p> | <p>3. (a) Presiden Direktur berhak dan berwenang bertindak untuk dan atas nama Direksi serta mewakili Perseroan.</p> <p>(b) Dalam hal Presiden Direktur tidak ditunjuk oleh RUPS, atau Presiden Direktur tidak ada atau berhalangan karena sebab apapun, yang alasannya tidak perlu untuk dibuktikan kepada pihak ketiga, maka 2 (dua) anggota Direksi lainnya berhak dan berwenang bertindak untuk dan atas nama Direksi serta mewakili Perseroan.</p> |
| <p>4. The Board of Directors (which is represented in accordance with paragraph 3 of this article), in respect of specific act is authorized to appoint one or more persons as its representative or proxy by granting to the said person/persons authorities by virtue of a power of attorney.</p> | <p>4. Direksi (yang diwakili sesuai dengan ayat 3 dalam pasal ini) untuk perbuatan tertentu berhak pula mengangkat seorang atau lebih sebagai wakil atau kuasanya dengan memberikan kepadanya kekuasaan yang diatur dalam surat kuasa.</p> |
| <p>5. In the event that the Company's interests are in conflict with the personal interest of a member of the Board of Directors, the Company shall be represented by another member of the Board of Directors and in the event the Company's interests are in conflict with the interests of all of the members of the Board of Directors, the Company shall be represented by the Board of Commissioners.</p> | <p>5. Dalam hal Perseroan mempunyai kepentingan yang bertentangan dengan kepentingan pribadi seorang anggota Direksi maka Perseroan akan diwakili oleh anggota Direksi lainnya dan dalam hal Perseroan mempunyai kepentingan yang bertentangan dengan kepentingan seluruh anggota Direksi, maka dalam hal ini Perseroan diwakili oleh dewan Komisaris.</p> |
| <p>6. As set out in the Shareholders Agreement, management of the Company vests in the Board of Directors, as supervised by the Board of Commissioners, subject to the delegation of certain of its functions in accordance with the Shareholders Agreement (including the establishment of an operating committee and a finance committee in accordance with the provisions of the Shareholders Agreement and the operating committee having the authority in relation to the</p> | <p>6. Sebagaimana ditetapkan dalam Perjanjian Pemegang Saham, manajemen Perseroan melekat pada Direksi, diawasi oleh Dewan Komisaris, tunduk pada pendelegasian fungsi tertentu Direksi sesuai dengan Perjanjian Pemegang Saham (termasuk pendirian komite operasional dan komite keuangan sesuai dengan ketentuan Perjanjian Pemegang Saham dan komite operasional memiliki kewenangan sehubungan</p> |

management of the operations of the Company to the extent delegated in accordance with, and as further provided in, the Shareholders Agreement).

The shareholders, the Board of Directors, and the Board of Commissioners of the Company shall exercise their votes, powers and rights in relation to the Company to procure (i) that the Board of Directors delegates those functions or authority (including to make decisions) required to be delegated and (ii) the composition, appointment or removal of these committees are conducted, in each case in accordance with the Shareholders Agreement.

Article 15
MEETING OF THE BOARD OF DIRECTORS

1. Meetings of the Board of Directors shall be held:
 - (a) at least once every calendar quarter; and
 - (b) at such other times as a majority of the members of the Board of Directors may agree.
2. The notice for the meeting of the Board of Directors shall be given by a member of Board of Directors entitled to represent the Board of Directors pursuant to the provisions of article 14 of these Articles of Association.
3. Notice of a meeting of the Board of Directors stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each member of the Board of Directors by telephone, electronic mail or facsimile no less than 5 (five) business days before the date of the meeting unless otherwise agreed by all

dengan pengurusan kegiatan operasional Perseroan sejauh yang didelegasikan menurut, dan sebagaimana diatur lebih lanjut dalam, Perjanjian Pemegang Saham).

Pemegang saham, Direksi dan Dewan Komisaris Perseroan akan menggunakan suara, kewenangan dan hak mereka sehubungan dengan Perseroan untuk memastikan bahwa (i) Direksi mendelegasikan fungsi atau kewenangannya (termasuk untuk membuat keputusan) yang diperlukan untuk didelegasikan dan (ii) komposisi, penunjukan atau pemberhentian komite-komite ini, dalam setiap hal, dilakukan sesuai dengan Perjanjian Pemegang Saham.

Pasal 15
RAPAT DIREKSI

1. Rapat Direksi harus dilaksanakan:
 - (a) paling sedikit sekali dalam triwulan kalender; dan
 - (b) pada waktu lain dimana mayoritas anggota Direksi dapat menyetujuinya.
2. Panggilan Rapat Direksi dilakukan oleh anggota Direksi yang berhak mewakili Direksi menurut ketentuan pasal 14 dari Anggaran Dasar ini.
3. Panggilan Rapat Direksi yang menyebutkan tempat, tanggal dan jam dan acara rapat dimana rapat dimintakan harus diberikan kepada setiap anggota Direksi melalui telepon, surat elektronik atau faksimili tidak kurang dari 5 (lima) hari kerja sebelum tanggal rapat kecuali apabila disepakati lain oleh

members of the Board of Directors. Presence at the meeting shall constitute waiver of any deficiency of notice, except when such member of the Board of Directors attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with these Articles of Association or the Shareholders Agreement.

4. The meeting of Board of Directors shall be convened at the domicile of the Company or the Company's place of activity or any other location agreed by the members of the Board of Directors, provided that, to the extent applicable laws allow, at the request of the Board of Directors, the Board of Directors may hold meetings at the same time and at the same place as the meetings held by the Board of Commissioners in accordance with these Articles of Association.
5. Meetings of the Board of Directors shall be chaired by the President Director, or if the President Director is not present or prevented from attending, the meeting shall be chaired by a person elected by and from the members of the Board of Directors who are present. The chair of the meeting of the Board of Directors may vote in his or her own right but does not have a casting vote.
6. A member of the Board of Directors may be represented by another member of the Board of Directors, by virtue of a power of attorney, to attend and vote in a meeting or to sign the resolutions passed in accordance with paragraph 15 of this article, provided that a member of the Board of Directors designated pursuant to the Shareholder Designation Procedure shall be entitled to cast votes on behalf of any other member of the Board of Directors nominated by the same shareholder(s) that is not in attendance at any meeting by virtue of a power of attorney.

seluruh anggota Direksi. Kehadiran pada rapat dianggap sebagai pengesampingan dari setiap kekurangan pemberitahuan, kecuali ketika anggota Direksi tersebut menghadiri rapat untuk menyampaikan tujuan keberatan, pada awal rapat, terhadap transaksi atas setiap urusan karena rapat tidak dipanggil sesuai dengan Anggaran Dasar ini atau Perjanjian Pemegang Saham.

4. Rapat Direksi diadakan di tempat kedudukan Perseroan atau tempat kegiatan usaha Perseroan atau lokasi lain yang disetujui oleh anggota Direksi, dengan ketentuan bahwa, sejauh diperbolehkan oleh hukum yang berlaku, atas permintaan dari Direksi, Direksi dapat mengadakan rapat pada saat yang sama dan pada tempat yang sama dengan dimana rapat yang dilaksanakan oleh Dewan Komisaris sesuai dengan Anggaran Dasar ini.
5. Rapat Direksi harus dipimpin oleh Presiden Direktur, atau apabila Presiden Direksi tidak ada atau berhalangan untuk hadir, akan dipimpin oleh seseorang yang dipilih oleh dan dari anggota anggota Direksi yang hadir. Pemimpin rapat Direksi dapat mengeluarkan suara dengan haknya sendiri namun tidak mempunyai suara yang dihitung.
6. Seorang anggota Direksi dapat diwakili oleh anggota Direksi yang lain, berdasarkan surat kuasanya, untuk menghadiri dan menggunakan hak suaranya dalam rapat atau menandatangani keputusan yang diputuskan sesuai dengan ayat 15 dari pasal ini, dengan ketentuan bahwa anggota Direksi yang ditunjuk menurut Prosedur Penunjukkan oleh Pemegang Saham berhak untuk memberikan suara atas nama anggota Direksi lain yang dinominasikan oleh pemegang saham yang sama yang tidak hadir pada rapat berdasarkan

7. (a) A meeting of Board of Directors shall be valid and shall be entitled to adopt binding resolutions if more than 1/2 (one half) of the total members of the Board of Directors are present or represented in the meeting.
- (b) During periods where members of the Board of Directors are appointed by Shareholders in accordance with the Shareholder Designation Procedure, a meeting of Board of Directors shall be valid and shall be entitled to adopt binding resolutions if at least one Director nominated by Freeport (to the extent that it holds 25% of the issued shares of the Company) and one Director nominated by Inalum Group (to the extent that Inalum Group holds 25% of the issued shares of the Company) are present and in attendance.
8. If a quorum is not present within 30 minutes from the scheduled start of a meeting of the Board of Directors:
- (a) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a business day; and
- (b) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.
- (c) If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.
7. (a) Rapat Direksi adalah sah dan berhak mengambil keputusan yang mengikat apabila lebih dari 1/2 (satu per dua) dari jumlah anggota Direksi hadir atau diwakili dalam rapat.
- (b) Selama jangka waktu dimana anggota Direksi ditunjuk oleh Para Pemegang Saham, sesuai dengan Prosedur Penunjukan oleh Pemegang Saham, suatu rapat Direksi adalah sah dan berhak mengambil keputusan yang mengikat apabila setidaknya satu Direktur yang dinominasikan oleh Freeport (sepanjang Freeport memiliki 25% dari total saham di Perseroan) dan satu Direktur yang dinominasikan oleh Grup Inalum (sepanjang Grup Inalum memiliki 25% dari total saham dalam Perseroan) hadir.
8. Apabila kuorum tidak tercapai dalam waktu 30 menit dari permulaan rapat yang dijadwalkan dari Direksi:
- (a) rapat ditunda paling sedikit 24 jam setelah jadwal yang ditentukan untuk rapat pada aslinya, namun hari ditundanya rapat harus merupakan hari kerja; dan
- (b) kuorum dan tempat dari rapat yang ditunda adalah sama dengan rapat asli.
- (c) apabila kuorum tidak hadir dalam 30 menit dari permulaan yang dijadwalkan dari rapat yang ditunda, rapat tersebut dibubarkan.

- (d) The only matters that may be considered at the adjourned meeting are matters which were included in the notice provided in relation to the original meeting under paragraph 3 of this Article 15.
9. Actions of the Board of Directors are adopted by the affirmative vote of a majority of the members of the Board of Directors at a duly convened meeting of the Board of Directors at which a quorum is present.
10. Each member on the Board of Directors shall have 1 (one) vote. Voting concerning an individual shall be made by an unsigned folded ballot paper and voting concerning other matters shall be made orally, except if the Chairman of the meeting determines otherwise without any objection from those present. Blank and void votes shall not be counted in determining whether or not a decision is approved and shall not be counted in the calculation of the votes cast.
11. Minutes of the meetings of the Board of Directors shall be drawn up by a person present at the meeting and designated by the Chairman of the meeting and shall be signed by all members of the Board of Directors present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Board of Directors shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Board of Directors or if it is issued by the notary who has drawn up
- (d) satu-satunya hal yang dapat dipertimbangkan pada rapat yang ditunda adalah hal-hal yang disebutkan dalam pemanggilan (pemberitahuan) yang diberikan sehubungan dengan rapat asli berdasarkan ayat 3 dari Pasal 15 ini.
9. Tindakan Direksi diambil dengan suara setuju dari mayoritas anggota Direksi pada rapat yang dilaksanakan oleh Direksi dimana quorum hadir.
10. Setiap anggota Direksi memiliki 1 (satu) suara. Pemungutan suara mengenai seseorang harus dilakukan dengan kertas suara dilipat yang belum ditandatangani dan suara mengenai hal yang lain harus dilakukan secara verbal, kecuali apabila Ketua rapat menentukan yang lain tanpa ada keberatan dari mereka yang hadir. Suara blanko dan suara yang tidak sah dianggap tidak dikeluarkan secara sah dan dianggap tidak ada serta tidak dihitung dalam menentukan jumlah suara yang dikeluarkan.
11. Risalah rapat Direksi harus dibuat oleh seseorang yang hadir pada rapat dan ditunjuk oleh Ketua rapat dan harus ditandatangani oleh seluruh anggota Direksi yang hadir saat rapat untuk memverifikasi kelengkapan dan akurasi dari risalah tersebut. Risalah rapat yang dibuat dan ditandatangani akan berfungsi sebagai bukti konklusif mengenai keputusan yang diambil pada saat rapat tersebut. Apabila risalah tersebut dibuat oleh notaris, tanda tangan anggota tidak dibutuhkan. Salinan atas atau kutipan dari risalah rapat Direksi harus dianggap sebagai salinan yang sah atau kutipan yang sah apabila hal tersebut disebutkan sebagai salinan atau kutipan asli dan ditandatangani oleh seluruh anggota

the minutes concerned. Minutes of the meeting of Board of Directors made in accordance with the provisions of paragraph 11 of this Article 15 shall be applicable as a valid evidence for all members of the Board of Directors and third parties with regards to resolutions adopted in the respective meeting of Board of Directors.

12. The Company shall pay all reasonable out-of-pocket expenses incurred by each member of the Board of Directors in connection with attending meetings of the Board of Directors, meetings of any committee of the Board of Directors of which the relevant member of the Board of Directors is a member, and any GMS.
13. Members of the Board of Directors may participate in a meeting of the Board of Directors or any committee thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute the presence of such member for purposes of determining whether a quorum has been met.

The provisions under minutes of meeting of Board of Directors stipulated in paragraph 11 of this Article shall be applicable *mutatis mutandis* to the minutes of meeting for the results of convention of the meeting of Board of Directors as referred to in this paragraph 13.

14. Each member of the Board of Directors shall vote in accordance with the decision of the shareholders in relation to certain matters as required by the Shareholders Agreement, and take all actions necessary to give effect to any affirmative vote of the shareholders in relation to certain matters as required by the Shareholders Agreement.

Direksi atau apabila hal tersebut diterbitkan oleh notaris yang telah membuat risalah tersebut. Salinan risalah rapat Direksi yang dibuat sesuai dengan ketentuan ayat 11 Pasal 15 ini akan berlaku sebagai bukti yang sah untuk semua anggota Direksi dan pihak ketiga mengenai keputusan-keputusan yang diambil dalam rapat Direksi yang bersangkutan.

12. Perseroan harus membayar seluruh pengeluaran talangan (*out-of-pocket*) yang wajar yang ditimbulkan oleh setiap anggota Direksi sehubungan dengan menghadiri rapat Direksi, rapat dari komite Direksi dimana anggota Direksi merupakan anggotanya, dan setiap RUPS.
13. Anggota Direksi dapat berpartisipasi dalam rapat Direksi atau setiap rapat komite Direksi tersebut, melalui telekonferensi atau peralatan komunikasi serupa dengan cara seluruh orang yang berpartisipasi dalam rapat dapat mendengar satu sama lain dan partisipasi tersebut merupakan kehadiran dari anggota tersebut dengan tujuan untuk menentukan apakah kuorum telah tercapai.

Ketentuan mengenai risalah rapat Direksi yang diatur pada ayat 11 Pasal ini berlaku *mutatis mutandis* untuk risalah rapat hasil penyelenggaraan rapat Direksi sebagaimana dimaksud dalam Ayat 13 ini.

14. Setiap anggota dari Direksi harus menggunakan hak suaranya sesuai dengan keputusan pemegang saham sehubungan dengan hal-hal tertentu sebagaimana diharuskan dalam Perjanjian Pemegang Saham, dan mengambil seluruh tindakan yang dibutuhkan untuk memberlakukan setiap suara setuju dari pemegang saham sehubungan dengan hal-hal

tertentu sebagaimana diharuskan dalam Perjanjian Pemegang Saham.

15. On any matter requiring an approval or consent of the Board of Directors, the Board of Directors or any committee thereof may take such action without a meeting, without notice and without a vote if a consent or consents in writing, setting forth the action to be taken, shall be signed by all of the members of the Board of Directors (or in the case of a committee of the Board of Directors, all of the members of such committee) or their proxies by virtue of a power of attorney. The resolution adopted in this manner shall have the same legal effect as a resolution adopted in a meeting of Board of Directors.
 16. Meetings of the Board of Directors shall be conducted in the English language provided that if a member of the Board of Directors is not comfortable with the English language, such member shall be entitled, at the cost of the Company, to use the services of an interpreter at such meetings.
 17. All notices of meeting and papers to be considered at any meeting of the Board of Directors shall be accompanied by an English translation thereof, as shall any other papers that any member of the Board of Directors may reasonably request prior to the meeting.
 18. The draft minutes (subject to approval at the next meeting) of any such meetings shall be provided to the members of the Board of Directors in English and in Indonesian within a reasonable time period after such meeting (and in any event by no later than the date on which the agenda and board papers for the next following meeting are due to be circulated); in the event of any inconsistency between the English and Indonesian texts, the English text shall prevail. If a dispute arises with regards
15. Pada setiap hal yang membutuhkan persetujuan dari Direksi, Direksi atau komite dari Direksi dapat mengambil tindakan tersebut tanpa rapat, tanpa pemberitahuan dan tanpa suara apabila persetujuan dalam bentuk tertulis, yang mengatur tindakan yang harus diambil, harus ditandatangani oleh seluruh anggota Direksi (atau dalam hal komite dari Direksi, seluruh anggota dari komite tersebut) atau kuasa mereka berdasarkan surat kuasa. Keputusan yang diambil dengan cara demikian mempunyai kekuatan yang sama dengan keputusan yang diambil dengan sah dalam rapat Direksi.
 16. Rapat Direksi dilaksanakan dalam Bahasa Inggris dengan ketentuan bahwa apabila terdapat anggota Direksi yang tidak nyaman dengan Bahasa Inggris, anggota tersebut berhak, dengan biaya Perseroan, untuk menggunakan jasa penerjemah untuk rapat tersebut.
 17. Seluruh pemberitahuan rapat dan dokumen yang dipertimbangkan pada setiap rapat Direksi harus disertai dengan terjemahan Bahasa Inggris atas pemberitahuan dan dokumen tersebut, sebagaimana dokumen lainnya yang mungkin diminta oleh anggota Direksi dapat diminta sebelum rapat.
 18. Rancangan risalah (tunduk pada persetujuan rapat selanjutnya) dari setiap risalah harus diberikan kepada anggota Direksi dalam Bahasa Inggris dan dalam Bahasa Indonesia dalam periode waktu yang wajar setelah rapat tersebut (dan dalam hal apapun tidak lebih dari tanggal dimana agenda dan dokumen untuk rapat selanjutnya harus diedarkan); dalam hal terjadi inkonsistensi antara teks Bahasa Inggris dan teks Bahasa Indonesia, teks Bahasa Inggris akan

to the content of the minutes of the meeting of Board of Directors, such dispute shall be settled in the following meeting of Board of Directors under resolution of more than 1/2 (a half) of the total members of the Board of Directors present and/or represented in such meeting.

19. Subject to acting in the best interests of the Company and complying with all applicable laws, the Board of Directors (and each individual member of the Board of Directors) must take steps to implement, and may not act inconsistently with the Company's LTIP, the annual operating plan and annual financial plan (after giving effect to any amendments thereto or deviations therefrom, subject to the Shareholders Agreement).

Article 16
BOARD OF COMMISSIONERS

1. The Board of Commissioners shall consist of 6 (six) commissioners, whereby one of them shall be appointed as the President Commissioner and one other shall be appointed as the Vice President Commissioner.
2. Freeport has the right to nominate 3 (three) members of the Board of Commissioners and Inalum Group has the right to nominate 3 (three) members of the Board of Commissioners in accordance with the Shareholders Agreement.
3. Only private persons, qualified under prevailing statutory regulations, may be appointed as members of the Board of Commissioners.
4. Each member of the Board of Commissioners is elected by the GMS for a period of 5 (five) years without prejudice to the GMS right to discharge

berlaku. Jika timbul perselisihan mengenai isi dari risalah rapat Direksi maka perselisihan tersebut akan diselesaikan dalam rapat Direksi berikutnya berdasarkan keputusan lebih dari 1/2 (satu per dua) dari jumlah anggota Direksi yang hadir dan/atau diwakili dalam rapat tersebut.

19. Dengan ketentuan untuk bertindak demi kepentingan terbaik Perseroan dan mematuhi semua hukum yang berlaku, Direksi (dan setiap anggota individu dari Direksi) harus mengambil langkah-langkah untuk melaksanakan, dan tidak boleh bertindak secara inkonsisten dengan LTIP Perseroan, rencana operasi tahunan dan rencana keuangan tahunan (setelah memberlakukan setiap perubahan atau penyimpangan terhadapnya, tunduk pada Perjanjian Pemegang Saham).

Pasal 16
DEWAN KOMISARIS

1. Dewan Komisaris terdiri dari 6 (enam) komisaris, dimana salah seorang akan diangkat sebagai Presiden Komisaris dan seorang lainnya akan diangkat sebagai Wakil Presiden Komisaris.
2. Freeport memiliki hak untuk menominasikan 3 (tiga) anggota Dewan Komisaris dan Grup Inalum memiliki hak untuk menominasikan 3 (tiga) anggota Dewan Komisaris sesuai dengan Perjanjian Pemegang Saham.
3. Yang boleh diangkat sebagai anggota Dewan Komisaris hanyalah orang perseorangan yang memenuhi persyaratan sesuai peraturan perundang-undangan yang berlaku.
4. Masing-masing anggota Dewan Komisaris diangkat oleh RUPS untuk masa jabatan 5 (lima) tahun dengan tidak mengurangi hak RUPS untuk

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- the member in any time.
5. A member of the Board of Commissioners whose term of office has expired shall be eligible for reelection if nominated by the applicable shareholder as set forth in paragraph 2 of this article.
6. Salaries and other remuneration may be granted to the members of the Board of Commissioners, the amount of which shall be determined by the GMS.
7. A member of the Board of Commissioners will have the right to retire from his/her position by giving a written notice about his/her purpose to the Company, not later than 30 (thirty) days before his/her retiring date, unless the GMS agreed to give other period for the notice. Such retiring Commissioner will be released from his/her liabilities only if the GMS resolves to release him/her from all such liabilities.
8. A member's appointment to the Board of Commissioners shall terminate in the event that such member of the Board of Commissioners:
- (a) resigns from his/her position in the manner set forth in paragraph 7;
 - (b) no longer meets the requirements pursuant to the prevailing laws and regulations;
 - (c) dies;
 - (d) is dismissed by virtue of a resolution of the GMS resolution;
- memberhentikan anggota sewaktu-waktu.
5. Anggota Dewan Komisaris yang periode kerjanya telah berakhir berhak atas pemilihan kembali apabila dinominasikan oleh pemegang saham yang masih berwenang sebagaimana diatur dalam ayat 2 dari pasal ini.
6. Gaji dan tunjangan lainnya dapat diberikan kepada anggota Dewan Komisaris, jumlah tersebut ditentukan oleh RUPS.
7. Anggota Dewan Komisaris berhak mengundurkan diri dari jabatannya dengan memberitahukan secara tertulis mengenai maksudnya tersebut kepada Perseroan, sekurangnya 30 (tiga puluh) hari sebelum tanggal pengunduran dirinya, kecuali jika RUPS menyetujui jangka waktu yang lebih singkat untuk penyampaian pemberitahuan tersebut. Anggota Dewan Komisaris yang mengundurkan diri tersebut hanya akan dilepaskan dari tanggung jawabnya jika RUPS memutuskan untuk melepaskannya dari semua tanggung jawab.
8. Jabatan anggota Dewan Komisaris berakhir apabila:
- (a) mengundurkan diri sesuai dengan ketentuan ayat 7;
 - (b) tidak lagi memenuhi persyaratan hukum dan perundang-undangan yang berlaku;
 - (c) meninggal dunia;
 - (d) diberhentikan berdasarkan keputusan RUPS;

- (e) is declared bankrupt or put under custody (curatele) of other person based on the court decision or determination.
9. If, as a result of death, disability, retirement, resignation, removal or otherwise, there shall exist or occur any vacancy on the Board of Commissioners, then a nomination to fill such vacancy shall be made in accordance with the provisions of the Shareholders Agreement.
10. If in any event all of the positions of the Board of Commissioners become vacant, then prior to the appointment of the new member of the Board of Commissioners, the duties and powers of the Board of Commissioners shall be exercised by the GMS.
- (e) dinyatakan pailit atau diletakan dalam pengampunan (curatele) orang lain berdasarkan keputusan atau ketetapan pengadilan.
9. Jika, sebagai akibat meninggal dunia, ketidakmampuan, pensiun, pengunduran diri, diberhentikan atau sebab lainnya, jabatan anggota Dewan Komisaris lowong, maka pencalonan untuk mengisi kelowongan itu dilakukan sesuai dengan ketentuan Perjanjian Pemegang Saham.
10. Apabila dalam hal apapun posisi dalam Dewan Komisaris menjadi kosong, maka sebelum penunjukan anggota Dewan Komisaris baru, tugas-tugas dan kewenangan-kewenangan Dewan Komisaris harus dilaksanakan oleh RUPS.

Article 17

DUTIES AND POWER OF THE BOARD OF COMMISSIONERS

1. The Board of Commissioners is responsible for supervising the activities and management of the Company by the Board of Directors to the extent required by applicable laws, these Articles of Association, and the Shareholders Agreement.
- The Board of Commissioners shall also have the authority to carry out the powers as stipulated in these Articles of Association or in the resolution of a GMS.
2. The Board of Commissioners shall at any time during the operational hours of the Company be entitled to enter the premises of the Company or any other place which is used or controlled by the Company and shall be entitled to examine all of the books, letters and other evidences, to examine and verify the cash condition and other matters and to be cognizant of all of the actions

Pasal 17

TUGAS DAN WEWENANG DEWAN KOMISARIS

1. Dewan Komisaris bertanggung jawab untuk mengawasi jalannya kegiatan usaha serta pengurusan Perseroan yang dilakukan oleh Direksi sejauh yang diwajibkan oleh hukum yang berlaku, Anggaran Dasar ini, dan Perjanjian Pemegang Saham
- Dewan Komisaris juga mempunyai wewenang untuk menjalankan kekuasaan-kekuasaan sebagaimana ditentukan dalam Anggaran Dasar ini atau dalam keputusan RUPS.
2. Dewan Komisaris setiap waktu dalam jam operasional Perseroan berhak untuk memasuki bangunan Perseroan atau tempat lain yang dipergunakan atau yang dikuasai oleh Perseroan dan berhak memeriksa semua pembukuan, surat dan alat bukti lainnya, untuk memeriksa dan memverifikasi uang kas dan lain-lain serta berhak untuk mengetahui

which have been performed by the Board of Directors.

3. The Board of Directors and each member of the Board of Directors shall be obliged to provide explanation on any matter questioned by the Commissioners.
4. In the event that all of the members of the Board of Directors are suspended resulting in that the Company has no Directors, the Board of Commissioners shall be obliged to temporarily manage the Company.

In such a case, the members of the Board of Commissioners shall upon their joint responsibility be entitled to grant provisional powers to one or more persons amongst themselves based on a resolution of the Board of Commissioners.
5. Subject to the terms of Shareholders Agreement, within a period of 30 (thirty) days after the suspension of a member or all members of the Board of Directors, the Board of Commissioners shall call an Extraordinary GMS which shall be entitled to decide whether such member(s) of the Board of Directors in question should be permanently discharged or reinstated in his position, upon having given such member(s) of the Board of Directors ample opportunity to defend himself/themselves against the charges to him/them. In the event that the said GMS is not convened within a period of 30 (thirty) days after the suspension, such suspension shall cease automatically.
6. The Board of Commissioners, with decision made in a meeting of the Board of Commissioners, is entitled to designate one or more committees, each committee consist one or more commissioners. Each committee will be entitled on behalf of the Board of Commissioners to exercise the rights

seluruh tindakan yang telah dijalankan oleh Direksi.

3. Direksi dan setiap anggota Direksi wajib untuk memberikan penjelasan tentang segala hal yang ditanyakan oleh Dewan Komisaris.
4. Dalam hal seluruh anggota Direksi diberhentikan untuk sementara dan mengakibatkan Perseroan tidak memiliki Direksi, Dewan Komisaris diwajibkan untuk mengelola Perseroan untuk sementara.

Dalam hal demikian, anggota Dewan Komisaris harus atas tanggung jawab bersama mereka berhak untuk memberikan kewenangan tambahan kepada satu orang atau lebih di antara mereka berdasarkan suatu keputusan Dewan Komisaris.
5. Dengan tunduk pada ketentuan Perjanjian Pemegang Saham, dalam jangka waktu paling lambat 30 (tiga puluh) hari setelah pemberhentian sementara atas seorang atau seluruh anggota Direksi, Dewan Komisaris wajib menyelenggarakan RUPS luar biasa yang akan memutuskan apakah anggota Direksi yang bersangkutan akan diberhentikan seterusnya atau dikembalikan kepada kedudukannya semula, sedangkan anggota Direksi yang diberhentikan untuk sementara itu diberikan kesempatan untuk hadir guna membela diri. Apabila RUPS tersebut tidak diselenggarakan dalam jangka waktu 30 (tiga puluh) hari setelah pemberhentian sementara itu, maka pemberhentian sementara itu menjadi batal secara otomatis.
6. Dewan Komisaris, dengan suatu keputusan yang diambil dalam suatu Rapat Dewan Komisaris, berhak untuk membentuk satu atau lebih komite, setiap komite terdiri dari satu atau lebih komisaris. Setiap komite berhak atas nama Dewan Komisaris untuk melaksanakan hak dan

and authorities which are stated in the resolution which are adopted to designate the said committees.

Article 18
MEETING OF THE BOARD OF COMMISSIONERS

1. The Board of Commissioners shall hold a regularly scheduled meeting at least quarterly (unless the Board of Commissioners decides on different timing), and at such other times as the President Commissioner may request.
2. The notice of the meeting of Board of Commissioners shall be given by the President Commissioner, in case President Commissioner is unavailable so that members of Board of Commissioners is entitled to make the notice of the meeting based on power of attorney from President Commissioner.
3. Notice of a meeting of the Board of Commissioners or any committee thereof stating the place, date and hour of the meeting and the agenda for which the meeting is called shall be given to each commissioner by telephone, electronic mail or facsimile no less than 5 (five) business days before the date of the meeting unless otherwise agreed by all of the commissioners. Presence at the meeting shall constitute waiver of any deficiency of notice, except when such commissioner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not called or convened in accordance with these Articles of Association.
4. The meeting of the Board of Commissioners shall be convened at the domicile of the Company or at any place where the Company carries out its business activities or any other location agreed by the members of the Board of

kewenangan sebagaimana ditetapkan dalam keputusan Dewan Komisaris yang membentuk komite tersebut.

Pasal 18
RAPAT DEWAN KOMISARIS

1. Dewan Komisaris dapat menyelenggarakan rapat yang terjadwal secara regular paling sedikit setiap 3 bulan sekali (kecuali Dewan Komisaris menentukan waktu yang berbeda), dan pada waktu lainnya sebagaimana dapat diminta oleh Presiden Komisaris.
2. Panggilan rapat Dewan Komisaris dilakukan oleh Presiden Komisaris, apabila Presiden Komisaris berhalangan maka anggota Dewan Komisaris berhak melakukan panggilan rapat berdasarkan kuasa dari Presiden Komisaris.
3. Panggilan rapat Dewan Komisaris atau setiap rapat komite tersebut menyampaikan tempat, tanggal dan jam rapat dan acara rapat yang dibuat harus diberikan kepada setiap komisaris melalui telepon, surat elektronik atau faksimili tidak kurang dari 5 (lima) hari kerja sebelum tanggal rapat kecuali disetujui sebaliknya oleh seluruh komisaris. Kehadiran pada rapat dianggap sebagai pengesampingan dari setiap kekurangan pemberitahuan, kecuali ketika anggota komisaris tersebut menghadiri rapat untuk menyampaikan tujuan keberatan, pada awal rapat, terhadap transaksi atas setiap urusan karena rapat tidak dipanggil sesuai dengan Anggaran Dasar ini.
4. Rapat Dewan Komisaris diadakan di tempat kedudukan Perseroan atau tempat kegiatan usaha Perseroan atau tempat lain sebagaimana disetujui oleh anggota Dewan Komisaris, dengan ketentuan bahwa sejauh

Commissioners, provided that to the extent applicable laws allow, at the request of the Board of Commissioners, the Board of Commissioners may hold meetings at the same time and at the same place as the meetings held by the Board of Directors in accordance with these Articles of Association.

5. The Company shall pay all reasonable out-of-pocket expenses incurred by each commissioner in connection with attending meetings of the Board of Commissioners, meetings of any committee of the Board of Commissioners of which the relevant commissioner is a member and any GMS.
6. In addition to the meeting of the Board of Commissioners as described in paragraph 4 above, Members of the Board of Commissioners may participate in a meeting of the Board of Commissioners or any committee thereof, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another, and such participation shall constitute the presence of such commissioner for purposes of determining whether a quorum has been met.

The provision relating to the minutes of meeting of the Board of Commissioners as described in paragraph 18 of this Article 18 shall apply *mutatis mutandis* for minutes of meeting of the result of the meeting of the Board of Commissioners as described in this paragraph 6.

7. Meetings of the Board of Commissioners shall be chaired by the President Commissioner or, if the President Commissioner is not present or prevented from attending, the Vice President Commissioner. If both the President Commissioner and Vice President Commissioner are not present

diperbolehkan oleh hukum yang berlaku, atas permintaan dari Dewan Komisaris, Dewan Komisaris dapat mengadakan rapat pada saat yang sama dan pada tempat yang sama dengan dimana rapat yang dilaksanakan oleh Direksi sesuai dengan Anggaran Dasar ini.

5. Perseroan harus membayar seluruh pengeluaran talangan (*out-of-pocket*) yang wajar yang ditimbulkan oleh setiap anggota Dewan Komisaris sehubungan dengan menghadiri rapat Dewan Komisaris, rapat komite dari Dewan Komisaris yang anggota Dewan Komisaris tersebut merupakan anggota komite dan setiap RUPS.
6. Sebagai tambahan dari rapat Dewan Komisaris sebagaimana disebutkan dalam ayat 4 di atas, anggota Dewan Komisaris dapat berpartisipasi dalam rapat Dewan Komisaris atau setiap rapat komite Dewan Komisaris tersebut, melalui telekonferensi atau peralatan komunikasi serupa dengan cara seluruh orang yang berpartisipasi dalam rapat dapat mendengar satu sama lain dan partisipasi tersebut merupakan kehadiran dari anggota tersebut dengan tujuan untuk menentukan apakah kuorum telah tercapai.

Ketentuan mengenai risalah rapat Dewan Komisaris yang diatur pada ayat 18 Pasal 18 berlaku *mutatis mutandis* untuk rapat Dewan Komisaris sebagaimana diatur dalam ayat 6 ini.

7. Rapat Dewan Komisaris harus dipimpin oleh Presiden Komisaris atau, apabila Presiden Komisaris tidak ada atau berhalangan untuk menghadiri, akan dipimpin oleh Wakil Presiden Komisaris. Apabila keduanya baik Presiden Komisaris dan Wakil Presiden Komisaris tidak

or prevented from attending, the meeting shall be chaired by a person elected by and from the commissioners present. The chair of a meeting of the Board of Commissioners may vote in his or her own right but does not have a casting vote.

8. A member of the Board of Commissioners nominated by a shareholder shall also be entitled, by virtue of a power of attorney, to cast votes on behalf of any other member of the Board of Commissioners nominated by the same shareholder(s) that is not in attendance at any meeting or to sign resolutions passed in accordance with paragraph 20 of this article.
9. Meeting of the Board of Commissioners shall be lawful and shall be empowered to pass valid and binding resolutions only if (i) more than 1/2 (one half) of the incumbent members of the Board of Commissioners are present or represented in the meeting and (ii) if the meeting is attended by at least one commissioner that is nominated by Freeport (for as long as it holds 25% of issued shares of the Company) and one commissioner that is nominated by Inalum Group (for as long as it holds 25% of issued shares of the Company).
10. If a quorum is not present within 30 minutes from the scheduled start of a meeting:
 - (a) the meeting is adjourned for a minimum of 24 hours after the time appointed for the original meeting, however the day for the adjourned meeting must be a business day; and
 - (b) the quorum and the place of the adjourned meeting is otherwise the same as for the original meeting.

ada atau terhalang untuk menghadiri, rapat harus dipimpin oleh seseorang yang dipilih oleh dan dari anggota anggota Dewan Komisaris yang hadir. Ketua rapat Dewan Komisaris dapat memberikan suara menggunakan haknya sendiri namun tidak memiliki suara yang menentukan keputusan.

8. Anggota Dewan Komisaris yang dinominasikan oleh pemegang saham juga berhak, berdasarkan surat kuasa, untuk memberikan suara atas nama anggota Dewan Komisaris lainnya yang dicalonkan oleh pemegang saham yang sama yang tidak hadir pada rapat apa pun atau untuk menandatangani keputusan yang disetujui sesuai dengan ayat 20 pasal ini.
9. Rapat Dewan Komisaris adalah sah dan berhak mengambil keputusan yang mengikat apabila (i) lebih dari 1/2 (satu per dua) dari jumlah anggota Dewan Komisaris hadir atau diwakili dalam rapat dan (ii) apabila rapat dihadiri oleh setidaknya satu komisaris yang dinominasikan oleh Freeport (sepanjang Freeport memiliki 25% dari saham yang diterbitkan Perseroan) dan satu komisaris yang dinominasikan oleh Grup Inalum (sepanjang mereka memegang 25% dari saham yang diterbitkan oleh Perseroan).
10. Apabila kuorum tidak tercapai dalam waktu 30 menit dari permulaan rapat yang dijadwalkan:
 - (a) rapat ditunda paling sedikit 24 jam setelah jadwal yang ditentukan untuk rapat pada aslinya, namun hari ditundanya rapat harus merupakan hari kerja; dan
 - (b) kuorum dan tempat dari rapat yang ditunda adalah sama seperti rapat asli.

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| <p>11. If a quorum is not present within 30 minutes from the scheduled start of the adjourned meeting, the meeting is dissolved.</p> <p>12. The only matters that may be considered at the adjourned meeting are matters which were included in the notice provided in relation to the original meeting.</p> <p>13. Each commissioner on the Board of Commissioners shall have one vote.</p> <p>14. Actions of the Board of Commissioners are adopted by the affirmative majority vote of the Board of Commissioners at a duly convened meeting of the Board of Commissioners at which a quorum is present.</p> <p>15. In case of any dispute with respect to the matters set forth in the minutes of the Board of Commissioners' meeting, then such dispute shall be resolved at a subsequent meeting of the Board of Commissioners and the resolution thereof shall be approved by more than 1/2 (one half) of the number of the members of the Board of Commissioners present and/or represented by written power of attorney or proxy at such meeting.</p> <p>16. Each member of the Board of Commissioners shall vote in accordance with the decision of the shareholders in relation to certain matters as required by the Shareholders Agreement, and take all actions necessary to give effect to any affirmative vote of the shareholders with respect to certain matters as required by the Shareholders Agreement.</p> <p>17. (a) Voting concerning an</p> | <p>11. Apabila kuorum tidak hadir dalam 30 menit dari permulaan yang dijadwalkan dari rapat yang ditunda, rapat tersebut dibubarkan.</p> <p>12. Satu-satunya hal yang dapat dipertimbangkan pada rapat yang ditunda adalah hal-hal yang disebutkan dalam pemanggilan yang diberikan sehubungan dengan rapat asli.</p> <p>13. Setiap komisaris dalam Dewan Komisaris memiliki satu suara.</p> <p>14. Tindakan Dewan Komisaris diambil dengan suara setuju dari mayoritas anggota Dewan Komisaris pada rapat yang dilaksanakan oleh Dewan Komisaris dimana kuorum hadir.</p> <p>15. Jika timbul perselisihan mengenai isi risalah rapat Dewan Komisaris, maka perselisihan tersebut akan diselesaikan dalam rapat Dewan Komisaris berikutnya berdasarkan keputusan lebih dari 1/2 (satu per dua) dari anggota Dewan Komisaris yang hadir dan/atau diwakili secara sah berdasarkan surat kuasa atau kuasa tertulis dalam rapat tersebut.</p> <p>16. Setiap anggota dari Dewan Komisaris harus menggunakan hak suaranya sesuai dengan keputusan pemegang saham sehubungan dengan hal-hal tertentu sebagaimana diharuskan berdasarkan Perjanjian Pemegang Saham, dan mengambil seluruh tindakan yang dibutuhkan untuk memberlakukan setiap suara setuju dari pemegang saham sehubungan dengan hal-hal tertentu sebagaimana diharuskan berdasarkan Perjanjian Pemegang Saham sebagaimana disebutkan dalam Perjanjian Pemegang Saham.</p> <p>17. (a) Pemungutan suara mengenai</p> |
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individual shall be made by an unsigned folded ballot paper and voting concerning other matters shall be made orally, except if the chairman of the meeting determines otherwise without any objection from those present.

- (b) Blank votes and void votes shall be deemed not legally cast and accordingly non-existent and shall not be counted in determining the number of votes cast.
18. Minutes of the meetings of the Board of Commissioners shall be drawn up by a person present at the meeting designated by the chairman of the meeting and shall be signed by all members of the Board of Commissioners present at the meeting to verify the completeness and accuracy of the minutes. Minutes of a meeting made and signed shall serve as conclusive evidence concerning the resolutions adopted at the meeting concerned. If such minutes are drawn up by a notary, members' signatures shall not be required. A copy of or excerpt from the minutes of meeting of the Board of Commissioners shall be deemed a legal copy or excerpt if it is stated to be a true copy or excerpt and is signed by all members of the Board of Commissioners or if it is issued by the notary who has drawn up the minutes concerned.
19. The draft minutes (subject to approval at the next meeting) of any such meetings shall be provided to the members of the Board of Commissioners in English and in Indonesian within a reasonable time period after such meeting (and in any event by no later than the date on which the agenda and board papers for the next following meeting are due to be
- seseorang harus dilakukan dengan kertas suara yang belum ditandatangani dan dilipat dan suara mengenai hal yang lain harus dilakukan secara verbal, kecuali apabila ketua rapat menentukan lain tanpa ada keberatan dari mereka yang hadir.
- (b) Suara kosong dan suara tidak sah akan dianggap secara hukum tidak diberikan dan karenanya tidak ada dan tidak akan dihitung dalam menentukan jumlah suara yang diberikan.
18. Risalah rapat dari Dewan Komisaris harus dibuat oleh seseorang yang hadir pada rapat dan ditunjuk oleh ketua rapat dan harus ditandatangani oleh seluruh anggota Dewan Komisaris yang hadir saat rapat untuk memverifikasi kelengkapan dan akurasi dari risalah tersebut. Risalah rapat yang dibuat dan ditandatangani akan berfungsi sebagai bukti konklusif mengenai keputusan yang diambil pada saat rapat tersebut. Apabila risalah tersebut dibuat oleh notaris, tanda tangan anggota tidak dibutuhkan. Salinan atas atau kutipan dari risalah rapat Dewan Komisaris harus dianggap sebagai salinan yang sah atau kutipan yang sah apabila hal tersebut disebutkan sebagai salinan atau kutipan asli dan ditandatangani oleh seluruh anggota Dewan Komisaris atau apabila hal tersebut diterbitkan oleh notaris yang telah membuat risalah tersebut.
19. Rancangan risalah (tunduk pada persetujuan rapat selanjutnya) dari setiap risalah harus diberikan kepada anggota Dewan Komisaris dalam Bahasa Inggris dan dalam Bahasa Indonesia dalam periode waktu yang wajar setelah rapat tersebut (dan dalam hal apapun tidak lebih dari tanggal dimana agenda dan dokumen

circulated); in the event of any inconsistency between the English and Indonesian texts, the English text shall prevail.

20. On any matter requiring an approval or consent of the Board of Commissioners, the Board of Commissioners or any committee thereof may take such action without a meeting, without notice and without a vote if a consent or consents in writing, setting forth the action to be taken, shall be signed by all of the members of the Board of Commissioners (or in the case of a committee of the Board of Commissioners, all of the members of such committee) or their proxies by virtue of a power of attorney. The resolution adopted in this manner shall have the same legal effect as a resolution adopted in a meeting of the Board of Commissioners.
21. Meetings of the Board of Commissioners shall be conducted in the English language provided that if a member of the Board of Commissioners is not comfortable with the English language such member shall be entitled, at the cost of the Company, to use the services of an interpreter at such meetings.
22. All notices of meeting and papers to be considered at any meeting of the Board of Commissioners shall be accompanied by an English translation thereof, as shall any other papers that any member of the Board of Commissioners may reasonably request prior to the meeting.
23. Subject to acting in the best interests of the Company and complying with all applicable laws, the Board of Commissioners (and each individual Commissioner making up the Board of Commissioners) must take steps to

untuk rapat selanjutnya harus diedarkan); dalam hal terjadi inkonsistensi antara teks Bahasa Inggris dan teks Bahasa Indonesia, teks Bahasa Inggris akan berlaku.

20. Pada setiap hal yang membutuhkan persetujuan dari Dewan Komisaris, Dewan Komisaris atau komite dari Dewan Komisaris dapat mengambil tindakan tersebut tanpa rapat, tanpa pemberitahuan dan tanpa suara apabila persetujuan dalam bentuk tertulis, yang mengatur tindakan yang harus diambil, harus ditandatangani oleh seluruh anggota Dewan Komisaris (atau dalam hal komite dari Dewan Komisaris, seluruh anggota dari komite tersebut) atau kuasa mereka berdasarkan surat kuasa. Keputusan yang diambil dengan cara demikian, mempunyai kekuatan yang sama dengan keputusan yang diambil dengan sah dalam rapat Dewan Komisaris.
21. Rapat Dewan Komisaris dilaksanakan dalam Bahasa Inggris dengan ketentuan bahwa apabila terdapat anggota Dewan Komisaris yang tidak nyaman dengan Bahasa Inggris, anggota tersebut berhak, dengan biaya Perseroan, untuk menggunakan jasa penerjemah untuk rapat tersebut.
22. Seluruh pemberitahuan rapat dan dokumen yang dipertimbangkan pada setiap rapat Dewan Komisaris harus disertai dengan terjemahan Bahasa Inggris atas pemberitahuan dan dokumen tersebut, sebagaimana dokumen lainnya yang mungkin diminta oleh anggota Dewan Komisaris dapat diminta sebelum rapat.
23. Dengan ketentuan untuk bertindak demi kepentingan terbaik Perseroan dan mematuhi semua hukum yang berlaku, Dewan Komisaris (dan setiap anggota individu dari Dewan Komisaris) harus mengambil

implement, and may not act inconsistently with the LTIP, the annual operating plan and annual financial plan (after giving effect to any amendments thereto or deviations therefrom to the extent permitted by the terms agreed by Freeport and Inalum Group).

Article 19
FINANCIAL YEAR AND ANNUAL REPORT

1. The Board of Directors is required to submit the working plan (namely the annual operating plan and the annual financial plan) which also includes the Company's annual budget to the Board of Commissioners or, to the extent required under the Shareholders Agreement, to the GMS to obtain approval prior to the commencement of a financial year.
2. Subject to the Shareholders Agreement, the working plan as stipulated in paragraph 1 shall be submitted prior to the commencement of the next financial year.
3. The financial year of the Company runs from the 1st (first) day of January and through the 31st (thirty first) day of December. At the end of December each year, the books of the Company shall be closed.
4. At the latest within 6 (six) months after the Company's books are closed, the Directors shall prepare the annual report according to the provisions prevailing statutory regulations, signed by all members of the Board of Directors and the Board of Commissioners, for submission to the Annual GMS.
5. Such annual report must be made available at the office of the Company at the latest 14 (fourteen) days before the date of the Annual GMS, for inspection

langkah-langkah untuk melaksanakan, dan tidak boleh bertindak secara inkonsisten dengan LTIP, rencana operasi tahunan dan rencana keuangan tahunan (setelah memberlakukan setiap perubahan atau penyimpangan terhadapnya sejauh diizinkan oleh ketentuan yang disetujui oleh Freeport dan Grup Inalum).

Pasal 19
TAHUN BUKU DAN LAPORAN TAHUNAN

1. Direksi menyampaikan rencana kerja (yaitu rencana operasional tahunan dan rencana keuangan tahunan) yang memuat juga anggaran tahunan Perseroan kepada Dewan Komisaris, sepanjang diwajibkan berdasarkan Perjanjian Pemegang Saham, untuk mendapat persetujuan, sebelum tahun buku dimulai.
2. Tunduk pada Perjanjian Pemegang Saham, rencana kerja sebagaimana disebutkan dalam ayat 1 harus diserahkan sebelum dimulainya tahun buku berikutnya.
3. Tahun buku dari Perseroan berjalan dari tanggal 1 (satu) Januari sampai dengan 31 (tiga puluh satu) Desember. Pada akhir bulan Desember setiap tahun, buku Perseroan ditutup.
4. Dalam waktu selambat-lambatnya 6 (enam) bulan setelah buku Perseroan ditutup, Direksi menyusun laporan tahunan sesuai ketentuan peraturan perundang-undangan yang berlaku, yang ditandatangani oleh semua anggota Direksi dan Dewan Komisaris, untuk diajukan dalam RUPS Tahunan.
5. Laporan tahunan tersebut harus sudah disediakan di kantor Perseroan selambatnya 14 (empat belas) hari sebelum tanggal RUPS Tahunan

by the shareholders.

Article 20
DIVIDEND DISTRIBUTION

1. Dividends shall be declared by the Company in accordance with the Company's dividend policy.
2. Profit which is distributed as dividends and is not claimed within period of 5 (five) years after it is ready for the payment is to put into the reserve fund specially created for that purpose. The dividends which are in that specific reserve fund may be claimed by a shareholder who has the right to do so before the expiration of the period of 5 (five) years, by submitting evidence acceptable to the Company's Board of Directors concerning his rights to those dividends. Dividends which have not been distributed after 10 (ten) years is passed will become the right of the Company.

Article 21
CONCLUDING PROVISIONS

1. Anything that is not provided for or insufficiently covered in these Articles of Association or the Shareholders Agreement, will be decided by a GMS.

diselenggarakan, agar dapat diperiksa oleh para pemegang saham.

Pasal 20
PEMBAGIAN DIVIDEN

1. Dividen harus dideklarasikan oleh Perseroan sesuai dengan kebijakan dividen Perseroan.
2. Laba yang dibagikan sebagai dividen yang tidak diambil dalam waktu 5 (lima) tahun setelah disediakan untuk dibayarkan, dimasukkan ke dalam dana cadangan yang khusus diperuntukkan untuk itu. Dividen dalam dana cadangan khusus tersebut dapat diambil oleh pemegang saham yang berhak sebelum lewatnya jangka waktu 5 (lima) tahun, dengan menyampaikan bukti haknya atas dividen tersebut yang dapat diterima oleh Direksi Perseroan. Dividen yang tidak diambil setelah lewat 10 (sepuluh) tahun tersebut akan menjadi hak Perseroan.

Pasal 21
KETENTUAN PENUTUP

1. Segala sesuatu yang tidak atau belum cukup diatur dalam Anggaran Dasar ini atau Perjanjian Pemegang Saham, akan diputus dalam RUPS.

SCHEDULE 6

Dividend Policy

Dividends will be restricted to the lowest of (a) Available Cash Flow for Dividends; (b) after the Initial Period, an amount equal to the maximum distribution that can be made without resulting in the Leverage Ratio exceeding 4.0 to 1.0, pro forma for the payment of such dividend; and (c) the amount allowed pursuant to any limitation on distributions imposed by lenders or other counterparties pursuant to a distributions covenant or as a result of financial ratio maintenance requirements.

“ **Leverage Ratio** ” means, as of any time, an amount equal to the quotient of (i) the aggregate principal amount of Total Funded Debt of the Company outstanding as of such date, in the amount that would be reflected as a liability on a balance sheet prepared as of such date on a consolidated basis in accordance with the Accounting Principles less unrestricted cash of the Company as of such time, divided by (ii) EBITDA for the twelve-month period ending on or immediately preceding such time.

“ **Indebtedness** ” of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person, (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding trade accounts payable and other accrued expenses incurred in the ordinary course of business and deferred compensation), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed, (f) all guarantees by such Person of Indebtedness of others, (g) all Capital Lease Obligations of such Person, (h) all obligations, contingent or otherwise, of such Person as an account party (including reimbursement obligations to the issuer) in respect of letters of credit and letters of guaranty, which support or secure Indebtedness, (i) all obligations in respect of prepaid production arrangements, prepaid forward sale arrangements or derivative contracts in respect of which such Person receives upfront payments in consideration of an obligation to deliver product or commodities (or make cash payments based on the value of product or commodities) at a future time and (j) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances.

“ **Total Funded Debt** ” of any Person means Indebtedness of such Person of the types referred to in clauses (a), (b), (c), (d), (g), (i) and (j) of the definition thereof and all Indebtedness of the types referred to in clauses (e), (f) and (h) of such definition relating to Indebtedness of others of the types referred to in such clauses (a), (b), (c), (d), (g), (i) and (j); provided, however that Total Funded Debt shall exclude the Make Whole Note referenced in schedule 9.

“ **Capital Lease Obligations** ” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital or finance leases on a balance sheet of such Person under the

Accounting Principles and the amount of such obligations shall be the capitalized amount thereof determined in accordance with the Accounting Principles.

“ **Available Cash Flow for Dividends** ” means, with respect to any period:

- (a) Without duplication, the sum of:
- (i) cash and short-term investments of the Company included in current assets on the balance sheet at beginning of the period, excluding short-term Restricted Cash. “ **Restricted Cash** ” means amounts that are reserved or otherwise restricted from withdrawal pursuant to laws, regulations or contractual arrangements with financial institutions or other third parties, including cash to secure financial assurance instruments.
 - (ii) cash flow from operations of the Company during such period,
 - (iii) cash proceeds from the sale of assets by the Company during such period, net of transaction costs,
 - (iv) cash proceeds from the issuance of debt by the Company during such period,
 - (v) cash proceeds from cash calls by the Company during such period,
 - (vi) reductions in Restricted Cash (to the extent received by the Company) during such period and
 - (vii) repayments to the Company from Company Subsidiaries or joint ventures of the Company of investments or loans during such period;

minus

- (b) without duplication, the sum of:
- (i) increases in Restricted Cash during such period,
 - (ii) capital expenditures of the Company (including capitalized interest) during such period,
 - (iii) investments by the Company in or loans to Company Subsidiaries or joint ventures during such period,
 - (iv) debt service by the Company during such period,
 - (v) dividends paid by the Company during such period,
 - (vi) cash reserves necessary to address forecasted expenditures in excess of forecasted available cash,

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- (vii) any other cash expenditures not included in the above items in this clause (b) (including, to the extent not otherwise included above in this clause (b), Monthly Deficit Payments referenced in schedule 9 made during such period);

provided that for purposes of calculating the amounts for each of the items above,

- (A) amounts attributable to Company Subsidiaries that are consolidated in accordance with the Accounting Principles will be excluded,
- (B) actual cash payments to or from Company Subsidiaries in the form of dividends, distributions, investments or advances will be included, and
- (C) amounts will be determined in accordance with the Accounting Principles. “ **Accounting Principles** ” means Indonesian generally accepted accounting principles using the assumptions, classifications, judgments, practices, and methodologies used in the preparation of the Company’s audited financial statements.

SCHEDULE 7

Operating Committee Authority

- (a) The Board of Directors shall delegate its full authority (including a delegation of the right to make all decisions) with respect to mining, development and planning, exploration, concentrating, technical services, power services, port-site operations, smelter activities, health & safety, security, environmental management, purchasing and logistics, and jobsite-based human resources & administration, in each case with respect to the Company and the Company Subsidiaries.
- (b) The Board of Directors may, in addition to the delegation contemplated by paragraph (a) above, also delegate limited authority to the Operating Committee to undertake operations in the ordinary course with the Board of Directors retaining oversight authority to direct the Operating Committee on its approach to the relevant functions. The Operating Committee will give periodic reports to the Board of Directors and respond to any other reporting requests received from the Board of Directors from time to time with respect to any functions that are delegated to the Operating Committee.
- (c) The Board of Directors shall have full authority to oversee strategy, government relations, internal communications, external affairs, sales and marketing, environmental strategy, security assessment, finance, accounting, tax, community development, legal, compliance, corporate social responsibility, strategic procurement advice, Jakarta-based human resources, and Jakarta-based administration, in each case with respect to the Company and the Company Subsidiaries.

SCHEDULE 9

Economics Replacement During the Initial Period

ARTICLE 1
DEFINITIONS

Section 1.01. Definitions.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement. As used in this Schedule, the following terms have the following meanings:

“**Accounting Principles**” means Indonesian generally accepted accounting principles using the assumptions, classifications, judgments, practices, and methodologies used in the preparation of the Company’s audited financial statements.

“**Adjustment Date**” means the last day of each calendar quarter. In addition, if the Company makes a payment under the Make Whole Note, the date of such payment shall be treated as an Adjustment Date.

“**Available Cash Flows**” means, with respect to any period:

- (a) without duplication, the sum of (i) the cash and short term investments of the Company included in current assets on the balance sheet at the beginning of such period, excluding Restricted Cash, (ii) cash flow from operations of the Company during such period, (iii) cash proceeds from the sale of assets by the Company during such period, net of transaction costs, (iv) cash proceeds from the issuance of debt by the Company during such period, (v) cash proceeds from cash calls by the Company during such period, (vi) reductions in Restricted Cash (to the extent received by the Company) during such period and (vii) repayments to the Company from subsidiaries or joint ventures of the Company of investments or loans during such period; *minus*
- (b) without duplication, the sum of (i) increases in Restricted Cash during such period, (ii) capital expenditures of the Company (including capitalized interest) during such period, (iii) investments by the Company in or loans to its subsidiaries or joint ventures during such period, (iv) debt service by the Company during such period, (v) dividends paid by the Company during such period that were declared from the Available Cash Flow in any preceding period; and (vi) any other cash expenditures not included in the above items in this clause (b) (including, to the extent not otherwise included above in this clause (b), Monthly Deficit Payments referenced in this schedule made during such period);

provided that for purposes of calculating the amounts for each of the items above, (A) amounts attributable to subsidiaries of the Company that are consolidated in accordance with the Accounting Principles will be excluded, (B) actual cash payments to or from subsidiaries of the Company in the form of dividends, distributions, investments or advances will be included, and (C) amounts will be determined in accordance with the Accounting Principles.

“**Copper Target**” means 3,797,327,822 pounds.

“**Cut-Off Date Copper Volume Deficit**” means (i) as of the end of the Initial Period

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- (a) the Copper Target; *minus*
- (b) the Company's cumulative production and sales thereof of recovered copper in concentrates following the date hereof and prior to the end of the Initial Period,
multiplied by (ii) 96.5%.

For the avoidance of doubt, the Cut-Off Date Copper Volume Deficit shall not be less than zero.

“**Cut-Off Date Gold Volume Deficit**” means (i) as of the end of the Initial Period

- (a) the Gold Target; *minus*
- (b) the Company's cumulative production and sales thereof of recovered gold in concentrates following the date hereof and prior to the end of the Initial Period,
multiplied by (ii) 97%.

For the avoidance of doubt, the Cut-Off Date Gold Volume Deficit shall not be less than zero.

“**Eligible Volume**” means, with respect to any calendar month, (a) with respect to copper, the lesser of (i) the pounds of payable copper sold by the Company in such month and (ii) 86,000,000 pounds; provided that such amount shall not exceed the Cut-Off Date Copper Volume Deficit less the Eligible Volume of copper with respect to which Monthly Deficit Payments were made pursuant to Section 2.03 in respect of prior calendar months, and (b) with respect to gold, the lesser of (i) the ounces of payable gold sold by the Company in such month and (ii) 122,000 ounces; provided that such amount shall not exceed the Cut-Off Date Gold Volume Deficit less the Eligible Volume of gold with respect to which Monthly Deficit Payments were made pursuant to Section 2.03 in respect of prior calendar months.

“**Exchange Assignment Percentage**” means, with respect to any Exchange Shareholder at any time, a fraction (expressed as a percentage), (i) the numerator of which is the total number of Exchange Shares owned by such Exchange Shareholder as of such time, and (ii) the denominator of which is the total number of outstanding Exchange Shares as of such time.

“**Exchange Share Percentage**” means, as of any time, a fraction (expressed as a percentage), (i) the numerator of which is the total number of Exchange Shares outstanding as of such time, and (ii) the denominator of which is the total number of outstanding Ordinary Shares as of such time.

“**Exchange Shareholders**” means the holders of Exchange Shares in their capacity as such.

“**Exchange Shares**” means the Ordinary Shares issued pursuant to the Subscription Agreement dated as of 27 September 2018 among the Company, Inalum and PTIPMM.

“ **Gold Target** ” means 5,250,350 ounces.

“ **Initial Period** ” means the period ending on the earlier of (a) December 31, 2022 and (b) the Volume Target Date.

“ **Interest Rate** ” means a daily rate expressed as a percentage equal to LIBOR *plus* 6.00% per calendar year, divided by 365 or 366 calendar days, as the case may be, during such calendar year.

“ **Monthly Deficit Payment** ” has the meaning set forth in Exhibit B.

“ **Ordinary Shares** ” means the ordinary shares of the Company, and any other security into which such shares may hereafter be converted or changed.

“ **Payment Return** ” means an amount calculated as of each Adjustment Date, beginning on the second Adjustment Date, equal to the sum of the amounts determined for each day (including such Adjustment Date) since the immediately preceding Adjustment Date by multiplying the Interest Rate by the sum of (i) the Unpaid Post-Cut-Off Payments and (ii) the Unpaid Payment Interest, in each case as of the immediately preceding Adjustment Date.

“ **Pre-Exchange Percentage Interest** ” means, with respect to any Pre-Exchange Shareholder at any time, a fraction (expressed as a percentage), (i) the numerator of which is the total number of Pre-Exchange Shares owned by such Pre-Exchange Shareholder as of such time, and (ii) the denominator of which is the total number of outstanding Pre-Exchange Shares as of such time.

“ **Pre-Exchange Shareholders** ” means the holders of Pre-Exchange Shares, in their capacity as such.

“ **Pre-Exchange Shares** ” means the Ordinary Shares outstanding as of immediately prior to the date hereof.

“ **Restricted Cash** ” means cash amounts of the Company that are reserved or are otherwise restricted from withdrawal pursuant to laws, regulations or contractual arrangements with financial institutions or other third parties, including cash to secure financial assurance instruments.

“ **Smelter Project** ” means the new smelting and refining facility, including precious metal refining, required to be developed by the Company pursuant to the IUPK.

“ **Specified Expansion Project** ” means New Power Generation, SAG Pre-Crushers and C3 Ball Mill.

“ **Unpaid Assigned Payments** ” means, at any time, the sum of (i) the Unpaid Post-Cut-Off Payments as of such time and (ii) the Unpaid Payment Interest as of such time.

“ **Unpaid Payment Interest** ” means, as of each Adjustment Date beginning on the second Adjustment Date, (i) the Unpaid Payment Interest as of the previous Adjustment Date *plus* (ii) the Payment Return since the previous Adjustment Date

minus (iii) the amount of repayments since the previous Adjustment Date that are deemed to be payments of Unpaid Payment Interest in accordance with Section 3.06(b).

“ **Unpaid Post-Cut-Off Payments** ” means, as of any time, the aggregate amount of any capital call(s) the Exchange Shareholders have failed to pay in accordance with Section 3.02 or Section 3.03 or Section 3.04 as of such time.

“ **Volume Target Date** ” means the later of (a) the date on which the Company’s cumulative production and sales thereof of recovered copper in concentrates following the date hereof exceeds the Copper Target and (b) the date on which the Company’s cumulative production and sales thereof of recovered gold in concentrates following the date hereof exceeds the Gold Target. For purposes of this determination, if such date occurs (i) during the first half of a month, the Volume Target Date will be deemed to be the last day of the immediately preceding month and (ii) during the second half of a month, the Volume Target Date will be deemed to be the last day of such month.

ARTICLE 2

DIVIDEND ASSIGNMENT ; REIMBURSEMENT

Section 2.01. Dividend Assignment.

(a) Pre-Cut-Off Dividends .

Each Exchange Shareholder (each in such capacity, an “ **Assignor** ”) hereby assigns to the Pre-Exchange Shareholders (*pro rata* in accordance with their respective Pre-Exchange Percentage Interest) all of such Assignor’s right, title and interest in and to all dividends of Available Cash Flows generated on or prior to the end of the Initial Period.

For the avoidance of doubt, dividends of Available Cash Flows generated on or prior to the end of the Initial Period may be made following the end of the Initial Period and will remain subject to this provision.

(b) Payment of Assigned Dividends .

With respect to any dividend assigned to the Pre-Exchange Shareholders pursuant to Section 2.01(a) , the Parties hereby agree that the Company shall make the payment of such assigned dividends directly to the applicable Pre-Exchange Shareholders (and not to the Assignors).

Section 2.02 Adjustments to Dividends.

(a) Overpayment during Pre-Cut Off Date .

To the extent that following the end of the Initial Period the Company:

- i. overpaid taxes with respect to the period prior to the end of the Initial Period; or

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- ii. receives a payment relating to an extraordinary event occurring prior to the end of the Initial Period, the amount of such overpayment or payment shall be deemed Available Cash Flows generated prior to the end of the Initial Period and, promptly following receipt of the related tax refund or payment, be distributed to the Shareholders as a dividend (and, for the avoidance of doubt, Section 2.01(a) would apply to such dividend).

(b) Underpayment during Pre-Cut Off Date.

To the extent that following the end of the Initial Period the Company:

- i. determines or is subject to a ruling that it has underpaid or failed to pay taxes with respect to the period prior to the end of the Initial Period; or
- ii. incurs costs or payments (excluding costs and payments relating to the Smelter Project) attributable to an extraordinary event occurring prior to the end of the Initial Period; or
- iii. Available Cash Flows are reduced in respect of the repayment of third party debt or Shareholder Loans (including interest thereon) incurred prior to the end of the Initial Period (other than third party debt or Shareholder Loans made to fund the Smelter Project), then such amount shall be applied as a reduction of Available Cash Flows generated prior to the end of the Initial Period and, to the extent dividends paid to the Shareholders with Available Cash Flows generated prior to the end of the Initial Period exceed such reduced amount of Available Cash Flows generated prior to the end of the Initial Period, then within five Business Days following such determination, incurrence of cost or payment or reduction in Available Cash Flows, each Pre-Exchange Shareholder shall pay to the Exchange Shareholders (*pro rata* in accordance with their respective Exchange Assignment Percentage) an amount equal to such Pre-Exchange Shareholder's Pre-Exchange Percentage Interest of such excess multiplied by the Exchange Share Percentage in immediately available funds to an account or accounts designated by the Exchange Shareholders, with the effect that the Shareholders receive such amount in proportion to their respective Percentage Interests.

Section 2.03 Make Whole Note.

- (a) Notwithstanding anything in the Dividend Policy to the contrary, within 30 days after the end of the Initial Period, the Company shall issue a dividend payable as a note equal to the Monthly Deficit Payments payable in respect of the:
 - i. Cut-Off Date Copper Volume Deficit; and
 - ii. Cut-Off Date Gold Volume Deficit,

(the “**Make Whole Note**”). The Make Whole Note will be repaid in monthly installments on the 20th day following the end of each calendar month in an amount equal to the Monthly Deficit Payment payable with respect to the calendar month immediately preceding the month in which the payment is made.

- (b) Each Exchange Shareholder hereby assigns to the Pre-Exchange Shareholders (*pro rata* in accordance with their respective Pre-Exchange Percentage Interest) all of such Assignor’s right, title and interest in and to the Monthly Deficit Payments.
- (c) The Make Whole Note shall not bear interest.
- (d) The Make Whole Note shall be repaid out of Available Cash Flow generated following the end of the Initial Period without duplication, in priority to any dividends to the Shareholders.
- (e) Any Available Cash Flows generated in calendar months following the end of the Initial Period in excess of the Monthly Deficit Payment for such month shall be distributed to the Shareholders as a dividend, subject to Section 3.06(b) and the Dividend Policy.
- (f) Within 30 days following each Adjustment Date, the Company shall provide the Shareholders a schedule setting forth the Cut-Off Copper Volume Deficit and Cut-Off Gold Volume Deficit less Eligible Volumes of copper and gold used in the calculation of Monthly Deficit Payments paid in respect of the Make Whole Note.
- (g) If there is a Close-down of the Company, the Make Whole Note will be cancelled and the Pre-Exchange Shareholders waive any and all rights to be repaid any amount of the Make Whole Note that remains outstanding at the time.
- (h) Solely for accounting purposes, the parties intend to adjust the nominal value of the Make Whole Note as payments are made pursuant to this Section 2.03 in a manner that tracks as closely as possible to the fair market value of the liability (it being understood and agreed that this Section 2.03(h) shall not have any impact on the actual cash payments required to be made under this Section 2.03).

ARTICLE 3

F INANCING ; F UNDIRG ; S HAREHOLDER L OANS

Section 3.01. Project Financing.

Subject to the terms of the Shareholders Agreement, the Shareholders acknowledge that the Company intends to seek to secure third party project financing with a target to maximize the funds for the development of the Smelter Project in the form of third party debt.

Section 3.02. Expansion Capex Payments.

- (a) Subject to Section 3.02(b), in equal quarterly installments on the 20th day following the end of each calendar quarter of each calendar year up to the end of the Initial Period, the Exchange Shareholders (*pro rata* in accordance with their respective Exchange Assignment Percentage) shall pay to the Company as a capital contribution the amounts set forth in Exhibit A under the column “40% Share” for such calendar year (“**Fixed Capital Payment**”); *provided* that, in the event the end of the Initial Period occurs on a date other than the last day of a calendar quarter, the last Fixed Capital Payment shall be due 20 days following the end of the Initial Period and shall be reduced proportionately based on the number of days that elapsed from the end of the prior calendar quarter through the end of the Initial Period. For the avoidance of doubt, all Fixed Capital Payments shall be deemed Available Cash Flows generated prior to the end of the Initial Period, including the last Fixed Capital Payment, which will be required to be made 20 days following the end of the Initial Period.
- (b) If any of the Specified Expansion Projects are deferred or cancelled and as a result of which the Company’s aggregate spending on such Specified Expansion Project is less than what was projected to be spent in the applicable period when deriving the Fixed Capital Payments set forth on Exhibit A, then a proportionate amount of the Fixed Capital Payment corresponding to the unspent amounts with respect to such Specified Expansion Project for that calendar quarter will be deferred to the calendar quarter in which the corresponding cost for such Specified Expansion Project is incurred or cancelled, as applicable.
- (c) Notwithstanding anything in this Section 3.02 but without limiting the obligations of all Shareholders to make capital contributions in accordance with Section 3.05(b), any amount of Fixed Capital Payments that are not incurred prior to the end of the Initial Period, are cancelled and are not required to be paid by the Exchange Shareholders .

Section 3.03 Smelter Payments.

On the 20th day following the end of each calendar quarter up to the end of the Initial Period (and, if the end of the Initial Period does not fall on the last day of a calendar quarter, on the 20th day following the end of the Initial Period), the Exchange Shareholders (*pro rata* in accordance with their respective Exchange Assignment Percentage) shall pay to the Company as a capital contribution the following amounts (and, for the avoidance of doubt, all such capital contributions shall be deemed Available Cash Flows generated prior to the end of the Initial Period):

- (i) the amount by which Available Cash Flows generated in the applicable calendar quarter are reduced in respect of the Exchange Share Percentage of costs of the Company associated with the Smelter Project (excluding any such costs incurred prior to the date hereof), whether in the form of capital costs, equity contributions or loans to a project company, debt service, treatment and refining charges, cash costs incurred for purposes of credit

support or otherwise, and any other payments relating to the Smelter Project; *plus*

- (ii) without duplication of the amounts described in clause (i):
 - (A) the Exchange Share Percentage of Restricted Cash as of the date hereof to the extent relating to the Smelter Project ; and
 - (B) the Exchange Share Percentage of any increases in Restricted Cash in the applicable calendar quarter to the extent such increases relate to the Smelter Project; *less*

in the case of each of clause (A) and (B), the Exchange Share Percentage of any reductions in Restricted Cash (to the extent received by the Company) in the applicable calendar quarter to the extent such reductions relate to the to the Smelter Project); *minus*
- (iii) the Exchange Share Percentage of the aggregate amount of capital calls and Shareholder Loans made in the applicable calendar quarter to fund the Smelter Project.

Section 3.04 Restricted Cash Payment

On the 20th day following the end of the Initial Period, the Exchange Shareholders (pro rata in accordance with their respective Exchange Assignment Percentage) shall pay to the Company as a capital contribution the Exchange Share Percentage of Restricted Cash as of the end of the Initial Period to the extent relating to any obligations that will arise or occur after the end of the Initial Period (other than relating to the Smelter Project). All such capital contributions shall be deemed Available Cash Flows generated prior to the end of the Initial Period.

Section 3.05. Funding.

- (a) Initial Period.
 - (i) General. All capital calls made by the Company prior to the end of the Initial Period (other than capital calls in respect of the Smelter Project and any capital calls under Section 3.03) shall be funded by the Pre-Exchange Shareholders *pro rata* in accordance with their respective Pre-Exchange Percentage Interests, and the Exchange Shareholders shall bear no liability for such capital calls.
 - (ii) Smelter Project. All capital calls made by the Company prior to the end of the Initial Period in respect of the Smelter Project (other than capital calls made pursuant to Section 3.03) shall be funded by all Shareholders *pro rata* in accordance with their respective Percentage Interests.

(b) Post-Initial Period.

Following the end of the Initial Period, all capital calls made by the Company shall be funded by all Shareholders *pro rata* in accordance with their respective Percentage Interests.

Section 3.06 Failure to Fund

(a) General.

If any Shareholder fails to fund any capital call it is required to fund in accordance with Section 3.05 and any other Shareholder is willing to provide the Company with the funds sufficient to meet the obligations required by such capital call, all Shareholders who fund such capital call shall be required to fund such capital call by way of a Shareholder Loan at an interest rate of LIBOR *plus* 6% per annum. The principal and interest on Shareholder Loans shall be repaid in priority to any dividends to the Shareholders; *provided* that all Shareholder Loans made to fund obligations relating to the Smelter Project shall not be repayable until after the end of the Initial Period.

(b) Smelter and Expansion Capex.

An amount equal to (i) 250% *multiplied by* (ii) Unpaid Assigned Payments will be repaid by the Company to the Pre-Exchange Shareholders (*pro rata* based on their respective Pre-Exchange Percentage Interest) out of Available Cash Flows generated following the end of the Initial Period in priority to any dividends to the Shareholders, but following the payments to be made under Section 2.03. Repayments under this Section 3.06(b) shall (i) first, be deemed payments of Unpaid Payment Interest until the Unpaid Payment Interest is equal to zero and (ii) second, be deemed payments of Unpaid Post-Cut-Off Payments.

Exhibit A — Expansion Capex Schedule

\$ millions

	<u>Aggregate</u>	<u>40% Share</u>	<u>Specified Expansion Project</u>					
			<u>Aggregate</u>			<u>40% Share</u>		
			<u>New Power Generation</u>	<u>SAG Pre-Crushers</u>	<u>C3 Ball Mill</u>	<u>New Power Generation</u>	<u>SAG Pre-Crushers</u>	<u>C3 Ball Mill</u>
2018	\$ 325	\$ 130	\$ 0	\$ 1	\$ 0	\$ 0	\$ 1	\$ 0
2019	322	129	0	39	2	0	16	1
2020	413	165	25	64	20	10	26	8
2021	468	187	36	116	50	14	46	20
2022	474	190	213	60	28	85	24	11

Exhibit B – Monthly Deficit Payment

“ **Monthly Deficit Payment** ” means, with respect to any calendar month, (a) Pre-Tax Deficit Payment with respect to such month *multiplied by* (b) 75% *minus* (c) Net Profits Tax with respect to such month.

“ **Pre-Tax Deficit Payment** ” means, with respect to any calendar month, (a) Deficit Net Revenues with respect to such calendar month *minus* (b) Deficit Cost Share with respect to such calendar month.

“ **Deficit Net Revenues** ” means, with respect to any calendar month, (a) Deficit Copper Revenue with respect to such calendar month, *plus* (b) Deficit Gold Revenue with respect to such calendar month, *minus* (c) Deficit Copper TC/RCs with respect to such calendar month, *minus* (d) Deficit Gold RCs with respect to such calendar month, *minus* (e) Deficit Copper Royalties with respect to such calendar month, *minus* (f) Deficit Gold Royalties with respect to such calendar month, *minus* (g) Deficit Freight Cost with respect to such calendar month, *minus* (h) Deficit FFIJD Cost with respect to such calendar month.

“ **Deficit Copper Revenue** ” means, with respect to any calendar month, (a) Eligible Volume of copper in such month *multiplied by* (b) the average copper price, before any deductions for TC/RCs, realized by the Company in such month.

“ **Deficit Gold Revenue** ” means, with respect to any calendar month, (a) Eligible Volume of gold in such month *multiplied by* (b) the average gold price, before any deductions for TC/RCs, realized by the Company in such month.

“ **Deficit Copper TC/RCs** ” means, with respect to any calendar month, (a) actual Copper TC/RCs incurred on a \$/lb basis on sales to PT Smelting *multiplied by* (b) Eligible Volume of copper for such calendar month.

“ **Deficit Gold RCs** ” means, with respect to any calendar month, (a) actual Gold RCs incurred on a \$/oz basis on sales to PT Smelting *multiplied by* (b) Eligible Volume of gold for such calendar month.

“ **Deficit Copper Royalties** ” means, with respect to any calendar month, (a) 4.00% *multiplied by* (b) (i) Deficit Copper Revenue for such month, *minus* (ii) Deficit Freight Cost for such month *minus* (iii) Deficit Copper TC/RCs for such month.

“ **Deficit Gold Royalties** ” means, with respect to any calendar month, (a) 3.75% *multiplied by* (b) (i) Deficit Gold Revenue for such month *minus* (ii) Deficit Gold RCs for such month.

“ **Deficit Freight Cost** ” means, with respect to any calendar month, (a) Eligible Volume of copper for such month *multiplied by* (b) the Company’s average per pound freight cost for such month.

“ **Deficit FFIJD Cost** ” means, with respect to any calendar month, (a) 1.00% *multiplied by* (b) (i) Deficit Copper Revenue for such month, *plus* (ii) Deficit Gold Revenue for such month, *minus* (iii) Deficit Copper TC/RCs for such month, *minus* (iv) Deficit Gold RCs for such

month, *minus* (v) Deficit Copper Royalties for such month *minus* (vi) Deficit Gold Royalties for such month.

“ **Deficit Cost Share** ” means, with respect to any calendar month, (a) the sum of the Company’s site operating costs for such month (excluding FFIJD and smelter costs), the Company’s general and administrative (G&A) expenses for such calendar month as set forth in the Company’s income statement for such month (excluding smelter-related expenses) and the Company’s sustaining capital for such month as set forth in the Company’s cash flow statement for such month (excluding smelter) *multiplied by* (b) the Deficit Sharing Ratio for such month.

“ **Deficit Sharing Ratio** ” means, with respect to any calendar month, (a) Deficit Net Revenues for such month *divided by* (b) Company Net Revenues for such month.

“ **Company Net Revenues** ” means, with respect to any calendar month, (a) the Company’s gross revenue for such month (including copper, gold and silver), *minus* (b) the Company’s TC/RCs for such month as set forth on the Company’s income statement for such month, *minus* (c) royalties of the Company in respect of copper, gold and silver for such month as set forth on the Company’s income statement for such month, *minus* (d) the Company’s concentrate freight cost for such month as set forth on the Company’s income statement for such month, *minus* (e) the Company’s FFIJD for such month (calculated as (x) 1% of (y) the Company’s gross revenue for such month (including copper, gold and silver) less the amounts deducted pursuant to clauses (b) and (c) of this definition).

“ **Net Profits Tax** ” means, with respect to any calendar month, (a) 10% *multiplied by* (b) (A) (i) Pre-Tax Deficit Payment for such month, *plus* (ii) Deficit Sustaining Capital for such month, *minus* (iii) Deficit Book Depreciation for such month *multiplied by* (B) 75%.

“ **Deficit Sustaining Capital** ” means, with respect to any calendar month, (a) the Company’s sustaining capital for such month as set forth in the Company’s cash flow statement for such month (excluding smelter) *multiplied by* (b) the Deficit Sharing Ratio for such month.

“ **Deficit Book Depreciation** ” means, with respect to any calendar month, (a) the depreciation, depletion and amortization (DD&A) of the Company for such month as set forth on the Company’s income statement for such month (excluding smelter) *multiplied by* (b) the Deficit Sharing Ratio for such month.

An example of the calculation is set forth below:

[Indonesia National Emblem]

**MINISTER OF ENERGY AND MINERAL RESOURCES
OF THE REPUBLIC OF INDONESIA**

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF
THE REPUBLIC OF INDONESIA
NUMBER 2053 K/30/MEM/2018
REGARDING
PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE
PT FREEPORT INDONESIA
BY THE GRACE OF GOD ALMIGHTY

THE MINISTER OF ENERGY AND MINERAL RESOURCES
OF THE REPUBLIC OF INDONESIA

- Considering :
- a. whereas PT Freeport Indonesia has been granted a Special Mining Business License for Production Operation pursuant to the Decree of the Minister of Energy and Mineral Resources Number 431 K/30/MEM/2017 dated 10 February 2017 regarding Special Mining Business License for Production Operation to PT Freeport Indonesia as amended several times lastly by the Decree of the Minister of Energy and Mineral Resources Number 2022 K/30/MEM/2018 dated 30 November 2018 regarding Ninth Amendment to the Decree of the Minister of Energy and Mineral Resources Number 431 K/30/MEM/2017 dated 10 February 2017 regarding Special Mining Business License for Production Operation to PT Freeport Indonesia;
 - b. whereas based on completion of adjustment of implementation of the Special Mining Business License for Production Operation as well as to provide legal certainty and business certainty for operation continuation, it is needed to determine again the Special Mining Business License for Production Operation to PT Freeport Indonesia;
 - c. whereas PT Freeport Indonesia has fulfilled the requirements and shown good operational performance to obtain the Special Mining Business License for Production Operation as meant in letter b;

d. whereas based on the considerations as referred to under letter a, letter b, and letter c, it is necessary to stipulate a Decree of the Minister of Energy and Mineral Resources regarding the Special Mining Business License for Production Operation for PT Freeport Indonesia;

In view of

- :
1. Law Number 41 of 1999 regarding Forestry (State Gazette of the Republic of Indonesia of 1999 Number 167, Supplement to State Gazette of the Republic of Indonesia Number 3888) as amended by Law Number 19 of 2004 regarding Determination of the Government Regulation in lieu of Law Number 1 Year 2004 regarding Amendment to Law Number 41 of 1999 regarding Forestry to become a Law (State Gazette of the Republic of Indonesia of 2004 Number 86, Supplement to State Gazette of the Republic of Indonesia Number 4412);
 2. Law Number 25 of 2007 regarding Capital Investment (State Gazette of the Republic of Indonesia of 2007 Number 67, Supplement to State Gazette of the Republic of Indonesia Number 4724);
 3. Law Number 4 of 2009 regarding Mineral and Coal Mining (State Gazette of the Republic of Indonesia of 2009 Number 4, Supplement to State Gazette of the Republic of Indonesia Number 4959);
 4. Law Number 32 of 2009 regarding Environmental Protection and Management (State Gazette of the Republic of Indonesia of 2009 Number 140, Supplement to State Gazette of the Republic of Indonesia Number 5059);
 5. Government Regulation Number 23 of 2010 regarding Implementation of Mineral and Coal Mining Business Activities (State Gazette of the Republic of Indonesia of 2010 Number 29, Supplement to State Gazette of the Republic of Indonesia Number 5111) as amended several times lastly by Government Regulation Number 8 of 2018 regarding Fifth Amendment to the Government Regulation Number 23 of 2010 regarding Realization of Mineral and Coal Mining Business Activities (State Gazette of the Republic of Indonesia Supplement to State Gazette of the Republic of Indonesia Number 6186);

6. Government Regulation Number 37 of 2018 regarding Treatment of Taxation and/or Non-Tax State Revenues in the Business Field of Mineral Mining (State Gazette of the Republic of Indonesia of 2018 Number 122, Supplement to State Gazette of the Republic of Indonesia Number 6234)
7. Presidential Regulation Number 68 of 2015 regarding Ministry of Energy and Mineral Resources (State Gazette of the Republic of Indonesia of 2015 Number 132) as amended by Presidential Regulation Number 105 of 2016 regarding Amendment to Presidential Regulation Number 68 of 2015 regarding Ministry of Energy and Mineral Resources (State Gazette of the Republic of Indonesia of 2016 Number 289);
8. Minister of Energy and Mineral Resources Regulation Number 13 of 2016 regarding Organization and Working Procedures of the Ministry of Energy and Mineral Resources (State News of the Republic of Indonesia of 2016 Number 782);
9. Minister of Energy and Mineral Resources Regulation Number 09 of 2017 regarding Procedure of Shares Divestment and Mechanism of Price Determination of Shares Divestment in the Mineral and Coal Mining Business (State News of the Republic of Indonesia of 2017 Number 147) as amended by the Minister of Energy and Mineral Resources Regulation Number 43 of 2018 regarding the Amendment of the Minister of Energy and Mineral Resources Regulation Number 09 of 2017 regarding Procedure of Shares Divestment and Mechanism of Price Determination of Shares Divestment in the Mineral and Coal Mining Business (State News of the Republic of Indonesia of 2018 Number 1371);
10. Minister of Energy and Mineral Resources Regulation Number 11 of 2018 regarding Procedures for Granting of Areas, Licensing, and Reporting in the Mineral and Coal Mining Business (State News of the Republic of Indonesia of 2018 Number 295) as amended several times lastly by Minister of Energy and Mineral Resources Regulation Number 51 of 2018 regarding Second Amendment to the Minister of Energy and Mineral Resources Regulation Number 11 of 2018 regarding Procedures

for Granting of Areas, Licensing, and Reporting in the Mineral and Coal Mining Business (State News of the Republic of Indonesia of 2018 Number 1592);

11. Minister of Energy and Mineral Resources Regulation Number 25 of 2018 regarding Mineral and Coal Mining Enterprises (State News of the Republic of Indonesia of 2018 Number 595) as amended by the Minister of Energy and Mineral Resources Regulation Number 50 of 2018 regarding Amendment to the Minister of Energy and Mineral Resources Regulation Number 25 of 2018 regarding Mineral and Coal Mining Enterprises (State News of the Republic of Indonesia of 2018 Number 1591);

12. Minister of Energy and Mineral Resources Regulation Number 26 of 2018 regarding Implementation of Good Mining Norms and Supervision of Mineral and Coal Mining (State News of the Republic of Indonesia of 2018 Number 596);

- In observation of :
1. Agreement between the Government of the Republic of Indonesia, Government of Papua Province, Government of Mimika Regency, and PT Indonesia Asahan Aluminum (Persero) concerning Divestment Share Transfer of PT Freeport Indonesia on 12 January 2018;
 2. Letter from the Minister of Energy and Mineral Resources Number 3156/30/MEM.B/2018 dated 18 December 2018 regarding Approval of the Changes to the Shares Ownership of PT Freeport Indonesia;
 3. Letter from the Minister of Energy and Mineral Resources Number 3173/30/MEM.B/2018 dated 21 December 2018 regarding Approval of the Changes to the Board of Directors and Board of Commissioners of PT Freeport Indonesia;
 4. Letter of the Head of Investment Coordinating Board (BKPM) Number 478/A.1/2018 dated 21 December 2018 regarding Investment Protection for PT Freeport Indonesia;
 5. Letter of the Director of PT Freeport Indonesia Number 105498/16.01/XII/2018 dated 17 December 2018 regarding

Application of the Conversion of the Form of Mining Business and Extension to the Operation Period until 2041;

DECIDES:

- To stipulate : DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES REGARDING SPECIAL MINING BUSINESS LICENSE FOR PRODUCTION OPERATION PT FREEPORT INDONESIA.
- FIRST : To grant a Special Mining Business License for Production Operation as a conversion of the form of the mining business operations from the Contract of Work, which is hereinafter referred to as the Production Operation IUPK, to:
- a. Business Entity Name : PT FREEPORT INDONESIA
 - b. Business Entity Address : Plaza 89 5th Floor
Jl. H.R. Rasuna Said
Kav. X-7 No. 6, Jakarta
12940
 - c. Name of Directors/Commissioners
 - President Director : Clayton Allen Wenas
(Tony Wenas)
Taxpayer Registration Number (NPWP)/Temporary Stay Permit Card (KITAS) : 14.052.068.5-024.000/-
 - Vice President Director : Orias Petrus Moedak
NPWP/KITAS : 09.696.491.1-412.000/-
 - Director : Jenpino Ngabdi
NPWP/KITAS : 07.323.435.3-014.000/-
 - Director : Achmad Ardianto
NPWP/KITAS : 49.053.471.6-434.000/-
 - Director : Robert Charles Schroeder
NPWP/KITAS : 77.214.366.5-953.000/ 2C11JD0318-S
 - Director : Mark Jerome Johnson
NPWP/KITAS : -/-
 - President Commissioner : Richard Carl Adkerson
NPWP/KITAS : -/-
 - Vice President Commissioner : Amien Sunaryadi
NPWP/KITAS : 09.245.264.8-432.000/-

- Commissioner : Budi Gunadi Sadikin
NPWP/KITAS : 09.245.429.7-432.000/-
- Commissioner : Hinsia Siburian
NPWP/KITAS : 25.119.011.2.412.000/-
- Commissioner : Katheen Lynne Quirk
NPWP/KITAS : -/-
- Commissioner : Adrianto Machribie
NPWP/KITAS : 06.175.038.6-093.000/-

d. Business Entity's NPWP : 01.069.536.9-091.000

e. Shareholding Composition

1. PT Indonesia Asahan Aluminium (Persero) : 26.236%
2. PT Indonesia Papua Metal dan Mineral : 25.000%
3. Freeport McMoRan Inc. : 48.764%

f. Shareholding Composition

1. Indonesian : 51.236%
2. Foreign : 48.764%%

g. Commodities : Copper and associated minerals

h. Mining Location

1. Regency : Mimika
2. Province : Papua
3. Area Code : 99PKO074 / 1591092072018001
4. Area : 9,946.12 Hectares

SECOND : The Production Operation IUPK as referred to in the FIRST Dictum is granted based on an Area of the Special Mining Business License for Production Operation, hereinafter referred to as the Production Operation WIUPK, in accordance with the Coordinates List and Map of the Production Operation WIUPK as provided under Annex I and Annex II which constitute inseparable parts of this Ministerial Decree.

THIRD : The holder of the Production Operation IUPK is given an area to support its mining activities upon the terms:

- a. it is given in accordance with the Coordinates List and Map of the supporting area of the mining business activities as provided under Annex III and Annex IV which constitute inseparable parts of this Ministerial Decree; and
 - b. the holder of the Production Operation IUPK has priority in utilizing the supporting area.
- FOURTH : a. the Production Operation IUPK as referred to in the FIRST Dictum is valid until 29 December 2021 simultaneously with the first extension to its term for a period of 10 (ten) years until 29 December 2031; and
- b. the period of the Production Operation IUPK as referred to in letter a is granted with the second extension for a period of 10 (ten) years until 29 December 2041 provided that the holder of the Production Operation IUPK fulfills the requirements and the obligations for the second extension as stipulated in Annex V which constitute an inseparable part of this Ministerial Decree.
- FIFTH : The holder of the Production Operation IUPK may carry out production operation activities, which include construction, mining, transportation and sales, as well as processing and refining activities.
- SIXTH : The holder of the Production Operation IUPK has rights and obligations as stipulated in Annex VI which constitute an inseparable part of this Ministerial Decree.
- SEVENTH : The holder of the Production Operation IUPK is obliged to pay State revenue and regional revenue, including paying 4% (four percent) to the Government and 6% (six percent) to local governments of its net profit as stipulated in Annex VII, which constitutes an inseparable part of this Ministerial Decree.
- EIGHTH : The holder of the Production Operation IUPK is obliged to carry out processing and refining of all mining products domestically in accordance with the provisions stipulated in Annex VIII, which constitute an inseparable part of this Ministerial Decree.
- NINTH : The holder of the Production Operation IUPK is prohibited from:
- a. conducting mining activities within the supporting area;

- b. involving its subsidiary and/or affiliated party engaged in mining services business in carrying out its mining business activities in the absence of an approval from the Director General on behalf of the Minister;
- c. encumbering the Production Operation IUPK and/or mining commodities to other parties;
- d. conducting mining business activities in areas which are prohibited in accordance with the provisions laws and regulations;
- e. transferring the Production Operation IUPK to another party without approval of the Minister;
- f. conducting activities without an environmental permit and forest area usage permit; and/or
- g. causing unpermitted environmental impacts.

- TENTH : In the event the modification referred to in the FIRST Dictum occurs, the holder of the Production Operation IUPK is obliged to follow the provisions of the laws and regulations and such modification is declared as an inseparable part of this Ministerial Decree.
- ELEVENTH : The holder of the Production Operation IUPK may be imposed with sanctions in accordance with the provisions of the laws and regulations.
- TWELFTH : All of the permits that have been granted to the holder of the Production Operation IUPK prior to the issuance of this Minister Decree remain valid until the expiration of their periods.
- THIRTEENTH : At the time this Ministerial Decree comes into force:
- a. the Contract of Work between the Government of the Republic of Indonesia and PT Freeport Indonesia dated 30 December 1991 as well as other agreements between the Government and PT Freeport Indonesia are declared terminated; and
 - b. Decree of the Minister of Energy and Mineral Resources Number 431 K/30/MEM/2017 dated 10 February 2017 regarding Special Mining Business License for Production Operation to PT Freeport Indonesia as amended several times, the last time by Decree of the Minister of Energy and Mineral Resources Number 2022 K/30/MEM/2018 dated 30 November 2018 regarding the Ninth Amendment to the Decree of the Minister of Energy and Mineral Resources Number 431 K/30/MEM/2017 dated 10 February 2017 regarding Special Mining Business License for Production Operation to PT Freeport Indonesia is revoked and declared no longer valid.
- FOURTEENTH : This Ministerial Decree shall come into force on the date of its stipulation.

Stipulated in Jakarta
on the date of 21 December 2018
MINISTER OF ENERGY AND MINERAL RESOURCES OF
THE REPUBLIC OF INDONESIA,

IGNASIUS JONAN

CC to:

1. Coordinating Minister of Maritime Sector
2. Coordinating Minister of Economic Sector
3. Minister of Finance
4. Minister of Domestic Affairs
5. Minister of Law and Human Rights
6. Minister of State Owned Enterprise
7. Minister of Environment and Forestry
8. Minister of Agriculture and Spatial / Head of National Land Board
9. Head of Investment Coordinating Board
10. Secretary General of the Ministry of Energy and Mineral Resources
11. Inspector General of the Ministry of Energy and Mineral Resources
12. Director General of Minerals and Coal
13. Papua Governor
14. Mimika Regent.

Copy is in accordance with the original document
MINISTRY OF ENERGY AND MINERAL RESOURCES
HEAD OF LEGAL BUREAU

[signed and stamped]

Hufron Asrofi, S.H., M.Hum.
NIP 196010151981031002

ANNEX I

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053 K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

LIST OF COORDINATES

AREA OF PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

COMPANY NAME : PT FREEPORT INDONESIA

LOCATION

• PROVINCE : PAPUA

• REGENCY : MIMIKA

COMMODITY : COPPER AND ASSOCIATED MINERALS

AREA CODE : 99PKO074/1591092072018001

TOTAL AREA : 9,946.12 Hectares

NO. POINT	LONGITUDE (BT)			LATITUDE			North Latitude (LU)/South Latitude (LS)
	°	'	''	°	'	''	
1	137	8	20.290	4	2	39.330	LS
2	137	8	55.930	4	2	39.190	LS
3	137	8	56.190	4	3	41.000	LS
4	137	9	25.350	4	3	40.860	LS
5	137	9	25.750	4	5	15.210	LS
6	137	10	7.870	4	5	15.030	LS
7	137	10	8.380	4	7	18.690	LS
8	137	4	44.370	4	7	20.020	LS
9	137	4	43.860	4	5	16.400	LS
10	137	4	17.940	4	5	16.510	LS
11	137	4	17.640	4	4	4.900	LS
12	137	3	15.440	4	4	5.160	LS
13	137	3	14.910	4	1	55.050	LS
14	137	8	20.100	4	1	53.760	LS

MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF
INDONESIA,

IGNASIUS JONAN

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MINISTRY OF ENERGY AND MINERAL RESOURCES
HEAD OF LEGAL BUREAU

[signed and stamped]

Hufron Asrofi, S.H., M.Hum.
NIP 196010151981031002

ANNEX II

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

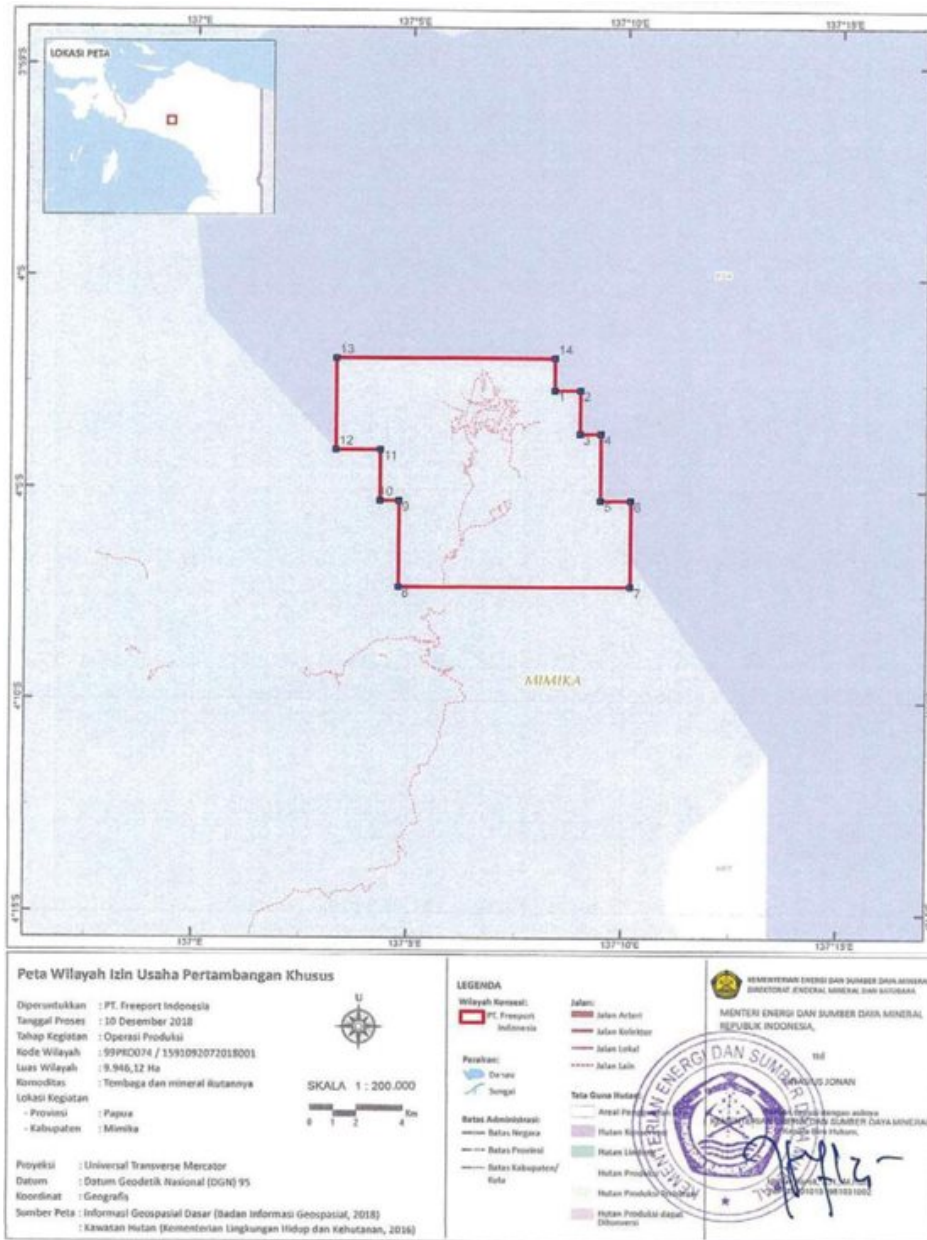
DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

MAP OF THE AREA OF PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE



ANNEX III

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

LIST OF COORDINATES
SUPPORTING AREA OF MINING BUSINESS ACTIVITIES

COMPANY NAME : PT FREEPORT INDONESIA

LOCATION

- PROVINCE : PAPUA
- REGENCY : MIMIKA

AREA CODE : 99PKO074/1591092072018001

TOTAL AREA : 116,783.75 HECTARES

NO. POINT	LONGITUDE			LATITUDE			LU/LS
	o	'	''	o	'	''	
1	137	4	17.940	4	5	16.510	LS
2	137	4	43.860	4	5	16.400	LS
3	137	4	44.370	4	7	20.020	LS
4	137	7	5.410	4	7	19.450	LS
5	137	7	5.780	4	9	31.030	LS
6	137	6	49.970	4	9	31.100	LS
7	137	6	50.380	4	12	3.200	LS
8	137	6	17.800	4	12	3.270	LS
9	137	6	18.250	4	14	52.400	LS
10	137	5	27.470	4	14	52.470	LS
11	137	5	27.550	4	15	59.500	LS
12	137	2	7.670	4	16	0.080	LS
13	137	2	8.180	4	19	56.590	LS
14	136	59	18.980	4	19	57.040	LS
15	136	59	19.270	4	20	55.520	LS
16	136	57	51.140	4	20	55.870	LS
17	136	57	53.887	4	36	31.441	LS
18	136	59	35.009	4	36	32.007	LS

19	136	59	36.480	4	42	15.370	LS
20	137	0	22.380	4	42	15.220	LS
21	137	0	22.690	4	44	2.970	LS
22	137	1	14.600	4	44	2.790	LS
23	137	1	15.491	4	47	50.817	LS
24	137	2	20.978	4	47	50.513	LS
25	137	2	22.480	4	55	56.420	LS
26	136	50	8.870	4	55	58.510	LS
27	136	50	6.790	4	44	59.970	LS
28	136	51	3.660	4	44	59.780	LS
29	136	51	3.300	4	42	45.640	LS
30	136	52	11.890	4	42	45.430	LS
31	136	52	10.990	4	38	11.000	LS
32	136	53	20.190	4	38	10.840	LS
33	136	53	17.850	4	23	2.580	LS
34	136	54	16.760	4	23	2.420	LS
35	136	54	16.080	4	19	57.640	LS
36	136	56	12.668	4	19	57.346	LS
37	136	56	12.412	4	18	16.834	LS
38	136	57	54.730	4	18	16.920	LS
39	136	57	54.550	4	17	40.520	LS
40	136	58	51.530	4	17	40.500	LS
41	136	58	51.410	4	16	24.880	LS
42	137	0	0.000	4	16	24.700	LS
43	137	0	0.000	4	14	35.260	LS
44	137	1	1.540	4	14	35.160	LS
45	137	1	1.350	4	13	3.570	LS
46	137	1	36.300	4	13	3.500	LS
47	137	1	34.923	4	5	0.000	LS
48	137	2	34.320	4	4	59.910	LS
49	137	2	34.300	4	4	53.220	LS
50	137	3	0.318	4	4	53.154	LS
51	137	3	0.301	4	4	39.664	LS
52	137	3	10.721	4	4	39.638	LS
53	137	3	10.693	4	4	29.967	LS
54	137	3	23.118	4	4	29.936	LS
55	137	3	23.079	4	4	16.131	LS
56	137	3	30.822	4	4	16.145	LS

57	137	3	30.794	4	4	5.112	LS
58	137	4	17.652	4	4	4.921	LS

MINISTER OF ENERGY AND MINERAL RESOURCES OF
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[signed and stamped]

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ANNEX IV

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053 K/30/MEM/2018

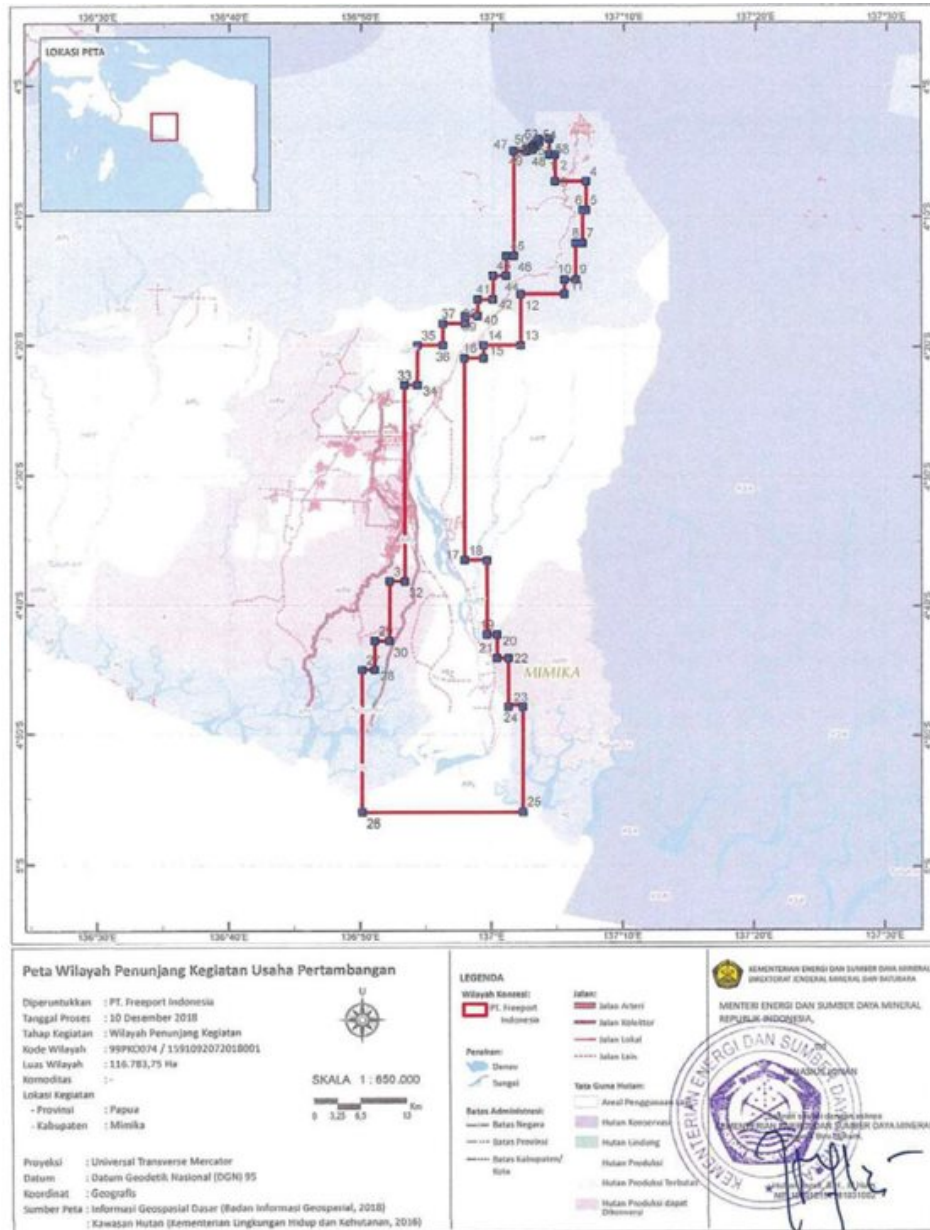
DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

MAP OF THE MINING BUSINESS SUPPORTING AREA



ANNEX V

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

REQUIREMENTS AND OBLIGATIONS OF SECOND EXTENSION
OF THE PRODUCTION OPERATION IUPK

A. REQUIREMENTS AND OBLIGATIONS TO OBTAIN THE PRODUCTION OPERATION IUPK SECOND EXTENSION

The Production Operation IUPK is granted with a second extension for 10 (ten) years until 29 December 2041 as long as the holder of Production Operation IUPK fulfills:

1. administrative requirements:
 - a. application letter signed on stamp duty by board of directors of the Business Entity;
 - b. composition of board of directors and board of commissioners attached with identity and the Taxpayer Identification Number;
 - c. list of individual shareholders up to last beneficiaries (beneficial ownership) along with Taxpayer Identification Number of the shareholders;
 - d. copy of domicile letter;
 - e. Applicant's official contact data:
 - 1) phone number;
 - 2) cellular-phone number; and
 - 3) e-mail address;
 - f. copies of all completed documents in digital format.
2. technical requirements:
 - a. map of the Production Operation WIUPK completed with area boundary coordinates;
 - b. balance of resources and reserves; and
 - c. final report on the production operation activities.
3. environmental requirements:
 - a. Final report on implementation of the environmental management;
 - b. Final report on implementation of the reclamation
 - c. Copy of receipt of deposit for reclamation guarantee in accordance with the procedure of deposit for reclamation guarantee as referred to in Decree of

the Minister of Energy and Mineral Resources Number 1827 K/30/MEM/2018 dated 7 May 2018 regarding Guidance on Implementation of Good Mining Engineering Rules;

- d. Copy of receipt of deposit for post-mining guarantee in accordance with the procedure of deposit for post-mining guarantee as referred to in Decree of the Minister of Energy and Mineral Resources Number 1827K/30/MEM/2018 dated 7 May 2018 regarding Guidance of Implementation of Good Mining Engineering Rules;
 - e. Statement letter with stamp duty to comply with provisions of the laws and regulations on environmental protection and management; and
 - f. Copy of the borrow to use permit of forest area for forest areas which has been issued by the authorized institution at the time this Ministerial Decree comes into force.
4. financial requirements:
- a. latest year of the financial statements audited by public accountant;
 - b. evidence of submission of the Tax Return (SPT) of the Corporate Income Tax for the last 2 (two) fiscal years; and
 - c. evidence of the deadrent and royalty payments in the last 3 (three) years.

In addition to meeting the administrative, technical, environmental and financial requirements, the holder of Production Operation IUPK is obliged to carry out the obligations as referred to in this Ministerial Decree, and has completed:

1. the construction of new refining facilities in accordance with the provisions stipulated in Annex VIII of this Ministerial Decree; and
2. settlement of payments of state and regional revenues in accordance with the provisions stipulated in Annex VII of this Ministerial Decree other than matters that are still being disputed in good faith.

B. EVALUATION OF APPLICATION OF THE PRODUCTION OPERATION IUPK SECOND EXTENSION

1. Application letter for extension by the holder of Production Operation IUPK is submitted to the Minister through the Director General at the earliest 5 (five) years (29 December 2026) and at the latest 1 (one) year (29 December 2030) before the expiry of the Production Operation IUPK;
2. Approval for the extension is granted in the form of a letter from the Minister of Energy and Mineral Resources at the latest 14 (fourteen) working days after the application for extension is received in accordance with the requirements as contemplated under letter A;

3. If after 14 (fourteen) working days as contemplated under number 2 the Minister does not issue the approval letter or provide a response to the application, the Minister is deemed to have granted the approval for the second extension of the Production Operation IUPK;
4. If the Minister issues a response letter to the application, the holder of the Production Operation IUPK is obliged to revise its application and/or submit a response within no later than 14 (fourteen) working days after receipt of the Minister's response letter; and
5. The Minister issues an approval of the application at the latest within 14 (fourteen) working days after receipt of the revised application and/or response as contemplated under number 4.

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THE REPUBLIC OF INDONESIA,

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ANNEX VI

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

RIGHTS AND OBLIGATIONS

A. RIGHTS

1. To conduct mining business activities at the Production Operation WIUPK;
2. To entirely or partially conduct the production operation business activities which include the activities of construction, mining, transportation and sales, as well as processing and refining;
3. To own the minerals including associated minerals, which are produced, after paying the royalty, except for radioactive minerals;
4. To sell minerals including sales to overseas, after fulfilling domestic demand, except in the form of concentrates after the new refining facility is in operation, with reference to customary business practice and generally applicable price in the international market;
5. To enter the Production Operation WIUPK and the supporting area in accordance with the map and list of coordinates;
6. To grant approval, to limit, or to refuse other parties to enter into the Production Operation WIUPK;
7. To submit application for temporary suspension of mining business activities in accordance with the provisions of the laws and regulations;
8. To obtain rights over land in accordance with the provisions of the laws and regulations;
9. To build and utilize facilities and infrastructures to support the production operation activities, whether in the Production Operation WIUPK or in the supporting area in accordance with the provisions of the laws and regulations;
10. To obtain priority to exploit other commodities found within the Production Operation WIUPK in accordance with the provisions of the laws and regulations;
11. To submit a statement that it is not interested in exploiting other commodities found within the Production Operation WIUPK in accordance with the provisions of the laws and regulations;

12. To take and use woods, soil, and rocks, including to utilize rivers and other water bodies located within the Production Operation WIUPK and the supporting area to support the production operation activities in accordance with the provisions of the laws and regulations.
13. To utilize public facilities and infrastructures for the purpose of the Production Operation IUPK activities in accordance with the provisions of the laws and regulations;
14. To conduct cooperation in the framework of using any facility owned by another business entity, whether affiliated or non-affiliated with the holder of the Production Operation IUPK in accordance with the provisions of the laws and regulations;
15. To engage mining services companies by taking into account operational necessity pursuant to the approval under the Annual Work and Budget Plan in accordance with the provisions of the laws and regulations;
16. To engage foreign workers in accordance with the approval from the institution administering employment matters in accordance with the provisions of the laws and regulations;
17. To make any amendment to investment and funding sources including amendment to paid up and issued capital in accordance with the approval under the Annual Work and Budget Plan;
18. To make changes to the shares, as well as to the board of directors and/or board of commissioners in accordance with the provisions of the laws and regulations;
19. To conduct and/or continue the production operation activities within the Production Operation WIUPK and the supporting activities in the supporting area which are designated as forestry areas in accordance with Presidential Decree Number 41 Year 2004 dated 12 May 2004 concerning License or Agreement in the Field of Mining located in Forest Area after obtaining permits in the field of forestry;
20. To grant approval, limit or refuse other parties to use any facility as well as infrastructure built by the holder of the Production Operation IUPK such as jetty, port, installation, runway, or road, with observance to public interest;
21. To submit an application for the relinquishment of a part of, or the return of the entire, Production Operation WIUPK and/or reduction of the supporting area in accordance with the provisions of the laws and regulations;
22. To construct storage/deposition area for liquid fuel in accordance with the approval under the Annual Work and Budget Plan;
23. To construct facilities for transportation, storage/piling, and purchase or utilization of explosives in accordance with the approval under the Annual Work Plan and Budget;

24. To conduct sleep blasting in accordance with the approval under the Annual Work and Budget Plan;
25. To submit the plan for feasibility testing of equipment utilization, and/or feasibility testing of installation utilization in accordance with the approval under the Annual Work and Budget Plan;
26. To settle disputes arising from the implementation of this mining production operation amicably, and if necessary, settlement through district court or domestic arbitration in accordance with Law Number 4 of 2009 on Mineral and Coal Mining;
27. In the event of a dispute or an issue arising in relation to this Ministerial Decree that affects the investment, the foreign shareholder may settle it amicably, and in the event a consensus is not achieved, the dispute will be settled through an international arbitration in accordance with Law Number 25 Year 2007 concerning Investment and may be conducted independently from the dispute settlement as referred to in number 26;
28. To not be imposed with additional obligation to conduct shares divestment to Indonesian Participant;
29. To conduct bookkeeping in English and US Dollar currency for Fiscal Years 2018 and 2019 in accordance with the provisions of the laws and regulations in the field of taxation;
30. To conduct bookkeeping in Indonesian language and Rupiah currency starting from Fiscal Year 2020 until the expiration of the Production Operation IUPK, unless the holder has submitted a written notification to the Director General of Tax to conduct bookkeeping in English and US Dollar currency in accordance with the provisions of the laws and regulations in the field of taxation at the time this Ministerial Decree comes into force;
31. To market, offer, sell minerals and/or receive payments in the currency as chosen by the holder of the Production Operation IUPK;
32. To transfer overseas and receive domestic transfers in any currency for the purpose of the production operation activities in accordance with the provisions of the laws and regulations; and
33. All rights under this Ministerial Decree will remain valid and will not be changed during the period of this Ministerial Decree, except for the rights which are stated in this Ministerial Decree as subject to the provisions of the laws and regulations.

B. OBLIGATIONS

1. To implement good mining practices;

2. To compose a plan and to implement reclamation and/or a post-mining in accordance with the reclamation plan and/or post-mining plan which has been approved, as well as to deposit reclamation guarantee and/or post-mining guarantee in accordance with the provisions of the laws and regulations concerning reclamation and post-mining;
3. To appoint Head of Technical Mining occupying the highest position in the organizational structure of the company holding the Production Operation IUPK in the mining business activities area who is responsible for the implementation of and compliance with the provisions of the laws and regulations in the field of mining safety as ratified by the Chief Mining Inspector;
4. To compose and submit Work and Budget Plan to the Minister to obtain approval;
5. To compose and submit report on the implementation of mining business activities in accordance with the provisions of the laws and regulations;
6. To pay local community partnership funds for the implementation of community development and empowerment, and to report such implementation of partnership fund to the Government;
7. To compose, implement, and submit implementation report on the community development and empowerment program in accordance with the provisions of the laws and regulations;
8. To move anything that it owns, except for any objects/buildings for public use, after the expiration of the Production Operation IUPK in accordance with the provisions of the laws and regulations;
9. To provide data and information required by the Government and/or Local Government, and to allow the Government and/or Local Government to enter the Production Operation WIUPK at any time to perform its duties and authorities, with notification to the Holder of the Production Operation IUPK;
10. To prioritize the use of local manpower by taking into account operational necessity and required competencies, and domestic goods and services by taking into account quality standard, supply/service continuation, delivery/ performance time, and competitive price;
11. To compose a roadmap and implement transfer of knowledge and technology in the implementation of production operation activities;
12. To prioritize local and/or national mining services companies in accordance with the provisions of the laws and regulations effective on the date this Ministerial Decree is enacted;
13. To involve local entrepreneurs located around Production Operation WIUPK in conducting production operation activities by taking into account operational necessity and the local entrepreneur ability in accordance with the provisions of the laws and regulations;

14. To install boundary markings of the Production Operation WIUPK in accordance with the provisions of the laws and regulations;
15. To determine requirements for other parties who will conduct activities within the supporting area which may affect the production operation activities;
16. To submit all data obtained from the Production Operation IUPK activities to the Minister c.q. the Director General in accordance with the provisions of the laws and regulations;
17. To implement provisions of the mineral reference price in trading activities of the products;
18. To notify long-term sale contracts to the Minister c.q. Director General of Mineral and Coal;
19. To submit Investment Activities Report (LKPM) periodically in accordance with the provisions of the laws and regulations;
20. To provide guidance to mining services companies in implementing good mining practices;
21. To apply the principles of propriety, transparency, and fairness in utilizing mining service companies holding Mining Services Business License;
22. To prioritize domestic mineral demand with reference to customary business practice and international market price and to comply with production and sales control;
23. To implement the improvement of mineral added value on all of the Mining products domestically in accordance with this Ministerial Decree;
24. To comply with the technical provisions of mining operation;
25. To apply mining employment competency standards;
26. To administer every implementation of the mining business activities;
27. To settle land rights with the rights holder in accordance with the provisions of the laws and regulations for land in relation to which rights dispute have not been settled;
28. To conduct settlement of rights in relation to supporting facilities and infrastructures in accordance with the provisions of the laws and regulations if there are any supporting facilities and infrastructures within WIUP or WIUPK which are going to be used;
29. To store within the country, documents related to the implementation of the production operation activities;
30. To develop mining production operation supporting facilities in form of facilities and infrastructures, if required, including special facilities in accordance with the characteristics of the mining operation area in a remote location and difficult environment provided that it must be reported to the Minister;
31. Shall not be imposed with the obligation to relinquish a part or to return the whole Production Operation WIUPK and/or reduce the supporting area;
32. Fulfill obligations in the field of environmental and forestry as follows:

- a. to complete an Environmental Evaluation Document for production operation activities that have not been covered in AMDAL 300K;
 - b. to conduct best practice available for environment management in conducting production operation;
 - c. to manage tailings by prioritizing utilization in accordance with the roadmap approved by the minister administering government affairs in the field of environment and forestry;
 - d. to comply with environmental standard and the standard criteria of ecosystem damage and the quality standard for river water in accordance with the provisions of the laws and regulations, except regarding the quality standard and site specific criteria as referred in letter C ;
 - e. to conduct recovery of environmental function if there is any environmental pollution and damage due to mining activities that was conducted by the holder of the Production Operation IUPK without suspending tihsproduction operation activities;
 - f. to submit written report periodically on the obligations stated in the environmental document and/or environmental permit, such as, management of liquid waste, tailing management, hazardous and toxic material waste management, emission control, and soil damage; and
 - g. to complete the obligation of borrow to use permit over the forest area on Production Operation WIUPK and supporting area that have been stipulated as protected forests at the time this Ministerial decree comes into force in accordance with provision of the laws and regulations and pay the obligations of non-tax state revenue on borrow to use permit in accordance with the provisions of Annex VII of this Ministerial Decree.
33. All obligations under this Ministerial Decree shall remain valid and will not be changed during the term of this Ministerial Decree, except for the obligations stated in this Ministerial Decree which are subject to provisions of the laws and regulations; and
34. For other obligations which are not stipulated under this Ministerial Decree, the provisions of the laws and regulations on the date this Ministerial Decree comes into force will be applied.

MINISTER OF ENERGY AND MINERAL RESOURCES
THE REPUBLIC OF INDONESIA,

IGNASIUS JONAN

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ANNEX VII

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

OBLIGATION TO PAY STATE REVENUE AND REGIONAL REVENUE

The holder of Production Operation IUPK has the obligation to pay the state revenues and the regional revenues during the period of the Production Operation IUPK as referred to in the FOURTH Dictum of this Ministerial Decree with the following provisions:

1. Tax

a. Fulfill obligations for Corporate Income Tax with the following provisions:

- 1) tariffs and calculation method for the 2018 Tax Year are calculated and implemented in accordance with the tariffs and calculation method for the 2017 Tax Year;
- 2) commencing in the 2019 Tax Year are calculated using the Corporate Income Tax tariff of 25% (twenty five percent), and the calculation method of the net income, the compensation of loss, and the taxable income are in accordance with Government Regulation Number 37 of 2018 concerning Taxation Treatment and/or Non Tax State Revenues in the Mineral Mining Business Sector, as follows:
 - a) tax object and calculation of income:
 - (1) the tax object is the income received or obtained by the Taxpayers in the Mining Business sector with regard to:
 - (a) income from business; and
 - (b) income from outside of the business,in whatever name and form.
 - (2) income from the business as referred to in number (1) letter (a) is the income that is received or obtained from the sales/transfer of production;
 - (3) calculation of the income from the business as referred to in point 2 is calculated with the following provisions:
 - (a) calculated using the market price of metal mineral based on a price quote referring to the publication of metal mineral prices at the time of the transaction; or
 - (b) calculated based on the actual price received or obtained by the Taxpayer if there is no market price of the metal mineral as referred to in letter (a).

- (4) in the event if, in the same quotation period, there is a difference in the quotation of the metal mineral market price with the actual price received or obtained, the income from the business as referred to in number (2) is calculated using the actual price received or obtained with the following provisions:
 - (a) the actual price received or obtained is lower than the quotation of the market price by a difference of not more than 3% (three percent) of the metal mineral market price quotation; or
 - (b) the actual price received or obtained by the seller is higher than the metal mineral market price quotation.
 - (5) if, in the same quotation period, the actual price received or obtained is lower than the metal mineral market price quotation by a difference of more than 3% (three percent) of the metal mineral market price quotation, then the income from the business as referred to in number (2) is calculated by using the metal mineral market price quotation;
 - (6) calculation of non-business income other than metal mineral sales as referred to in number (3), number (4), and number (5) and non-business income as referred to in number (1) letter (b), is implemented in accordance with the provisions of the Laws and regulations in the sector of Income Tax.
- b) Calculation of taxable income:
- (1) the amount of taxable income for Taxpayers is determined based on the gross income that is the tax object, as referred to in letter a), and deducting the cost to obtain, claim, and maintain the income in accordance with the provisions of the laws and regulations in the sector of Income Tax effective at the time this Minister Decree is stipulated;
 - (2) the costs to obtain, claim and maintain the income, as referred to in number (1), include:
 - (a) cost of general investigation activity;
 - (b) cost of exploration activity;
 - (c) cost of feasibility study activity;
 - (d) cost of production operation activity;
 - (e) post mining activity costs;
 - (f) depreciation and/or amortization on the expenditures to acquire tangible and/or intangible assets that are owned and used in order to obtain, claim, and maintain income and amortization on the expenditures to acquire rights and on other costs that have the benefit term of more than 1 (one) year in accordance with the provisions of the laws and regulations in the field of Income Tax effective at the date this Ministerial Decree is stipulated;
 - (g) reimbursement or reward related to the work or service rendered in the form of in kind and enjoyment in accordance with the provisions of laws and regulations in

- the sector of Income Tax effective at the time this Ministerial Decree is stipulated;
- (h) costs that are incurred in the framework of Non-Tax State Revenue obligations in accordance with the provisions of the laws and regulations in the sector of Non-Tax State Revenue;
 - (i) reserve of the reclamation costs in accordance with the provisions of the laws and regulations in the field of Income Tax effective at the date of this Ministerial Decree;
 - (j) interest;
 - (k) donation in the framework of the national disaster management, which is a donation for the national disaster victims that is submitted through the disaster management agency or institution/party that has obtained the permit from the authorized agency/institution;
 - (l) donation in the framework of research and development, which is a donation for research and development that is carried out in the area of the Republic of Indonesia, which is submitted through the research and development institution;
 - (m) donation for education facilities in the form of education facilities that is submitted through [an][the] institution;
 - (n) donation for sports development, in the form of donation for the development and coordination of an organization or association of organizations of sport types/branches , which is submitted through a sport development institution; and
 - (o) costs of construction of social infrastructures, being costs incurred for the provision of public interest infrastructure including in the health sectors and that are non-profit in nature through institutions engaged in community empowerment and development.
- (3) The institution that receives the submission of donation and/or costs, as referred to in number (2) letter (l), letter (m), letter (n), and/or letter (o), should involve the Government and/or Local Government, in accordance with laws and regulation in the sector of taxation effective at the time this Ministerial Decree is stipulated;
 - (4) provisions on the requirements of the amount of the donation value and/or costs that can be deducted, recording and reporting of donations and/or costs, as referred to in number (2) and number (3), which can be deducted from the gross income in accordance with the provisions of the laws and regulations concerning donation for the national disaster management, donations for research and development, donations for education facilities, donations for sport development, and costs for the development of social infrastructures that can be deducted from gross income;

- (5) the expenditures or costs that may not be deducted in determining the amount of taxable income for Taxpayers in accordance with the provisions of the laws and regulation in the sector of Income Tax at the date this Ministerial Decree is stipulated;
 - (6) on the amount of fees as referred to in number (2) that may be deducted as referred to in number (1) and expenses and/or costs that cannot be deducted as referred to in number (5), to determine the amount of taxable income, an examination can be conducted for taxation interests in accordance with the provisions of the laws and regulations in the Income Tax sector effective at the time this Ministerial Decree is stipulated.
- c) calculation of the depreciation and amortization as well as recognition of the remaining book value of tangible and intangible assets:
- (1) in the event the tax payer carries out the processing and/or refinery facilities development activities, the expenditures for the development, construction and operation of the processing and/or refinery facilities that have the benefit term of more than 1 (one) year are capitalized and depreciated in accordance with the laws and regulations in the Income Tax sector effective at the time this Ministerial Decree is stipulated;
 - (2) in the event the Tax Payer carries out the activities of stripping/overburden removal, the expenditures for such activities that are carried out prior to the Production Operation period, are capitalized and amortized;
 - (3) the amortization, as referred to in number (2), is carried out from the month the Production Operation activities are approved by the Minister, which calculation is carried out during the period of the Production Operation IUPK and is calculated proportionately or by using the unit of production method;
 - (4) in the event the Taxpayer conducts the activities of stripping/over burden removal and/or opening of underground mine during the Production Operation period including in the framework of searching for new reserves, the expenditures for activities of stripping/over burden removal and/or opening of underground mine are charged as costs at the time such expenditures occur;
 - (5) in the event the Taxpayer who carries out the activities of stripping/overburden removal and/or opening of underground mine:
 - (a) has more than one mining enterprise license; and
 - (b) implements the activity phase prior to the Production Operation and the Production Operation activity phase is included in the framework of searching new reserves,

the expenditures for the activity phase prior to the Production Operation are capitalized and amortized in accordance with the provisions as meant in number (3) and the expenditures for the Production Operation activity phase, including in the framework of searching for new reserves, are charged as costs at the time the expenditures occur, as meant in number (4);

- (6) the expenditures to obtain tangible assets and/or intangible assets that are still owned by the holder of Production Operation IUPK, and that are used to obtain, claim, and maintain the income that has a benefit term of more than 1 (one) year prior to the issuance of the Production Operation IUPK, and has been depreciated in accordance with the provisions in the contract of work, continue to be depreciated and/or amortized in accordance with the provisions in the contract of work in the tax year of the issuance of the Production Operation IUPK;
 - (7) the expenditures to obtain tangible assets and/or intangible assets, that are owned by the IUPK Production Operation holder, and are used to obtain, claim and maintain the income that has the benefit term of more than 1 (one) year after the issuance of the IUPK Production Operation, are depreciated and/or amortized in accordance with the provisions of the laws and regulations in the sector of Income Tax, effective at the time this Minister Decree is stipulated;
 - (8) in the event the expenditures in order to obtain tangible assets, except buildings and/or intangible assets that are owned by the holder of Production Operation IUPK, and used to obtain, claim, and maintain the income prior to the issuance of the Production Operation IUPK, still have the useful asset life in the following year after the issuance of the Production Operation IUPK, then such remaining asset's net book value is depreciated and/or amortized in accordance with the provisions of the laws and regulations in the field of Income Tax, effective at the time this Minister Decree is stipulated by taking account of the remaining benefit term.
 - (9) the depreciation and/or amortization, as referred to in number (8), are carried out based on the remaining book value of the relevant assets at the beginning of the tax year after the issuance of the Production Operation IUPK;
 - (10) in the event the remaining asset useful life, as referred to in number (8), expires in the year following the issuance of the Production Operation IUPK, then such asset's remaining net book value is depreciated and/or amortized in the following tax year after issuance of the Production Operation IUPK;
 - (11) the depreciation on assets in the form of buildings that are still owned at the beginning of the year after issuance of the Production Operation IUPK, and used in order to obtain, claim and maintain income, is carried out in the same way as depreciation that has been carried out in the tax year prior to the tax year of issuance of the Production Operation IUPK;
 - (12) in the event the Production Operation license term expires earlier than the term determined in the Production Operation license, then the remaining book value of the tangible assets and/or intangible assets may be depreciated and/or amortized all at once.
- d) for the purpose of the Income Tax calculation, the determination of the amount of comparison between the debt and capital as well as the loan cost that can be taken into account in calculating the taxable income for taxpayers in the mining business sector, is carried out in

accordance with the provisions of the laws and regulations in the sector of Income Tax effective at the time this Ministerial Decree is stipulated.

- 3) provisions other than tariffs and procedures for calculating net income, loss compensation, and taxable income, as referred to in number (2), are carried out in accordance with the provisions of the laws and regulations in the sector of Income Tax.
- b. Fulfill obligations of the Income Tax deduction and collection in accordance with the provisions of the laws and regulations in the Income Tax sector prevailing from time to time;
- c. Fulfill obligations of the Value Added Tax and/or Sales Tax on Luxurious Goods in accordance with the provisions of the laws and regulations in the field of Value Added Tax and/or Sales Tax on Luxurious Goods prevailing from time to time.
- d. Fulfill obligations of the Stamp Duty in accordance with the provisions of the laws and regulation in the field of the Stamp Duty prevailing from time to time;
- e. Fulfill obligations of the Land and Building Tax (PBB) in accordance the laws and regulations in the field of the Land and Building Tax effective at the time of this Ministerial Decree stipulated under the following terms:
 - 1) tariff and calculation procedures for the 2018 tax year are calculated and carried out in accordance with the tariff and calculation procedures for the 2017 tax year;
 - 2) commencing in Tax Year 2019 until the end of the Tax Year of Production Operation IUPK is calculated in accordance with the following provisions:
 - a) The tariff of Land and Building Tax (PBB) is determined to be 0.5% (zero point five percent), in accordance with Law Number 12 of 1985 concerning Land and Building Tax as amended by Law Number 12 of 1994 concerning Amendment to Law Number 12 of 1985 concerning Land and Building Tax;
 - b) The Taxable Sales Value is determined amounting to 40%, as regulated in Government Regulation Number 25 of 2002 concerning Determination of the Amount of the Taxable Sales Value for the Calculation of Land and Building Tax;
 - c) The Capitalization Figures is determined amounting to 8.20 (eight point twenty), as determined in the Decree of the Director General of Taxation Number KEP-28/PJ/2018 concerning Determination of Land Value per Square Meter for Offshore Land Surface, Land Value per Square Meter for the Exploration Land Body, Capitalization Figures, Steam Price, and Electricity Price, for the Determination of the Amount of the Land and Building Tax Object Sales Value in the Mining Sector for the 2018 Tax Year;
 - d) The amount of payable Land and Building Tax (PBB), calculated as regulated in the Regulation of the Director General of Taxation Number PER-47/PJ/2015 concerning System of Imposing Land and Building Tax in the Mining Sector for Mineral and Coal Mining, as follows:
 - (1) For land body:
PBB tariff of 0.5% x NJKP 40% x [(result of mined production in one year prior to the Tax Year x sales price of mine excavation

result) – mine excavation production cost) x Capitalization Figures of 8.20].

The mine excavation production costs is in the form of direct cost for:

- (a) stripping/overburden removal;
- (b) taking of mine excavation production result;
- (c) processing and/or refinery of mine excavation production result; and/or
- (d) transportation of mine excavation production result.

(2) For land surface:

PBB tariff of 0.5% x NJKP 40% x (total Tax Object Area extent x Land Tax Object Sales Value per square meter).

(3) For building:

PBB tariff of 0.5% x NJKP 40% x (total Building extent x Building Tax Object Sales Value per square meter).

Total Land and Building Tax (PBB) that should be paid in each Tax Year based on the above mentioned calculation is not less than US\$65,000,000.00 (sixty five million United States Dollar). In the event the result of the above PBB calculation is more than US\$65,000,000.00 (sixty five million United States Dollar), the holder of Production Operation IUPK is provided a reduction so that the Land and Building Tax (PBB) that should be paid becomes US\$65,000,000.00 (sixty five million United States Dollar).

2. Customs and Excise:

a. Import Duty:

Fulfill obligations of the import duty and the tax in the framework of import in accordance with the provisions of the laws and regulations prevailing from time to time.

b. Export Duty:

Fulfill obligations of the export duty in accordance with the provisions of laws and regulations in the field of excise, including the Regulation of the Minister of Finance Number 164/PMK.010/2018 on the Determination of Export Goods which is subject to Export Duty and Export Duty Tariff.

c. Excise:

Fulfill obligations of the excise in accordance with the provisions of the laws and regulations in the field of the excise prevailing from time to time.

3. Non-Tax State Revenue

a. Deadrent

- 1) fulfill obligations of the dead-rent amounting to US\$4.00 (four United States Dollars) per hectare per year for the IUPK Area in accordance with the Government Regulation Number 9 of 2012 concerning Types and Tariffs on Types of Non-Tax State Revenues Applicable at the Ministry of Energy and

Mineral Resources, which applies until expiration of the Production Operation IUPK; and

- 2) provisions concerning the procedures for imposition, collection and payment/deposit of Non-Tax State Revenues for the holder of Production Operation IUPK on the rights and obligations of Non-Tax State Revenues from the Deadrent are conducted in accordance with the provisions of laws and regulations effective at the time this Ministerial Decree is stipulated.
- b. Royalty
- 1) fulfill obligations of the royalties with tariffs for commodities:
 - a) gold per kg 3.75% (three point seventy five percent) of the sales price;
 - b) silver per kg 3.25% (three point twenty five percent) of the sales price; and
 - c) copper per ton 4.00% (four percent) of the sales price, in accordance with Government Regulation Number 9 of 2012 concerning Types and Tariffs on the Types of Non-Tax State Revenues Applicable at the Ministry of Energy and Mineral Resources;
 - 2) the sales prices, as referred to in number 1), are the sales prices that are determined based on the provisions of the laws and regulations effective at the date of this Ministerial Decree;
 - 3) in addition to the commodity, as contained in number 1), the royalty tariff is imposed in accordance with the provisions of the laws and regulations effective at the date of this Ministerial Decree;
 - 4) the provisions concerning procedures on imposition, collection and payment / deposit of non-tax state revenues for the holder of IUPK Production Operation on the rights and obligations of non-tax state revenues from Royalty, are carried out in accordance with the laws and regulations effective at the date of this Ministerial Decree;
 - 5) In calculating royalty payable, the cost of TC/RC used is the actual cost paid or payable, including the cost of TC/RC charged by the New Refinery Facility as obliged by this Ministerial Decree;
 - 6) in the event the new refining facility which is integrated with the Production Operation IUPK has been in operation, the holder of the Production Operation IUPK may deduct the costs related with the new refining facilities (cost of TC/RC) in the calculation of royalty; and
 - 7) the provisions of number 1) to number 5) above also applicable in the event that the holder of Production Operation IUPK carries out obligations of processing and/or refining integrated with its production operations activities.
- c. The Non-Tax State Revenues in the field of forestry and environment
- 1) usage of forestry area
Fulfill obligations of the Non-Tax State Revenue on the forest area usage for development outside the forestry activities in accordance with the Government Regulation Number 33 of 2014 concerning Types and Tariffs on the Types of Non-Tax State Revenues Originating from the Forest Area Usage for Development Outside the Forestry Activities Applicable at the Ministry of Forestry as follows:

- a) Non-Tax State Revenue of the forest area usage is imposed based on baseline of the forest area usage and changes on the forest area usage in each category of the L1, L2, and L3;
- b) formula:
$$\text{Non-Tax State Revenue} = \{(L1 \times 1 \times \text{tariff}) + (L2 \times 4 \times \text{tariff}) + (L3 \times 7 \times \text{tariff})\} \text{ Rp/year}$$

Note:

 - L1 = forest area usage in hectares for active open-pit mine, permanent infrastructure and development areas and/or supporting areas for the safeguarding activities, which are parts of the plan prepared in the baseline of the forest usage;
 - L2 = forest area usage in hectares which is temporary in nature and technically able to be reclaimed, which are parts of the plan prepared in the baseline of the forest usage;
 - L3 = forest area usage in hectares that permanently damaged in certain parts and that after reclamation still cannot be optimally reclaimed, which are parts of the plan prepared in the baseline of the forest usage.
- c) tariffs:
 - (1) The Forest Area Usage for Mining Activities and Supporting Infrastructures:
 - (a) Protective Forest = Rp4,000,000/Ha/Year
 - (b) Production Forest = Rp3,500,000/Ha/Year
 - (2) The Forest Area Usage for Development Area and/or Supporting Area for Mining Activities Security:
 - (a) Protective Forest = Rp2,000,000/Ha/Year
 - (b) Production Forest = Rp1,750,000/Ha/Year
- 2) other than the Non-Tax State Revenue in the forest area usage as referred to in number 1), the types of other Non-Tax State Revenues in the field of forestry and environment are imposed with tariffs in accordance with the provisions of the laws and regulations effective at the time of this Ministerial Decree, except for the Non-Tax State Revenue related to the services performed by the Government, the Forest Resource Provision, and the Reforestation Fund.
- d. Portion of the Central Government amounting to 4% (four percent) of net profit
 - 1) Starting from the beginning of the next calendar year after the year of the Production Operation IUPK is issued, the holder of Production Operation IUPK is required to fulfill the obligation to pay 4% (four percent) of the annual net profit to the Central Government in accordance with provisions of the laws and regulations effective at the date this Ministerial Decree is stipulated, until the expiration of the Production Operation IUPK;
 - 2) The annual net profit as referred to in number 1) is the net profit after deducting the Corporate Income Tax, based on the financial statement of

the holder of Production Operation IUPK that has been audited by the public accountant office in accordance with the laws and regulation in the field of limited liability companies;

- 3) provisions concerning the procedure for imposition, collection and payment/remittance of the Non-Tax State Revenues for the holder of Production Operation IUPK over the rights and obligations of other non-tax state revenues from the Central Government Portion of 4% (four percent) from the net profit is implemented in accordance with the provisions of laws and regulations effective at the time this Ministerial Decree is stipulated.

e. Other Non-Tax State Revenues

- 1) fulfill obligations of other Non-Tax State Revenues, including the Non-Tax State Revenue from the sectors of transportation and manpower in accordance with the provisions of the laws and regulations in the field of the non-tax state revenue and other related laws and regulations prevailing from time to time;
- 2) provisions concerning the procedure for imposition, collection and payment/remittance of the Non-Tax State Revenues for the holder of Production Operation IUPK over the rights and obligations of other Non-Tax State Revenue as referred to in number 1) are implemented in accordance with the provisions of the laws and regulations.

4. Local Revenues

a. Portion of the Local Government amounting to 6% (six percent) of net profit

- 1) starting from the beginning of the next calendar year after the year the Production Operation IUPK is issued, the holder of Production Operation IUPK is required to fulfill the obligation to pay 6% (six percent) of the net profit to the Local Governments in accordance with the provisions of the laws and regulations in effect at the date this Ministerial Decree is stipulated, which applies until the expiration of the Production Operation IUPK with the provisions:
 - a) the provincial government obtains the portion of 1% (one percent);
 - b) the regency/city government obtains the portion of 2.5% (two point five percent); and
 - c) the other regency/city government in the same province obtains the portion of 2.5% (two point five percent), which is equally shared.
- 2) the annual net profit as referred to in number 1) is the net profit after deducting the Corporate Income Tax, based on the financial statement that has been audited by the public accountant office in accordance with the laws and regulation in the field of limited liability companies.
- 3) provisions on the remittance procedure of the Local Governments Portion of the 6% (six percent) from the net profit in accordance with the provisions of the regulations which are issued by the minister who conducts government affairs in the field of state finance.

- b. fulfill obligations of Local Taxes and Local Retributions in accordance with the provisions of the Local Regulation of Papua Province concerning Local Taxes, the Local Regulation of Papua Province concerning Provision of Investment Incentives and Eases, the Local Regulation of Mimika Regency concerning Local Taxes and the Local Regulation of Mimika Regency Number 2 Year 2018

concerning Provision of Investment Incentives and Eases, effective at the time this Ministerial Decree is stipulated, as follows:

- 1) Papua Province's taxes includes the Vehicle Tax, the Vehicle Title Transfer Fee, and the Surface Water Tax is conducted in accordance with local regulations on respective Taxes, and may be given Tax incentives in the form of reduction, relief or exemption from the local taxes, which are stipulated in the Governor Regulation;

The Surface Water Tax will be fixed equivalent to US\$15,000,000.00 (fifteen million United States Dollars) per year and is valid until 2041 which will be regulated in the Local Regulation of Papua Province concerning the Granting of Incentives and Provision of Investment Ease.

- 2) Mimika Regency Tax with the provisions as follows:

- a) the amount of the Ground Water Tax is determined by multiplying the volume of water collection with the Ground Water Tax tariff of 20% (twenty percent) with the Ground Water Acquisition Value (NPAT) which is the multiplication of the Base Price of Ground Water hereunder:

- (1) Rp5,700/m³ for Non Commercial;
- (2) Rp6,500/m³ for Commercial; and
- (3) Rp16,500/m³ for Industry.

The volume of water collection for the Non Commercial, Commercial and Industry needs as mentioned in the above number (1), (2) and (3), is based on the realization of water collection at the water debit measuring device;

- b) the amount of the Non-minerals and Rocks ("MBLB") Tax is determined by multiplying the MBLB collection volume with the MBLB Tax tariff of 25% (twenty five percent) with the MBLB Collection Result Sales Value amounting to:

- (1) Rp40,000/m³ for sands and gravels; and
- (2) Rp100,000/m³ for rocks,

with collection volume:

- (1) for sand and gravel in point (1) above is equal to 900,000 m³ per year; and
- (2) for rocks in point (2) above is equal to 70,200 m³ per year.

- c) the amount of the Street Lighting Tax is determined by multiplying the electricity usage volume with the Street Lighting Tax tariff of 1.5% (one point five percent) with the electricity basic price of Rp550/Kwh with volume of 1,972,802,373 Kwh;
- d) Amount of the Rural and Urban Land and Building Tax is determined in accordance with the Local Tax effective at the time of this Ministerial Decree stipulated;
- e) The holder of Operation Production IUPK is not subject to Local Taxes obligations other than Local Taxes as stipulated in letter a), letter b), letter c), and letter d); and

- f) in the event of changes in tariff that cause an increase or decrease in the tax payable, the tax tariff stipulated in this Ministerial Decree shall continue to prevail until the expiration of the Operation Production IUPK.

This Production Operation IUPK, especially with regard to the payment obligations of the local taxes, as mentioned in the above number 4 letter b, is the form of approval for the provision of investment incentives and convenience effective at the date of this Ministerial Decree.

5. The holder of the Operation Production IUPK during the period of the Operation Production IUPK in accordance with the FOURTH Dictum of this Ministerial Decree will not be imposed with new types of tax and/or new non-tax state revenue in the event there is an amendment and/or replacement/revocation of the provisions of the laws and regulations related to the types of state revenues and regional revenues as stipulated in number 1 letter a point 1) and point 2), number 1 letter e, number 3 letter a, number 3 letter b point 1) letter a) letter b) letter c), number 3 letter c point 1), number 3 letter d point 1) and point 2), number 4 letter a, and number 4 letter b.
6. For types of state revenue and local revenue other than referred to in number 5, in the event there is amendment or enactment of laws and regulations that create new type of state revenue and local revenue and are not a replacement of type of state revenue and local revenue as referred to in this Ministerial Decree, the holder of the Production Operation IUPK is not subject to this type of state revenue and local revenue.

MINISTER OF ENERGY AND MINERAL RESOURCES
THE REPUBLIC OF INDONESIA,

IGNASIUS JONAN

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MINISTRY OF ENERGY AND MINERAL RESOURCES
HEAD OF LEGAL BUREAU

[signed and stamped]

Hufron Asrofi, S.H., M.Hum.

NIP 196010151981031002

ANNEX VIII

DECREE OF THE MINISTER OF ENERGY AND MINERAL RESOURCES OF THE REPUBLIC OF INDONESIA

NUMBER : 2053K/30/MEM/2018

DATE : 21 December 2018

REGARDING

PRODUCTION OPERATION SPECIAL MINING BUSINESS LICENSE

PT FREEPORT INDONESIA

OBLIGATION TO CONDUCT DOMESTIC PROCESSING AND REFINING OF THE ENTIRE
MINING PRODUCTS

The holder of the Production Operation IUPK is obliged to conduct processing and refining of the entire mining products domestically with the following provisions:

1. The holder of the Production Operation IUPK is obliged to construct a new refining facility for the entire mining products domestically, whether independently or jointly with another party;
2. The construction of the new refining facility referred in number 1 is obliged to be completed within 5 (five) years as of this Ministerial Decree in the form of:
 - a. construction of new copper concentrate refining facility with input capacity of 2 (two) million tons per year to produce copper cathode, hereinafter referred to as the Copper Refining Facility; and
 - b. construction of further refinery facility of anode slimes with an input capacity of 6,000 (six thousand) tons per year to produce precious metal mineral, hereinafter referred to as the Precious Metal Refining Facility.
3. The holder of the Production Operation IUPK is obliged to compose a construction plan for new domestic refining facilities in accordance with the timeline as referred to in number 2 within a maximum period of 30 (thirty) days after this Ministerial Decree is issued in order to be verified by the Independent Verifier by observing the previous progress of the new refining facilities;
4. The holder of the Production Operation IUPK is obliged to comply with the physical progress level of the construction of the new domestic refining facility in accordance with the refining facility construction plan which has been verified by the Independent Verifier and approved by the Minister c.q. Director General of Mineral and Coal;
5. The physical progress of the construction of the refining facility as referred to in number 4 must be at least 90% (ninety percent) from the physical progress plan calculated cumulatively until the last 1 (one) month by the Independent Verifier;

6. If based on the verification conducted by the Independent Verifier, the physical progress of the construction of the refining facility does not achieve 90% (ninety percent) of the 6 (six) monthly physical progress plan, the recommendation for export of the results of mining product processing in the form of concentrate of the holder of the Production Operation IUPK may be revoked, except if there are any less burdensome laws and regulations;
7. The holder of Production Operation IUPK may be granted with approval of force majeure and hampering situation which impedes the achievement of at least 90% (ninety percent) of the refining facility construction physical progress plan by the Director General based on a written report of the holder of the Production Operation IUPK as the basis for the evaluation of the application for recommendation for export extension of the results of mining product processing in the form of concentrate;
8. The holder of the Production Operation IUPK or business entity that construct and/or operate the new refining facilities is entitled to obtain exemptions of the import duty and taxes in the framework of import for the importation of capital goods, equipment and machineries that are used for the construction or the development of the new refining facilities in accordance with the provisions of the laws and regulations regarding the exemption of import duty for the importation of machineries and goods and materials for the construction and development of industry in the framework of investment.
9. The holder of the Production Operation IUPK or business entity that constructs and/or operates the new refining facilities is entitled to obtain taxation facilities for the construction or the operation of the new refining facilities in accordance with provisions of the laws and regulations regarding income tax incentive for investments in certain business fields and/or certain areas regarding the granting of income tax reduction incentives, and/or regarding the importation or delivery of certain taxable goods which are strategic in nature and exempted from imposition of value added tax;
10. The holder of the Production Operation IUPK may withdraw the Surety Guarantee of the Construction of the Refining Facilities and its interest at the time the physical progress of the construction of the domestic refining facilities as referred to in number 3 has reached 35% (thirty five percent) of the new refining facility construction plan as referred to in number 3 pursuant to verification conducted by the independent verifier
11. If after 5 (five) years since this Ministerial Decree the physical progress of the construction of the domestic refining facilities have not yet reached 35% (thirty five percent), the Surety Guarantee of the Construction of the Refining Facilities and its interest are remitted to state funds through a designated bank in accordance with provisions of the laws and regulations.
12. The holder of the Production Operation IUPK may conduct sales of the processed mining products overseas by being imposed with export duty in accordance with the

provisions of the laws and regulations, including Ministry of Finance Regulation Number 164/PMK.010/2018 regarding Export Goods Determination that are subject to Export Duty and Export Duty Rates;

13. The holder of the Production Operation IUPK is obliged to adjust long term concentrate sale and purchase contracts with parties abroad in order to fulfill the domestic refining obligation in accordance with this Ministerial Decree;
14. In the event of a force majeure or hampering situation that occurs after the completion or the operation of the new refining facility, the holder of the Production Operation IUPK may conduct sale of concentrates overseas;
15. In the event of a force majeure or the hampering situations that occur after the completion or the operation of new refining facility, and the domestic demand has been fulfilled, the holder of the Production Operation IUPK or business entity that operates the new refining facilities may conduct sale of side products of anode slimes overseas;
16. In the event domestic demand does not yet exist, the holder of the Production Operation IUPK or business entity that operates the new refinery facilities may conduct sales of the by-products resulting from further refining of the anode slimes overseas;
17. The holder of the Production Operation IUPK will not be imposed with an additional obligation to construct refining facilities other than those determined under this Ministerial Decree; and
18. The holder of the Production Operation IUPK or business entity that operates the new refining facility will not be imposed with any divestment obligation.

MINISTER OF ENERGY AND MINERAL RESOURCES
OF THE REPUBLIC OF INDONESIA,

IGNASIUS JONAN

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HEAD OF LEGAL BUREAU

[signed and stamped]

Hufron Asrofi, S.H., M.Hum.

NIP 196010151981031002

FREEPORT MINERALS CORPORATION

SUPPLEMENTAL

RETIREMENT PLAN

Amended and Restated effective January 1, 2019

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**FREEPORT MINERALS CORPORATION
SUPPLEMENTAL RETIREMENT PLAN**

**ARTICLE I
PREAMBLE**

Freeport Minerals Corporation, formerly Phelps Dodge Corporation, (the "Company"), a corporation organized and existing under the laws of the State of Delaware, originally adopted the Comprehensive Executive Non-qualified Retirement and Savings Plan of Phelps Dodge Corporation (the "Comprehensive Plan"), which has been amended and restated from time to time.

The Comprehensive Plan consisted, primarily, of supplemental executive retirement provisions and supplemental executive savings provisions. In 1997, the Company split the Comprehensive Plan into two separate plans, the Phelps Dodge Corporation Supplemental Savings Plan and the Phelps Dodge Corporation Supplemental Retirement Plan (the "**Plan**"). By action taken on November 15, 2000, the Cyprus Amax Minerals Company Supplemental Executive Retirement Plan was merged into the Plan, effective as of January 1, 2001.

In response to the enactment of Section 409A of the Internal Revenue Code of 1986, as amended, (the "Code") the Company in operation separated each Participant's vested accrued benefit as of December 31, 2004. To bring the Plan into documentary compliance with Code Section 409A and related Internal Revenue Service guidance and proposed and final regulations, the Plan was restated, effective as of January 1, 2005. Each Participant's accrued benefit was frozen, effective December 31, 2008. Freeport Minerals Corporation is a wholly owned subsidiary of Freeport-McMoRan Inc.

The purpose of this Plan is to provide a select group of management or highly compensated employees of the Company and certain of its affiliates with supplemental retirement benefits. As a result, the Plan shall be considered to be a "top hat plan", exempt from many of the requirements of the Employee Retirement Income Security Act of 1974 ("**ERISA**"). This Plan is not intended to "qualify" for favorable tax treatment pursuant to Section 401(a) of the Internal Revenue Code of 1986 (the "Code") or any successor Section or statute.

The Plan has been in reasonable, good faith compliance with Code Section 409A since January 1, 2005. The Company has elected to simplify the administration of the Plan and apply the Section 409A provisions to all benefits and to make other revisions and clarifications. Participants who terminated prior to this restatement may need to look to the prior versions of the Plan to determine eligibility for benefits.

NOW, THEREFORE , effective January 1, 2019, the Company hereby amends, restates and continues the Plan as herein set forth:

ARTICLE II
DEFINITIONS

2.1 **Definitions.**

When a word or phrase appears in this Plan with the initial letter capitalized, and the word or phrase does not begin a sentence, the word or phrase shall generally be a term defined in this Section 2.1 or in the Preamble. The following words and phrases used in the Plan with the initial letter capitalized shall have the meanings set forth in this Section 2.1, unless a clearly different meaning is required by the context in which the word or phrase is used:

(a) "**Actuarial Equivalent**" means a benefit of equal value when computed using an indicated mortality table, interest rate and annuity conversion factors. Except as otherwise noted below, the mortality tables, and interest rates specified in Section 1.1(c) (**Definitions – Actuarial Equivalent**) of the Retirement Plan and the annuity conversion factors set forth in Article V (**Payment of Benefits**) of the Retirement Plan shall be utilized in making Actuarial Equivalency determinations for purposes of this Plan. For purposes of calculating any lump sum payments attributable to the Cyprus Minimum Benefit, the Plan Administrator shall use the interest rates and mortality table set forth in Section 1.2(a) (**Definitions – Actuarial Equivalent**) of the Retirement Plan Supplement No. 14 – Cyprus Salaried Employees.

(b) "**Affiliate**" means (1) a corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as is the Company, (2) any other trade or business (whether or not incorporated) controlling, controlled by, or under common control with the Company (within the meaning of Section 414(c) of the Code), (3) any other corporation, partnership, or other organization which is a member of an affiliated service group (within the meaning of Section 414(m) of the Code) with the Company, and (4) any other corporation, partnership, or other organization which is otherwise required to be aggregated with the Company pursuant to Section 414(o) of the Code.

(c) "**Board of Directors**" means the Board of Directors of Freeport-McMoRan Inc., the parent of the Company.

(d) "**Code**" means the Internal Revenue Code of 1986, as amended.

(e) "**Committee**" means the Pension Administration and Investment Committee appointed by the Board of Directors.

(f) "**Cyprus Minimum Benefit**" means the "Supplemental Benefit" a Cyprus SERP Participant would have been entitled to receive pursuant to Article V (**Computation of Supplemental Benefit**) of the Cyprus SERP if the Cyprus SERP Participant had terminated employment as of December 31, 2000 after taking into account any amounts previously paid pursuant to Section 6.6 (**Change in Control**) of the Cyprus SERP.

(g) "**Cyprus SERP**" means the Cyprus Amax Minerals Company Supplemental Executive Retirement Plan, as amended and restated by a document dated January 29, 1998, and as further amended by Amendment Number 1, dated November 12, 1998 and Amendment Number 2, dated June 4, 1999.

(h) "**Cyprus SERP Participant**" means any individual who, as of December 31, 2000, was a participant in the Cyprus SERP and who, as of December 31, 2008 is a Participant.

(i) "**Deferred Vested Retirement Benefit**" means the benefit payable pursuant to Section 5.6 (Deferred Vested Retirement Benefit) to a Participant who terminates employment and is entitled to receive a benefit pursuant to Section 4.6 (Deferred Vested Retirement Benefit).

(j) "**Disability**" means, effective January 1, 2018, a physical or mental condition that resulted in a Participant's receipt, without considering any offsets, of long-term disability payments under the LTD Plan or to disability benefits under Title II of the Social Security Act. Prior to 2018, "**Disability**" also included a Participant who was not covered under the LTD Plan if, in the judgment of the Plan Administrator, he would be eligible to receive benefits under the LTD Plan if he were so covered. Prior to 2009 and for purposes of additional benefit accruals determined under the Plan, a Participant shall be conclusively presumed to be Disabled only during the period the Participant qualifies to receive benefits under the applicable LTD Plan.

(k) "**Early Retirement Benefit**" means the benefit payable pursuant to Section 5.2 (Early Retirement Benefit).

(l) "**Early Retirement Date**" means the first day of the calendar month next following the later of a Participant's attainment of age 55 or completion of ten years of Service.

(m) "**Employee**" means any individual classified by his Employer as a common law employee of the Employer. For this purpose, the classification that is relevant is the classification in which such individual is placed by the Employer for purposes of this Plan and the classification of such individual for any other purpose (e.g., employment tax or withholding purposes) shall be irrelevant. If an individual is characterized as a common law employee of the Employer by a governmental agency or court but not by the Employer, such individual shall be treated as an employee who has not been designated for participation in this Plan.

(n) "**Employer**" means the Company and any Affiliate which has elected to participate in the Plan with the approval of the Plan Administrator, as provided in Section 3.2 (Adoption by Affiliates).

(o) "**Grandfathered Amount**" means the present value, determined using reasonable actuarial assumptions and methods, of the amount to which the Participant would be entitled under the Plan if the Participant Separates from Service after December 31, 2004, and received the maximum value available from the Plan on the earliest date allowed under the Plan. The grandfathered amount may increase to equal the present value of the benefit the Participant actually becomes entitled to, in the form and time actually paid, determined under the terms of the Plan (including applicable Code limits) as in effect on December 31, 2004, but without regard to any further service rendered after December 31, 2004, or any other events affecting the amount or entitlement to benefits (other than a participant election with respect to the time and form of an available benefit). The amount determined under this definition is intended to be the amount that would be determined under Treasury Regulations Section 1.409A-6(a)(3)(i), and this definition shall be interpreted consistent with such regulation as well as any other applicable guidance.

(p) "**Late Retirement Benefit**" means the benefit payable pursuant to Section 5.3 (**Late Retirement Benefit**).

(q) "**Late Retirement Date**" means the first day of any calendar month following a Participant's Normal Retirement Date as of which the Participant retires.

(r) "**LTD Plan**" means the Company's Long Term Disability Insurance Plan (or any other similar plan sponsored by an Employer to provide long term disability benefits) as in effect from time to time.

(s) "**Normal Retirement Age**" means the day on which occurs the later of (1) the Participant's 65th birthday or (2) the earlier of (A) the 5th anniversary of the date on which the Participant's participation in the Retirement Plan (or any predecessor plan) commenced or (B) the date on which the Participant is credited with five years of Service.

(t) "**Normal Retirement Benefit**" means the benefit payable pursuant to Section 5.1 (**Normal Retirement Benefit**).

(u) "**Normal Retirement Date**" means the first day of the month coinciding with or next following a Participant's Normal Retirement Age.

(v) "**Participant**" means any Employee of the Company or any of its Affiliates who is entitled to receive a benefit hereunder.

(w) "**Plan Administrator**" means the Committee.

(x) "**Plan Year**" means the 12-month period beginning on each January 1 and ending on each December 31.

(y) "**Retirement Plan**" means the Freeport Minerals Corporation Retirement Plan.

(z) "**Section 409A**" means Code Section 409A and Treasury Regulations and other interpretative guidance issued thereunder, including that issued after the date of this restatement.

(aa) "**Separation from Service**" means a termination of employment, termination, or retirement with the Company and its Affiliates in such a manner as to constitute a "separation from service" as defined under Treasury Regulation Section 1.409A-1(h), for any reason other than death. Amounts payable under the Plan on termination of employment or retirement will not be paid until the Participant experiences a "separation from service" within the meaning of Section 409A.

(bb) "**Service**" means, generally, a Participant's periods of employment with the Employers calculated in accordance with the provisions of the Retirement Plan that are applicable to the Participant and subject to the following special rules:

(1) For Participants terminating employment prior to September 1, 1997, notwithstanding any provision of the Retirement Plan to the contrary, a Participant's period of employment with an Affiliate (including particularly Accuride Corporation, Columbian Chemicals Company and Hudson International Conductors) during the period prior to the date such Affiliate

became a member of the Company's controlled group for purposes of Section 414 of the Code shall be disregarded for purposes of benefit accrual (e.g., the calculation of the amount of the Participant's benefit) but shall be considered for purposes of determining the Participant's eligibility for a particular type of benefit.

(2) Effective for Participants terminating employment on or after September 1, 1997 who were not on or after such date employed by Accuride Corporation, a Participant's periods of employment with an Affiliate other than Nesor Alloy Corporation during the period prior to the date such Affiliate became a member of the Company's controlled group for purposes of Section 414 of the Code shall be considered for all purposes under the Plan, including for purposes of benefit accrual (e.g., the calculation of the amount of the Participant's benefit). The preceding sentence does not apply to individuals employed by Accuride Corporation on or after September 1, 1997.

(3) The Service of a Participant who is classified as a "Cyprus Participant" in accordance with Section 1.1(v) (Definitions – Cyprus Participant) of the Retirement Plan shall be determined in accordance with all of the special provisions that apply to a "Cyprus Participant" pursuant to the Retirement Plan.

(4) The Service of a Participant who is classified as a "Columbian Participant" pursuant to Section 1.1(r) (Definitions – Columbian Participant) of the Retirement Plan shall be determined in accordance with all of the special provisions that apply to a "Columbian Participant" pursuant to the Retirement Plan.

(cc) “ **Special Early Retirement Benefit** ” means the benefit to which a Participant is entitled pursuant to Section 5.4 (Special Early Retirement Benefits).

(dd) “ **Specified Employee** ” means a key employee of the Company or its Affiliates under Code Section 409A(a)(2)(B) and Treasury Regulations Section 1.409A-1(i) because of a final and binding action taken by the Board of Directors of the Company or its delegate, or by operation of law or such regulation.

(ee) “ **Spouse** ” means the spouse of a Participant who is legally married to the Participant (under the laws of the jurisdiction in which the Participant resides) on the date on which a benefit under the Plan becomes payable to or on behalf of the Participant.

(ff) “ **Trust Agreement** ” means that certain trust agreement established pursuant to the Plan between the Company and the Trustee or any trust agreement hereafter established, the provisions of which are incorporated herein by reference.

(gg) “ **Trustee** ” means the Trustee under the Trust Agreement.

(hh) “ **Trust Fund** ” means all assets of whatsoever kind or nature held from time to time by the Trustee pursuant to the Trust Agreement, without distinction as to income and principal and without regard to source (i.e., contributions, earnings or forfeitures).

2.2 **Construction .**

The masculine gender, where appearing in the Plan, shall include the feminine gender (and vice versa), and the singular shall include the plural, unless the context clearly indicates to the contrary. Headings and subheadings are for the purpose of reference only and are not to be considered in the construction of this Plan. If any provision of this Plan is determined to be for any reason invalid or unenforceable, the remaining provisions shall continue in full force and effect.

2.3 **References To Retirement Plan .**

Any references to particular Sections of the Retirement Plan shall be deemed to be references to any amended or substituted provisions if the referenced Section is amended or replaced but only if consistent with Code Section 409A.

**ARTICLE III
ELIGIBILITY**

3.1 **Plan Frozen to New Entrants on December 31, 2008 .**

Notwithstanding any provision of the Plan to the contrary, no Employee shall be eligible to become a Participant in the Plan after December 31, 2008, without regard to whether the Employee is a current Employee, a new hire or rehire.

3.2 **Adoption by Affiliates .**

Any Affiliate of the Company may adopt this Plan with the approval of the Plan Administrator. An Affiliate will be deemed to have adopted this Plan if any of its employees are Participants in the Plan or file an election to participate with the consent of the Affiliate. At the request of the Plan Administrator, the Affiliate also shall evidence its adoption of the Plan by an appropriate resolution of its board of directors or in such other manner as may be authorized by the Plan Administrator. By adopting this Plan, the Affiliate shall be deemed to have agreed to make the contributions necessary to pay the benefits accrued by its Participants, agreed to comply with all of the other terms and provisions of this Plan, delegated to the Plan Administrator the power and responsibility to administer this Plan with respect to the Affiliate's Employees, delegated to the Company the full power to amend or terminate this Plan with respect to the Affiliate's Employees and as otherwise permitted by the Plan.

**ARTICLE IV
ELIGIBILITY FOR BENEFITS**

4.1 **Normal Retirement .**

A Participant who Separates from Service on his Normal Retirement Date shall receive the Normal Retirement Benefit provided by Section 5.1 (Normal Retirement Benefit).

4.2 Early Retirement.

A Participant who Separates from Service on or after his Early Retirement Date shall receive an Early Retirement Benefit as provided in Section 5.2 (Early Retirement Benefit).

4.3 Late Retirement.

A Participant who Separates from Service after his Normal Retirement Date shall be entitled to receive a Late Retirement Benefit calculated in accordance with Section 5.3 (Late Retirement Benefit).

4.4 Special Early Retirement.

A Participant shall be entitle to receive a Special Early Retirement Benefit as provided in Section 5.4 (Special Early Retirement Benefit) if he satisfies the special early retirement eligibility criteria set forth in Section 3.3 (Special Early Retirement), Section 3.4 (2008 Early Retirement Window) or Section 3.5 (2009 Early Retirement Window) of the Retirement Plan.

4.5 Disability.

A Participant who is suffering from a Disability shall for the purpose of additional benefit accruals be deemed to remain in employment during the period for which he is suffering from a Disability under the same employment conditions that prevailed prior to his Disability. The special benefit computation rules applicable to a Participant who is absent from work on account of a Disability are calculated in accordance with Section 5.5 (Disabled Employee Benefit).

4.6 Deferred Vested Retirement Benefit.

If a Participant has a Separation from Service after completing at least five years of Service for reasons other than death or Disability, he will be entitled to a Deferred Vested Retirement Benefit.

4.7 Vesting.

As of January 1, 2018, all actively employed Participants with a frozen benefit are fully vested. Prior to this date, each Participant vested in his Benefit upon completion of five (5) years of Service, death, Disability, or Early or Normal Retirement Date. A Cyprus SERP Participant shall have a fully vested interest in his Cyprus Minimum Benefit at all times. Participants who were employed by Accuride Corporation as of December 31, 1998, when Accuride ceased to be an Affiliate were fully vested and eligible to receive a Deferred Vested Retirement Benefit.

4.8 Death Before Retirement.

If a Participant who has been married for at least one year dies while in employment with an Employer after completing five years of Service or his age and Service total at least 65, the Participant's Spouse shall receive an annuity, payable for life, in accordance with Section 5.7 (Surviving Spouse Benefit – Death Before Retirement). Except as otherwise provided in Section 4.9 (Cyprus Death Benefit), no death benefits are payable upon the death of an unmarried Participant or a Participant who has been married for less than one year on the date of death.

4.9 **Cyprus Death Benefit.**

If a Cyprus SERP Participant dies before the commencement of benefits, a special death benefit will be paid to the beneficiary designated by the Cyprus SERP Participant in accordance with Section 6.5 (Beneficiary Designations). The death benefit will be paid in one lump sum on the later of 15 calendar days or the first day of the next month following such death, and will be the Actuarial Equivalent of the Participant's Cyprus Minimum Benefit. Notwithstanding, payment may be delayed from the originally scheduled date, provided the special death benefit is paid on or before December 31 of the first calendar year following the calendar year in which the death occurs. The Actuarial Equivalent of the special death benefit shall reduce any benefits payable to the Participant's Surviving Spouse pursuant to Section 5.7 (Surviving Spouse Benefit – Death Before Retirement).

4.10 **Death After Retirement.**

If a Participant dies after benefit payments have commenced, further payments, if any, under the Plan will be made in accordance with the method of payment applicable under Article VI (Payment of Benefits).

ARTICLE V
DETERMINATION OF BENEFITS

Notwithstanding anything to the contrary herein, effective December 31, 2008, the accrued benefit of each Participant shall be frozen at the level in effect on December 31, 2008; after December 31, 2008, with the exception of benefits described in Section 5.4 (Special Early Retirement Benefits), no Participant shall be eligible to accrue additional benefits under this Plan.

5.1 **Normal Retirement Benefit.**

(a) **General.** Subject to the provisions of paragraph (b) and the offsets called for by paragraphs (c), (d) and (e), the Normal Retirement Benefit to which a Participant will be entitled if he Separates from Service on his Normal Retirement Date shall equal the monthly "Normal Retirement Benefit" (as such term is defined in the Retirement Plan) to which the Participant would be entitled under the Retirement Plan if:

(1) In the case of any Participant other than an Employee of Accuride Corporation, the Participants were covered by the "Benefit Structure" (as such term is defined in Section 1.1(n) (Definitions – Benefit Structure) of the Retirement Plan) applicable to the Company's salaried employees and disregarding any special benefits applicable to "ASWI Salaried Participants" pursuant to Section 4.1(g) (Normal and Late Retirement Benefits – Termination after Transfer from a Transition Plan Supplement) of the Retirement Plan, "Cyprus Participants" pursuant to Section 4.1(h) (Normal and Late Retirement Benefits – Termination After Cyprus Plan Merger) of the Retirement Plan, "Columbian Participants" pursuant to Section 4.1(i) (Normal and Late Retirement Benefits – Termination after Transfer from Columbian Plan Supplement) of the Retirement Plan, or Kennecott Participants pursuant to Section 4.1(j) (Special Benefit Formula for Kennecott Plan Participants) of the Retirement Plan.

(2) In the case of any Participant who is an Employee of Accuride Corporation, the Participants were covered by the Benefit Structure under the Retirement Plan that is applicable to Accuride Employees;

(3) The limitations included in the Retirement Plan to comply with the provisions of Section 401(a)(17) of the Code (which limits the amount of compensation that may be taken into account for purposes of the Plan) were not applicable; and

(4) The limitations included in the Retirement Plan to comply with the provisions of Section 415 of the Code (which limits the amount of a Participant's benefit) were not applicable.

(b) **Cyprus SERP Participants**. In the case of a Cyprus SERP Participant, the Normal Retirement Benefit shall be the greater of (1) the Normal Retirement Benefit calculated pursuant to paragraph (a), or (2) the Cyprus Minimum Benefit.

(c) **Retirement Plan Offset**. The benefit determined pursuant to paragraph (a) or (b) shall be reduced by the "Retirement Plan Offset." The "Retirement Plan Offset" is the monthly "Normal Retirement Benefit" (as such term is defined in Section 1.1(xx) (Definitions – Normal Retirement Benefit) of the Retirement Plan) to which the Participant is actually entitled under the Retirement Plan. For purposes of calculating the Retirement Plan Offset, the Participant's gross "Normal Retirement Benefit" under the Retirement Plan, before the reduction called for by Section 4.9 (Reduction for Other Plans) of the Retirement Plan or any similar reduction or offset, will be used.

(d) **Non-Qualified Plan Offset**. The benefit determined pursuant to paragraph (a) or (b) also shall be reduced by the "Non-Qualified Plan Offset." The "Non-Qualified Plan Offset" is the monthly benefit to which the Participant is entitled as of his Normal Retirement Date under any other defined benefit plan or arrangement sponsored by an Employer (a "Non-Qualified Plan") other than the Cyprus SERP.

(e) **Cyprus SERP Offset**. The Normal Retirement Benefit determined pursuant to paragraphs (a) or (b) shall be reduced by the "Cyprus SERP Offset." The Cyprus SERP Offset is equal to the "Supplemental Benefit" calculated pursuant to Article V (Computation of Supplemental Benefit) of the Cyprus SERP that was distributed to the Participant in the form of an actuarially equivalent lump sum pursuant to Section 6.6 (Change in Control) of the Cyprus SERP or otherwise. The Cyprus SERP Offset will be expressed as a single life annuity beginning on a Participant's Normal Retirement Date. If a Cyprus SERP Participant's Normal Retirement Benefit is equal to the Cyprus Minimum Benefit, the Cyprus SERP Offset will not apply since the Cyprus Minimum Benefit has been adjusted to reflect the earlier payment from the Cyprus SERP.

(f) **Adjustments**. If the Participant is covered by a Benefit Structure of the Retirement Plan or by a Non-Qualified Plan pursuant to which the Normal Retirement Benefit is expressed in a normal form other than a single life annuity for the life of the Participant, the Participant's benefit shall be converted to an Actuarially Equivalent single life annuity for purposes of calculating the Retirement Plan Offset and the Non-Qualified Plan Offset.

(g) **Effective Date.** The provisions of paragraph (a) only apply to a Participant who terminates employment on or after September 1, 1997. The Normal Retirement Benefits of a Participant who terminated employment prior to September 1, 1997 shall be determined in accordance with the provisions of the Comprehensive Plan as in effect prior to the adoption of the Plan.

5.2 **Early Retirement Benefit.**

A Participant's Early Retirement Benefit will be calculated in the same fashion as his Normal Retirement Benefit but on the basis of the Service and compensation earned by the Participant as of his actual date of Separation from Service. The Early Retirement Benefit so calculated shall be reduced in the same fashion as "Early Retirement Benefits" (as such term is defined in Section 1.1(z) (Definitions – Early Retirement Benefit) of the Retirement Plan) are reduced (if at all) for individuals covered by the Retirement Plan Benefit Structure applicable to salaried employees of the Company. Since the Early Retirement Benefit reductions for individuals covered by the Retirement Plan Benefit Structure applicable to salaried employees of the Company will be used, the provisions of Section 4.2(d) (Early Retirement Benefit – Special Rules for All Salaried Work Force Initiative) of the Retirement Plan, Section 4.2(e) (Early Retirement Benefit – Special Rule for Cyprus Participants) of the Retirement Plan and Section 4.2(f) (Early Retirement Benefit – Special Rules for Columbian Participants) of the Retirement Plan will be disregarded. The Early Retirement Benefit of a Cyprus SERP Participant will not be less than the Cyprus Minimum Benefit, reduced by applying the early retirement reduction provisions referred to in Section 4.2(b) (Special Calculation Rules Applicable to Minimum Benefit) of the Retirement Plan Supplement No. 14 – Cyprus Salaried Employees.

5.3 **Late Retirement Benefit.**

A Participant's Late Retirement Benefit will be calculated in the same fashion as his Normal Retirement Benefit but on the basis of the Service and compensation earned by the Participant as of his actual date of Separation from Service.

5.4 **Special Early Retirement Benefits.**

(a) **General Rule.** The Special Early Retirement Benefit shall equal the monthly “Special Early Retirement Benefit” to which the Participant would be entitled under Section 4.3 (Special Early Retirement Benefit) of the Retirement Plan, including any supplements to which the Participant would be entitled under the Retirement Plan, calculated using all of the assumptions set forth in clauses (1) through (5) of the first sentence of Section 5.1(a) (Normal Retirement Benefit – General) and disregarding the limitation set forth in Section 3.3(b) (Special Early Retirement – Exclusions) of the Retirement Plan. The benefit so determined shall be reduced by the “Retirement Plan Offset,” the “Non-Qualified Plan Offset,” the “Cyprus SERP Offset”, described in Section 5.1 (Normal Retirement Benefit), and Section 2.1(o) (Grandfathered Amount).

(b) **2008 Early Retirement Window Benefit**. The 2008 Early Retirement Window Benefit shall equal the monthly “2008 Early Retirement Window Benefit” to which the Participant would be entitled under Section 4.4 (2008 Early Retirement Window Benefit) of the Retirement Plan, including any benefits provided by a Plan Supplement to which the Participant would be entitled under the Retirement Plan, calculated using all the assumptions set forth in clauses (1) through (4) of Section 5.1(a) (Normal Retirement Benefit – General). The benefit so determined shall be reduced by the “Retirement Plan Offset,” the “Non-Qualified Plan Offset” and the “Cyprus SERP Offset” described in Section 5.1(c) and (e) (Normal Retirement Benefit).

(c) **2009 Early Retirement Window Benefit**. The 2009 Early Retirement Window Benefit shall equal the monthly “2009 Early Retirement Window Benefit” to which the Participant would be entitled under Section 4.5 (2009 Early Retirement Window Benefit) of the Retirement Plan, including any benefits provided by a Plan Supplement to which the Participant would be entitled under the Retirement Plan, calculated using all the assumptions set forth in clauses (1) through (4) of Section 5.1(a) (Normal Retirement Benefit – General). The benefit so determined shall be reduced by the “Retirement Offset,” and the “Cyprus SERP Offset” described in Section 5.1(c) and (e) (Normal Retirement Benefit).

5.5 **Disabled Employee Benefit**.

A Participant who is suffering from a Disability will receive a benefit calculated as of the date of Separation from Service under the Early, Deferred or Normal Retirement Benefit provisions, as applicable. Such Participant may receive additional disability benefit accruals during the period of Disability pursuant to the special rules for disabled participants set forth in Section 1.1(ee) (Definitions – Average Monthly Compensation) of the Retirement Plan.

5.6 **Deferred Vested Retirement Benefit**.

A Participant's annual Deferred Vested Retirement Benefit will be calculated in the same fashion as his Normal Retirement Benefit but on the basis of Service and compensation earned by the Participant as of his actual date of Separation from Service.

5.7 **Surviving Spouse Benefit — Death Before Retirement**.

Subject to the reductions noted below, the annual amount of the annuity payable to a surviving Spouse pursuant to Section 4.8 (Death Before Retirement) shall equal the annuity to which the Spouse would be entitled under the Retirement Plan if the Participant's "Accrued Benefit" (as that term is used in the Retirement Plan) under the Retirement Plan was calculated using the assumptions set forth in clauses (1) through (4) of Section 5.1(a) (Normal Retirement Benefit – General). The amount so determined shall be reduced by the annuity to which the Spouse is actually entitled under the Retirement Plan or any Non-Qualified Plan (as such term is defined in Section 5.1(d) (Normal Retirement Benefit – Non-Qualified Plan Offset)). The reductions referred to in the preceding sentence shall be adjusted in the same fashion as the "Retirement Plan Offset" and "Non-Qualified Plan Offset" are adjusted pursuant to Section 5.1(c) and (d) (Normal Retirement Benefit). The payments to the Spouse shall commence on the later of 15 calendar days or the first day of the month next following the Participant's death. If a benefit is payable to the beneficiary of a Cyprus SERP Participant pursuant to Section 4.9 (Cyprus Death Benefit), the benefits payable to the

Participant's surviving Spouse shall be reduced in accordance with Section 4.9. Notwithstanding, payment may be delayed from the originally scheduled date, provided the special death benefit is paid on or before December 31 of the first calendar year following the calendar year in which the death occurs.

5.8 **Timing Adjustments.**

If benefits under this Plan and benefits under the Retirement Plan (or any Non-Qualified Plan with respect to which the Non-Qualified Plan Offset provisions apply pursuant to Section 5.1 (Normal Retirement Benefit)) do not start on the same day, the Participant's benefit under this Plan shall be reduced by the benefit the Participant would have received under the Retirement Plan (or the Non-Qualified Plan) if benefits under such plan or plans had commenced on the same day that benefits commence under this Plan.

ARTICLE VI
PAYMENT OF BENEFITS

6.1 **Time of Distribution Of Benefits.**

(a) **Normal or Late Retirement.** Distribution of a Participant's Normal or Late Retirement Benefit shall commence as of the first day of the month coinciding with or next following the Participant's Separation from Service after satisfying the requirements for a Normal or Late Retirement Benefit (as applicable) pursuant to Article IV (Eligibility for Benefits). Notwithstanding the foregoing, if the Participant is a Specified Employee within the meaning of the Code, then, except as may otherwise be provided in Article X below, distribution of the benefit shall commence, (including with such first payment, interest at a rate equal to the rate used to determine the Actuarial Equivalent value of a lump sum payment) on the first business day after the six-month anniversary of the Participant's Separation from Service.

(b) **Early Retirement.** Distribution of a Participant's Early Retirement Benefit shall commence as of the first day of the month coinciding with or next following the Participant's Separation from Service after satisfying the requirements for an Early Retirement Benefit pursuant to Section 4.2 (Early Retirement). Notwithstanding the foregoing, if the Participant is a Specified Employee, distribution of the benefit shall commence (including with such first payment, interest at a rate equal to the rate used to determine the Actuarial Equivalent value of a lump sum payment) on the first business day after the six-month anniversary of the Participant's Separation from Service.

(c) **Deferred Vested Retirement.** Distribution of a Participant's Deferred Vested Retirement Benefit shall commence as of the first day of the month following the Participant's 65th birthday. Notwithstanding the foregoing, if the Participant is a Specified Employee distribution of the benefit shall commence (including with such first payment, interest at a rate equal to the rate used to determine the Actuarial Equivalent value of a lump sum payment) on the first business day after the six-month anniversary of the Participant's Separation from Service (if such date is later than the first day of the month following the Participant's 65th birthday).

(d) **Death and Disability.** Distributions of a Participant's Accrued Benefit to the Surviving Spouse shall commence in accordance with Section 5.7 (Surviving Spouse Benefit –

Death Before Retirement). A Participant who has a Separation from Service due to a Disability that provides benefits under the LTD Plan shall commence his benefit in accordance with Section 6.1(a) (Normal or Late Retirement).

(e) **Special Early Retirement Benefits**. As of January 1, 2019, each Participant who had Separated from Service during a window period described in Section 5.4 (Special Early Retirement Benefits) is in payment status.

6.2 **Participant Elections**.

None of the Participants filed initial elections after 2004 specifying the form in which distributions are to be made or the date on which Early Retirement Benefits or Deferred Vested Retirement Benefits are to commence. As of January 1, 2019, there are no payment elections on file. The Early Retirement Benefit will commence at the time specified in Section 6.1(b) (Time of Distribution of Benefits - Early Retirement) and the Deferred Vested Retirement Benefits shall commence at the time specified in Section 6.1(c) (Time of Distribution of Benefits – Deferred Vested Retirement). The Participant's benefit will be distributed in the manner provided by Section 6.3 (Forms of Benefit Payments).

6.3 **Forms of Benefit Payments**.

(a) **General**. Unless stated otherwise in Section 6.3(c) (Forms of Benefit Payments – Lump Sum Option for Cyprus Minimum Benefit) or 6.3(d) (Forms of Benefit Payments – Payment of Small Amounts and Cash Outs) a married Participant will be paid in the form of a contingent annuity pursuant to which 50% of the amount paid to the Participant during the Participant's life is continued to the Participant's Spouse following the Participant's death and an unmarried Participant will be paid in the form of a single life annuity. Subject to the spousal consent requirements in Section 6.3(b)(3) (Form of Payment – Form of Payment – Spousal Consent), a Participant may elect an actuarial equivalent life annuity among the options in Section 6.3(b) (Forms of Benefit Payments – Form of Payment). For the purpose of determining whether a payment form is a life annuity, term certain features under which annuity payments continue for the longer of the life of the annuitant or a fixed period of time are disregarded.

(b) **Form of Payment**. The forms of payment are the following:

(1) **Straight Life Annuity Option**. With this option, benefits will be payable for the Participant's life, with no amount payable after his death.

(2) **Contingent Annuity Option**. With this option, a modified amount will be payable during the Participant's life and after his death an amount will be payable during the life of, and to, the Beneficiary named by the Participant when he elected the option. The contingent annuitant options available are the same as those that are available under the Retirement Plan.

(3) **Spousal Consent**. If a Participant is married at the time an election is filed to receive payments in a form other than a 50% or greater contingent annuitant option with the Spouse, as the sole contingent annuitant, such election shall be ineffective unless the Participant's Spouse consents to the election on a form prescribed by or acceptable to the Plan Administrator for that purpose.

(c) **Lump Sum Option for Cyprus Minimum Benefit**. A Cyprus SERP Participant will receive a lump sum payment equal to the Actuarial Equivalent of his Cyprus Minimum Benefit as soon as possible following the day on which the Participant becomes entitled to receive benefits under the Plan. The Actuarial Equivalent of the lump sum so received shall reduce any other benefits payable to the Participant.

(d) **Payment of Small Amounts and Cash Outs**. Notwithstanding any provision of this Plan to the contrary, if the value of all benefits payable pursuant to this Plan to a Participant, surviving Spouse or any beneficiary are Actuarially Equivalent to a lump sum of \$10,000 or less, the Plan Administrator, regardless of any elections made by the Participant, shall direct the Trustee to pay the benefits in the form of a single lump sum distribution.

6.4 **Acceleration of Payment**.

(a) **Domestic Relations Orders**. The Plan Administrator may, in its sole and absolute discretion, accelerate the time or schedule of a payment under the Plan to an individual other than the Participant as may be necessary to fulfill a domestic relations order (as defined in Section 414(p)(1)(B) of the Code).

(b) **Employment Taxes**. The Plan Administrator may, in its sole and absolute discretion, provide for the acceleration of the time or schedule of a payment under the Plan to pay the Federal Insurance Contributions Act (FICA) tax imposed under Sections 3101, 3121(a), and 3121(v)(2) of the Code, on compensation deferred under the Plan (the FICA amount). Additionally, the Plan Administrator may, in its sole discretion, provide for the acceleration of the time or schedule of a payment, to pay the income tax at source on wages imposed under Section 3401 of the Code or the corresponding withholding provisions of applicable state, local, or foreign tax laws as a result of the payment of the FICA amount, and to pay the additional income tax at source on wages attributable to the pyramiding Section 3401 of the Code wages and taxes. However, the total payment under this acceleration provision must not exceed the aggregate of the FICA amount, and the income tax withholding related to such FICA amount.

(c) **Payment Upon Income Inclusion Under Section 409A**. The Plan Administrator may, in its sole discretion, provide for the acceleration of the time or schedule of all or any part of a payment under the Plan if at any time the Plan fails to meet the requirements of Section 409A of the Code. An accelerated payment may not exceed the amount required to be included in income as a result of the failure to comply with the requirements of Section 409A of the Code.

(d) **Bona Fide Disputes as to a Right to a Payment**. The Committee may, in its sole discretion, provide for the acceleration of the time or schedule of all or any part of a payment under the Plan where such payments occur as part of a settlement between the Participant and the Company of an arm's length, bona fide dispute as to the Participant's right to the deferred amount, if done in accordance with Treasury Regulation Section 1.409A-3(j)(4)(xiv).

(e) **Plan Termination and Liquidation**. The Board of Directors, or a committee or individual(s) specifically designated by the Board of Directors to act on its behalf, in its discretion, may terminate the Plan and provide for the acceleration of the time of payment in accordance with Section 10.2 (**Termination of Plan**).

6.5 **Beneficiary Designations.**

(a) **General Rule.** Each Participant who elects a method of payment under Section 6.3 (Forms of Benefit Payments) pursuant to which amounts may be payable following the Participant's death and each Cyprus SERP Participant entitled to a special death benefit pursuant to Section 4.9 (Cyprus Death Benefit) shall have the right to designate, on forms supplied by and delivered to the Plan Administrator, a beneficiary or beneficiaries.

(b) **Spouse as Beneficiary.** The beneficiary of a married Participant shall be the Participant's Spouse unless the Participant has made an effective election under this Section to name a person other than his Spouse as beneficiary. The designation of a person other than his Spouse as beneficiary by a married Participant shall not be effective unless consented to in writing by the Participant's Spouse in accordance with Section 6.3(b)(3) (Forms of Benefit Payments – Form of Payment – Spousal Consent).

(c) **Changes in Designation.** Subject to the Spousal consent requirements noted in the preceding paragraph, each Participant may change his beneficiary designation from time to time by execution and delivery of a new beneficiary designation form. Upon receipt of such designation by the Pension Administration and Investment Committee, such designation or change of designation shall become effective as of the date of the notice, whether or not the Participant is living at the time the notice is received.

(d) **No Living Beneficiary.** If no designated beneficiary is living when benefits become payable, or if there is no designated beneficiary, the beneficiary shall be the Participant's Spouse; or if no Spouse is then living, such Participant's issue, including any legally adopted child or children, in equal shares by right of representation; or if no such designated beneficiary and no such Spouse or issue, including any legally adopted child or children, is living upon the death of a Participant, or if all such persons die prior to the full distribution of such Participant's benefits, then the beneficiary shall be the estate of the Participant.

(e) **Reliance.** There shall be no liability on the part of the Company, the Pension Administration and Investment Committee, the Plan Administrator, or the Trustee with respect to any payment authorized by the Pension Administration and Investment Committee in accordance with the most recent valid beneficiary designation of the Participant in its possession before receipt of a more recent and valid beneficiary designation.

ARTICLE VII
ADMINISTRATION OF THE PLAN

7.1 **Adoption of Trust.**

The Company shall enter into a Trust Agreement with the Trustee, which Trust Agreement shall form a part of this Plan and is hereby incorporated herein by reference.

7.2 **Powers of the Plan Administrator.**

(a) **General Powers of Plan Administrator.** The Plan Administrator shall have the power and discretion to perform the administrative duties described in this Plan or required for

proper administration of the Plan and shall have all powers necessary to enable it to properly carry out such duties. Without limiting the generality of the foregoing, the Plan Administrator shall have the power and discretion to construe and interpret this Plan, to hear and resolve claims relating to the Plan and to decide all questions and disputes arising under the Plan. The Plan Administrator shall determine, in its discretion, the Service credited to the Participants, the status and rights of a Participant, and the identity of the Beneficiary or Beneficiaries entitled to receive any benefits payable on account of the death of a Participant.

(b) **Participation**. The Plan Administrator also shall have the discretion to exclude Employees from participation in the Plan and to discontinue a Participant's participation in the Plan.

(c) **Distributions**. All benefit disbursements by the Trustee shall be made upon the instructions of the Plan Administrator.

(d) **Decisions Conclusive**. The decisions of the Plan Administrator upon all matters within the scope of its authority shall be binding and conclusive upon all persons.

(e) **Reporting**. The Plan Administrator shall file all reports and forms lawfully required to be filed by the Plan Administrator and shall distribute any forms, reports or statements to be distributed to Participants and others.

(f) **Investments**. The Plan Administrator shall keep itself advised with respect to the investment of the Trust Fund and shall report to the Company regarding the investment and reinvestment of the Trust Fund not less frequently than annually.

(g) **Electronic Administration**. The Plan Administrator shall have the authority to employ alternative means (including, but not limited to, electronic, internet, intranet, voice response, or telephonic) by which Participants may submit elections, directions, and forms required for participation in, and the administration of, this Plan. If the Plan Administrator chooses to use these alternative means, any elections, directions or forms submitted in accordance with the rules and procedures promulgated by the Plan Administrator will be deemed to satisfy any provision of this Plan calling for the submission of a written document, direction or form.

7.3 **Pension Administration and Investment Committee**.

The Pension Administration and Investment Committee shall be the Plan Administrator unless otherwise designated by the Board of Directors. The Committee shall carry out its duties, responsibilities, and powers under the Plan in accordance with its charter, by-laws, or other rules of governance adopted by the Pension Administration and Investment Committee and by which it carries out its duties, responsibilities, and powers with respect to administering the other employee benefit plans sponsored by the Company and for which it has been designated the plan administrator.

7.4 **Appointment of Agents**.

The Committee may appoint such other agents, who need not be members of the Committee, as it may deem necessary for the effective performance of its duties, whether ministerial or discretionary, as the Committee may deem expedient or appropriate. The compensation of any

agents who are not employees of the Company shall be fixed by the Committee within any limitations set by the Board of Directors.

7.5 **Conflict of Interest.**

No member of the Pension Administration and Investment Committee who is a Participant shall take any part in any action in connection with his participation as an individual. Such action shall be voted or decided by the remaining members of the Pension Administration and Investment Committee.

7.6 **Delegations of Authority.**

All delegations of responsibility set forth in this document regarding the determination of benefits and the interpretation of the terms of the Plan confer discretionary authority upon the Plan Administrator.

7.7 **Indemnification.**

To the extent permitted by law, the Company shall and does hereby jointly and severally indemnify and agree to hold harmless the employees, officers and directors of it and its Affiliates who serve in any capacity with respect to the Plan from any and all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions or conduct of their duly appointed agents, which acts, omissions or conduct constitute or are alleged to constitute a breach of such individual's fiduciary or other responsibilities under the ERISA or any other law, except for those acts, omissions, or conduct resulting from his own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

ARTICLE VIII
CLAIMS REVIEW PROCEDURE

8.1 **Application for Benefits not Required.**

A Participant, a surviving Spouse, a contingent annuitant or a beneficiary (all of whom are referred to in this Article as a "Claimant") need not file a written claim to receive benefits.

8.2 **Claims Procedures.**

(a) **Review by the Retirement Manager.** If a Claimant is dissatisfied with the determination of his benefits, eligibility, participation, or any other right or interest under this Plan, the Claimant may file a written request for review with the Company's "Retirement Manager." The "Retirement Manager" is the Company's Manager of Retirement Plans or the Company representative occupying a comparable position if the Company does not then have a representative with the title "Manager of Retirement Plans." The Retirement Manager will review the claim and

will notify the Claimant as to whether such claim has been granted or denied within 90 days (unless the Claimant is advised that special circumstances require an extension of time, with such extension of time not to exceed 90 days from the end of the initial 90 day period).

(b) If the claim is denied, the Claimant will receive written or electronic notice of the adverse benefit determination explaining the denial in detail. The notice will include: (i) specific reason(s) for the denial; (ii) specific references to the Plan provision(s) on which the denial is based; (iii) whether any additional material or information is required and an explanation of why such material or information is needed; and (iv) an explanation of the Plan's review and appeal procedures, including the Claimant's right to bring a civil action under Section 502(a) of the Act.

(c) **Appeal to Claim Appeals Subcommittee**. The Claimant has the right to appeal a denied claim. The Claimant, his or her authorized representative, or Beneficiary may file a written request for review of the claim with the Claims Appeal Committee (which may be the Committee or a subcommittee thereof appointed by the Committee to hear and decide claims appeals) within 60 days after receipt of notification of the claim denial. As part of the Claimant's request for review, the Claimant will have the opportunity to submit issues and comments in writing for consideration. The Claimant will also be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. The review will take into account all comments, documents, records and other information submitted by the Claimant, without regard to whether such information was submitted in the initial benefit determination.

(d) The Claims Appeal Committee will hear and make a determination on the Claimant's appeal at the Committee meeting that immediately follows receipt of the request for review, unless the appeal is received within 30 days preceding the date of such meeting in which case the appeal may be heard and decided at the second meeting following receipt of the request for appeal. The Claimant will be notified of the decision on appeal no later than five (5) days after such decision is made.

(e) If the claim is denied on appeal, the Claimant will receive written or electronic notice of the adverse benefit determination explaining the denial in detail. The notice will include: (i) specific reason(s) for the denial; (ii) specific references to the Plan provision(s) on which the denial is based; (iii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits; and (iv) a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to bring a civil action under Section 502(a) of the Act.

(f) No legal action for recovery of benefits may be commenced before a Claimant has exhausted the claims and claims review procedure described above. Any legal action for recovery of benefits under this Plan must be commenced no later than the earlier of: (1) the shortest applicable statute of limitations provided by law; or (2) two years from the date the decision on appeal is delivered to the Claimant.

(g) **Right to Examine Plan Documents and to Submit Materials** . In connection with the determination of a claim, or in connection with review of a denied claim or appeal pursuant to this Section 8.2, the Claimant may examine this Plan and any other pertinent documents generally available to Participants relating to the claim and may submit written comments, documents, records and other information relating to the claim for benefits. The Claimant also will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits with such relevance to be determined in accordance with Section 8.2(h) (Claims Procedures – Relevance).

(h) **Relevance** . For purpose of this Section 8.2, documents, records, or other information shall be considered "relevant" to a Claimant's claim for benefits if such documents, records or other information:

(1) Were relied upon in making the benefit determination;

(2) Were submitted, considered, or generated in the course of making the benefit determination, without regard to whether such documents, records or other information were relied upon in making the benefit determination; or

(3) Demonstrate compliance with the administrative processes and safeguards required pursuant to this Section 8.2 regarding the making of the benefit determination.

(i) **Decisions Final; Procedures Mandatory** . To the extent permitted by law, a decision on review by the Retirement Manager or Claim Appeals Subcommittee shall be binding and conclusive upon all persons whomsoever. To the extent permitted by law, completion of the claims procedures described in this Section 8.2 shall be a mandatory precondition that must be complied with prior to commencement of a legal or equitable action in connection with the Plan by a person claiming rights under the Plan or by another person claiming rights through such a person. The Pension Administration and Investment Committee may, in its sole discretion, waive these procedures as a mandatory precondition to such an action.

ARTICLE IX

LIMITATION ON ASSIGNMENT; PAYMENTS TO LEGALLY INCOMPETENT DISTRIBUTE; CORRECTIONS

9.1 **Anti-Alienation Clause** .

No benefit which shall be payable under the Plan to any person shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of the same shall be void. No benefit shall in any manner be subject to the debts, contracts, liabilities, engagements or torts of any person, nor shall it be subject to attachment or legal process for or against any person, except to the extent as may be required by law.

9.2 **Permitted Arrangements** .

Section 9.1 (Anti-Alienation Clause) shall not preclude arrangements for the withholding of taxes from benefit payments, arrangements for the recovery of benefit overpayments,

arrangements for direct deposit of benefit payments to an account in a bank, savings and loan association or credit union (provided that such arrangement is not part of an arrangement constituting an assignment or alienation), or the transfer, incident to a divorce, of a Participant's interest in the Plan to a former spouse.

9.3 **Payment To Minor or Incompetent.**

Whenever any benefit which shall be payable under the Plan is to be paid to or for the benefit of any person who is then a minor or determined by the Plan Administrator to be incompetent by qualified medical advice, the Plan Administrator need not require the appointment of a guardian or custodian, but shall be authorized to cause the same to be paid over to the person having custody of the minor or incompetent, or to cause the same to be paid to the minor or incompetent without the intervention of a guardian or custodian, or to cause the same to be paid to a legal guardian or custodian of the minor or incompetent if one has been appointed or to cause the same to be used for the benefit of the minor or incompetent.

9.4 **Underpayment or Overpayment Of Benefits.**

In the event that, through mistake or computational error, benefits are underpaid or overpaid, there shall be no liability for any more than the correct amount of benefits under the Plan. Overpayments may be deducted from future payments under the Plan and underpayments may be added to future payments under the Plan. In lieu of receiving reduced benefits under the Plan, a Participant or Beneficiary may elect to make a lump sum repayment of any overpayment.

ARTICLE X
AMENDMENT, MERGER AND TERMINATION

10.1 **Amendment.**

The Committee shall have the right at any time, by an instrument in writing duly executed, acknowledged and delivered to the Plan Administrator, to modify, alter or amend this Plan, in whole or in part, prospectively or retroactively; provided, however, that the duties and liabilities of the Plan Administrator and the Trustee hereunder shall not be substantially increased without their written consent; and provided further that the amendment shall not reduce any Participant's interest in the Plan, calculated as of the date on which the amendment is adopted, and shall not cause any benefit payable under the Plan to become subject to additional taxes imposed under Section 409A.

10.2 **Termination of Plan.**

It is the expectation of the Company and each of the Employers that this Plan will be continued indefinitely, but the Board of Directors reserves the right by written action including by written action of a committee, or individual(s) specifically designated by the Board of Directors to act on its behalf, to terminate the Plan at any time. Notwithstanding, the Plan may be terminated only under the following circumstances:

(a) The Employer may terminate the Plan within 12 months of a corporate dissolution taxed under Code Section 331 or with the approval of a bankruptcy court, provided that Treasury Regulations Section 1.409A-3(j)(4)(ix)(A) is complied with.

(b) Within the 30 days preceding or the 12 months following a “change in control event” (as defined in Treasury Regulations Section 1.409A-3(i)(5)) provided that Treasury Regulations Section 1.409A-3(j)(4)(ix)(B) is complied with.

(c) The Company may in its discretion terminate this Plan, provided, (i) the termination and liquidation does not occur proximate to a downturn in the financial health of the Employer; (ii) all arrangements sponsored by the Employer that would be aggregated with any terminated arrangement under Section 1.409A-1(c) of the Treasury Regulations if the same Employee participated in all of the arrangements are terminated; (iii) no payments other than payments that would be payable under the terms of the arrangements if the termination had not occurred are made within 12 months of the termination of the arrangements; (iv) all payments are made within 24 months of the termination of the arrangements; and (v) the Employer does not adopt a new arrangement that would be aggregated under Section 1.409A-1(c) of the Treasury Regulations if the same Employee participated in both arrangements, at any time within three years following the date of termination of the arrangement.

10.3 **Discontinuance of Contributions.**

The benefit accruals ceased as of December 31, 2008 and benefits of the affected Participants will continue to be held pursuant to the Plan until the date or dates such benefits would have become distributable had the benefit accruals not been discontinued.

ARTICLE XI GENERAL PROVISIONS

11.1 **Not a Contract of Employment.**

Participation in the Plan shall not give any Participant the right to be retained in the employ of the Company or any Affiliate or any right or interest in the Trust Fund other than as herein provided. The Company and each Affiliate reserves the right to dismiss any Participant without any liability for any claim either against the Trust Fund, except to the extent herein provided, or against the Company, or Affiliate.

11.2 **Unsecured General Creditors.**

Each Participant is an unsecured creditor of the Company or the Affiliate that employs the Participant and no Participant has any preferred or secured claim to any assets of the Company or any Affiliate for the payment of benefits under this Plan. If the Company or any Affiliate acquires any insurance policies or other investments to assist it in meeting its obligations to Participants, those policies or other investments will nonetheless remain part of the general assets of the Company or Affiliate.

11.3 Status of Trust Fund.

A Trust Fund has been established to assist the Company and the adopting Affiliates in meeting their obligations to the Participants and to provide the Participants with a measure of protection in certain limited instances. In certain circumstances described in the Trust Agreement, the assets of the Trust Fund may be used for the benefit of the Company's or an Affiliate's creditors and, as a result, the Trust Fund is considered to be part of the Company's and adopting Affiliate's general assets. Benefit payments due under this Plan shall either be paid from the Trust Fund or from the Company's or Affiliate's general assets as directed by the Plan Administrator.

11.4 Status of Plan.

The Plan is intended to be unfunded for federal income tax purposes and for the purposes of Title I of ERISA, and is intended to provide a pension benefit only for a select group of executive management or highly compensated employees, so as to be exempt from Parts 2, 3 and 4 of Title I of ERISA, pursuant to Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA.

11.5 Governing Law.

The Plan shall be construed in accordance with and governed by the laws of the State of Arizona, except to the extent that the Plan is governed by the ERISA. It is the Employer's intent that the Plan shall be exempt from ERISA's provisions to the maximum extent permitted by law.

11.6 Cancellation or Reduction of Benefits.

An Employer and one of its Participants may agree from time to time to reduce the amount of the Participant's benefit under this Plan. Any such agreement must be in writing, must be signed by the Participant and the Employer, shall relate only to the benefits to which the Participant is entitled and shall not circumvent the provisions of Section 6.2 (Participant Elections) or Section 6.3 (Forms of Benefit Payments) regarding the timing or manner of distributions from this Plan.

11.7 Uniform Administration.

Whenever in the administration of the Plan any action is required by the Plan Administrator, such action shall be uniform in nature as applied to all persons similarly situated. If any provision of the Plan is capable of being interpreted in more than one manner, to the extent feasible, the provision shall be interpreted in a manner that does not result in additional taxes under Code Section 409A.

11.8 Heirs and Successors.

All of the provisions of this Plan shall be binding upon all persons who are entitled to any benefits hereunder and their heirs and legal representatives.

11.9 Code Section 409A.

Notwithstanding any other provision of this Plan, it is the intention of the Company and the Committee that no payment or entitlement pursuant to this Plan will give rise to any adverse tax

consequences to any Participant or Beneficiary under Code Section 409A. This Plan and any amendments hereto shall be interpreted to that end and (1) to the maximum extent permitted by law, no effect shall be given to any provision herein, any amendment hereto or any action taken hereunder in a manner that reasonably could be expected to give rise to adverse tax consequences under Section 409A and (2) the Committee shall take any corrective action reasonably within its control that is necessary to avoid such adverse tax consequences. Any ambiguity shall be resolved by giving effect to these intentions.

Executed in Phoenix, Arizona, this 31st day of December, 2018.

FREEPORT MINERALS CORPORATION

/s/ Linda Scott
LINDA SCOTT, VICE PRESIDENT

**FREEPORT-McMoRan INC.
ANNUAL INCENTIVE PLAN
(For Fiscal Years Beginning 2019)**

**ARTICLE I
Purpose and Term of Plan**

SECTION 1.1. Purpose. The purpose of the Freeport-McMoRan Inc. Annual Incentive Plan (the “*Plan*”) is to advance the interests of Freeport-McMoRan Inc. (the “*Company*”) by providing the framework under which an annual incentive bonus may be paid to certain designated executive officers of the Company based on the achievement of pre-established Performance Goals.

SECTION 1.2. Term. The Plan applies to Award Years beginning January 1, 2019, and shall continue until terminated as provided herein.

SECTION 1.3. Defined Terms. Capitalized terms used on the Plan but not otherwise defined shall have the meaning set forth in Article IX.

**ARTICLE II
Administration of the Plan**

SECTION 2.1. Administrator. The Plan shall be administered by the Compensation Committee (the “*Committee*”) of the Board of Directors of the Company. The Committee shall have full authority to interpret the Plan, including, in particular, authority to:

- (a) designate participants for a particular year;
- (b) establish performance goals and objectives for a particular year;
- (c) establish regulations for the administration of the Plan and make all determinations deemed necessary for the administration of the Plan; and
- (d) certify as to whether performance goals have been met.

SECTION 2.2. Decisions Binding. All decisions by the Committee pursuant to the provisions of the Plan shall be final, conclusive and binding on all persons, including the Participants, the Company and its subsidiaries and their respective equity holders.

SECTION 2.3. Agents; Limitation of Liability. The Committee may appoint agents to assist in administering the Plan. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to it or him by any officer or employee of the Company, the Company's certified public accountants, consultants or any other agent assisting in the administration of the Plan. Members of the Committee and any officer or employee of the Company acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to the Plan, and shall, to the extent permitted by law, be fully indemnified and protected by the Company with respect to any such action or determination.

ARTICLE III
Eligibility

SECTION 3.1. Eligibility. Subject to the provisions of the Plan, for each Award Year the Committee may select any of the following to receive Awards under the Plan with respect to such year and determine the amounts of such Awards: (a) any person providing services as an officer of the Company or a Subsidiary, whether or not employed by such entity, including any person who is also a director of the Company, and (b) any person who has agreed in writing to become a person described in clause (a) within not more than 30 days following the date of grant of such person's first Award under the Plan.

ARTICLE IV
Terms of Awards

SECTION 4.1. Determination of Target Awards. Prior to, or reasonably promptly following the commencement of each Performance Period, but no later than the Determination Date, the Committee, in its sole discretion, shall establish the Target Award for each Participant, the payment of which shall be conditioned on the achievement of the Performance Goals for the Performance Period. No Participant may be paid an Award for any Plan Year in excess of \$5 million.

SECTION 4.2. Determination of Performance Goals and Performance Formula. Prior to, or reasonably promptly following the commencement of, each Performance Period, but no later than the Determination Date, the Committee, in its sole discretion, shall establish in writing the Performance Goals for the Performance Period and shall prescribe a formula for determining the percentage of the Target Award that may be payable based upon the level of attainment of the Performance Goals for the Performance Period. The Performance Goals shall be based on one or more Performance Criteria, each of which may carry a different weight, and which may differ from Participant to Participant.

SECTION 4.3. Adjustments. Prior to, or reasonably promptly following the commencement of, each Performance Period, but no later than the Determination Date, the Committee may specify the types of adjustments that will be made to the calculation of a Performance Goal with respect to that Performance Period, including without limitation, adjustments related to asset write-downs; acquisition-related charges; litigation or claim judgments or settlements; the effects of changes in tax laws, accounting standards or principles, or other laws or regulatory rules affecting reported results; accruals for reorganization and restructuring programs; unrealized gains or losses on investments; changes related to the acquisition or disposition of assets; and extraordinary nonrecurring items as described in Accounting Principles Board Opinion No. 30 (or any successor pronouncement thereto) and/or in management's discussion and analysis of financial condition and results of operations appearing in the Company's annual report to shareholders.

ARTICLE V
Payment of Awards

SECTION 5.1. Determination of Awards; Certification.

(a) Following the completion of each Performance Period, the Committee shall determine the extent to which the Performance Goals have been achieved or exceeded. If the minimum Performance Goals established by the Committee are not achieved, then no payment will be made.

(b) To the extent that the Performance Goals are achieved, the Committee shall certify, either in writing or by the adoption of written resolutions, the extent to which the Performance Goals applicable to each Participant have been achieved and shall then determine, in accordance with the prescribed formula, the amount of each Participant's Award.

(c) In determining the amount of each Award, the Committee may reduce or eliminate the amount of an Award by applying negative discretion if, in its sole discretion, such reduction or elimination is appropriate.

(d) In no event shall the amount of an Award for any Plan Year exceed \$5 million for any one Participant.

SECTION 5.2. Form and Timing of Payment. Except as otherwise provided herein, as soon as practicable following the Committee's certification pursuant to Section 5.1 for the applicable Performance Period, each Participant shall receive a cash lump sum payment of his or her Award, less required withholding. In no event shall such payment be made later than 2 ½ months following the end of the Performance Period.

SECTION 5.3. Deferral of Awards. The Committee, in its sole discretion, may permit a Participant to defer the payment of an Award that would otherwise be paid under the Plan. Any deferral election shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion.

ARTICLE VI
Termination of Employment

SECTION 6.1. Employment Requirement. Except as otherwise provided in Section 6.2, if a Participant's employment terminates for any reason prior to the last day of the Performance Period, all of the Participant's rights to an Award for the Performance Period shall be forfeited.

SECTION 6.2. Waiver. The Committee may waive the employment requirement set forth in Section 6.1 in the case of death, disability or retirement or under such special circumstances as may be determined by the Committee, in which case the Committee may pay a pro-rated Award based on the Participant's participation for a portion of the Performance Period. Such pro-rated Award shall remain subject to the Committee's certification that the Performance Goals for the Performance Period have been met, and will be paid at the same time and in the same manner as Awards are paid to other Participants. Notwithstanding the foregoing, in the event a Participant is discharged by the Company for cause, including, without limitation, fraud, embezzlement, theft, commission of a felony, proven dishonesty or other unethical behavior, or

disclosure of trade secrets of the Company, then any Award to which the Participant would otherwise be entitled shall be forfeited. The decision of the Committee as to the cause of a former Participant's discharge shall be final.

ARTICLE VI
Amendment or Termination of the Plan

SECTION 7.1. Amendment of Termination. The Board or the Committee may, at any time, amend, suspend or terminate the Plan in whole or in part. Notwithstanding the foregoing, no such amendment, suspension or termination shall adversely affect the right of a Participant to receive an Award that has been certified by the Committee as due under Section 5.1(b) but not yet paid. In addition, any such amendment or termination shall comply with the requirements of Section 409A of the Code to the extent that it governs this Plan.

ARTICLE VIII
General Provisions

SECTION 8.1. Compliance with Legal Requirements. The Plan and the granting of Awards shall be subject to all applicable federal and state laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required.

SECTION 8.2. No Right to Employment. Nothing in the Plan or in any notice of Award shall confer upon any person the right to continue in the employment of the Company or any Subsidiary or affect the right of the Company or any Subsidiary to terminate the employment of any Participant.

SECTION 8.3. No Right to Award. Unless otherwise expressly set forth in an employment agreement signed by the Company and a Participant, a Participant shall not have any right to any Award under the Plan until such Award has been paid to such Participant and participation in the Plan in one Performance Period Year does not connote any right to become a Participant in the Plan in any future Performance Period.

SECTION 8.4. Withholding. The Company shall have the right to withhold from any Award, any federal, state or local income and/or payroll taxes required by law to be withheld and to take such other action as the Committee may deem advisable to enable the Company and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to an Award.

SECTION 8.5. Unfunded Status. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant, beneficiary or legal representative or any other person. To the extent that a person acquires a right to receive payments under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA).

SECTION 8.6. Non-transferability. A person's rights and interests under the Plan, including any Award previously made to such person or any amounts payable under the Plan may not be assigned, pledged, or transferred, except in the event of the Participant's death, to a designated beneficiary as set forth herein, or in the absence of such designation, by will or the laws of descent or distribution.

SECTION 8.7. Beneficiaries. To the extent that the Committee permits beneficiary designations, any payment of Awards due under the Plan to a deceased Participant shall be paid to the beneficiary duly designated by the Participant in accordance with the Company's practices. If no such beneficiary has been designated or survives the Participant, payment shall be made by will or the laws of descent or distribution.

SECTION 8.8. Section 409A of the Code. It is intended that payments under the Plan qualify as short-term deferrals exempt from the requirements of Section 409A of the Code. In the event that any Award does not qualify for treatment as an exempt short-term deferral, it is intended that such amount will be paid in a manner that satisfies the requirements of Section 409A of the Code. The Plan shall be interpreted and construed accordingly.

SECTION 8.9. Severability. In the event that any provision of the Plan shall be considered illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if such illegal or invalid provision had never been contained therein.

SECTION 8.10. Non-exclusive. Nothing in the Plan shall limit the authority of the Company, the Board or the Committee to adopt such other compensation arrangements as it may deem desirable for any Participant.

SECTION 8.11. Successors. All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding upon any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the assets of the Company.

SECTION 8.12. Clawback. Awards under the Plan are subject to the Company's Compensation Recovery Policy, as such policy may be amended from time to time, and the Company reserves the right to recover any Awards paid under the Plan in accordance with such policy.

ARTICLE IX Definitions

SECTION 9.1. Definitions. For the purposes of the Plan, the following terms shall have the meanings indicated:

(a) *Award* : The grant of an award by the Committee to a Participant pursuant to Article IV.

(b) *Award Year* : Any calendar year or portion thereof with respect to which an Award may be granted beginning January 1, 2019.

(c) *Board or Board of Directors* : The Board of Directors of the Company.

(d) *Code* : The U.S. Internal Revenue Code of 1986, as amended, including any regulations and guidance promulgated by the Internal Revenue Service of the Department of the Treasury thereunder.

(e) *Determination Date* : The 90th day of the Performance Period; provided, however, that the outcome of any applicable Performance Goal is substantially uncertain as of such date.

(f) *Participant* : An individual who has been selected by the Committee to receive an Award.

(g) *Performance Criteria* : The performance criteria upon which the Performance Goals for a particular Performance Period are based, including but not limited to any of the following: earnings per share, return on assets, an economic value added measure, share price (including, but not limited to growth measures and total shareholder return), earnings, return on equity, return on investment, cash provided by operating activities, cash flow (including, but not limited to, operating cash flow and free cash flow), return on cash flow, production, safety performance or safety record. For any Performance Period, such performance criteria may be that of the Company or a Subsidiary, or a division or business unit of the Company or a Subsidiary, and may be measured on an adjusted or unadjusted basis, on an individual or combined basis, on an absolute basis or relative to a group of peer companies selected by the Committee, relative to internal goals or relative to levels attained in prior years, or any combination of the above as determined by the Committee.

(h) *Performance Goals* : The goals selected by the Committee, in its discretion to be applicable to a Participant for any Performance Period. Performance Goals may include a threshold level of performance below which no Award will be paid and levels of performance at which specified percentages of the Target Award will be paid and may also include a maximum level of performance above which no additional Award amount will be paid.

(i) *Performance Period* : The period for which performance is calculated, which unless otherwise indicated by the Committee, shall be an Award Year.

(j) *Subsidiary* : (i) Any corporation or other entity in which the Company possesses directly or indirectly equity interests representing at least 50% of the total ordinary voting power or at least 50% of the total value of all classes of equity interests of such corporation or other entity and (ii) any other entity in which the Company has a direct or indirect economic interest that is designated as a Subsidiary by the Committee.

(k) *Target Award* : The target award payable under the Plan to a Participant for a particular Performance Period, which unless determined otherwise by the Committee shall be expressed as a percentage of the Participant's base salary.

**List of Subsidiaries of
Freeport-McMoRan Inc.**

<u>Entity(1)</u>	<u>Jurisdiction of Organization</u>
Climax Molybdenum Company	Delaware
Cyprus Amax Minerals Company	Delaware
Freeport-McMoRan Morenci Inc.	Delaware
Freeport Minerals Corporation	Delaware
PT Freeport Indonesia	Indonesia
Sociedad Minera Cerro Verde S.A.A.	Peru

(1) Omitted from this list are subsidiaries that, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of December 31, 2018.

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- 1) Registration Statement (Form S-8 No. 333-85803) pertaining to the Freeport-McMoRan Copper & Gold Inc. 1999 Stock Incentive Plan,
- 2) Registration Statement (Form S-8 No. 333-105535) pertaining to the Freeport-McMoRan Copper & Gold Inc. 2003 Stock Incentive Plan,
- 3) Registration Statement (Form S-8 No. 333-115292) pertaining to the Freeport-McMoRan Copper & Gold Inc. 2004 Director Compensation Plan,
- 4) Registration Statement (Form S-8 No. 333-136084) pertaining to the Freeport-McMoRan Copper & Gold Inc. 2006 Stock Incentive Plan,
- 5) Registration Statement (Form S-8 No. 333-141358) pertaining to the Phelps Dodge 2003 Stock Option and Restricted Stock Plan and the Phelps Dodge 1998 Stock Option and Restricted Stock Plan,
- 6) Registration Statement (Form S-8 No. 333-147413) pertaining to the Amended and Restated Freeport-McMoRan Copper & Gold Inc. 2006 Stock Incentive Plan,
- 7) Registration Statement (Form S-8 No. 333-189047) pertaining to the Plains Exploration & Production Company 2010 Incentive Award Plan; the Plains Exploration & Production 2004 Stock Incentive Plan; the McMoRan Exploration Co. Amended and Restated 2008 Stock Incentive Plan; the McMoRan Exploration Co. 2005 Stock Incentive Plan, as amended and restated; the McMoRan Exploration Co. 2004 Director Compensation Plan, as amended and restated; the McMoRan Exploration Co. 2003 Stock Incentive Plan, as amended and restated; the McMoRan Exploration Co. 2001 Stock Incentive Plan, as amended and restated; the McMoRan Exploration Co. 2000 Stock Incentive Plan, as amended and restated; the McMoRan Exploration Co. 1998 Stock Option Plan, as amended and restated; and the McMoRan Exploration Co. 1998 Stock Option Plan for Non-Employee Directors, as amended and restated,
- 8) Registration Statement (Form S-8 No. 333-212523) pertaining to the Freeport-McMoRan Inc. 2016 Stock Incentive Plan, and
- 9) Registration Statement (Form S-3 No. 333-226675) pertaining to the Freeport-McMoRan Inc. 2018 Automatic Shelf Registration Statement.

of our reports dated February 15, 2019 , with respect to the consolidated financial statements and schedule of Freeport-McMoRan Inc., and the effectiveness of internal control over financial reporting of Freeport-McMoRan Inc. included in this Annual Report (Form 10-K) for the year ended December 31, 2018 .

/s/ Ernst & Young LLP

Phoenix, Arizona
February 15, 2019

Freeport-McMoRan Inc.

Secretary's Certificate

I, Douglas N. Currault II, Secretary of Freeport-McMoRan Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), do hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation at a meeting held on December 13, 1988, and that such resolution has not been amended, modified or rescinded and is in full force and effect on the date hereof:

RESOLVED, That any report, registration statement or other form filed on behalf of this corporation pursuant to the Securities Exchange Act of 1934, or any amendment to any such report, registration statement or other form, may be signed on behalf of any director or officer of this corporation pursuant to a power of attorney executed by such director or officer.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Corporation on February 5, 2019.

/s/ Douglas N. Currault II

Douglas N. Currault II, Secretary

Seal

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in his capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint KATHLEEN L. QUIRK his true and lawful attorney-in-fact to execute, deliver and file, for and on behalf of him, in his name and in his capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018 , , and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorney full power and authority to do and perform each and every act and thing whatsoever that said attorney may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Richard C. Adkerson

Richard C. Adkerson

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in her capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON her true and lawful attorney-in-fact to execute, deliver and file, for and on behalf of her, in her name and in her capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018 , and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorney full power and authority to do and perform each and every act and thing whatsoever that said attorney may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Kathleen L. Quirk

Kathleen L. Quirk

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in his capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, his true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of him, in his name and in his capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018, and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ C. Donald Whitmire, Jr.

C. Donald Whitmire, Jr.

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in his capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, his true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of him, in his name and in his capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018, and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Gerald J. Ford

Gerald J. Ford

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in his capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, his true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of him, in his name and in his capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018, and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Dustan E. McCoy

Dustan E. McCoy

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in her capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, her true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of her, in her name and in her capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018 , and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Lydia H. Kennard

Lydia H. Kennard

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in her capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, her true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of her, in her name and in her capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018 , and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Frances Fragos Townsend

Frances Fragos Townsend

POWER OF ATTORNEY

BE IT KNOWN: That the undersigned, in his capacity or capacities as an officer and/or a member of the Board of Directors of Freeport-McMoRan Inc., a Delaware corporation (the "Company"), does hereby make, constitute and appoint RICHARD C. ADKERSON AND KATHLEEN L. QUIRK, and each of them acting individually, his true and lawful attorney-in-fact with power to act without the other and with full power of substitution, to execute, deliver and file, for and on behalf of him, in his name and in his capacity or capacities as aforesaid, an Annual Report of the Company on Form 10-K for the year ended December 31, 2018, and any amendment or amendments thereto and any other document in support thereof or supplemental thereto, and the undersigned hereby grants to said attorneys, and each of them, full power and authority to do and perform each and every act and thing whatsoever that said attorney or attorneys may deem necessary or advisable to carry out fully the intent of the foregoing as the undersigned might or could do personally or in the capacity or capacities as aforesaid, hereby ratifying and confirming all acts and things which said attorney or attorneys may do or cause to be done by virtue of this Power of Attorney.

EXECUTED on February 5, 2019.

/s/ Courtney Mather

Courtney Mather

Certification

I, Richard C. Adkerson, certify that:

1. I have reviewed this annual report on Form 10-K of Freeport-McMoRan Inc.;
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 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 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.

Dated: February 15, 2019

/s/ Richard C. Adkerson

Richard C. Adkerson

Vice Chairman,

President and Chief Executive Officer

Certification

I, Kathleen L. Quirk, certify that:

1. I have reviewed this annual report on Form 10-K of Freeport-McMoRan Inc.;
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 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 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.

Dated: February 15, 2019

/s/ Kathleen L. Quirk

Kathleen L. Quirk
Executive Vice President and
Chief Financial Officer

Certification Pursuant to 18 U.S.C. Section 1350
(Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Annual Report on Form 10-K of Freeport-McMoRan Inc. (the “Company”) for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Richard C. Adkerson, as Vice Chairman, President and Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 15, 2019

/s/ Richard C. Adkerson

Richard C. Adkerson

Vice Chairman,

President and Chief Executive Officer

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.

This certification shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Certification Pursuant to 18 U.S.C. Section 1350
(Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002)

In connection with the Annual Report on Form 10-K of Freeport-McMoRan Inc. (the “Company”) for the year ended December 31, 2018, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), Kathleen L. Quirk, as Executive Vice President and Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of her knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: February 15, 2019

/s/ Kathleen L. Quirk

Kathleen L. Quirk
Executive Vice President and
Chief Financial Officer

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.

This certification shall not be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Mine Safety and Health Administration (MSHA) Safety Data

FCX's U.S. mining operations are subject to regulations issued by MSHA under the U.S. Federal Mine Safety and Health Act of 1977 (the Mine Act). MSHA inspects our U.S. mines on a regular basis and issues various citations and orders when it believes a violation has occurred under the Mine Act. Whenever MSHA issues a citation or order, it also generally proposes a civil penalty, or fine, related to the alleged violation. Citations or 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 varies depending on the size and type (underground or surface) of the mine, among other factors.

The following disclosures have been provided pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the Act).

Mine Safety Data. Following provides additional information about references used in the following table to describe the categories of violations, orders or citations issued by MSHA under the Mine Act:

- **Section 104 S&S Citations** : Citations issued by MSHA under Section 104(a) of the Mine Act for violations of health or safety standards that could significantly and substantially contribute to a serious injury if left unabated.
 - **Section 104(b) Orders** : Orders issued under Section 104(b) of the Mine Act, which represent a failure to abate a citation under Section 104(a) within the period 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) Citations and Orders** : Citations and orders issued by MSHA under Section 104(d) of the Mine Act for unwarrantable failure to comply with mandatory health or safety standards. These types of violations could significantly and substantially contribute to a serious injury; however, the conditions do not cause imminent danger (refer to discussion of imminent danger orders below).
 - **Section 110(b)(2) Violations** : Flagrant violations identified by MSHA under Section 110(b)(2) of the Mine Act. The term flagrant with respect to a violation is defined as "a reckless or repeated failure to make reasonable efforts to eliminate a known violation of a mandatory health or safety standard that substantially and proximately caused, or reasonably could have expected to cause, death or serious bodily injury."
 - **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 existed. Orders issued under Section 107(a) of the Mine Act require the operator of the mine to cause all persons (except authorized persons) to be withdrawn from the mine until the imminent danger and the conditions that caused such imminent danger cease to exist.
-

The following table details the violations, citations and orders issued to us by MSHA during the year ended December 31, 2018 :

Mine ID ⁽¹⁾	Mine or Operation Name	Section					Proposed Assessments ⁽²⁾	Mining Related Fatalities	Pattern of	Potential
		Section 104 S&S Citations	Section 104(b) Orders	Section 104(d) Citations and Orders	Section 110(b)(2) Violations	Section 107(a) Orders			Violations Under Section 104(e)	Violation Under Section 104(e)
		(#)	(#)	(#)	(#)	(#)	(\$)	(#)	(yes/no)	(yes/no)
0200137	Freeport-McMoRan Bagdad Inc. (Bagdad)	19	—	—	—	—	109,410	—	No	No
2900708	Freeport-McMoRan Chino Mines Company (Chino)	9	—	—	—	—	21,347	—	No	No
0200112	Freeport-McMoRan Miami Inc (Miami)	4	—	—	—	—	10,356	—	No	No
0200024	Freeport-McMoRan Morenci Inc (Morenci)	55	—	4	—	—	335,987	—	No	No
0203131	Freeport-McMoRan Safford Inc (Safford)	11	—	—	—	—	39,862	—	No	No
0200144	Freeport-McMoRan Sierrita Inc (Sierrita)	49	—	—	—	—	269,940	—	No	No
2900159	Tyrone Mine (Tyrone)	5	—	—	—	—	11,039	—	No	No
0500790	Henderson Operations (Henderson)	—	—	—	—	—	2,388	—	No	No
0502256	Climax Mine (Climax)	—	—	—	—	—	1,752	—	No	No
	Freeport-McMoRan Cobre Mining Company:									
2900725	Open Pit & Continental Surf Comp	—	—	—	—	—	—	—	No	No
2900731	Continental Mill Complex	—	—	—	—	—	—	—	No	No
0201656	Copper Queen Branch	—	—	—	—	—	177	—	No	No
0202579	Cyprus Tohono Corporation	—	—	—	—	—	—	—	No	No
0203262	Twin Buttes Mine	—	—	—	—	—	—	—	No	No
2902395	Chieftain 2100 Screening Plant	—	—	—	—	—	—	—	No	No
0203254	Warrior 1800 Screening Plant	—	—	—	—	—	—	—	No	No

(1) MSHA assigns an identification number to each mine or operation and may or may not assign separate identification numbers to related facilities.

(2) Amounts represent the total dollar value of proposed assessments received on or before January 31, 2018, for citations or orders issued by MSHA during the year ended December 31, 2018 . FCX is currently contesting approximately \$130 thousand of these proposed assessments.

Pending Legal Actions. The following table provides a summary of legal actions pending before the Federal Mine Safety and Health Review Commission (the Commission) as of December 31, 2018 , as well as the aggregate number of legal actions instituted and resolved during the year 2018 . The Commission is an independent adjudicative agency established by the Mine Act that provides administrative trial and appellate review of legal disputes arising under the Mine Act. These cases 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 provides additional information of the types of proceedings that may be brought before the Commission:

- **Contest Proceedings** - A contest proceeding may be filed by an operator to challenge the issuance of a citation or order issued by MSHA.
- **Civil Penalty Proceedings** - A civil penalty proceeding may be filed by an operator to challenge a civil penalty MSHA has proposed for a violation contained in a citation or order. FCX does not institute civil penalty proceedings based solely on the assessment amount of proposed penalties. Any initiated adjudications described in the table below address substantive matters of law and policy instituted on conditions that are alleged to be in violation of mandatory standards or the Mine Act.
- **Discrimination Proceedings** - Involves a miner's allegation that he or she has suffered adverse employment action because he or she engaged in an activity protected under the Mine Act, such as making a safety complaint. Also includes temporary reinstatement proceedings involving cases in which a miner has filed a complaint with MSHA stating that he or she has suffered discrimination and the miner has lost his or her position.
- **Compensation Proceedings** - A compensation proceeding may be filed by miners entitled to compensation when a mine is closed by certain closure orders issued by MSHA. The purpose of the proceeding is to determine the amount of compensation, if any, due to miners idled by the orders.
- **Temporary Relief** - Applications for temporary relief are applications filed under section 105(b)(2) of the Mine Act for temporary relief from any modification or termination of any order.
- **Appeals** - An appeal may be filed by an operator to challenge judges decisions or orders to the commission, including petitions for discretionary review and review by the commission on its own motion.

Legal Actions Pending at December 31, 2018

Mine ID ⁽¹⁾	Contest	Civil Penalty	Discrimination	Compensation	Temporary	Appeals	Total	Legal Actions	Legal Actions
	Proceedings	Proceedings	Proceedings	Proceedings	Relief			Instituted ⁽²⁾	Resolved ⁽³⁾
	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)
0200137	—	—	—	—	—	—	—	—	—
2900708	1	—	—	—	—	—	1	—	1
0200112	—	—	—	—	—	—	—	—	—
0200024	1	2	—	—	—	—	3	—	2
0203131	—	—	—	—	—	—	—	—	—
0200144	—	—	—	—	—	—	—	3	7
2900159	—	—	—	—	—	—	—	—	—
0500790	—	—	—	—	—	—	—	—	—
0502256	—	—	—	—	—	—	—	—	1
2900725	—	—	—	—	—	—	—	—	—
2900731	—	—	—	—	—	—	—	—	—
0201656	—	—	—	—	—	—	—	—	—
0202579	—	—	—	—	—	—	—	—	—
0203262	—	—	—	—	—	—	—	—	—
2902395	—	—	—	—	—	—	—	—	—
0203254	—	—	—	—	—	—	—	—	—

- (1) MSHA assigns an identification number to each mine or operation and may or may not assign separate identification numbers to related facilities. Refer to "Mine Safety Data" table for related mine or operation name.
- (2) Legal actions pending at December 31, 2018, and legal actions instituted during the year are based on the date that a docket number was assigned to the proceeding.
- (3) Legal actions resolved during the year are based on the date that the settlement motion resolving disputed matters is filed with the Commission, and the matter is effectively closed by MSHA.