

IN THE SUPREME COURT OF THE STATE OF NEVADA

BARRICK GOLDSTRIKE MINES,
INC.,

Petitioner

vs.

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Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court Case No. 79652
District Court Case No. 18-A-785913

EIGHTH JUDICIAL DISTRICT
COURT FOR THE STATE OF
NEVADA IN AND FOR THE COUNTY
OF CLARK, AND THE HONORABLE
ELIZABETH GONZALEZ, DISTRICT
JUDGE,

Respondents,

and

BULLION MONARCH MINING, INC.,

Real Party in Interest.

/

PETITIONER'S SUPPLEMENTAL APPENDIX

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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BULLION MONARCH MINING, INC.,

Case No. 03:09-CV-612-MMD-WGC

Plaintiff,

vs.

BARRICK GOLDSTRIKE MINES, INC.,

**DECLARATION OF ABRAHAM G.
SMITH IN SUPPORT OF
MOTION TO COMPEL DISCOVERY**

Defendant.

STATE OF NEVADA }
COUNTY OF CLARK } : ss.

I, Abraham G. Smith, under the penalty of perjury, state that the following assertions are true of my own personal knowledge:

1. I am a Nevada-licensed attorney representing Bullion Monarch Mining, Inc., in this action. I live in Clark County, Nevada; I have personal knowledge of the statements contained in this declaration; and I am prepared to testify regarding this declaration.

1 2. Attached as **Exhibit 1** is a true and correct copy of "Barrick
2 Goldstrike Mines, Inc.'s Answers and Objections to Plaintiff's Interrogatories
3 [Set One]," dated April 5, 2010.

4 3. Attached as **Exhibit 2** is a true and correct copy of "Barrick
5 Goldstrike Mines, Inc.'s Responses to Plaintiff's Request for Production of Doc-
6 uments [Set One]," dated April 5, 2010.

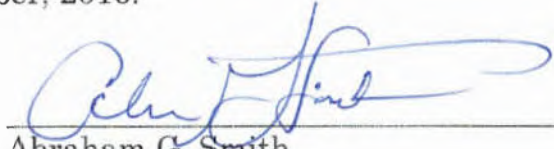
7 4. Attached as **Exhibit 3** is a true and correct copy of "Barrick
8 Goldstrike Mines, Inc.'s First Supplemental Responses to Plaintiff's Request for
9 Production of Documents [Set One]," dated July 1, 2010.

10 5. Attached as **Exhibit 4** is a true and correct copy of "Barrick
11 Goldstrike Mines, Inc.'s Second Supplemental Answer s and Objections to
12 Plaintiff's Interrogatories [Set One]," dated July 1, 2010.

13 6. Attached as **Exhibit 5** is a true and correct copy of a letter dated
14 October 26, 2016, from Clayton P. Brust to Michael P. Petrogeorge.

15 7. Attached as **Exhibit 6** is a true and correct copy of a letter Novem-
16 ber 1, 2016, from Michael P. Petrogeorge to Clayton P. Brust.

17 Executed this 17th day of November, 2016.

18
19 
20 Abraham G. Smith
21 Attorney for Plaintiff
22 Bullion Monarch Mining, Inc.
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EXHIBIT 1

Barrick's Answers and Objections to Plaintiff's Interrogatories

EXHIBIT 1

RECEIVED

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11
12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE DISTRICT OF NEVADA
14

15 BULLION MONARCH MINING, INC.,
16 Plaintiff,
17 v.
18 BARRICK GOLDSTRIKE MINES INC., *et*
19 *al.*,
20 Defendants.

Case No. CV-N-08-00227-ECR-VPC

**BARRICK GOLDSTRIKE MINES
INC.'S ANSWERS AND OBJECTIONS
TO PLAINTIFF'S
INTERROGATORIES [SET ONE]**

21 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure ("FRCP"), defendant
22 Barrick Goldstrike Mines Inc. ("Goldstrike") hereby objects to and answers plaintiff Bullion
23 Monarch Mining, Inc.'s ("Bullion") first set of interrogatories served on Goldstrike via mail on or
24 about February 24, 2010 (hereinafter, the "Interrogatories").

25 **GENERAL OBJECTIONS**

26 1. Goldstrike objects to the Interrogatories to the extent that they contain more than
27 the number of written interrogatory requests allowed pursuant to FRCP 33. In particular, FRCP
28

33 states: “Unless otherwise stipulated or ordered by the court, a party may serve on any other party no more than 25 written interrogatories, including discrete subparts.” Fed. R. Civ. P. 33(a). When discrete subparts are taken into account, the Interrogatories contain at least 34 different written interrogatory requests. Goldstrike has elected to respond to each of the Interrogatories, including each discrete subpart, despite this technical violation. But Goldstrike reserves the right to refuse to answer any future interrogatory requests or provide additional information in response to any current interrogatory request or discrete subpart therein on the basis that Bullion has exceeded the number of written interrogatory requests allowed under Rule 33.

2. Goldstrike objects to the Interrogatories to the extent that the information sought therein has been previously produced or provided to Bullion or its counsel through documents produced by Newmont in related litigation, in response to a subpoena *duces tecum* which Bullion issued to Barrick Gold of North America in 2009 (the “Subpoena”) and/or as part of Goldstrike’s own initial disclosures or any supplements thereto.

3. Goldstrike objects to the Interrogatories to the extent that the information sought therein is contained in publicly available records which are equally available to both Goldstrike and Bullion.

4. Goldstrike objects to the Interrogatories insofar as they seek information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence in this matter.

5. Goldstrike objects to the Interrogatories to the extent they are overbroad, vague, ambiguous, compound, complex, unduly burdensome, or oppressive in the amount, scope, or type of information requested.

6. Goldstrike objects to the Interrogatories insofar as they seek to impose burdens on Goldstrike that are inconsistent with or in addition to its discovery obligations as set forth in Rules 26 and/or 33 of the Federal Rules of Civil Procedure.

7. Goldstrike objects to the Interrogatories as overbroad, unduly burdensome and oppressive insofar as they seek to impose upon Goldstrike the obligation to identify information that is not currently known or available to Goldstrike. Goldstrike will not undertake any

1 obligation to identify or disclose information that is not reasonably and readily within its current
2 knowledge, custody, possession or control.

3 8. Goldstrike objects to each Interrogatory to the extent that it seeks disclosure of
4 information that would violate rights of privacy, or other statutorily or judicially recognized
5 protections and privileges, confidentiality agreements, or court orders restricting dissemination of
6 information, or result in disclosure of materials or information prepared in anticipation of
7 litigation or of confidential settlement discussions.

8 9. Goldstrike objects to the Interrogatories to the extent that they seek information
9 and documents protected from discovery by the attorney client privilege, the work product
10 doctrine, the common interest privilege, the joint defense privilege or other applicable privileges
11 or protections. Goldstrike does not waive but rather intends to preserve and is preserving the
12 attorney client privilege, the work product protection, the common interest privilege, the joint
13 defense privilege and every other privilege or protection with respect to all information and each
14 and every document protected by any of such privileges or protections. Goldstrike will not
15 knowingly identify information which is subject to any applicable privileges or protections. If
16 any privileged or protected information is inadvertently disclosed by Goldstrike at anytime,
17 Goldstrike requests that defendants immediately return to Goldstrike's counsel all documents,
18 copies and other media which refer to or reflect in any way such inadvertently disclosed
19 information.

20 10. Goldstrike objects to the "Preliminary Definitions and Instructions" set forth on
21 pages 2-6 of the Interrogatories insofar as they seek to impose burdens on Goldstrike that are
22 inconsistent with, or in addition to, Goldstrike's obligations as set forth in Rules 26 and/or 33 of
23 the Federal Rules of Civil Procedure.

24 11. Goldstrike objects to the Interrogatories insofar as they fail to adequately define
25 the terms "Barrick" and "you." For purposes of responding to the Interrogatories, Goldstrike
26 interprets the terms "Barrick" and "you" to refer only to defendant, Barrick Goldstrike Mines
27 Inc., and not to any defendant, or to any other related or affiliated entity.

28

12. Goldstrike does not in any manner waive or intend to waive, but rather intends to preserve and is preserving, (1) all objections as to competency, relevancy, materiality, and admissibility; (2) all objections to the use of any of the responses herein or the submission of any documents produced in response hereto in any proceeding, motion, hearing, or the trial in this or any other action; and (3) all objections to any further discovery or request involving or related to any of the Requests. The supplying of any information in response to the Interrogatories does not constitute an admission by Goldstrike that such information is relevant, admissible or material to any of the issues in this action, and Goldstrike reserves the right to object to any further inquiry with respect to any subject matter at any time.

13. Goldstrike incorporates each of the foregoing general objections into each and every answer below as if specifically and fully set forth therein. A republication or restatement, in whole or in part, of any one or more of the foregoing general objections in response to a specific Interrogatory is not intended to waive and does not waive an objection not specifically stated.

SPECIFIC OBJECTIONS AND ANSWERS

INTERROGATORY NO. 1: Is Barrick the successor in interest to High Desert Mineral Resources of Nevada, Inc. ("High Desert")?

- a. Did Barrick, or Barrick's predecessors in interest, in or about 1995 acquire all of the stock in High Desert through purchase, merger or other transaction?
- b. Did Barrick, or Barrick's predecessors in interest, in or about 1995 acquire all of the assets and obligations of High Desert?
- c. If the answer to either of the above questions is "yes", please describe the nature of the transaction?

ANSWER TO INTERROGATORY NO. 1: Goldstrike expressly incorporates by reference each of the general objections set forth above. Goldstrike specifically objects to Interrogatory No. 1 on the basis that it requires Goldstrike to make legal conclusions rather than state facts. Goldstrike also objects to Interrogatory No. 1 insofar as it seeks information which is already known or available to Bullion through the review of documents which were produced by

1 Newmont in the related litigation and/or by Barrick Gold of North America Inc. pursuant to the
 2 Subpoena. Subject to and without waiving any of the foregoing general or specific objections,
 3 Goldstrike answers Interrogatory No. 1 as follows:

4 On November 30, 1995, Barrick HD, Inc. ("Barrick HD") became the corporate successor
 5 of High Desert Mineral Recourses of Nevada, Inc. ("High Desert") as the result of a merger
 6 transaction. On May 3, 1999, Goldstrike became the corporate successor of Barrick HD as the
 7 result of a different merger transaction. As to the remainder of Interrogatory No. 1, Goldstrike
 8 invokes Rule 33(d) of the Federal Rules of Civil Procedure and refers Bullion to the following
 9 documents, which have been or will be produced to Bullion, and which relate to and provide the
 10 relevant details of the above identified merger transactions: BGBM001538-67; BGBM004953-
 11 58; BGBM005920-24; BGBM006157-279; BGBM006553-58; BGBM008078-215; BAR001977-
 12 80.

13 INTERROGATORY NO. 2: Please list all interests in unpatented mining claims and fee
 14 land located or otherwise acquired by High Desert or Barrick since July 10, 1990, within the Area
 15 of Interest described in Ex. A-2 to the May 10, 1979 Agreement ("the 1979 AOI"), including (a) a
 16 description of the mining claims or fee land, together with legal description of the ¼ section
 17 where they are situated, (b) the nature of the interest acquired, (c) the dates of location or
 18 acquisition; (d) a list of all documents that evidences the location or acquisition; and, (d) the
 19 names of any witnesses who have knowledge about your answer. (The 1979 Agreement has been
 20 produced in this litigation as documents numbered "Newmont000165-271").

21 ANSWER TO INTERROGATORY NO. 2: Goldstrike expressly incorporates by
 22 reference each of the general objections set forth above.

23 Goldstrike specifically objects to Interrogatory No. 2 insofar as it fails to define the term
 24 "unpatented mining claim." In particular, Bullion fails to specify whether it seeks information on
 25 unpatented lode mining claims, unpatented mill site claims, or both. For purposes of responding
 26 to this Interrogatory, Goldstrike will assume that Bullion only seeks information relating to
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1 unpatented lode mining claims, as those are the only mining claims with any apparent relevancy
2 to the pending dispute.

3 Goldstrike also objects to Interrogatory No. 2 insofar as it is overbroad and unduly
4 burdensome and requires Goldstrike to provide information that is not relevant or likely to lead to
5 the discovery of admissible evidence in this matter. In particular, Goldstrike objects to Bullion's
6 request for information about unpatented mining claims and fee lands which Goldstrike acquired
7 prior to May 3, 1999, when it became the corporate successor of Barrick HD, which was the
8 corporate successor of High Desert. This is the earliest possible date on which Goldstrike could
9 have potentially become bound to the provisions of the 1979 Agreement, and Bullion has no basis
10 for obtaining any information about mining claims or fee lands acquired by Goldstrike prior to
11 that date.

12 Goldstrike likewise objects to Bullion's request insofar as it seeks information about
13 unpatented mining claims and fee lands which Barrick HD may have acquired prior to November
14 30, 1995, when it became the corporate successor of High Desert. This is the earliest possible
15 date on which Barrick HD could have potentially become bound to the provisions of the 1979
16 Agreement, and Bullion has no basis for obtaining any information about mining claims or fee
17 lands acquired by Barrick HD prior to that date.

18 Goldstrike also objects to Interrogatory No. 2 insofar as it requires Goldstrike to provide
19 information about acquisitions made by High Desert and/or by Barrick HD. Insofar as any such
20 transactions occurred, Goldstrike was not itself involved in those transactions, and there is no one
21 at Goldstrike that is currently known to have any information about such transactions. Goldstrike
22 will not undertake any affirmative obligation to obtain information about High Desert's or
23 Barrick HD's transactions in the Alleged AOI prior to May 3, 1999.

24 Finally, Goldstrike objects to Interrogatory No. 2 insofar as it seeks information that is
25 available to Bullion in the public domain, and is therefore equally available to both Bullion and
26 Goldstrike.

1 Subject to and without waiving any of the foregoing general or specific objections,
2 Goldstrike answers Interrogatory No. 2 as follows:

3 1. Goldstrike participated in an asset exchange transaction with Newmont which
4 closed on May 3, 1999. As a result of that exchange, Goldstrike acquired certain unpatented lode
5 mining claims and fee lands from Newmont, most of which are located within the Area of Interest
6 purportedly created by the May 10, 1979 Agreement (the "Alleged AOI"). The specific mining
7 claims and fee lands which Goldstrike acquired from Newmont as part of the asset exchange
8 transaction are identified in the following documents, which have already been produced to
9 Bullion, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil
10 Procedure: BGBM004829-41; BGBM007963-8025; BGBM008026-36.

11 2. On or about July 14, 2004, Goldstrike acquired certain additional unpatented lode
12 mining claims and fee lands from Newmont, most of which are located within the Alleged AOI.
13 The specific mining claims and fee lands which Goldstrike acquired from Newmont on or about
14 July 14, 2004 are identified in the following documents, which are being produced to Bullion
15 simultaneously herewith, and to which Bullion is referred pursuant to Rule 33(d) of the Federal
16 Rules of Civil Procedure: BAR043773-83; BAR043822-26.

17 3. On or about August 15, 2005, Goldstrike acquired certain properties from Elko
18 Land and Livestock Company ("ELLCO") most of which are located within the Alleged AOI.
19 The specific properties which Goldstrike acquired from ELLCO on or about August 15, 2005 are
20 identified in the following documents which are being produced to Bullion simultaneously
21 herewith, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil
22 Procedure: BAR043811-15; BAR043816-21.

23 4. On or about August 15, 2005, Goldstrike acquired certain additional properties
24 from Newmont, most of which are located in the Alleged AOI. The specific properties which
25 Goldstrike acquired from Newmont on or about August 15, 2005 are identified in the following
26 documents which are being produced to Bullion simultaneously herewith, and to which Bullion is
27
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1 referred pursuant to Rule 33(d) of the Federal Rules of Civil Procedure: BAR043801-05;
2 BAR043806-10.

3 5. As noted above, Barrick HD merged with High Desert on or about November 30,
4 1995. *See* BGBM006358-541; BGBM006157-279. At that time, and as a result of the merger,
5 Goldstrike is informed and believes that Barrick HD acquired an undivided 38% interest in the
6 mining claims and/or fee lands which were then owned by High Desert, and which are identified
7 on BGBM005936-84 (which documents Bullion is referred pursuant to Rule 33(d) of the Federal
8 Rules of Civil Procedure).¹ On May 3, 1999, and as a result of the merger with Barrick HD,
9 Goldstrike became the *temporary* owner of Barrick HD's 38% undivided interest in these mining
10 claims and/or properties. *See infra* Answer to Interrogatory No. 7, which is expressly
11 incorporated herein by reference.

12 Other than the mining claims and/or properties identified on BGBM005936-84, Goldstrike
13 does not currently have specific knowledge of any other mining interests or fee simple properties
14 which Barrick HD acquired in the Alleged AOI on or after November 30, 1995. Goldstrike
15 asserts that other information about Barrick HD's mining claim and/or land acquisitions in the
16 Alleged AOI on or after November 30, 1995 may be contained within some of the other
17 documents which have been or will be produced, either by Barrick Gold of North America in
18 response to the Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to
19 Bullion's latest discovery requests. Because the burden of reviewing such documentation and
20 locating any such information is the same for Bullion as it is for Goldstrike, Goldstrike has no
21 obligation to search for any such information.

22 6. Other than those properties identified on BGBM000785-802 and BGBM005936-
23 84 (which documents Bullion is specifically referred to pursuant to Rule 33(d) of the Federal
24 Rules of Civil Procedure), Goldstrike does not currently have specific knowledge of those mining
25 interests or fee simple properties, if any, which High Desert might have acquired in the Alleged
26 AOI on or after July 7, 1990. Goldstrike asserts that other information about High Desert's land
27

28 ¹ High Desert's remaining 2% undivided interest was transferred by High Desert to SLH Co. prior to the merger.

1 acquisitions in the Alleged AOI on or after July 7, 1990 may be contained within some of the
2 documents which have been or will be produced, either by Barrick Gold of North America in
3 response to the Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to
4 Bullion's latest discovery requests. Because the burden of locating any such information is the
5 same for Bullion as it is for Goldstrike, Goldstrike has no obligation to search for any such
6 information.

7 The following individuals may have information relating to Goldstrike's acquisitions in
8 the Alleged AOI on or after May 3, 1999:

9 Steve Hull
10 Parsons Behle & Latimer
11 201 S. Main Street, Suite 1800
12 Salt Lake City, UT 84111

Mr. Hull should be contacted solely through counsel for Goldstrike

13 Rich Haddock
14 Barrick Gold of North America
15 136 East South Temple, Suite 1800
16 Salt Lake City, UT 84111

Mr. Haddock should be contacted solely through counsel for Goldstrike

17 Cy Wilsey
18 Barrick Gold of North America
19 136 East South Temple, Suite 1800
20 Salt Lake City, UT 84111

Mr. Wilsey should be contacted solely through counsel for Goldstrike

21 Orson Tingey
22 Barrick Goldstrike Mines Inc.
23 P.O. Box 29
24 Elko, NV 89803

Mr. Tingey should be contacted solely through counsel for Goldstrike

25 The following individual may have information relating to High Desert's acquisitions in
26 the Alleged AOI after July 7, 1990:

27 Lee Halavais
28 4790 Caughlin Pkwy #242
Reno, NV 89519
775-721-5796 or 775-753-7619

1 Tom Erwin
 2 Erwin & Thompson LLP
 3 One East Liberty Street, Suite 424
 4 P.O. Box 40817
 5 Reno, NV 89501-2123
 6 775-786-9494

7 *Mr. Erwin should be contacted solely through counsel for Goldstrike*

8 INTERROGATORY NO. 3: For any interest in unpatented mining claims or fee land
 9 acquired by Barrick from High Desert after July 10, 1990, if said unpatented mining claims or fee
 10 land are located within the 1979 AOI, please state each and every reason why Barrick does not
 11 believe that it is obligated to pay a production royalty to Plaintiff for production from said
 12 unpatented mining claims or fee land.

13 ANSWER TO INTERROGATORY NO. 3: Goldstrike expressly incorporates by
 14 reference each of the general objections set forth above.

15 Goldstrike specifically objects to Interrogatory No. 3 insofar as it fails to define the term
 16 “unpatented mining claim.” In particular, Bullion fails to specify whether it seeks information on
 17 unpatented lode mining claims, unpatented mill site claims, or both. For purposes of responding
 18 to this Interrogatory, Goldstrike will assume that Bullion only seeks information relating to
 19 unpatented lode mining claims, as those are the only mining claims with any apparent relevancy
 20 to the pending dispute.

21 Goldstrike also objects to Interrogatory No. 3 insofar as it is overbroad and unduly
 22 burdensome and requires Goldstrike to provide information that is not relevant or likely to lead to
 23 the discovery of admissible evidence in this matter. In particular, Goldstrike objects to Bullion’s
 24 request for information about unpatented mining claims and fee lands which Goldstrike acquired
 25 prior to May 3, 1999, when it became the corporate successor of Barrick HD, which was the
 26 corporate successor of High Desert. *See also supra* Answer to Interrogatory No. 2, which is
 27 expressly incorporated herein by reference.

28 Goldstrike further objects to Interrogatory No. 3 insofar as it seeks information which is
 already available to Bullion through documents that were previously produced by Newmont in
 related litigation, by Barrick Gold of North America pursuant to the Subpoena, or through
 Goldstrike’s initial disclosures. Goldstrike will not undertake the burden of reviewing the

1 previously produced documents in order to provide information in response to Interrogatory No. 3
2 as Bullion is equally capable of performing that task.

3 Finally, Goldstrike objects to Interrogatory No. 3 insofar as it is written in such a manner
4 as to suggest that Goldstrike is somehow bound by the May 10, 1979 Agreement ("the 1979
5 Agreement"), which it is not.

6 Subject to and without waiving any of the foregoing general or specific objections,
7 Goldstrike answers Interrogatory No. 3 as follows:

8 Goldstrike asserts that while Barrick HD became the owner of a 38% undivided interest in
9 certain mining claims and/or fee lands as a result of its merger with High Desert on or about
10 November 30, 1995, and while Goldstrike became the owner of those same interests as a result of
11 its merger with Barrick HD on or about May 3, 1999, Goldstrike did not acquire any claims or
12 properties directly from High Desert. The specific mining claims and fee lands which Goldstrike
13 acquired a 38% undivided interest in as a result of Goldstrike's merger with Barrick HD are
14 identified on BGBM006358-541 and BGBM006157-279, which documents have already been
15 produced to Bullion, and to which Bullion is specifically referred pursuant to Rule 33(d) of the
16 Federal Rules of Civil Procedure.

17 Goldstrike further asserts that it is not obligated to pay a production royalty to Bullion
18 based on mineral production from any of the unpatented mining claims or fee lands which it
19 acquired through the merger with Barrick HD, or on any of the other mining claims or fee lands
20 identified in response to Interrogatory No. 2, because Goldstrike is not bound by paragraph 11 or
21 any other provision of the 1979 Agreement. Goldstrike specifically asserts that it is not bound by
22 the 1979 Agreement, or any provisions therein, because, among other things:

23 1. Neither Goldstrike, Barrick HD nor High Desert are parties to the 1979
24 Agreement, or successors of any party to the 1979 Agreement;

25 2. Neither Goldstrike, Barrick HD nor High Desert ever assumed the 1979
26 Agreement or any of the obligations created therein;

1 3. The royalty obligations purportedly created by paragraph 11 of the 1979
2 Agreement are personal covenants and do not create covenants running with the land, and cannot
3 therefore be enforced against subsequent owners of land;

4 3. The royalty obligations purportedly created by paragraph 11 of the 1979
5 Agreement are void because they violate the Rule Against Perpetuities; and

6 4. The 1979 Agreement constitutes an unreasonable restraint on alienation.

7 Goldstrike further incorporates by reference its Answer to Bullion's Second Amended
8 Complaint, and each of the affirmative defenses set forth therein.

9 INTERROGATORY NO. 4: For any interest in unpatented mining claims or fee land
10 acquired by Barrick from Newmont after December 23, 1991, if said unpatented mining claims or
11 fee land are located within the 1979 AOI, please state each and every reason why Barrick does
12 not believe that it is obligated to pay a production royalty to Plaintiff for production from said
13 unpatented mining claims or fee land.

14 ANSWER TO INTERROGATORY NO. 4: Goldstrike incorporates by reference its
15 objections (general and specific) and answers to Interrogatory No. 3, above, as if expressly and
16 fully set forth herein. Additionally, Goldstrike asserts that many of the unpatented mining claims
17 which it acquired from Newmont on or after May 3, 1999 were invalid because they purported to
18 be located entirely on private lands already held by Goldstrike and/or are inferior or invalid
19 because they were located over the top of patented mining claims.

20 INTERROGATORY NO. 5: For any interest in unpatented mining claims or fee land
21 however acquired by Barrick after 1995, whether by location, lease, purchase or exchange, if said
22 mining claims or fee land are located within the 1979 AOI, please state each and every reason
23 Barrick does not believe that it is obligated to pay to plaintiff a production royalty for production
24 from said unpatented mining claims or fee land.

25 ANSWER TO INTERROGATORY NO. 5: Goldstrike incorporates by reference its
26 objections (general and specific) and answers to Interrogatory Nos. 3 and 4, above, as if expressly
27 and fully set forth herein.

1 INTERROGATORY NO. 6: Please state the name of the party you believe is responsible
2 to pay the royalty obligation to Plaintiff for production from mineral property described in
3 paragraph 11 of the 1979 Agreement at issue in this matter, including all facts, documents, and
4 witnesses that support your belief.

5 ANSWER TO INTERROGATORY NO. 6: Goldstrike expressly incorporates by
6 reference each of the general objections set forth above.

7 Goldstrike specifically objects to Interrogatory No. 6 insofar as it incorrectly assumes that
8 the 1979 Agreement is a viable and enforceable agreement binding upon any party, and that
9 Bullion actually has standing to enforce the agreement against any party. Goldstrike disputes
10 both of these assumptions.

11 Goldstrike also objects to Interrogatory No. 6 insofar as it requires Goldstrike to provide
12 information that is not relevant and likely to lead to the discovery of admissible evidence in this
13 matter. The only issue in this case is whether Goldstrike is bound by the production royalty
14 obligations allegedly set forth in the 1979 Agreement. Whether other parties may or may not be
15 bound by the 1979 Agreement is irrelevant.

16 Finally, Goldstrike objects to Interrogatory No. 6 insofar as it requires Goldstrike to
17 provide information which is not in Goldstrike's current custody, possession or control.
18 Goldstrike will not undertake any obligation to obtain information about the 1979 Agreement, or
19 potential parties that may be bound by the 1979 Agreement, or provide information which is not
20 already in Goldstrike's current possession and control.

21 Subject to and without waiving any of the foregoing general or specific objections,
22 Goldstrike answers Interrogatory No. 6 as follows:

23 At this time, Goldstrike does not believe that anyone owes Bullion any type of royalty
24 under the 1979 Agreement, or that the 1979 Agreement can be enforced by Bullion against any
25 party. First, Goldstrike asserts that it has seen no evidence to establish that Bullion is an actual
26 successor to any party of the 1979 Agreement, or that Bullion has been properly assigned any
27 rights under the 1979 Agreement. Goldstrike asserts that Bullion therefore lacks standing to
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1 assert any rights under the agreement against Goldstrike or any other party. Second, Goldstrike
2 asserts that the 1979 Agreement, and paragraph 11 in particular, violates the Rule Against
3 Perpetuities and therefore cannot be legally enforced by any party against any other party. *See*
4 *also* Goldstrike's answers and objections to Interrogatory No. 3, above, which are expressly
5 incorporated herein by reference. Third, Goldstrike is not currently aware of any particular
6 person or entity that is specifically bound by or obligated under the 1979 Agreement. The last
7 parties with any express obligations under paragraph 11 of the 1979 Agreement were Universal
8 Explorations, Ltd. and/or Universal Gas, Inc. (collectively, "Universal"). *See* 1979 Agreement.
9 Goldstrike forms no opinion on whether Universal or any corporate successors have any ongoing
10 obligations, to Bullion or otherwise, under the 1979 Agreement.

11 INTERROGATORY NO. 7: Please state whether you have sold, assigned, exchanged, or
12 in any way divested yourself of an ownership interest in any mining claims or fee land located
13 within the 1979 AOI which were acquired by you or High Desert after July 10, 1990.

14 ANSWER TO INTERROGATORY NO. 7: Goldstrike expressly incorporates by
15 reference each of the general objections set forth above.

16 Goldstrike specifically objects to Interrogatory No. 7 insofar as it fails to define the term
17 "mining claims." In particular, Bullion fails to specify whether it seeks information on patented
18 lode mining claims, unpatented lode mining claims, patented mill site claims, or unpatented mill
19 site claims. For purposes of responding to this Interrogatory, Goldstrike will assume that Bullion
20 only seeks information relating to patented and unpatented lode mining claims, as those are the
21 only mining claims with any apparent relevancy to the pending dispute.

22 Goldstrike specifically objects to Interrogatory No. 7 insofar as it is overbroad and unduly
23 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
24 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
25 Bullion's request for information about mining claims and fee lands which Goldstrike acquired
26 and/or disposed of in the Alleged AOI prior to May 3, 1999, when it became the corporate
27 successor of Barrick HD, which was the corporate successor of High Desert. This is the earliest
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1 possible date on which Goldstrike could have potentially become bound to the provisions of the
2 1979 Agreement, and Bullion has no basis for obtaining any information about claims and
3 properties acquired or disposed of by Goldstrike prior to that date. *See also* objections to
4 Interrogatory No. 2, above.

5 Goldstrike likewise objects to Interrogatory No. 7 insofar as it seeks information about
6 unpatented mining claims and fee lands which Barrick HD may have acquired or disposed of
7 prior to November 30, 1995, when it became the corporate successor of High Desert. This is the
8 earliest possible date on which Barrick HD could have potentially become bound to the
9 provisions of the 1979 Agreement, and Bullion has no basis for obtaining any information about
10 claims and properties acquired or disposed of by Barrick HD prior to that date. *See also id.*

11 Goldstrike also objects to Interrogatory No. 7 insofar as it requires Goldstrike to provide
12 information about acquisitions or dispositions of mining claims or fee lands made by High Desert
13 after July 7, 1990, and/or by Barrick HD after November 30, 1995. Insofar as any such
14 transactions occurred, Goldstrike was not itself directly involved in those transactions, and there
15 is no one at Goldstrike that is currently known to have any information about such transactions.
16 Goldstrike will not undertake any affirmative obligation to obtain information about High
17 Desert's or Barrick HD's transactions in the Alleged AOI which occurred prior to May 3, 1999.
18 *See also id.*

19 Goldstrike further objects to Interrogatory No. 7 insofar as it seeks information which is
20 already available to Bullion through documents that were previously produced by Newmont in
21 related litigation, or by Barrick Gold of North America pursuant to the Subpoena. Goldstrike will
22 not undertake the burden of reviewing the previously produced documents in order to provide
23 information in response to Interrogatory No. 7 as Bullion is equally capable of performing that
24 task.

25 Subject to and without waiving any of the foregoing general or specific objections,
26 Goldstrike answers Interrogatory No. 7 as follows:
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1 1. On May 3, 1999 at approximately 10:01 a.m., Goldstrike merged with Barrick HD.
2 At that time, and as a result of the merger, Goldstrike acquired Barrick HD's undivided 38%
3 interests in those properties identified in BGBM000785-802 and/or BGBM005936-84. *See supra*
4 Answer to Interrogatory No. 2, which is expressly incorporated herein by reference. Later that
5 same day, Goldstrike transferred all of its interests in those properties to Newmont. *See id.* To
6 the best of Goldstrike's current knowledge and belief, none of the other mining claims or fee
7 simple lands which Goldstrike acquired in the Alleged AOI on or after May 3, 1999 have been
8 transferred to any other owner.

9 2. On May 3, 1999, Goldstrike transferred certain additional properties to Newmont
10 as part of the asset exchange transaction, at least some of which were located within the Alleged
11 AOI. The specific claims and properties which Goldstrike transferred to Newmont as part of the
12 asset exchange transaction are identified in the following documents, which have already been
13 produced to Bullion, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules
14 of Civil Procedure: BGBM004842-903; BGBM004904-17; BGBM0000785-802. Goldstrike
15 notes, however, that with the exception of those properties which were acquired through the
16 merger with Barrick HD, as described in paragraph 1, above, all of the properties transferred to
17 Newmont as part of the asset exchange were acquired by Goldstrike prior to May 3, 1999.

18 3. Other than the mining claims and/or properties identified on BGBM0000785-802
19 and/or BGBM005936-84, Goldstrike does not currently have knowledge of which mining
20 interests or fee simple properties, if any, Barrick HD might have acquired or disposed of in the
21 Alleged AOI between November 30, 1995 and May 3, 1999. Goldstrike asserts that information
22 about Barrick HD's mining claim and/or fee land acquisitions or dispositions in the Alleged AOI
23 between November 30, 1995 and May 3, 1999 may be contained within some of the documents
24 which have been or will be reduced, either by Barrick Gold of North America in response to the
25 Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to Bullion's latest
26 discovery requests. Because the burden of locating any such information is the same for
27 Goldstrike as it is for Bullion, Goldstrike has no obligation to search for any such information.

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1 4. Other than those properties identified on BGBM000785-802 and BGBM005936-
2 84, Goldstrike does not currently have knowledge of which properties, if any, High Desert might
3 have acquired in the Alleged AOI between July 7, 1990 and November 30, 1995. Goldstrike
4 asserts that an undivided 2% participating interest in some or all of those properties identified on
5 BGBM000785-802 and BGBM005936-84 was transferred from High Desert to SLH Co. on or
6 about November 3, 1995. See BGBM002430; BGBM005936-84; BGBM006000-57 (which
7 documents Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil Procedure).
8 Goldstrike asserts that information about High Desert's land acquisitions in the Alleged AOI
9 between July 7, 1990 and November 30, 1995 may be contained within some of the documents
10 which have been or will be produced, either by Barrick Gold of North America in response to the
11 Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to Bullion's latest
12 discovery requests. Because the burden of locating any such information is the same for
13 Goldstrike as it is for Bullion, Goldstrike has no obligation to search for any such information.

14 INTERROGATORY NO. 8: Please list all mines, or the commonly used name for areas
15 of mineral production, owned and/or operated by High Desert or Barrick or by a member of any
16 joint venture in which High Desert or Barrick was a member, within the 1979 AOI since July 10,
17 1990, on unpatented mining claims or fee land in which High Desert or Barrick acquired an
18 interest on or after July 10, 1990, including for each mine (a) the dates of operation; (b) the gross
19 annual production for gold, silver, and any other metals for each year of production; (c) the gross
20 smelter return received for each year of production; (d) a list of all documents that support your
21 answer; (e) the names of any witnesses who have knowledge about your answer.

22 ANSWER TO INTERROGATORY NO. 8: Goldstrike expressly incorporates by
23 reference each of the general objections set forth above.

24 Goldstrike specifically objects to Interrogatory No. 8 insofar as it is overbroad and unduly
25 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
26 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
27 Bullion's request for information about mining operations, production and gross smelter returns
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1 on mining claims or fee lands which Goldstrike acquired in the Alleged AOI prior to May 3,
2 1999, when it became the corporate successor of Barrick HD, which was the corporate successor
3 of High Desert. This is the earliest possible date on which Goldstrike could have potentially
4 become bound to the provisions of the 1979 Agreement, and Bullion has no basis for obtaining
5 any information about mining operations, production and gross smelter returns on mining claims
6 or fee lands acquired by Goldstrike prior to that date. *See also supra* Answer to Interrogatory No.
7 2.

8 Goldstrike likewise objects to Interrogatory No. 8 insofar as it seeks information about
9 mining operations, production and/or gross smelter returns, if any, on mining claims or fee lands
10 which Barrick HD may have acquired prior to November 30, 1995, when it became the corporate
11 successor of High Desert. This is the earliest possible date on which Barrick HD could have
12 potentially become bound to the provisions of the 1979 Agreement, and Bullion has no basis for
13 obtaining any information about mining operations, production and/or gross smelter returns, if
14 any, on mining claims or fee lands acquired by Barrick HD prior to that date. *See also id.*

15 Goldstrike also objects to Interrogatory No. 8 insofar as it requires Goldstrike to provide
16 information about mining operations, production and/or gross smelter returns, if any, on mining
17 claims or properties acquired by High Desert and/or Barrick HD prior to May 3, 1999. Insofar as
18 any such operations occurred, Goldstrike was not itself directly involved in such operation, and
19 there is no one at Goldstrike that is currently known to have any information about such
20 operations. Goldstrike will not undertake any affirmative obligation to obtain information about
21 High Desert's or Barrick HD's operations in the Alleged AOI prior to May 3, 1999. *See also id.*

22 Subject to and without waiving any of the foregoing general or specific objections,
23 Goldstrike answers Interrogatory No. 8 as follows:

24 Part A:

25 1. Goldstrike operates an open pit mine in the Alleged AOI commonly referred to as
26 the "Betze Post" mine. The Betze Post mine has been in operation since 1987. The majority of
27 the production from the Betze Post mine since May 3, 1999 has come from mining claims or
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1 properties which Goldstrike acquired or patented prior to May 3, 1999. Such production, and the
2 gross smelter return from such production, is irrelevant to this case. A smaller amount of
3 production from the Betze Post open pit mine has come from some of the properties which
4 Goldstrike acquired from Newmont on May 3, 1999, as part of the asset exchange. The
5 production from these properties is tracked by Goldstrike, and is commonly referred to as the
6 "Barrick Fee" open pit production (indicating that Goldstrike does not believe there to be any
7 royalties owed on such ounces). Since May 3, 1999, Goldstrike has mined 19,324,502 tons from
8 the Barrick Fee open pit area, and has shipped 1,715,698 ounces of gold and 177,083 ounces of
9 silver from that production. Goldstrike does not produce or track any metals other than gold and
10 silver. Goldstrike has not calculated a gross smelter return on the "Barrick Fee" production
11 because no royalty is believed to be owed on those ounces, and thus no such calculation is
12 required. To the best of Goldstrike's current knowledge, belief and understanding, there has been
13 no open pit production on any of the other properties acquired from Newmont in the 1999 asset
14 exchange,² from any of the claims or properties acquired from Newmont in July 2004, or from the
15 claims or properties acquired from ELLCO and Newmont in August 2005.

16 2. Goldstrike also operates an underground mine in the Alleged AOI commonly
17 referred to as the "Miekle" mine. The Miekle mine has been in operation since 1996. The
18 majority of the production from the Miekle mine has come from mining claims or properties
19 which Goldstrike acquired or patented prior to May 3, 1999. A smaller amount of production
20 from the Miekle underground mine has come from some of the mining claims or properties which
21 Goldstrike acquired from Newmont on May 3, 1999, as part of the asset exchange. The
22 production from these properties is tracked by Goldstrike, and is commonly referred to as the
23 "Barrick Fee" underground production (indicating that Goldstrike does not believe there to be any
24 royalties owed on such production). Since May 3, 1999, Goldstrike has mined 2,760,668 tons
25

26 ² A number of the claims which Goldstrike obtained from Newmont as part of the 1999 asset exchange overlapped
27 with Goldstrike's prior owned private land and/or patented claims, and are therefore invalid or inferior claims.
28 Production from the area of these claims is properly deemed to have come from Goldstrike's prior owned private
land and/or patented claims, and not from the invalid or inferior claims Goldstrike obtained from Newmont as part of
the 1999 asset exchange.

1 from the "Barrick Fee" underground mining area, and has shipped 856,589 ounces of gold and
 2 106,253 ounces of silver from such production. Goldstrike does not produce or track any metals
 3 other than gold and silver. Goldstrike has not calculated a gross smelter return on the "Barrick
 4 Fee" production because no royalty is believed to be owed on those ounces, and thus no such
 5 calculation is required. To the best of Goldstrike's current knowledge, belief and understanding,
 6 there has been no underground production on any of the other properties acquired from Newmont
 7 in the 1999 asset exchange,³ from any of the claims or properties acquired from Newmont in July
 8 2004, or from the claims or properties acquired from ELLCO and Newmont in August 2005.

9 Documents containing information about the production and gross smelter royalties from
 10 the Betze Post and Mickle mines are still being processed for production. Goldstrike will
 11 supplement these responses with a list of the relevant documents, by Bates number, as soon as
 12 this process has been completed and Bates numbers have been assigned.

13 The following individuals likely have information relevant to Part A of Goldstrike's
 14 answer to Interrogatory No. 8:

15 Jim Byers
 16 Barrick Goldstrike Mines Inc.
 17 Elko, Nevada

Mr. Byers should be contacted solely through Goldstrike's counsel

18 Curtis Caldwell
 19 Barrick Gold of North America
 20 Salt Lake City, Utah

Mr. Caldwell should be contacted solely through Goldstrike's counsel

21 Russ Hofland
 22 Barrick Goldstrike Mines Inc.
 23 Elko, Nevada

Mr. Hoffland should be contacted solely through Goldstrike's counsel

24 John Langhans
 25 Barrick Goldstrike Mines Inc.
 26 Elko, Nevada

Mr. Langhans should be contacted solely through Goldstrike's counsel

26 ³ A number of the claims which Goldstrike obtained from Newmont as part of the 1999 asset exchange overlapped
 27 with Goldstrike's prior owned private land and/or patented claims, and are therefore invalid or inferior claims.
 28 Production from the area of these claims is properly deemed to have come from Goldstrike's prior owned private
 land and/or patented claims, and not from the invalid or inferior claims Goldstrike obtained from Newmont as part of
 the 1999 asset exchange.

1 Janna Linebarger
2 Barrick Goldstrike Mines Inc.
3 Elko, Nevada

Ms. Linebarger should be contacted solely through Goldstrike's counsel

4 Sam Marich
5 Barrick Goldstrike Mines Inc.
6 Elko, Nevada

Mr. Marich should be contacted solely through Goldstrike's counsel

7 Tracy Miller
8 Barrick Goldstrike Mines, Inc.
9 Elko, Nevada

Ms. Miller should be contacted solely through Goldstrike's counsel

10 Mark Rantapaa
11 Barrick Goldstrike Mines, Inc.
12 Elko, Nevada

Mr. Rantapaa should be contacted solely through Goldstrike's counsel

13 Paul Tehnet
14 Barrick Goldstrike Mines Inc.
15 Elko, Nevada

Mr. Tehnet should be contacted solely through Goldstrike's counsel

16 This list may be amended and/or supplemented from time to time as additional people
17 with potentially relevant information are identified by Goldstrike.

18 Part B:

19 Goldstrike asserts that the mining claims and/or fee lands identified in BGBM000785-802
20 were likely acquired either by High Desert on or after July 7, 1990 and/or by Barrick HD on or
21 after November 30, 1995, and may have been part of a mine in the Alleged AOI commonly
22 known as the Leeville Mine. All of these mining claims and/or fee lands were acquired by
23 Goldstrike at approximately 10:01 a.m. on May 3, 1999, when Barrick HD merged into
24 Goldstrike. Goldstrike transferred these properties to Newmont later that same day (May 3,
25 1999). Neither Barrick HD nor Goldstrike actually operated the Leeville Mine. Goldstrike
26 asserts on information and belief that there was no production from the Leeville Mine prior to
27 May 3, 1999, and that Goldstrike therefore has no information to provide on the production from
28 the Leeville Mine in response to Interrogatory No. 8. Goldstrike is not currently aware of any
other mining claims or fee lands which might have been acquired in the Alleged AOI by High
Desert on or after July 7, 1990 and/or by Barrick HD on or after November 30, 1995, or whether

1 any such properties were part of the Leeville Mine or any other mine. Goldstrike transferred all
2 of its interests in the Leeville Mine to Newmont just hours after those interests were obtained. To
3 the best of Goldstrike's knowledge and belief, no production occurred from those mining claims
4 or fee lands during the brief period of time in which they were held by Goldstrike.

5 Goldstrike is not currently aware of any specific person who might have information
6 relevant to the operations of or production from the Leeville Mine, but asserts that such
7 information is most likely under the possession and control of Newmont, as the operator of that
8 mine.

9 INTERROGATORY NO. 9: Please describe in chronological order all transactions/
10 dealings between you and High Desert and/or the Halavaises (or entities controlled or owned by
11 the Halavaises) related to any mineral interests or other property rights within the 1979 AOI from
12 July 10, 1990, to the current date.

13 ANSWER TO INTERROGATORY NO. 9: Goldstrike expressly incorporates by
14 reference each of the general objections set forth above.

15 Goldstrike specifically objects to Interrogatory No. 9 insofar as it is overbroad and unduly
16 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
17 to the discovery of admissible evidence in this matter.

18 Goldstrike also objects to Interrogatory No. 9 as vague with respect to the terms
19 "transactions/dealings", the phrase "related to any mineral interests", and the phrase "mineral
20 interests or other property rights within the 1979 AOI."

21 Subject to and without waiving any of the foregoing general or specific objections,
22 Goldstrike answers Interrogatory No. 9 as follows:

23 1994-1996: Transactions relating to a project commonly known as the Gold Venture
24 project, the Little High Desert project and/or the Simon Creek project. With respect to the details
25 of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of Civil Procedure and
26 refers Bullion to the following documents which are produced concurrently herewith:
27 BAR000339-44; BAR003367-463; BAR003593-98; BAR043764-66; BG016429-31.

1 1998-1999: Transactions relating to the termination of the Newmont Gold and High
2 Desert Venture, and the termination of the 2% carried participating interest in that venture held by
3 High Desert Mineral Resources, Inc., a Delaware corporation, formerly known as SLH Co. With
4 respect to the details of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of
5 Civil Procedure and refers Bullion to the following documents which have already been
6 produced: BGBM00239-1237; BGBM003345-57; BGBM004382-99; BGBM006767-84;
7 BGBM011499-507; BGBM011717-19; BGBM013673-74.

8 INTERROGATORY NO. 10: Please describe in chronological order, all transactions/
9 dealings between you and Newmont related to any mineral interests or other property rights
10 within the 1979 AOI from December 23, 1991, to the current date.

11 ANSWER TO INTERROGATORY NO. 10: Goldstrike expressly incorporates by
12 reference each of the general objections set forth above.

13 Goldstrike specifically objects to Interrogatory No. 10 as vague with respect to the terms
14 “transactions/dealings”, the phrase “related to any mineral interests”, and the phrase “property
15 rights within the 1979 AOI.”

16 Goldstrike further objects to Interrogatory No. 10 insofar as it is overbroad and unduly
17 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
18 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
19 Bullion’s request for information about dealings between Goldstrike and Newmont prior to May
20 3, 1999, when Goldstrike actually became the corporate successor of Barrick HD, which was the
21 corporate successor of High Desert. Goldstrike will not provide any information relating to
22 transactions between Newmont and Goldstrike prior to May 3, 1999. *See also supra* Answer to
23 Interrogatory No. 2 which is expressly incorporated herein by reference.

24 Goldstrike further objects that Interrogatory No. 10 is so broadly worded that it would
25 require Goldstrike to provide information about transactions and dealings with Newmont or its
26 related companies that have nothing to do with the acquisition or disposition of any mining claims
27 or fee lands within the Alleged AOI, or the production of minerals from such claims, and
28

1 therefore have absolutely no bearing on this litigation. Goldstrike has entered into numerous
2 agreements and arrangements with Newmont or its related companies over its years in operation,
3 including but not limited to easement and right of way agreements, joint operating agreements,
4 dewatering agreements, etc. All of these agreements and arrangements might, under the broadest
5 interpretation, be technically "related to . . . mineral interests or other property rights within the
6 1979 AOI", but the vast majority of them have absolutely no bearing on any of the issues raised
7 in this litigation. Goldstrike will not provide information on agreements and arrangements with
8 Newmont that have no possible bearing on the issues raised in this case.

9 Subject to and without waiving any of the foregoing general or specific objections,
10 Goldstrike answers Interrogatory No. 10 as follows:

11 May 3, 1999: Transactions relating to the 1999 asset exchange, the termination of the
12 Newmont Gold and High Desert Venture and the termination of the 2% participating interest in
13 the Newmont Gold and High Desert Venture that was granted to SLH Co. in 1995. With respect
14 to the details of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of Civil
15 Procedure and refers Bullion to the following documents which have already been produced:
16 BGBM002118-2209; BGBM000239-756; BGBM004400-16; BGBM004223-83; BGBM001238-
17 565; BGBM006236-313; BGBM001566-95; BGBM004368-81; BGBM004829-41;
18 BGBM004382-99; BGBM002210-85; BGBM006818-35; BGBM006011-43; BGBM001778-851;
19 BGBM004423-39; BGBM006852-81; BGBM004440-47; BGBM003408; BGBM007059-69;
20 BGBM006901-16; BGBM003991-4007; BGBM006044-61; BGBM004306-67; BGBM001852-
21 89; BGBM006767-84; BGBM006981-95; BGBM004284-92; BGBM006882-90; BGBM004457-
22 85; BGBM007752-84; BGBM007070-77; BGBM002107-14; BGBM006917-80; BGBM006220-
23 35; BGBM006996-7058; BGBM006723-57.

24 2004 and 2005: Transactions relating to Goldstrike's acquisition of certain fee lands and
25 mill sites from Newmont. With respect to the details of those transactions, Goldstrike invokes
26 Rule 33(d) of the Federal Rules of Civil Procedure and refers Bullion to the following documents,
27
28

1 which are produced concurrently herewith: BAR043773-83; BAR04382-26; BAR043811-15;
2 BAR043816-21; BAR043811-15; BAR043816-21; BAR043801-05; BAR043806-10.

3 INTERROGATORY NO. 11: For each Barrick mine in production at any time from July
4 10, 1990, until the present date within the 1979 AOI, please set forth the following:

- 5 a. The date the mineral interests being mined were acquired or if by location,
6 the dates of location of unpatented mining claims.
- 7 b. For mineral interest acquired after July 10, 1990;
 - 8 (i) From whom the mineral interests being mined were acquired;
 - 9 (ii) The annual gross smelter returns for each mineral recovered from
10 each mine from July 10, 1990 through 2009.
- 11 c. The monthly gross smelter returns for each mineral recovered from each
12 mine since January 1, 2010.
- 13 d. The proven mineral reserves for each mine.
- 14 e. The probable mineral reserves for each mine.

15 ANSWER TO INTERROGATORY NO. 11: Goldstrike expressly incorporates by
16 reference each of the general objections set forth above.

17 Goldstrike specifically objects to Interrogatory No. 11 insofar as it is overbroad and
18 unduly burdensome and requires Goldstrike to provide information that is not relevant and likely
19 to lead to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
20 Bullion's request for information about mining operations, production, smelter returns and
21 mineral reserves on mining claims or fee lands which Goldstrike acquired in the Alleged AOI
22 prior to May 3, 1999, when it actually became the corporate successor of Barrick HD, which was
23 the corporate successor of High Desert. This is the earliest possible date on which Barrick HD
24 could have potentially become bound to the provisions of the 1979 Agreement, and Bullion has
25 no basis for obtaining any information about mining claims or fee lands acquired by Goldstrike
26 prior to that date. *See also supra* Answer to Interrogatory No. 2 which is expressly incorporated
27 herein by reference.
28

1 Goldstrike also objects to Interrogatory No. 11 insofar as it requires Goldstrike to provide
2 information about mining operations, production, smelter returns or mineral reserves on mining
3 claims or fee lands which were acquired by Barrick HD prior to November 30, 1995, when
4 Barrick HD became the corporate successor of High Desert. This is the earliest possible date on
5 which Barrick HD could have potentially become bound to the provisions of the 1979 Agreement,
6 and Bullion has no basis for obtaining any information about claims and properties acquired by
7 Barrick HD prior to that date. *See also id.*

8 Goldstrike also objects to Interrogatory No. 11 insofar as it requires Goldstrike to provide
9 information about mining operations, production, smelter returns and mineral reserves on mining
10 claims or fee lands properties which were acquired and/or owned by High Desert and/or Barrick
11 HD. Insofar as any such mining operations even occurred, Goldstrike was not itself involved in
12 those operations, and does not have any information about those operations. Goldstrike will not
13 undertake any affirmative obligation to obtain information about High Desert's or Barrick HD's
14 operations in the Alleged AOI prior to May 3, 1999. *See also id.*

15 Subject to and without waiving any of the foregoing general or specific objections,
16 Goldstrike answers Interrogatory No. 11 as follows:

17 Goldstrike operates an open pit mine in the Alleged AOI commonly referred to as the
18 "Betze Post" mine. The Betze Post mine has been in operation since 1987. The majority of the
19 Betze Post mine sits on mining claims or fee lands which Goldstrike acquired or patented prior to
20 May 3, 1999. Information about production, smelter returns and mineral reserves relating to these
21 mining claims and fee lands has no relevance in this case. A smaller amount of production from
22 the Betze Post open pit mine has come from some of the mining claims or fee lands which
23 Goldstrike acquired from Newmont on May 3, 1999, as part of the asset exchange. The
24 production and reserves from these properties are tracked by Goldstrike and is commonly referred
25 to as the "Barrick Fee" open pit production and reserves. As of December 31, 2008, reserves on
26 the "Barrick Fee" open pit mining area were estimated at 1,503,777 ounces.

1 Goldstrike also operates an underground mine in the Alleged AOI commonly referred to
2 as the "Miekle" mine. The Miekle mine has been in operation since 1996. The majority of the
3 Miekle underground mine sits on mining claims or fee lands which Goldstrike acquired or
4 patented prior to May 3, 1999. Information about production, smelter returns and mineral
5 reserves relating to these mining claims and fee lands has no relevance in this case. A smaller
6 amount of production from the Miekle underground mine has come from some of the mining
7 claims or fee lands which Goldstrike acquired from Newmont on May 3, 1999, as part of the asset
8 exchange. The production and reserves from these properties are tracked by Goldstrike and is
9 commonly referred to as the "Barrick Fee" open pit production and reserves. As of December 31,
10 2008, reserves on the "Barrick Fee" underground area were estimated at 865,996 ounces.

11 Goldstrike has not calculated a smelter return on the production from the "Barrick Fee"
12 lands because no royalty is believed to be owed on those ounces, and thus no such calculation is
13 required.

14 Documents containing additional information about the production, smelter returns, and
15 mineral reserves on or from the "Barrick Fee" properties (open pit and underground) will be
16 produced in response to these interrogatories and the simultaneously served document requests.
17 Those documents are still being collected from Goldstrike and processed for production.
18 Goldstrike will supplement these responses with a list of the relevant documents, by Bates
19 number, as soon as this process has been completed and Bates numbers have been assigned.

20 There are no other mines in the Alleged AOI which have been operated by Goldstrike
21 since May 3, 1999.

22 INTERROGATORY NO. 12: For each of the proven mineral reserves situated within the
23 1979 AOI not listed in response to Interrogatory 11, in which Barrick has an interest, please set
24 forth the following:

- 25 a. The mining claims or fee land on which the mineral reserve is located.
- 26 b. The value of each mineral reserve, specifying the value of each type mineral.

1 c. The date the unpatented or patented mining claim or fee land associated with each
2 mineral reserve was acquired.

3 d. From whom Barrick acquired the unpatented or patented mining claim on fee land
4 on which each mineral reserve is located.

5 ANSWER TO INTERROGATORY NO. 12: Goldstrike incorporates by reference its
6 objections and answers to Interrogatory No. 11 as if expressly and fully set forth herein.

7 INTERROGATORY NO. 13: For each of the probable reserves situated within the 1979
8 AOI not listed in response to Interrogatory 11, please set forth the following:

9 a. The mining claims or fee land on which the mineral reserve is located.

10 b. The value of each mineral reserve, specifying the value of each type mineral.

11 c. The date the unpatented or patented mining claim or fee land associated with each
12 mineral reserve was acquired.

13 d. From whom Barrick acquired the unpatented or patented mining claim on fee land
14 on which each mineral reserve is located.

15 ANSWER TO INTERROGATORY NO. 13: Goldstrike incorporates by reference its
16 objections and answers to Interrogatory No. 11 as if expressly and fully set forth herein.

17 INTERROGATORY NO. 14: Please state the names of any persons or companies
18 Barrick or High Desert has offered a 50% participation interest as discussed in paragraph 11 of
19 the May 10, 1979 Agreement at issue in this matter. Said provision is specifically discussed in
20 the first full paragraph on page 11 of the 1979 Agreement.

21 ANSWER TO INTERROGATORY NO. 14: Goldstrike expressly incorporates by
22 reference each of the general objections set forth above.

23 Goldstrike specifically objects to Interrogatory No. 14 insofar as it is overbroad and
24 unduly burdensome and requires Goldstrike to provide information that is not relevant and likely
25 to lead to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
26 Bullion's request for information about actions taken by Goldstrike prior to May 3, 1999, when it
27 actually became the corporate successor of Barrick HD, which was the corporate successor of
28

1 High Desert. *See also supra* Answer to Interrogatory No. 2, which is expressly incorporated
2 herein by reference.

3 Goldstrike also objects to Interrogatory No. 14 insofar as it requires Goldstrike to provide
4 information about actions taken by High Desert or Barrick HD after July 7, 1990, which actions
5 Goldstrike was not itself involved those transactions, and there is no one at Goldstrike that is
6 currently known to have information about such transactions. Goldstrike will not undertake any
7 obligation to obtain information about High Desert's or Barrick HD's actions which is not already
8 in its possession and control. *See also id.*

9 Finally, Goldstrike objects to Interrogatory No. 14 insofar as it is written in such a manner
10 as to suggest that Goldstrike, Barrick HD or High Desert are somehow bound by the 1979
11 Agreement, which neither Goldstrike, Barrick HD nor High Desert are. *See also supra* Answer to
12 Interrogatory No. 3 which is expressly incorporated herein by reference.

13 Subject to and without waiving any of the foregoing general or specific objections,
14 Goldstrike answers Interrogatory No. 14 as follows:

15 Goldstrike asserts that it has not itself offered a 50% participation interest to any persons
16 or companies as discussed in paragraph 11 of the 1979 Agreement, and asserts that it had no
17 obligation to offer any such participation interest to any person or company because it has never
18 been a party to or otherwise bound by the 1979 Agreement. *See also id.*

19 Goldstrike asserts that to the best of its current knowledge, information and belief, neither
20 High Desert nor Barrick HD offered a 50% participation interest to any persons or companies as
21 discussed in paragraph 11 of the 1979 Agreement, and asserts that neither High Desert nor
22 Barrick had an obligation to offer any such participation interest to any person or company
23 because neither High Desert nor Barrick HD were ever a party to or otherwise bound by the 1979
24 Agreement. *See also id.*

25 INTERROGATORY NO. 15: If Barrick's answer to Interrogatory 14 was that Barrick or
26 High Desert has not offered a 50% participation interest to anyone, please set forth all reasons
27 why Barrick has not done so.

28

1 ANSWER TO INTERROGATORY NO. 15: Goldstrike incorporates by reference its
2 objections and answers to Interrogatory No. 14 as if expressly set forth herein.
3

4 Dated: April 5, 2010

PARSONS BEHLE & LATIMER

6 By: 

Michael R. Kealy

Francis M. Wikstrom

Michael P. Petrogeorge

Brandon J. Mark

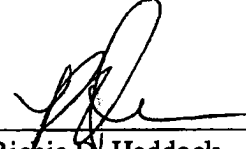
Attorneys for Barrick Goldstrike Mines Inc.

VERIFICATION

STATE OF UTAH)
 : ss
 COUNTY OF SALT LAKE)

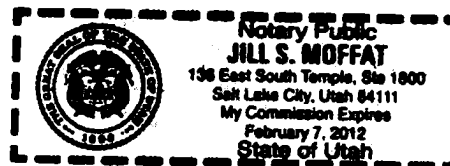
I, Richie D. Haddock, Vice President and General Counsel, North America, as designated in-house counsel for Barrick Goldstrike Mines, Inc., have read the foregoing BARRICK GOLDSTRIKE MINES INC.'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S INTERROGATORIES [SET ONE], and am familiar with the objections, answers and responses set forth therein. I am executing this Verification solely in my professional capacity as designated in-house counsel for Barrick Goldstrike Mines Inc., and am duly authorized in that capacity to affirm on behalf of Barrick Goldstrike Mines Inc., under the penalties of perjury, and to the best of my current knowledge, information and belief, that Barrick Goldstrike Mines Inc.'s foregoing answers to plaintiff Bullion Monarch Mining, Inc.'s first set of interrogatories are true and correct.

Dated this 5th day of April, 2010.


 Richie D. Haddock
 Vice President and General Counsel, North America,
 as designated in-house legal counsel for Barrick
 Goldstrike Mines Inc.

SUBSCRIBED and SWORN to before this 5th day of April, 2010.


 NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Parsons Behle & Latimer, and that on this 5th day of April, 2010, I caused to be mailed, via U.S. Mail, postage prepaid, a true and correct copy of **BARRICK GOLDSTRIKE MINES INC.'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S INTERROGATORIES [SET ONE]**, to the following:

Clayton P. Brust, Esq.
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503

By:

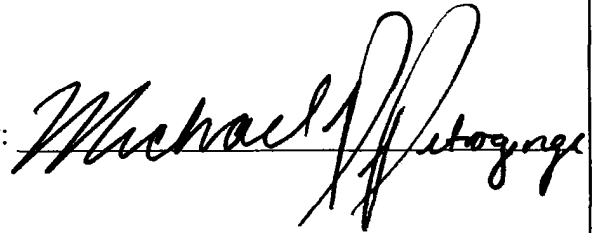


EXHIBIT 2

Barrick's Responses to Plaintiff's Request for Production of Documents

EXHIBIT 2

RECEIVED

APR 09 2010

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10 *Attorneys for Barrick Goldstrike Mines Inc.*

11
12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE DISTRICT OF NEVADA
14

15 BULLION MONARCH MINING, INC.,

16 Plaintiff,

17 v.

18 BARRICK GOLDSTRIKE MINES INC., *et*
19 *al.*,

20 Defendants.

Case No. CV-N-08-00227-ECR-VPC

**BARRICK GOLDSTRIKE MINES
INC.'S RESPONSES TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF
DOCUMENTS [SET ONE]**

21 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure ("FRCP"), defendant
22 Barrick Goldstrike Mines Inc. ("Goldstrike") hereby objects and responds to plaintiff Bullion
23 Monarch Mining, Inc.'s ("Bullion") first set of requests for production of documents served on
24 Goldstrike on or about February 24, 2010 (hereinafter, the "Requests").

25 **GENERAL OBJECTIONS**

26 1. Goldstrike objects to the Requests to the extent that the documents sought have
27 been previously produced or provided to Bullion or its counsel by Newmont in related litigation,
28

1 in response to a subpoena *duces tecum* that Bullion issued to Barrick Gold of North America Inc.
2 in 2009 (the "Subpoena"), and/or as part of Goldstrike's own initial disclosures.

3 2. Goldstrike bases its responses and objections to the Requests on currently known
4 and available information. Goldstrike will amend or supplement its responses to the extent
5 required by Rule 26 of the Federal Rules of Civil Procedure if additional information is
6 discovered.

7 3. Goldstrike objects to the Requests to the extent that the documents sought therein
8 are publicly available records that are equally available to both Goldstrike and Bullion.

9 4. Goldstrike objects to the Requests insofar as they seek documents that are not
10 relevant or reasonably calculated to lead to the discovery of admissible evidence in this matter.

11 5. Goldstrike objects to the Requests to the extent they are overbroad, vague,
12 ambiguous, compound, complex, unduly burdensome, or oppressive in the amount, scope, or
13 format of information or documents requested.

14 6. Goldstrike objects to the Requests insofar as they seek to impose burdens on
15 Goldstrike that are inconsistent with or in addition to its discovery obligations as set forth in
16 Rules 26 and 34 of the Federal Rules of Civil Procedure.

17 7. Goldstrike objects to each Request to the extent that it seeks disclosure of
18 information that would violate rights of privacy and other statutorily or judicially recognized
19 protections and privileges, confidentiality agreements, or court orders restricting dissemination of
20 information, or result in disclosure of materials prepared in anticipation of litigation or
21 confidential settlement discussions.

22 8. Goldstrike objects to the Requests to the extent that they seek information and
23 documents protected from discovery by the attorney-client privilege, the work-product doctrine,
24 the common-interest privilege, the joint-defense privilege, or other applicable privileges or
25 immunities. Goldstrike will not knowingly produce documents that are subject to any applicable
26 privileges or protections. Goldstrike does not waive but rather intends to preserve and is
27 preserving the attorney-client privilege, the work-product protection, the common-interest
28 privilege, the joint-defense privilege, and every other privilege or protection with respect to all

1 information and each and every document protected by any such privilege or protection. If any
2 privileged or protected information or document is inadvertently disclosed by Goldstrike at
3 anytime, Goldstrike requests that Bullion and its counsel immediately return to Goldstrike's
4 counsel all documents, copies, and other media that refer to or reflect in any way such
5 inadvertently disclosed information, pursuant to the terms of the Protective Order entered in this
6 matter.

7 9. Goldstrike objects to the "Preliminary Definitions and Instructions" set forth on
8 pages 1-3 of the Requests insofar as they seek to impose burdens on Goldstrike that are
9 inconsistent with, or in addition to, Goldstrike's obligations as set forth in Rules 26 and/or 34 of
10 the Federal Rules of Civil Procedure. Goldstrike specifically objects that the phrase "related
11 affiliates," which Bullion used in several definitions, is vague, ambiguous, and otherwise
12 undefined. Bullion does not limit the phrase in any way and does not provide examples of who or
13 what constitutes a related affiliate. In particular, Goldstrike notes that it is the corporate successor
14 of Barrick HD, which was the corporate successor of High Desert Mineral Resource of Nevada,
15 Inc. ("High Desert"). Goldstrike is not the corporate successor to any of High Desert's related
16 affiliates, therefore, Goldstrike does not have possession, custody, or control of any documents
17 belonging to any such related affiliates. If Bullion intends for the phrase "related affiliates" to
18 mean any person or entity related in any way to Newmont, Goldstrike, or High Desert, then the
19 definitions are overbroad and any Requests employing the defined terms are unduly burdensome.
20 Specifically, Goldstrike will interpret (1) the term "Barrick" to mean and refer solely to defendant
21 Barrick Goldstrike Mines Inc., (2) the term "High Desert" to mean and refer solely to High Desert
22 Mineral Resources of Nevada, Inc., and (3) the term "Newmont" to collectively refer to Newmont
23 USA Limited and Newmont Mining Corporation.

24 Goldstrike also objects that the definition for the term "Mineral Interests" is vague and
25 ambiguous, specifically the term "unpatented mining claim" is not further defined. Bullion fails
26 to specify whether it refers to unpatented lode mining claims, unpatented mill site claims, or both.
27 For purposes of responding to these Requests, Goldstrike will assume that Bullion only seeks
28 documents relating to unpatented lode mining claims, as those are the only mining claims with

1 any apparent relevancy to the pending dispute.

2 10. Goldstrike objects to the Requests insofar as they fail to adequately define the term
3 "you." For purposes of responding to the Requests, Goldstrike interprets the term "you" to refer
4 only to the named defendant in this action, Barrick Goldstrike Mines Inc., and not to any other
5 entity.

6 11. Goldstrike does not in any manner waive or intend to waive, but rather intends to
7 preserve and is preserving, (1) all objections as to competency, relevancy, materiality, and
8 admissibility; (2) all objections to the use of any of the responses herein or the submission of any
9 documents produced in response hereto in any proceeding, motion, hearing, or the trial in this or
10 any other action; and (3) all objections to any further discovery or request involving or related to
11 any of the Requests. The supplying of any information or document in response to the Requests
12 does not constitute an admission by Goldstrike that such information is relevant, admissible, or
13 material to any of the issues in this action, and Goldstrike reserves the right to object to any
14 further inquiry with respect to any subject matter at any time.

15 12. Goldstrike incorporates each of the foregoing general objections into each and
16 every response below as if specifically and fully set forth therein. A republication or restatement,
17 in whole or in part, of any one or more of the foregoing general objections in response to a
18 specific Request is not intended to waive and does not waive an objection not otherwise stated.

19 SPECIFIC OBJECTIONS AND ANSWERS

20 REQUEST FOR PRODUCTION NO. 1: All documents evidencing any transactions set
21 forth in your response to interrogatory number 2 served herewith.

22 ANSWER TO REQUEST NO. 1: Goldstrike expressly incorporates by reference each of
23 the general objections set forth above. Goldstrike specifically objects to Request No. 1 to the
24 extent that Bullion requests documents that have already been produced, either by Newmont in
25 the related litigation or by Barrick Gold of North America Inc. pursuant to the Subpoena issued in
26 2009. Goldstrike also objects to the extent the Request seeks documents that are publicly
27 available and therefore equally accessible to all parties.

1 Goldstrike specifically objects that the phrase “transactions set forth in your response to
2 interrogatory number 2 served herewith” is vague and ambiguous because Bullion’s Interrogatory
3 No. 2 does not relate to any “transactions.” Instead, Interrogatory No. 2 requests information
4 about “unpatented mining claims and fee land located or otherwise acquired by” High Desert or
5 Goldstrike. Goldstrike will interpret this request to seek documents relating to Goldstrike’s or
6 High Desert’s acquisition of the “unpatented mining claims and fee land” identified in
7 Goldstrike’s Answer to Interrogatory No. 2. Because Bullion’s request refers to its Interrogatory
8 No. 2, Goldstrike further incorporates by reference all objections, limitations, and clarifications
9 set forth in its Answer to Interrogatory No. 2 as if specifically set forth herein.

10 In accordance with these clarifications, and subject to and without waiving any of the
11 foregoing general objections set forth above and the specific objections set forth herein,
12 Goldstrike responds that the following documents may be responsive to Bullion’s request:
13 BGBM00785-802; BGBM004829-41; BGBM005936-84; BGBM006358-541; BGBM006157-
14 279; BGBM007963-8025; BGBM008026-36; BAR043773-83; BAR043822-26; BAR043811-15;
15 BAR043816-21; BAR043801-05; and BAR043806-10. The documents marked with the “BAR”
16 prefix are being produced simultaneously herewith. Additional responsive documents may have
17 already been produced by Barrick Gold of North America Inc. in response to the Subpoena, or
18 they may be produced as a supplement to Goldstrike’s initial disclosures in the near future.

19 REQUEST FOR PRODUCTION NO. 2: All documents evidencing any transactions set
20 forth in your response to interrogatory number 3 served herewith.

21 ANSWER TO REQUEST NO. 2: Goldstrike expressly incorporates by reference each of
22 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
23 requests documents that have already been produced, either by Newmont in the related litigation
24 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
25 the extent the request seeks documents that are publicly available and therefore equally accessible
26 to all parties.

27 Goldstrike specifically objects that the phrase “transactions set forth in your response to
28 interrogatory number 3 served herewith” is vague and ambiguous because Bullion’s Interrogatory

1 No. 3 does not relate to any "transactions." Instead, Interrogatory No. 3 requests that Goldstrike
2 "state each and every reason why Barrick" disputes its liability to Bullion with respect to certain
3 claims. Although Interrogatory No. 3 refers to "land acquired by Barrick from High Desert," if
4 the word "transactions" is interpreted to refer to the acquisition of unpatented mining claims and
5 fee land from High Desert, then this request asks for a subset of the documents already sought
6 through Request No. 1. Because Bullion's request refers to its Interrogatory No. 3, Goldstrike
7 further incorporates by reference all objections, limitations, and clarifications set forth in its
8 Answer to Interrogatory No. 3 as if fully set forth herein.

9 In accordance with these clarifications, and subject to and without waiving the general
10 objections set forth above and the specific objections set forth herein, Goldstrike responds by
11 incorporating by reference its Response to Request No. 1, *supra*, as if fully set forth herein.

12 REQUEST FOR PRODUCTION NO. 3: All documents by which you or High Desert
13 acquired any interest in any unpatented mining claims or fee land after July 10, 1990, within the
14 Area of Interest.

15 ANSWER TO REQUEST NO. 3: Goldstrike expressly incorporates by reference each of
16 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
17 requests documents that have already been produced, either by Newmont in the related litigation
18 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
19 the extent the request seeks documents that are publicly available and therefore equally accessible
20 to all parties.

21 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
22 it seeks documents that are neither relevant nor likely to lead to the discovery of relevant
23 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
24 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
25 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
26 documents relating to mining claims or fee lands acquired by Goldstrike prior to that date are
27 irrelevant. Additionally, because Barrick HD did not become the corporate successor to High
28

1 Desert until November 30, 1995, any documents relating to Barrick HD's acquisition of
2 unpatented mining claims and fee lands prior to that date are also not relevant to this matter.

3 In accordance with these clarifications, and subject to and without waiving the general
4 objections set forth above and the specific objections set forth herein, Goldstrike responds by
5 noting that this request seeks a subset of the documents sought by Request No. 1 and therefore
6 incorporates by reference its Response to Request No. 1, *supra*, as if fully set forth herein.

7 REQUEST FOR PRODUCTION NO. 4: All agreements between you and High Desert.

8 ANSWER TO REQUEST NO. 4: Goldstrike expressly incorporates by reference each of
9 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
10 requests documents that have already been produced, either by Newmont in the related litigation
11 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
12 the extent the request seeks documents that are publicly available and therefore equally accessible
13 to all parties.

14 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
15 it requests documents that are neither relevant nor likely to lead to the discovery of relevant
16 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
17 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
18 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
19 documents relating to agreements between Goldstrike and any other party prior to that date are
20 irrelevant.

21 Goldstrike also objects that the request is overbroad and unduly burdensome because it
22 seeks "All" agreements between Goldstrike and High Desert, without any temporal limitations
23 and regardless of whether such agreements pertain to any subject matter potentially relevant to
24 this dispute.

25 In accordance with these clarifications, and subject to and without waiving the general
26 objections set forth above and the specific objections set forth herein, Goldstrike responds that, to
27 the best of its current knowledge, information, and belief, there have not been any agreements
28 between Goldstrike and High Desert since May 3, 1999. As noted above and in Goldstrike's

1 Answer to Interrogatory No. 2, Barrick HD, and not Goldstrike, became the corporate successor
2 to High Desert as the result of a merger transaction on or about November 30, 1995. The
3 documents relating to the merger transaction were identified in Goldstrike's Response to Request
4 No. 1, *supra*, which is expressly incorporated by reference herein.

5 REQUEST FOR PRODUCTION NO. 5: All agreements between you and/or any
6 company affiliated with Newmont Gold Company dated after December 23, 1991.

7 ANSWER TO REQUEST NO. 5: Goldstrike expressly incorporates by reference each of
8 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
9 requests documents that have already been produced, either by Newmont in the related litigation
10 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
11 the extent the request seeks documents that are publicly available and therefore equally accessible
12 to all parties. Goldstrike also objects that the request is vague, ambiguous, and unintelligible,
13 specifically the phrase "between you and/or any company."

14 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
15 it requests documents that are neither relevant nor likely to lead to the discovery of relevant
16 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
17 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
18 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
19 documents relating to agreements between Goldstrike and any other party prior to that date are
20 irrelevant.

21 Goldstrike also objects that the request is overbroad and unduly burdensome because it
22 seeks "All" agreements between Goldstrike and multiple other entities, regardless of whether
23 such agreements pertain to any subject matter relevant to this dispute. The request is so broadly
24 worded that it would require Goldstrike to provide documents about transactions and dealings
25 with Newmont or its related companies that have nothing to do with the acquisition or disposition
26 of any mining claims or fee lands within the Area of Interest, or the production of minerals from
27 such claims, and therefore have absolutely no bearing on this litigation. Goldstrike has entered
28 into numerous agreements and arrangements with Newmont or its related companies over its

1 years in operation, including but not limited to easement and right-of-way agreements, joint
2 operating agreements, dewatering agreements, etc. None of these agreements has any bearing on
3 any of the issues raised in this litigation. Goldstrike will not provide documents relating to
4 agreements and arrangements with Newmont or its related companies that have no possible
5 bearing on the issues raised in this case.

6 Furthermore, Goldstrike objects that the phrase "any company affiliated with Newmont
7 Gold Company" is vague, ambiguous, and otherwise undefined. If Bullion intends for the phrase
8 to mean any company affiliated in any way with Newmont, then the request is overbroad and
9 unduly burdensome because it would extend to dozens, if not hundreds, of companies with which
10 Newmont has had a relationship of any kind at any time during the past two decades.

11 In accordance with these clarifications, and subject to and without waiving the general
12 objections set forth above and the specific objections set forth herein, Goldstrike responds that the
13 only agreements possibly relevant to these proceedings relate to the 1999 asset exchange with
14 Newmont, which closed on May 3, 1999, and any subsequent agreements between Goldstrike and
15 Newmont relating to the acquisition of properties in the Area of Interest after that date. *See*
16 *Answers to Interrogatories Nos. 2 and 10*, which are expressly incorporated herein by reference.
17 Copies of the documents relating to this asset exchange, which have been previously produced,
18 may be found at BGBM004829-41; BGBM007963-8025; and BGBM008026-36. Documents
19 relating to subsequent agreements, which are being produced herewith, include, without
20 limitation, BAR043801-05; BAR043806-10; BAR043773-83; and BAR043822-26. Responsive
21 documents may have also been produced by Barrick Gold of North America in response to the
22 Subpoena, or may be produced in supplements to Goldstrike's initial disclosures in the near
23 future.

24 REQUEST FOR PRODUCTION NO. 6: All agreements between you and any other
25 person or entity regarding the Area of Interest.

26 ANSWER TO REQUEST NO. 6: Goldstrike expressly incorporates by reference each of
27 the general objections set forth above. Goldstrike further objects to the extent that Bullion
28 requests documents that have already been produced, either by Newmont in the related litigation

1 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
2 the extent the request seeks documents that are publicly available and therefore equally accessible
3 to all parties.

4 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
5 requests documents that are neither relevant nor likely to lead to the discovery of relevant
6 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
7 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
8 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
9 documents relating to agreements between Goldstrike and any other party prior to that date are
10 irrelevant.

11 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
12 "All" agreements between Goldstrike and any other parties, without any temporal limitations,
13 which could require the production of agreements spanning more than three decades. Goldstrike
14 will interpret the request to relate only to agreements on limited subject matter (see next
15 paragraph) entered into by Goldstrike on or after May 3, 1999.

16 Goldstrike also objects that the phrase "regarding the Area of Interest" is vague,
17 ambiguous, and otherwise undefined. To the extent Bullion intended this phrase to cover any
18 agreements relating in any way to the Area of Interest as that term is defined by Bullion, the
19 request is overbroad, unduly burdensome, and oppressive. The Area of Interest covers
20 approximately 64-square miles of land in two different Nevada counties, including an area in
21 which Goldstrike conducts extensive mining, milling, and exploration activities. Such request
22 could conceivably include, for example, contracts with various service providers, employment
23 contracts, contracts relating to water and power, and innumerable other contracts and agreements
24 that are irrelevant to this dispute. Goldstrike will interpret the phrase "regarding the Area of
25 Interest" to mean agreements that expressly refer to land acquisitions within the area covered by
26 the Area of Interest.

27 In accordance with these clarifications, and subject to and without waiving the general
28 objections set forth above and the specific objections set forth herein, Goldstrike responds that it

1 is not currently aware of any agreements, other than those identified in response to Request Nos.
2 1, 4, and 5, above, with any other party relating to land acquisitions within the area covered by
3 the Area of Interest.

4 REQUEST FOR PRODUCTION NO. 7: All correspondence between you and High
5 Desert or the Halavaises.

6 ANSWER TO REQUEST NO. 7: Goldstrike expressly incorporates by reference each of
7 the general objections set forth above. Goldstrike further objects to the extent that Bullion
8 requests documents that have already been produced, either by Newmont in the related litigation
9 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

10 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
11 requests documents that are neither relevant nor likely to lead to the discovery of relevant
12 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
13 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
14 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
15 correspondence between Goldstrike and High Desert or the Halavaises prior to May 3, 1999, is
16 irrelevant.

17 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
18 "All" correspondence between Goldstrike and High Desert or the Halavaises, without any
19 temporal limitations, which could encompass correspondence spanning more than three decades.
20 Goldstrike further objects that the request is overbroad, unduly burdensome, and oppressive
21 because it seeks "All" correspondence, irrespective of whether such correspondence is related to
22 any subject matter possibly relevant to this dispute.

23 In accordance with these clarifications, and subject to and without waiving the general
24 objections set forth above and the specific objections set forth herein, Goldstrike states that all
25 responsive documents, if any, were produced by Barrick Gold of North America in response to
26 the Subpoena, or may be produced as supplements to Goldstrike's initial disclosures in the near
27 future.

28

1 REQUEST FOR PRODUCTION NO. 8: All correspondence between you and Newmont
2 and/or High Desert relating to Mineral Interests owned by either Newmont or High Desert in the
3 Area of Interest.

4 ANSWER TO REQUEST NO. 8: Goldstrike expressly incorporates by reference each of
5 the general objections set forth above. Goldstrike further objects to the extent that Bullion
6 requests documents that have already been produced, either by Newmont in the related litigation
7 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

8 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
9 requests documents that are neither relevant nor likely to lead to the discovery of relevant
10 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
11 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
12 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
13 correspondence between Goldstrike and High Desert or Newmont prior to May 3, 1999, is not
14 relevant.

15 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
16 "All" correspondence between Goldstrike and High Desert or Newmont relating to certain
17 specified "Mineral Interests," without any temporal limitations, which could conceivably
18 encompass correspondence spanning more than three decades.

19 In accordance with these clarifications, and subject to and without waiving the general
20 objections set forth above and the specific objections set forth herein, Goldstrike states that
21 responsive documents may have been produced by Barrick Gold of North America in response to
22 the Subpoena or by Newmont in the related litigation, and that additional responsive documents
23 may be produced as supplements to Goldstrike's initial disclosures in the near future.

24 REQUEST FOR PRODUCTION NO. 9: All Agreements dated after July 10, 1990, by
25 which Barrick or High Desert acquired Mineral Interests in the Area of Interest from any third
26 party.

27 ANSWER TO REQUEST NO. 9: Goldstrike expressly incorporates by reference each of
28 the general objections set forth above. Goldstrike further objects to the extent that Bullion

1 requests documents that have already been produced, either by Newmont in the related litigation
2 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
3 the extent the request seeks documents that are publicly available and therefore equally accessible
4 to all parties.

5 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
6 requests documents that are neither relevant nor likely to lead to the discovery of relevant
7 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
8 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
9 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
10 agreements between Goldstrike and any other party prior to that date are irrelevant.

11 Goldstrike also objects that the request is overbroad and unduly burdensome because it
12 purports to require Goldstrike to produce agreements to which it was not a party, specifically
13 agreements "by which . . . High Desert acquired Mineral Interests in the Area of Interest." If any
14 such transactions occurred, Goldstrike was not itself involved in them and may not have any such
15 agreements in its current possession, custody, or control. Goldstrike will not undertake any
16 affirmative obligation to obtain agreements relating to High Desert's acquisitions in the Area of
17 Interest.

18 Goldstrike also objects that the request is overbroad, unduly burdensome, and oppressive
19 because it purports to require Goldstrike to produce "All" agreements concerning the acquisition
20 of certain interests within the Area of Interest, which covers approximately 64-square miles of
21 land spanning two different Nevada counties. In addition to the broad scope of the area covered
22 by the request, the request is overbroad and unduly burdensome because it requests any such
23 agreements from the past two decades.

24 In accordance with these clarifications, and subject to the general objections set forth
25 above and the specific objections set forth herein, Goldstrike responds by incorporating by
26 reference its Response to Request No. 1, *supra*, as if set forth herein. Additionally, responsive
27 documents may have been produced by Barrick Gold of North America in response to the
28

1 Subpoena or by Newmont in the related litigation, and additional responsive documents may be
2 produced as supplements to Goldstrike's initial disclosures in the near future.

3 REQUEST FOR PRODUCTION NO. 10: A list of all unpatented mining claims located
4 (staked) by Barrick in the Area of Interest after January 1, 1992, and the dates of location.

5 ANSWER TO REQUEST NO. 10: Goldstrike expressly incorporates by reference each
6 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
7 requests documents that have already been produced, either by Newmont in the related litigation
8 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
9 the extent the request seeks documents that are publicly available and therefore equally accessible
10 to all parties.

11 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
12 requests documents that are neither relevant nor likely to lead to the discovery of relevant
13 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
14 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
15 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
16 information about mining claims located by Goldstrike prior to May 3, 1999, is not relevant to
17 this dispute.

18 Goldstrike specifically objects that the request improperly attempts to require Goldstrike
19 to create a new document—"A list"—containing certain requested information. As a result, this
20 request appears to be an interrogatory masquerading as a document request and is an apparent
21 effort to avoid the limitations and restrictions on the use of interrogatories under the Federal
22 Rules of Civil Procedure, including, but not limited to, the limitation on the number of
23 interrogatories that may be propounded by any one party.

24 Subject to and without waiving the general objections set forth above and the specific
25 objections set forth herein, Goldstrike responds by noting that it is not aware of any "list of all
26 unpatented mining claims located (staked) by Barrick in the Area of Interest after January 1,
27 1992, and the dates of location" in its possession, custody, or control. Goldstrike further responds
28 that a summary of Goldstrike's acquisitions in the Area of Interest after May 3, 1999, has been

1 provided in Goldstrike's Answer to Interrogatory No. 2, which is expressly incorporated herein
2 by reference.

3 REQUEST FOR PRODUCTION NO. 11: In addition to the Agreements referenced
4 above, any Agreement to which Barrick is a party which references, includes, or in any way
5 affects those patented and unpatented mining claims referred to in Exhibit A-1 to the 1979
6 Agreement.

7 ANSWER TO REQUEST NO. 11: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
9 requests documents that have already been produced, either by Newmont in the related litigation
10 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
11 the extent the request seeks documents that are publicly available and therefore equally accessible
12 to all parties.

13 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
14 requests documents that are neither relevant nor likely to lead to the discovery of relevant
15 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
16 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
17 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
18 agreements prior to that date are irrelevant.

19 Goldstrike also objects that the request is overbroad, unduly burdensome, and oppressive
20 because it purports to require Goldstrike to produce "any" agreements that "reference, include, or
21 in any way affect[]," various patented and unpatented mining claims referenced in Exhibit A-1 to
22 the 1979 Agreement. In particular, the phrase "in any way affect[]" could include any agreements
23 that tangentially or remotely relate to such mining claims but which have no bearing on the issues
24 relevant to this dispute. Goldstrike also objects that the introductory qualifier "In addition to the
25 Agreements referenced above" is vague and ambiguous. It is not evident what "Agreements
26 referenced above" are included or intended given that the prior Requests discuss and identify a
27 large number of disparate agreements, and many of those agreements do not appear related to this
28 request whatsoever.

1 In accordance with these clarifications, and subject to and without waiving the general
2 objections set forth above and the specific objections set forth herein, Goldstrike responds that the
3 only agreement that Goldstrike is a party to that specifically and expressly references in any way
4 the mining claims listed in Exhibit A-1 to the 1979 Agreement is the Asset Exchange Agreement
5 entered into between Goldstrike and Newmont in 1999 and that copies of that agreement and
6 related documents have previously been produced in this litigation. *See* Response to Request No.
7 1, *supra*.

8 REQUEST FOR PRODUCTION NO. 12: In addition to the Agreements referenced
9 above, any Agreement to which Barrick is a party which references the 1979 Agreement.

10 ANSWER TO REQUEST NO. 12: Goldstrike expressly incorporates by reference each
11 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
12 requests documents that have already been produced, either by Newmont in the related litigation
13 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
14 the extent the request seeks documents that are publicly available and therefore equally accessible
15 to all parties.

16 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
17 requests documents that are neither relevant nor likely to lead to the discovery of relevant
18 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
19 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
20 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
21 agreements prior to that date are irrelevant.

22 Goldstrike also objects that the introductory qualifier "In addition to the Agreements
23 referenced above" is vague and ambiguous. It is not evident what "Agreements referenced
24 above" are included or intended given that the prior Requests discuss and identify a large number
25 of disparate agreements, and many of those agreements do not appear related to this request
26 whatsoever.

27 In accordance with these clarifications, and subject to and without waiving the general
28 objections set forth above and the specific objections set forth herein, Goldstrike responds that the

1 only agreement that Goldstrike is a party to that specifically and expressly references the 1979
2 Agreement is the Asset Exchange Agreement between Goldstrike and Newmont in 1999, which
3 has previously been produced in this litigation. *See* Response to Request No. 1, *supra*.

4 REQUEST FOR PRODUCTION NO. 13: In addition to the correspondence referenced
5 above, any correspondence sent by Barrick to any other party which references the 1979
6 Agreement.

7 ANSWER TO REQUEST NO. 13: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
9 requests documents that have already been produced, either by Newmont in the related litigation
10 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

11 Goldstrike also objects insofar as the request seeks documents protected by any applicable
12 privileges or protections. Specifically, any correspondence that Goldstrike sent to its legal
13 counsel, or any representative of its legal counsel, is protected by the attorney-client privilege and
14 will not be produced. Additionally, any correspondence that Goldstrike sent to counsel of a party
15 with which Goldstrike shared a common interest is also privileged and protected from discovery
16 and will not be produced. Furthermore, any correspondence about joint defense matters is
17 privileged and protected from discovery and will not be produced. To the extent Goldstrike
18 communicated any documents protected by the work-product doctrine in any correspondence
19 protected by any applicable privilege, such documents retain their protections under Rule 26(b)(3)
20 of the Federal Rules of Civil Procedure and will not be produced.

21 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
22 requests documents that are neither relevant nor likely to lead to the discovery of relevant
23 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
24 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
25 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
26 correspondence sent by Goldstrike prior to that date is irrelevant to this litigation.

27 Goldstrike also objects that the introductory qualifier "In addition to the correspondence
28 referenced above" is vague and ambiguous. It is not evident what "correspondence referenced

1 above” is included or intended given that the prior Requests discuss and identify numerous
2 categories of correspondence, and many of those categories of correspondence do not appear
3 related to this request whatsoever.

4 In accordance with these clarifications, and subject to and without waiving the general
5 objections set forth above and the specific objections set forth herein, Goldstrike states that it is
6 not currently aware of the existence of any correspondence between Goldstrike and any other
7 party relating to the 1979 Agreement, other than (1) correspondence between Goldstrike and its
8 legal counsel during the negotiation and due diligence period for the 1999 asset exchange
9 transaction (which communications are protected from discovery by the attorney-client privilege),
10 (2) correspondence between Goldstrike and its counsel in this lawsuit (which communications are
11 also protected from discovery by the attorney-client privilege and/or work-product doctrine), (3)
12 correspondence between Goldstrike and prior counsel for High Desert as part of the pending
13 litigation (which communications are also protected from discovery by the attorney-client
14 privilege and/or work-product doctrine), (4) correspondence between Goldstrike and/or its
15 counsel and counsel for Newmont relating to this lawsuit (which correspondence is protected
16 from discovery by the common-interest and/or joint-defense privileges), and (5) correspondence
17 between Goldstrike and/or its counsel and counsel for Bullion relating to this matter (which
18 correspondence is already in the possession and control of Bullion’s counsel). Goldstrike asserts
19 that insofar as there is any non-privileged correspondence between Goldstrike and any other party
20 relating to the 1979 Agreement, such correspondence has either already been produced by Barrick
21 Gold of North America in response to the Subpoena or by Newmont in the related litigation, or
22 will be included in supplements to Goldstrike’s initial disclosures which will be produced in the
23 near future.

24 REQUEST FOR PRODUCTION NO. 14: Any and all documents of any kind which
25 reflect the “Gross smelter return” as described in paragraph 4.E. of the 1979 Agreement payable
26 or paid to Barrick resulting from any mining activity in the Area of Interest from December 23,
27 1991 to the current date.

1 ANSWER TO REQUEST NO. 14: Goldstrike expressly incorporates by reference each
2 of the general objections set forth above.

3 Goldstrike objects that the request is vague, ambiguous, and unintelligible. Specifically,
4 the request seeks documents relating to a royalty described in the 1979 Agreement that is
5 “payable or paid *to*” Goldstrike. To the extent the request attributes a position to Goldstrike that
6 it has never taken, Goldstrike objects.

7 Goldstrike also objects that any such royalty exists whatsoever. The 1979 Agreement is
8 neither valid nor binding on any party, Goldstrike has never assumed an obligation to pay any
9 royalties under the 1979 Agreement, and Goldstrike has never claimed any entitlement to be paid
10 any royalties under the 1979 Agreement. *See* Goldstrike’s Answers to Interrogatories Nos. 3, 4,
11 14 and 15, which are expressly incorporated by reference as if set forth herein.

12 Goldstrike objects that the term “reflect” is vague, ambiguous, and otherwise undefined.
13 Goldstrike interprets the term “reflect” to mean “expressly reference.”

14 In accordance with these clarifications, and subject to the general objections set forth
15 above and the specific objections set forth herein, Goldstrike responds that it is not now and has
16 never been liable to pay to any party, nor is it entitled to receive from any party, any royalty under
17 the 1979 Agreement. Thus, Goldstrike is not aware of any documents in its possession, custody,
18 or control that expressly reference the “‘Gross smelter return’ as described in paragraph 4.E. of
19 the 1979 Agreement” that is (or was) “payable or paid to” Goldstrike.

20 REQUEST FOR PRODUCTION NO. 15: For each mine within the Area of Interest
21 acquired by High Desert or Barrick after July 10, 1990, which has been under production at
22 anytime between January, 1992, and the current date, please provide the following:

23 (a) Daily production records, including the location of the production, the tonnage of
24 ore produced from each location and the grade of ore produced from each location.

25 (b) Resource models, if any, which include grade, blocks, and resource category,
26 whether that category be “proven”, “probable”, “inferred” or “mineralized material”.

27 (c) Reserve models.
28

1 (d) Metallurgical test work, both original before mining and any done during
2 production.

3 (e) All documents showing projected and actual gold recoveries for each block of ore.

4 (f) All documents showing or describing the mining segregation methods used for
5 material mined, including how ore is defined and mined, what is done with material that is
6 mineralized but low grade (sub-ore) but above waste cut-offs, and waste.

7 ANSWER TO REQUEST NO. 15: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike also objects to the extent the request seeks
9 documents that are publicly available and therefore equally accessible to all parties.

10 Goldstrike specifically objects that the request as a whole is overbroad and unduly
11 burdensome insofar as it requests documents that are neither relevant nor likely to lead to the
12 discovery of relevant evidence in this matter. As explained further in Goldstrike's Answer to
13 Interrogatory No. 2, which is expressly incorporated by reference herein, Goldstrike did not
14 become the corporate successor to Barrick HD, which was the successor to High Desert, until
15 May 3, 1999. Therefore, any documents prior to that date are irrelevant and will not be produced.

16 Goldstrike also objects that this request as a whole is overbroad, unduly burdensome, and
17 oppressive because it seeks "All" documents within certain enumerated categories. The
18 categories identified in this request are extraordinarily broad, and Goldstrike often maintains
19 information possibly falling within these categories in numerous forms and in numerous places.
20 It would be unreasonably onerous and burdensome for Goldstrike to identify, gather, and produce
21 all forms of such information from all sources when one form would suffice for Bullion's
22 purposes in this lawsuit. Goldstrike has endeavored in good faith to obtain and produce
23 documents containing the information that Bullion appears to seek through the various categories
24 of requested documents but will not undertake the obligation to produce every single document in
25 Goldstrike's possession that might contain such information in some alternative form.

26 Goldstrike also objects that the phrase "each mine within the Area of Interest" is vague,
27 ambiguous, and otherwise undefined. Goldstrike does not necessarily maintain its documents and
28 records by "mine," as the term appears to be used by Bullion's request. Specifically, many of

1 Goldstrike's records are divided between different areas of mining activity, at varying levels of
2 specificity. In this regard, Goldstrike hereby incorporates by reference its Answer to
3 Interrogatory No. 11, which is incorporated herein by reference as if set forth herein.

4 Additionally, Goldstrike objects to the extent Bullion requests documents that are only
5 maintained in electronic form and which are not reasonably accessible because of undue burden
6 or expense. Goldstrike has undertaken a good-faith effort to obtain information from numerous
7 electronically stored sources, including sources that are no longer in "active" use. However,
8 some electronically stored information is no longer reasonably accessible without undue burden
9 or cost, and will not be produced.

10 Subject to and without waiving the general objections set forth above and the specific
11 objections set forth herein, Goldstrike responds and objects to each discrete subpart of Request
12 No. 15 as follows:

13 (a) Goldstrike objects to the terms "Daily production records," "tonnage of ore," and
14 "grade of ore" as used in Request No. 15(a) because they are vague, ambiguous, and otherwise
15 undefined. Goldstrike does not maintain "daily production records" as Bullion appears to use that
16 term. Goldstrike will not attempt to speculate about the meaning that Bullion intended for these
17 terms.

18 In accordance with these clarifications, and subject to and without waiving the general
19 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
20 will produce concurrently herewith several different forms of production records from various
21 areas of Goldstrike's mining activity. These documents, as well as others responsive to these
22 Requests and to Bullion's Interrogatories, are control labeled with the prefix "BAR."

23 Goldstrike specifically notes that such records, which are produced as they are maintained
24 in the ordinary course of business, include production information from areas acquired both
25 before and after July 10, 1990, as well as areas acquired both before and after May 3, 1999.
26 Some production records that Goldstrike will produce differentiate production from various areas
27 of mining activity based on certain designated characteristics. By providing production records
28 from areas of mining activity acquired before May 3, 1999, Goldstrike does not intend to imply

1 that they are relevant to this dispute or that such areas of mining activity are in anyway subject to
2 Bullion's claims in this litigation. Production from areas acquired prior to May 3, 1999 has no
3 relevance to this lawsuit, and Goldstrike reserves the right to object to the admissibility of such
4 information at any trial or other proceeding, and reserves the right to oppose any further request
5 for information relating to such prior production. *See* Goldstrike's Answer to Interrogatory No.
6 11, which is incorporated herein by reference as if set forth herein.

7 (b) and (c) Goldstrike objects to the terms "Resource models," "grade," "blocks,"
8 "resource category," "proven," "probable," "inferred," "mineralized material," and "Reserve
9 models" as used in Request Nos. 15(b) and 15(c) because they are vague, ambiguous, and
10 otherwise undefined. Goldstrike will not attempt to speculate about the meaning that Bullion
11 intended for these terms.

12 In accordance with these clarifications, and subject to and without waiving the general
13 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
14 will produce documents containing several different forms of reserve and resource information.
15 These documents, as well as others responsive to these Requests and to Bullion's Interrogatories,
16 are control labeled with the prefix "BAR." Goldstrike notes that reserve and resource information
17 is also available from various publicly available sources, including publicly available portions of
18 Barrick Gold Corporation's website, as well as from publicly available databases maintained by
19 U.S. (EDGAR) and Canadian (SEDAR) regulatory authorities.

20 As before, Goldstrike notes that the documents produced in response to Request Nos.
21 15(b) and/or 15(c) are produced as they are maintained in the ordinary course of business and
22 may include resource and reserve information from areas acquired both before and after July 10,
23 1990, as well as areas acquired both before and after May 3, 1999. By providing resource and
24 reserve information from areas of mining activity acquired before May 3, 1999, Goldstrike does
25 not intend to imply that they are relevant to this dispute or that such areas of mining activity are in
26 anyway subject to Bullion's claims in this litigation. Resource and reserve information from
27 areas acquired prior to May 3, 1999 has no relevance to this lawsuit, and Goldstrike reserves the
28 right to object to the admissibility of such information at any trial or other proceeding, and

1 reserves the right to oppose any further request for information relating to such resources and
2 reserves. *See* Goldstrike's Answer to Interrogatory No. 11, which is incorporated herein by
3 reference as if set forth herein.

4 (d) Goldstrike objects to the term "Metallurgical test work" as used in Request No.
5 15(d) because it is vague, ambiguous, and otherwise undefined. Goldstrike will not attempt to
6 speculate about the meaning that Bullion intended for this term.

7 Goldstrike also objects to the request insofar as it purports to require Goldstrike to
8 produce responsive information in multiple forms from multiple sources. A complete and
9 exhaustive production of all metallurgical test data would be prohibitively voluminous because it
10 can only be produced in a form in which the vast majority of the information and data provided
11 would not be relevant to Bullion's claims. In particular, one database contains the results of
12 metallurgical testing on materials from mines around the world that are owned by other Barrick
13 Gold Corporation subsidiaries. It would be unduly burdensome and tremendously expensive for
14 Goldstrike to search, identify, and retrieve from this database only the test results relating to
15 mining claims acquired by Goldstrike on or after May 3, 1999, or even just the test results relating
16 to Goldstrike after May 3, 1999.

17 In accordance with these clarifications, and subject to and without waiving the general
18 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
19 will produce several forms of metallurgical test information. These documents, as well as others
20 responsive to these Requests and to Bullion's Interrogatories, are control labeled with the prefix
21 "BAR."

22 As before, Goldstrike specifically notes that the documents produced in response to
23 Request No. 15(d) will be produced as they are maintained in the ordinary course of business and
24 may include metallurgical test information from areas acquired both before and after July 10,
25 1990, as well as areas acquired both before and after May 3, 1999. By providing metallurgical
26 test information from areas of mining activity acquired before May 3, 1999, Goldstrike does not
27 intend to imply that they are relevant to this dispute or that such areas of mining activity are in
28 anyway subject to Bullion's claims in this litigation. Metallurgical test information from areas

1 acquired prior to May 3, 1999 has no relevance to this lawsuit, and Goldstrike reserves the right
2 to object to the admissibility of such information at any trial or other proceeding, and reserves the
3 right to oppose any further request for information relating to such metallurgical test work. *See*
4 Goldstrike's Answer to Interrogatory No. 11, which is incorporated herein by reference as if set
5 forth herein.

6 (e) Goldstrike objects to the terms "projected gold recoveries," "actual gold
7 recoveries," and "block of ore" as they are used in Request No. 15(e) because they are vague,
8 ambiguous, and otherwise undefined. Goldstrike will not attempt to speculate about the meaning
9 that Bullion intended for these terms.

10 In accordance with these clarifications, and subject to and without waiving the general
11 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
12 will produce information related to recovery rates and predicted recovery curves, among other
13 information that may be responsive to this request. These documents, as well as others
14 responsive to these Requests and to Bullion's Interrogatories, are control labeled with the prefix
15 "BAR."

16 As before, Goldstrike specifically notes that the documents produced in response to
17 Request No. 15(e) will be produced as they are maintained in the ordinary course of business and
18 may include information related to recovery rates and predicted recovery curves from areas
19 acquired both before and after July 10, 1990, as well as areas acquired both before and after May
20 3, 1999. By providing information related to recovery rates and predicted recovery curves from
21 areas of mining activity acquired before May 3, 1999, Goldstrike does not intend to imply that
22 they are relevant to this dispute or that such areas of mining activity are in anyway subject to
23 Bullion's claims in this litigation. Documents and information about recovery rates and predicted
24 recovery curves from areas acquired prior to May 3, 1999, have no relevance to this lawsuit, and
25 Goldstrike reserves the right to object to the admissibility of such information at any trial or other
26 proceeding, and reserves the right to oppose any further request for information relating to such
27 recovery rates and predicted recovery curves. *See* Goldstrike's Answer to Interrogatory No. 11,
28 which is incorporated herein by reference as if set forth herein.

1 (f) Goldstrike objects to the terms “mining segregation methods,” “mineralized,”
2 “waste cut-offs,” and to the phrases “how ore is defined and mined” and “what is done with
3 material that is mineralized but low grade,” as used in Request No. 15(f) because they are vague,
4 ambiguous, and otherwise undefined. Goldstrike will not attempt to speculate about the meaning
5 that Bullion intended for these terms and phrases.

6 In accordance with these clarifications, and subject to and without waiving the general
7 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
8 will produce documents relating to, among other things, ore tracking and cut-off grades. These
9 documents, as well as others responsive to these Requests and to Bullion’s Interrogatories, are
10 control labeled with the prefix “BAR.”

11 As before, Goldstrike specifically notes that the documents produced in response to
12 Request No. 15(f) will be produced as they are maintained in the ordinary course of business and
13 may include information relating to ore tracking and cut-off grades from areas acquired by
14 Goldstrike well before May 3, 1999, including areas Goldstrike acquired prior to July 10, 1990.
15 By providing documents relating to ore tracking and cut-off grades from areas of mining activity
16 acquired before May 3, 1999, Goldstrike does not intend to imply that they are relevant to this
17 dispute or that such areas of mining activity are in anyway subject to Bullion’s claims in this
18 litigation. Documents and information about ore tracking and cut-off grades relating to areas
19 acquired prior to May 3, 1999, have no relevance to this lawsuit, and Goldstrike reserves the right
20 to object to the admissibility of such information at any trial or other proceeding, and reserves the
21 right to oppose any further request for information relating to such ore tracking and cut-off
22 grades. *See* Goldstrike’s Answer to Interrogatory No. 11, which is incorporated herein by
23 reference as if set forth herein.

24 REQUEST FOR PRODUCTION NO. 16: Please produce all documents listed in Exhibit
25 H at Bates numbers Newmont 5124-5132.

26 ANSWER TO REQUEST NO. 16: Goldstrike expressly incorporates by reference each
27 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
28 requests documents that have already been produced, either by Newmont in the related litigation

1 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
2 the extent the request seeks documents that are publicly available and therefore equally accessible
3 to all parties.

4 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
5 requests documents that are neither relevant nor likely to lead to the discovery of relevant
6 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
7 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
8 successor to Barrick HD, which was the successor to High Desert, until May 3, 1999. Therefore,
9 any documents related to events prior to that date are not relevant to this litigation.

10 Subject to and without waiving the general objections set forth above and the specific
11 objections set forth herein, Goldstrike responds and objects to each discrete subpart of Exhibit H
12 as follows:

13 The following documents, which are given the specified numbers on the document control
14 labeled NEWMONT5124-32, are publicly available documents and are equally accessible to all
15 parties: 6 through 11, 13 through 24, 27, and 33. Goldstrike notes further, however, that many of
16 these documents have already been produced by Barrick Gold of North America in response to
17 the Subpoena, or by Bullion and/or Newmont in the related litigation.

18 The following documents, which are given the specified numbers on the document control
19 labeled NEWMONT5124-32, are subject to claims of privilege and will not be produced: 1 and 2,
20 4 and 5, 35 and 36, 43, the first document described in 44, 52, 86 and 87. Goldstrike specifically
21 notes that several of these documents were the subject of Goldstrike's motion for a protective
22 order in the related in Newmont litigation, which the Court granted.

23 The following documents, which are given the specified numbers on the document control
24 labeled NEWMONT5124-32, are, to the best of Goldstrike's current knowledge, information, and
25 belief, not in the possession, custody, or control of Goldstrike: 28, 53, 56, 58, and 85.

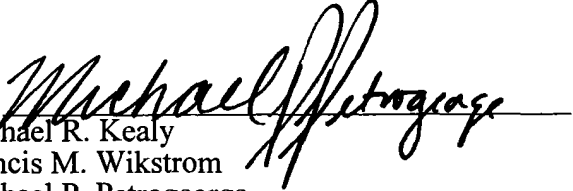
26 The following documents, which are given the specified numbers on the document control
27 labeled NEWMONT5124-32, have already been produced, either by Barrick Gold of North
28

1 America in response to the Subpoena, or by Bullion and/or Newmont in the related litigation: 3,
2 12, 51, 59 through 61, 63 through 65, 67, and 70 through 84.

3 The following documents, which are given the specified numbers on the document control
4 labeled NEWMONT5124-32, will be as supplements to Goldstrike's initial disclosures in the near
5 future: 25 and 26, 29 through 32, 34, 37 through 42, the second document described in 44, 45
6 through 50, 54 and 55, 57, 62, 66, 68 and 69.

7
8 Dated: April 5, 2010

PARSONS BEHLE & LATIMER

9
10 By: 
11 Michael R. Kealy
12 Francis M. Wikstrom
13 Michael P. Petrogeorge
14 Brandon J. Mark
15 *Attorneys for Barrick Goldstrike Mines Inc.*

CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Parsons Behle & Latimer, and that on this 5th day of April, 2010, I caused to be mailed, via U.S. Mail, postage prepaid, a true and correct copy of **BARRICK GOLDSTRIKE MINES INC.'S RESPONSES TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS [SET ONE]**, to the following:

Clayton P. Brust, Esq.
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503

By:

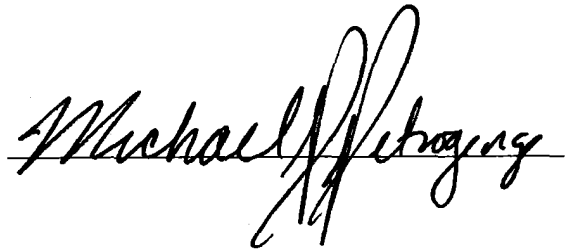


EXHIBIT 3

**Barrick's First Supplemental
Responses to Plaintiff's Request
for Production of Documents**

EXHIBIT 3

RECEIVED

JUL 06 2010

1 PARSONS BEHLE & LATIMER

2 Michael R. Kealy (Nevada Bar No. 0971)
 3 50 West Liberty Street, Suite 750
 4 Reno, NV 89501
 Telephone: (775) 323-1601
 Facsimile: (775) 348-7250

5 Francis M. Wikstrom (Utah Bar No. 3462; admitted *pro hac vice*)
 6 Michael P. Petrogeorge (Utah Bar No. 8870; admitted *pro hac vice*)
 7 Brandon Mark (Utah Bar No. 10439; admitted *pro hac vice*)
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10 *Attorneys for Barrick Goldstrike Mines Inc.*

11
 12 IN THE UNITED STATES DISTRICT COURT
 13 FOR THE DISTRICT OF NEVADA

15 BULLION MONARCH MINING, INC.,

16 Plaintiff,

17 v.

18 BARRICK GOLDSTRIKE MINES INC., *et*
 19 *al.*,

20 Defendants.

Case No. CV-N-09-00612-ECR-VPC

**BARRICK GOLDSTRIKE MINES
 INC.'S FIRST SUPPLEMENTAL
 RESPONSES TO PLAINTIFF'S
 REQUEST FOR PRODUCTION OF
 DOCUMENTS [SET ONE]**

21 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure ("FRCP"), defendant
 22 Barrick Goldstrike Mines Inc. ("Goldstrike") hereby objects and responds to plaintiff Bullion
 23 Monarch Mining, Inc.'s ("Bullion") first set of requests for production of documents served on
 24 Goldstrike on or about February 24, 2010 (hereinafter, the "Requests").

25 **GENERAL OBJECTIONS**

26 1. Goldstrike objects to the Requests to the extent that the documents sought have
 27 been previously produced or provided to Bullion or its counsel by Newmont in related litigation,
 28

1 in response to a subpoena *duces tecum* that Bullion issued to Barrick Gold of North America Inc.
2 in 2009 (the "Subpoena"), and/or as part of Goldstrike's own initial disclosures.

3 2. Goldstrike bases its responses and objections to the Requests on currently known
4 and available information. Goldstrike will amend or supplement its responses to the extent
5 required by Rule 26 of the Federal Rules of Civil Procedure if additional information is
6 discovered.

7 3. Goldstrike objects to the Requests to the extent that the documents sought therein
8 are publicly available records that are equally available to both Goldstrike and Bullion.

9 4. Goldstrike objects to the Requests insofar as they seek documents that are not
10 relevant or reasonably calculated to lead to the discovery of admissible evidence in this matter.

11 5. Goldstrike objects to the Requests to the extent they are overbroad, vague,
12 ambiguous, compound, complex, unduly burdensome, or oppressive in the amount, scope, or
13 format of information or documents requested.

14 6. Goldstrike objects to the Requests insofar as they seek to impose burdens on
15 Goldstrike that are inconsistent with or in addition to its discovery obligations as set forth in
16 Rules 26 and 34 of the Federal Rules of Civil Procedure.

17 7. Goldstrike objects to each Request to the extent that it seeks disclosure of
18 information that would violate rights of privacy and other statutorily or judicially recognized
19 protections and privileges, confidentiality agreements, or court orders restricting dissemination of
20 information, or result in disclosure of materials prepared in anticipation of litigation or
21 confidential settlement discussions.

22 8. Goldstrike objects to the Requests to the extent that they seek information and
23 documents protected from discovery by the attorney-client privilege, the work-product doctrine,
24 the common-interest privilege, the joint-defense privilege, or other applicable privileges or
25 immunities. Goldstrike will not knowingly produce documents that are subject to any applicable
26 privileges or protections. Goldstrike does not waive but rather intends to preserve and is
27 preserving the attorney-client privilege, the work-product protection, the common-interest
28 privilege, the joint-defense privilege, and every other privilege or protection with respect to all

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1 information and each and every document protected by any such privilege or protection. If any
2 privileged or protected information or document is inadvertently disclosed by Goldstrike at
3 anytime, Goldstrike requests that Bullion and its counsel immediately return to Goldstrike's
4 counsel all documents, copies, and other media that refer to or reflect in any way such
5 inadvertently disclosed information, pursuant to the terms of the Protective Order entered in this
6 matter.

7 9. Goldstrike objects to the "Preliminary Definitions and Instructions" set forth on
8 pages 1-3 of the Requests insofar as they seek to impose burdens on Goldstrike that are
9 inconsistent with, or in addition to, Goldstrike's obligations as set forth in Rules 26 and/or 34 of
10 the Federal Rules of Civil Procedure. Goldstrike specifically objects that the phrase "related
11 affiliates," which Bullion used in several definitions, is vague, ambiguous, and otherwise
12 undefined. Bullion does not limit the phrase in any way and does not provide examples of who or
13 what constitutes a related affiliate. In particular, Goldstrike notes that it is the corporate successor
14 of Barrick HD, Inc. ("Barrick HD"), formerly known as High Desert Mineral Resources of
15 Nevada, Inc. ("High Desert"). Goldstrike is not the corporate successor to any of High Desert's
16 other related affiliates, therefore, Goldstrike does not have possession, custody, or control of any
17 documents belonging to any such related affiliates. If Bullion intends for the phrase "related
18 affiliates" to mean any person or entity related in any way to Newmont, Goldstrike, or High
19 Desert, then the definitions are overbroad and any Requests employing the defined terms are
20 unduly burdensome. Specifically, Goldstrike will interpret (1) the term "Barrick" to mean and
21 refer solely to defendant Barrick Goldstrike Mines Inc., (2) the term "High Desert" to mean and
22 refer solely to High Desert Mineral Resources of Nevada, Inc., and (3) the term "Newmont" to
23 collectively refer to Newmont USA Limited and Newmont Mining Corporation.

24 Goldstrike also objects that the definition for the term "Mineral Interests" is vague and
25 ambiguous, specifically the term "unpatented mining claim" is not further defined. Bullion fails
26 to specify whether it refers to unpatented lode mining claims, unpatented mill site claims, or both.
27 For purposes of responding to these Requests, Goldstrike will assume that Bullion only seeks
28 documents relating to unpatented lode mining claims, as those are the only mining claims with

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1 any apparent relevancy to the pending dispute.

2 10. Goldstrike objects to the Requests insofar as they fail to adequately define the term
3 "you." For purposes of responding to the Requests, Goldstrike interprets the term "you" to refer
4 only to the named defendant in this action, Barrick Goldstrike Mines Inc., and not to any other
5 entity.

6 11. Goldstrike does not in any manner waive or intend to waive, but rather intends to
7 preserve and is preserving, (1) all objections as to competency, relevancy, materiality, and
8 admissibility; (2) all objections to the use of any of the responses herein or the submission of any
9 documents produced in response hereto in any proceeding, motion, hearing, or the trial in this or
10 any other action; and (3) all objections to any further discovery or request involving or related to
11 any of the Requests. The supplying of any information or document in response to the Requests
12 does not constitute an admission by Goldstrike that such information is relevant, admissible, or
13 material to any of the issues in this action, and Goldstrike reserves the right to object to any
14 further inquiry with respect to any subject matter at any time.

15 12. Goldstrike incorporates each of the foregoing general objections into each and
16 every response below as if specifically and fully set forth therein. A republication or restatement,
17 in whole or in part, of any one or more of the foregoing general objections in response to a
18 specific Request is not intended to waive and does not waive an objection not otherwise stated.

19 **SPECIFIC OBJECTIONS AND ANSWERS**

20 **REQUEST FOR PRODUCTION NO. 1:** All documents evidencing any transactions set
21 forth in your response to interrogatory number 2 served herewith.

22 **ANSWER TO REQUEST NO. 1:** Goldstrike expressly incorporates by reference each of
23 the general objections set forth above. Goldstrike specifically objects to Request No. 1 to the
24 extent that Bullion requests documents that have already been produced, either by Newmont in
25 the related litigation or by Barrick Gold of North America Inc. pursuant to the Subpoena issued in
26 2009. Goldstrike also objects to the extent the Request seeks documents that are publicly
27 available and therefore equally accessible to all parties.

1 Goldstrike specifically objects that the phrase “transactions set forth in your response to
2 interrogatory number 2 served herewith” is vague and ambiguous because Bullion’s Interrogatory
3 No. 2 does not relate to any “transactions.” Instead, Interrogatory No. 2 requests information
4 about “unpatented mining claims and fee land located or otherwise acquired by” High Desert or
5 Goldstrike. Goldstrike will interpret this request to seek documents relating to Goldstrike’s or
6 High Desert’s acquisition of the “unpatented mining claims and fee land” identified in
7 Goldstrike’s Answer to Interrogatory No. 2. Because Bullion’s request refers to its Interrogatory
8 No. 2, Goldstrike further incorporates by reference all objections, limitations, and clarifications
9 set forth in its Answer to Interrogatory No. 2 as if specifically set forth herein.

10 In accordance with these clarifications, and subject to and without waiving any of the
11 foregoing general objections set forth above and the specific objections set forth herein,
12 Goldstrike responds that the following documents may be responsive to Bullion’s request:
13 BGBM00785-802; BGBM004829-41; BGBM005936-84; BGBM006358-541; BGBM006157-
14 279; BGBM007963-8025; BGBM008026-36; BAR043773-83; BAR043822-26; BAR043811-15;
15 BAR043816-21; BAR043801-05; and BAR043806-10. The documents marked with the “BAR”
16 prefix are being produced simultaneously herewith. Additional responsive documents may have
17 already been produced by Barrick Gold of North America Inc. in response to the Subpoena, or
18 they may be produced as a supplement to Goldstrike’s initial disclosures in the near future.

19 REQUEST FOR PRODUCTION NO. 2: All documents evidencing any transactions set
20 forth in your response to interrogatory number 3 served herewith.

21 ANSWER TO REQUEST NO. 2: Goldstrike expressly incorporates by reference each of
22 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
23 requests documents that have already been produced, either by Newmont in the related litigation
24 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
25 the extent the request seeks documents that are publicly available and therefore equally accessible
26 to all parties.

27 Goldstrike specifically objects that the phrase “transactions set forth in your response to
28 interrogatory number 3 served herewith” is vague and ambiguous because Bullion’s Interrogatory
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1 No. 3 does not relate to any “transactions.” Instead, Interrogatory No. 3 requests that Goldstrike
2 “state each and every reason why Barrick” disputes its liability to Bullion with respect to certain
3 claims. Although Interrogatory No. 3 refers to “land acquired by Barrick from High Desert,” if
4 the word “transactions” is interpreted to refer to the acquisition of unpatented mining claims and
5 fee land from High Desert, then this request asks for a subset of the documents already sought
6 through Request No. 1. Because Bullion’s request refers to its Interrogatory No. 3, Goldstrike
7 further incorporates by reference all objections, limitations, and clarifications set forth in its
8 Answer to Interrogatory No. 3 as if fully set forth herein.

9 In accordance with these clarifications, and subject to and without waiving the general
10 objections set forth above and the specific objections set forth herein, Goldstrike responds by
11 incorporating by reference its Response to Request No. 1, *supra*, as if fully set forth herein.

12 REQUEST FOR PRODUCTION NO. 3: All documents by which you or High Desert
13 acquired any interest in any unpatented mining claims or fee land after July 10, 1990, within the
14 Area of Interest.

15 ANSWER TO REQUEST NO. 3: Goldstrike expressly incorporates by reference each of
16 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
17 requests documents that have already been produced, either by Newmont in the related litigation
18 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
19 the extent the request seeks documents that are publicly available and therefore equally accessible
20 to all parties.

21 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
22 it seeks documents that are neither relevant nor likely to lead to the discovery of relevant
23 evidence in this matter. As explained further in Goldstrike’s Answer to Interrogatory No. 2,
24 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
25 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
26 documents relating to mining claims or fee lands acquired by Goldstrike prior to that date are
27 irrelevant.

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1 In accordance with these clarifications, and subject to and without waiving the general
2 objections set forth above and the specific objections set forth herein, Goldstrike responds by
3 noting that this request seeks a subset of the documents sought by Request No. 1 and therefore
4 incorporates by reference its Response to Request No. 1, *supra*, as if fully set forth herein.

5 REQUEST FOR PRODUCTION NO. 4: All agreements between you and High Desert.

6 ANSWER TO REQUEST NO. 4: Goldstrike expressly incorporates by reference each of
7 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
8 requests documents that have already been produced, either by Newmont in the related litigation
9 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
10 the extent the request seeks documents that are publicly available and therefore equally accessible
11 to all parties.

12 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
13 it requests documents that are neither relevant nor likely to lead to the discovery of relevant
14 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
15 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
16 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
17 documents relating to agreements between Goldstrike and any other party prior to that date are
18 irrelevant.

19 Goldstrike also objects that the request is overbroad and unduly burdensome because it
20 seeks "All" agreements between Goldstrike and High Desert, without any temporal limitations
21 and regardless of whether such agreements pertain to any subject matter potentially relevant to
22 this dispute.

23 In accordance with these clarifications, and subject to and without waiving the general
24 objections set forth above and the specific objections set forth herein, Goldstrike responds that, to
25 the best of its current knowledge, information, and belief, there have not been any agreements
26 between Goldstrike and High Desert since May 3, 1999. As noted above and in Goldstrike's
27 Answer to Interrogatory No. 2, Goldstrike merged with Barrick HD formerly known as High
28 Desert, a subsidiary of Barrick Gold. Goldstrike did not merge directly with High Desert. The

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1 documents relating to the merger transaction were identified in Goldstrike's Response to Request
2 No. 1, *supra*, which is expressly incorporated by reference herein.

3 REQUEST FOR PRODUCTION NO. 5: All agreements between you and/or any
4 company affiliated with Newmont Gold Company dated after December 23, 1991.

5 ANSWER TO REQUEST NO. 5: Goldstrike expressly incorporates by reference each of
6 the general objections set forth above. Goldstrike specifically objects to the extent that Bullion
7 requests documents that have already been produced, either by Newmont in the related litigation
8 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
9 the extent the request seeks documents that are publicly available and therefore equally accessible
10 to all parties. Goldstrike also objects that the request is vague, ambiguous, and unintelligible,
11 specifically the phrase "between you and/or any company."

12 Goldstrike further objects that the request is overbroad and unduly burdensome insofar as
13 it requests documents that are neither relevant nor likely to lead to the discovery of relevant
14 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
15 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
16 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
17 documents relating to agreements between Goldstrike and any other party prior to that date are
18 irrelevant.

19 Goldstrike also objects that the request is overbroad and unduly burdensome because it
20 seeks "All" agreements between Goldstrike and multiple other entities, regardless of whether
21 such agreements pertain to any subject matter relevant to this dispute. The request is so broadly
22 worded that it would require Goldstrike to provide documents about transactions and dealings
23 with Newmont or its related companies that have nothing to do with the acquisition or disposition
24 of any mining claims or fee lands within the Area of Interest, or the production of minerals from
25 such claims, and therefore have absolutely no bearing on this litigation. Goldstrike has entered
26 into numerous agreements and arrangements with Newmont or its related companies over its
27 years in operation, including but not limited to easement and right-of-way agreements, joint
28 operating agreements, dewatering agreements, etc. None of these agreements has any bearing on

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1 any of the issues raised in this litigation. Goldstrike will not provide documents relating to
2 agreements and arrangements with Newmont or its related companies that have no possible
3 bearing on the issues raised in this case.

4 Furthermore, Goldstrike objects that the phrase "any company affiliated with Newmont
5 Gold Company" is vague, ambiguous, and otherwise undefined. If Bullion intends for the phrase
6 to mean any company affiliated in any way with Newmont, then the request is overbroad and
7 unduly burdensome because it would extend to dozens, if not hundreds, of companies with which
8 Newmont has had a relationship of any kind at any time during the past two decades.

9 In accordance with these clarifications, and subject to and without waiving the general
10 objections set forth above and the specific objections set forth herein, Goldstrike responds that the
11 only agreements possibly relevant to these proceedings relate to the 1999 asset exchange with
12 Newmont, which closed on May 3, 1999, and any subsequent agreements between Goldstrike and
13 Newmont relating to the acquisition of properties in the Area of Interest after that date. *See*
14 *Answers to Interrogatories Nos. 2 and 10*, which are expressly incorporated herein by reference.
15 Copies of the documents relating to this asset exchange, which have been previously produced,
16 may be found at BGBM004829-41; BGBM007963-8025; and BGBM008026-36. Documents
17 relating to subsequent agreements, which are being produced herewith, include, without
18 limitation, BAR043801-05; BAR043806-10; BAR043773-83; and BAR043822-26. Responsive
19 documents may have also been produced by Barrick Gold of North America in response to the
20 Subpoena, or may be produced in supplements to Goldstrike's initial disclosures in the near
21 future.

22 REQUEST FOR PRODUCTION NO. 6: All agreements between you and any other
23 person or entity regarding the Area of Interest.

24 ANSWER TO REQUEST NO. 6: Goldstrike expressly incorporates by reference each of
25 the general objections set forth above. Goldstrike further objects to the extent that Bullion
26 requests documents that have already been produced, either by Newmont in the related litigation
27 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
28

1 the extent the request seeks documents that are publicly available and therefore equally accessible
2 to all parties.

3 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
4 requests documents that are neither relevant nor likely to lead to the discovery of relevant
5 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
6 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
7 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
8 documents relating to agreements between Goldstrike and any other party prior to that date are
9 irrelevant.

10 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
11 "All" agreements between Goldstrike and any other parties, without any temporal limitations,
12 which could require the production of agreements spanning more than three decades. Goldstrike
13 will interpret the request to relate only to agreements on limited subject matter (see next
14 paragraph) entered into by Goldstrike on or after May 3, 1999.

15 Goldstrike also objects that the phrase "regarding the Area of Interest" is vague,
16 ambiguous, and otherwise undefined. To the extent Bullion intended this phrase to cover any
17 agreements relating in any way to the Area of Interest as that term is defined by Bullion, the
18 request is overbroad, unduly burdensome, and oppressive. The Area of Interest covers
19 approximately 64-square miles of land in two different Nevada counties, including an area in
20 which Goldstrike conducts extensive mining, milling, and exploration activities. Such request
21 could conceivably include, for example, contracts with various service providers, employment
22 contracts, contracts relating to water and power, and innumerable other contracts and agreements
23 that are irrelevant to this dispute. Goldstrike will interpret the phrase "regarding the Area of
24 Interest" to mean agreements that expressly refer to land acquisitions within the area covered by
25 the Area of Interest.

26 In accordance with these clarifications, and subject to and without waiving the general
27 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
28 is not currently aware of any agreements, other than those identified in response to Request Nos.

1 1, 4, and 5, above, with any other party relating to land acquisitions within the area covered by
2 the Area of Interest.

3 REQUEST FOR PRODUCTION NO. 7: All correspondence between you and High
4 Desert or the Halavaises.

5 ANSWER TO REQUEST NO. 7: Goldstrike expressly incorporates by reference each of
6 the general objections set forth above. Goldstrike further objects to the extent that Bullion
7 requests documents that have already been produced, either by Newmont in the related litigation
8 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

9 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
10 requests documents that are neither relevant nor likely to lead to the discovery of relevant
11 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
12 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
13 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
14 correspondence between Goldstrike and High Desert or the Halavaises prior to May 3, 1999, is
15 irrelevant.

16 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
17 "All" correspondence between Goldstrike and High Desert or the Halavaises, without any
18 temporal limitations, which could encompass correspondence spanning more than three decades.
19 Goldstrike further objects that the request is overbroad, unduly burdensome, and oppressive
20 because it seeks "All" correspondence, irrespective of whether such correspondence is related to
21 any subject matter possibly relevant to this dispute.

22 In accordance with these clarifications, and subject to and without waiving the general
23 objections set forth above and the specific objections set forth herein, Goldstrike states that all
24 responsive documents, if any, were produced by Barrick Gold of North America in response to
25 the Subpoena, or may be produced as supplements to Goldstrike's initial disclosures in the near
26 future.

27
28

1 REQUEST FOR PRODUCTION NO. 8: All correspondence between you and Newmont
2 and/or High Desert relating to Mineral Interests owned by either Newmont or High Desert in the
3 Area of Interest.

4 ANSWER TO REQUEST NO. 8: Goldstrike expressly incorporates by reference each of
5 the general objections set forth above. Goldstrike further objects to the extent that Bullion
6 requests documents that have already been produced, either by Newmont in the related litigation
7 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

8 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
9 requests documents that are neither relevant nor likely to lead to the discovery of relevant
10 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
11 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
12 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
13 correspondence between Goldstrike and High Desert or Newmont prior to May 3, 1999, is not
14 relevant.

15 Goldstrike objects that the request is overbroad and unduly burdensome because it seeks
16 "All" correspondence between Goldstrike and High Desert or Newmont relating to certain
17 specified "Mineral Interests," without any temporal limitations, which could conceivably
18 encompass correspondence spanning more than three decades.

19 In accordance with these clarifications, and subject to and without waiving the general
20 objections set forth above and the specific objections set forth herein, Goldstrike states that
21 responsive documents may have been produced by Barrick Gold of North America in response to
22 the Subpoena or by Newmont in the related litigation, and that additional responsive documents
23 may be produced as supplements to Goldstrike's initial disclosures in the near future.

24 REQUEST FOR PRODUCTION NO. 9: All Agreements dated after July 10, 1990, by
25 which Barrick or High Desert acquired Mineral Interests in the Area of Interest from any third
26 party.

27 ANSWER TO REQUEST NO. 9: Goldstrike expressly incorporates by reference each of
28 the general objections set forth above. Goldstrike further objects to the extent that Bullion

1 requests documents that have already been produced, either by Newmont in the related litigation
2 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
3 the extent the request seeks documents that are publicly available and therefore equally accessible
4 to all parties.

5 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
6 requests documents that are neither relevant nor likely to lead to the discovery of relevant
7 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
8 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
9 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
10 agreements between Goldstrike and any other party prior to that date are irrelevant.

11 Goldstrike also objects that the request is overbroad and unduly burdensome because it
12 purports to require Goldstrike to produce agreements to which it was not a party, specifically
13 agreements "by which . . . High Desert acquired Mineral Interests in the Area of Interest." If any
14 such transactions occurred, Goldstrike was not itself involved in them and may not have any such
15 agreements in its current possession, custody, or control. Goldstrike will not undertake any
16 affirmative obligation to obtain agreements relating to High Desert's acquisitions in the Area of
17 Interest.

18 Goldstrike also objects that the request is overbroad, unduly burdensome, and oppressive
19 because it purports to require Goldstrike to produce "All" agreements concerning the acquisition
20 of certain interests within the Area of Interest, which covers approximately 64-square miles of
21 land spanning two different Nevada counties. In addition to the broad scope of the area covered
22 by the request, the request is overbroad and unduly burdensome because it requests any such
23 agreements from the past two decades.

24 In accordance with these clarifications, and subject to the general objections set forth
25 above and the specific objections set forth herein, Goldstrike responds by incorporating by
26 reference its Response to Request No. 1, *supra*, as if set forth herein. Additionally, responsive
27 documents may have been produced by Barrick Gold of North America in response to the
28

1 Subpoena or by Newmont in the related litigation, and additional responsive documents may be
2 produced as supplements to Goldstrike's initial disclosures in the near future.

3 REQUEST FOR PRODUCTION NO. 10: A list of all unpatented mining claims located
4 (staked) by Barrick in the Area of Interest after January 1, 1992, and the dates of location.

5 ANSWER TO REQUEST NO. 10: Goldstrike expressly incorporates by reference each
6 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
7 requests documents that have already been produced, either by Newmont in the related litigation
8 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
9 the extent the request seeks documents that are publicly available and therefore equally accessible
10 to all parties.

11 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
12 requests documents that are neither relevant nor likely to lead to the discovery of relevant
13 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
14 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
15 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
16 information about mining claims located by Goldstrike prior to May 3, 1999, is not relevant to
17 this dispute.

18 Goldstrike specifically objects that the request improperly attempts to require Goldstrike
19 to create a new document—"A list"—containing certain requested information. As a result, this
20 request appears to be an interrogatory masquerading as a document request and is an apparent
21 effort to avoid the limitations and restrictions on the use of interrogatories under the Federal
22 Rules of Civil Procedure, including, but not limited to, the limitation on the number of
23 interrogatories that may be propounded by any one party.

24 Subject to and without waiving the general objections set forth above and the specific
25 objections set forth herein, Goldstrike responds by noting that it is not aware of any "list of all
26 unpatented mining claims located (staked) by Barrick in the Area of Interest after January 1,
27 1992, and the dates of location" in its possession, custody, or control. Goldstrike further responds
28 that a summary of Goldstrike's acquisitions in the Area of Interest after May 3, 1999, has been

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1 provided in Goldstrike's Answer to Interrogatory No. 2, which is expressly incorporated herein
2 by reference.

3 REQUEST FOR PRODUCTION NO. 11: In addition to the Agreements referenced
4 above, any Agreement to which Barrick is a party which references, includes, or in any way
5 affects those patented and unpatented mining claims referred to in Exhibit A-1 to the 1979
6 Agreement.

7 ANSWER TO REQUEST NO. 11: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
9 requests documents that have already been produced, either by Newmont in the related litigation
10 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
11 the extent the request seeks documents that are publicly available and therefore equally accessible
12 to all parties.

13 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
14 requests documents that are neither relevant nor likely to lead to the discovery of relevant
15 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
16 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
17 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
18 agreements prior to that date are irrelevant.

19 Goldstrike also objects that the request is overbroad, unduly burdensome, and oppressive
20 because it purports to require Goldstrike to produce "any" agreements that "reference, include, or
21 in any way affect[]," various patented and unpatented mining claims referenced in Exhibit A-1 to
22 the 1979 Agreement. In particular, the phrase "in any way affect[]" could include any agreements
23 that tangentially or remotely relate to such mining claims but which have no bearing on the issues
24 relevant to this dispute. Goldstrike also objects that the introductory qualifier "In addition to the
25 Agreements referenced above" is vague and ambiguous. It is not evident what "Agreements
26 referenced above" are included or intended given that the prior Requests discuss and identify a
27 large number of disparate agreements, and many of those agreements do not appear related to this
28 request whatsoever.

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1 In accordance with these clarifications, and subject to and without waiving the general
 2 objections set forth above and the specific objections set forth herein, Goldstrike responds that the
 3 only agreement that Goldstrike is a party to that specifically and expressly references in any way
 4 the mining claims listed in Exhibit A-1 to the 1979 Agreement is the Asset Exchange Agreement
 5 entered into between Goldstrike and Newmont in 1999 and that copies of that agreement and
 6 related documents have previously been produced in this litigation. *See* Response to Request No.
 7 1, *supra*.

8 REQUEST FOR PRODUCTION NO. 12: In addition to the Agreements referenced
 9 above, any Agreement to which Barrick is a party which references the 1979 Agreement.

10 ANSWER TO REQUEST NO. 12: Goldstrike expressly incorporates by reference each
 11 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
 12 requests documents that have already been produced, either by Newmont in the related litigation
 13 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
 14 the extent the request seeks documents that are publicly available and therefore equally accessible
 15 to all parties.

16 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
 17 requests documents that are neither relevant nor likely to lead to the discovery of relevant
 18 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
 19 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
 20 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
 21 agreements prior to that date are irrelevant.

22 Goldstrike also objects that the introductory qualifier "In addition to the Agreements
 23 referenced above" is vague and ambiguous. It is not evident what "Agreements referenced
 24 above" are included or intended given that the prior Requests discuss and identify a large number
 25 of disparate agreements, and many of those agreements do not appear related to this request
 26 whatsoever.

27 In accordance with these clarifications, and subject to and without waiving the general
 28 objections set forth above and the specific objections set forth herein, Goldstrike responds that the
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1 only agreement that Goldstrike is a party to that specifically and expressly references the 1979
2 Agreement is the Asset Exchange Agreement between Goldstrike and Newmont in 1999, which
3 has previously been produced in this litigation. *See* Response to Request No. 1, *supra*.

4 REQUEST FOR PRODUCTION NO. 13: In addition to the correspondence referenced
5 above, any correspondence sent by Barrick to any other party which references the 1979
6 Agreement.

7 ANSWER TO REQUEST NO. 13: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
9 requests documents that have already been produced, either by Newmont in the related litigation
10 or by Barrick Gold of North America Inc. pursuant to the Subpoena.

11 Goldstrike also objects insofar as the request seeks documents protected by any applicable
12 privileges or protections. Specifically, any correspondence that Goldstrike sent to its legal
13 counsel, or any representative of its legal counsel, is protected by the attorney-client privilege and
14 will not be produced. Additionally, any correspondence that Goldstrike sent to counsel of a party
15 with which Goldstrike shared a common interest is also privileged and protected from discovery
16 and will not be produced. Furthermore, any correspondence about joint defense matters is
17 privileged and protected from discovery and will not be produced. To the extent Goldstrike
18 communicated any documents protected by the work-product doctrine in any correspondence
19 protected by any applicable privilege, such documents retain their protections under Rule 26(b)(3)
20 of the Federal Rules of Civil Procedure and will not be produced.

21 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
22 requests documents that are neither relevant nor likely to lead to the discovery of relevant
23 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
24 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
25 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore,
26 correspondence sent by Goldstrike prior to that date is irrelevant to this litigation.

27 Goldstrike also objects that the introductory qualifier "In addition to the correspondence
28 referenced above" is vague and ambiguous. It is not evident what "correspondence referenced

1 above” is included or intended given that the prior Requests discuss and identify numerous
2 categories of correspondence, and many of those categories of correspondence do not appear
3 related to this request whatsoever.

4 In accordance with these clarifications, and subject to and without waiving the general
5 objections set forth above and the specific objections set forth herein, Goldstrike states that it is
6 not currently aware of the existence of any correspondence between Goldstrike and any other
7 party relating to the 1979 Agreement, other than (1) correspondence between Goldstrike and its
8 legal counsel during the negotiation and due diligence period for the 1999 asset exchange
9 transaction (which communications are protected from discovery by the attorney-client privilege),
10 (2) correspondence between Goldstrike and its counsel in this lawsuit (which communications are
11 also protected from discovery by the attorney-client privilege and/or work-product doctrine), (3)
12 correspondence between Goldstrike and prior counsel for High Desert as part of the pending
13 litigation (which communications are also protected from discovery by the attorney-client
14 privilege and/or work-product doctrine), (4) correspondence between Goldstrike and/or its
15 counsel and counsel for Newmont relating to this lawsuit (which correspondence is protected
16 from discovery by the common-interest and/or joint-defense privileges), and (5) correspondence
17 between Goldstrike and/or its counsel and counsel for Bullion relating to this matter (which
18 correspondence is already in the possession and control of Bullion’s counsel). Goldstrike asserts
19 that insofar as there is any non-privileged correspondence between Goldstrike and any other party
20 relating to the 1979 Agreement, such correspondence has either already been produced by Barrick
21 Gold of North America in response to the Subpoena or by Newmont in the related litigation, or
22 will be included in supplements to Goldstrike’s initial disclosures which will be produced in the
23 near future.

24 REQUEST FOR PRODUCTION NO. 14: Any and all documents of any kind which
25 reflect the “Gross smelter return” as described in paragraph 4.E. of the 1979 Agreement payable
26 or paid to Barrick resulting from any mining activity in the Area of Interest from December 23,
27 1991 to the current date.

1 ANSWER TO REQUEST NO. 14: Goldstrike expressly incorporates by reference each
2 of the general objections set forth above.

3 Goldstrike objects that the request is vague, ambiguous, and unintelligible. Specifically,
4 the request seeks documents relating to a royalty described in the 1979 Agreement that is
5 “payable or paid *to*” Goldstrike. To the extent the request attributes a position to Goldstrike that
6 it has never taken, Goldstrike objects.

7 Goldstrike also objects that any such royalty exists whatsoever. The 1979 Agreement is
8 neither valid nor binding on any party, Goldstrike has never assumed an obligation to pay any
9 royalties under the 1979 Agreement, and Goldstrike has never claimed any entitlement to be paid
10 any royalties under the 1979 Agreement. *See* Goldstrike’s Answers to Interrogatories Nos. 3, 4,
11 14 and 15, which are expressly incorporated by reference as if set forth herein.

12 Goldstrike objects that the term “reflect” is vague, ambiguous, and otherwise undefined.
13 Goldstrike interprets the term “reflect” to mean “expressly reference.”

14 In accordance with these clarifications, and subject to the general objections set forth
15 above and the specific objections set forth herein, Goldstrike responds that it is not now and has
16 never been liable to pay to any party, nor is it entitled to receive from any party, any royalty under
17 the 1979 Agreement. Thus, Goldstrike is not aware of any documents in its possession, custody,
18 or control that expressly reference the “‘Gross smelter return’ as described in paragraph 4.E. of
19 the 1979 Agreement” that is (or was) “payable or paid to” Goldstrike.

20 REQUEST FOR PRODUCTION NO. 15: For each mine within the Area of Interest
21 acquired by High Desert or Barrick after July 10, 1990, which has been under production at
22 anytime between January, 1992, and the current date, please provide the following:

23 (a) Daily production records, including the location of the production, the tonnage of
24 ore produced from each location and the grade of ore produced from each location.

25 (b) Resource models, if any, which include grade, blocks, and resource category,
26 whether that category be “proven”, “probable”, “inferred” or “mineralized material”.

27 (c) Reserve models.
28

1 (d) Metallurgical test work, both original before mining and any done during
2 production.

3 (e) All documents showing projected and actual gold recoveries for each block of ore.

4 (f) All documents showing or describing the mining segregation methods used for
5 material mined, including how ore is defined and mined, what is done with material that is
6 mineralized but low grade (sub-ore) but above waste cut-offs, and waste.

7 ANSWER TO REQUEST NO. 15: Goldstrike expressly incorporates by reference each
8 of the general objections set forth above. Goldstrike also objects to the extent the request seeks
9 documents that are publicly available and therefore equally accessible to all parties.

10 Goldstrike specifically objects that the request as a whole is overbroad and unduly
11 burdensome insofar as it requests documents that are neither relevant nor likely to lead to the
12 discovery of relevant evidence in this matter. As explained further in Goldstrike's Answer to
13 Interrogatory No. 2, which is expressly incorporated by reference herein, Goldstrike did not
14 become the corporate successor to Barrick HD formerly known as High Desert until May 3, 1999.
15 Therefore, any documents prior to that date are irrelevant and will not be produced.

16 Goldstrike also objects that this request as a whole is overbroad, unduly burdensome, and
17 oppressive because it seeks "All" documents within certain enumerated categories. The
18 categories identified in this request are extraordinarily broad, and Goldstrike often maintains
19 information possibly falling within these categories in numerous forms and in numerous places.
20 It would be unreasonably onerous and burdensome for Goldstrike to identify, gather, and produce
21 all forms of such information from all sources when one form would suffice for Bullion's
22 purposes in this lawsuit. Goldstrike has endeavored in good faith to obtain and produce
23 documents containing the information that Bullion appears to seek through the various categories
24 of requested documents but will not undertake the obligation to produce every single document in
25 Goldstrike's possession that might contain such information in some alternative form.

26 Goldstrike also objects that the phrase "each mine within the Area of Interest" is vague,
27 ambiguous, and otherwise undefined. Goldstrike does not necessarily maintain its documents and
28 records by "mine," as the term appears to be used by Bullion's request. Specifically, many of

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1 Goldstrike's records are divided between different areas of mining activity, at varying levels of
2 specificity. In this regard, Goldstrike hereby incorporates by reference its Answer to
3 Interrogatory No. 11, which is incorporated herein by reference as if set forth herein.

4 Additionally, Goldstrike objects to the extent Bullion requests documents that are only
5 maintained in electronic form and which are not reasonably accessible because of undue burden
6 or expense. Goldstrike has undertaken a good-faith effort to obtain information from numerous
7 electronically stored sources, including sources that are no longer in "active" use. However,
8 some electronically stored information is no longer reasonably accessible without undue burden
9 or cost, and will not be produced.

10 Subject to and without waiving the general objections set forth above and the specific
11 objections set forth herein, Goldstrike responds and objects to each discrete subpart of Request
12 No. 15 as follows:

13 (a) Goldstrike objects to the terms "Daily production records," "tonnage of ore," and
14 "grade of ore" as used in Request No. 15(a) because they are vague, ambiguous, and otherwise
15 undefined. Goldstrike does not maintain "daily production records" as Bullion appears to use that
16 term. Goldstrike will not attempt to speculate about the meaning that Bullion intended for these
17 terms.

18 In accordance with these clarifications, and subject to and without waiving the general
19 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
20 will produce concurrently herewith several different forms of production records from various
21 areas of Goldstrike's mining activity. These documents, as well as others responsive to these
22 Requests and to Bullion's Interrogatories, are control labeled with the prefix "BAR."

23 Goldstrike specifically notes that such records, which are produced as they are maintained
24 in the ordinary course of business, include production information from areas acquired both
25 before and after July 10, 1990, as well as areas acquired both before and after May 3, 1999.
26 Some production records that Goldstrike will produce differentiate production from various areas
27 of mining activity based on certain designated characteristics. By providing production records
28 from areas of mining activity acquired before May 3, 1999, Goldstrike does not intend to imply

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1 that they are relevant to this dispute or that such areas of mining activity are in anyway subject to
2 Bullion's claims in this litigation. Production from areas acquired prior to May 3, 1999 has no
3 relevance to this lawsuit, and Goldstrike reserves the right to object to the admissibility of such
4 information at any trial or other proceeding, and reserves the right to oppose any further request
5 for information relating to such prior production. *See* Goldstrike's Answer to Interrogatory No.
6 11, which is incorporated herein by reference as if set forth herein.

7 (b) and (c) Goldstrike objects to the terms "Resource models," "grade," "blocks,"
8 "resource category," "proven," "probable," "inferred," "mineralized material," and "Reserve
9 models" as used in Request Nos. 15(b) and 15(c) because they are vague, ambiguous, and
10 otherwise undefined. Goldstrike will not attempt to speculate about the meaning that Bullion
11 intended for these terms.

12 In accordance with these clarifications, and subject to and without waiving the general
13 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
14 will produce documents containing several different forms of reserve and resource information.
15 These documents, as well as others responsive to these Requests and to Bullion's Interrogatories,
16 are control labeled with the prefix "BAR." Goldstrike notes that reserve and resource information
17 is also available from various publicly available sources, including publicly available portions of
18 Barrick Gold Corporation's website, as well as from publicly available databases maintained by
19 U.S. (EDGAR) and Canadian (SEDAR) regulatory authorities.

20 As before, Goldstrike notes that the documents produced in response to Request Nos.
21 15(b) and/or 15(c) are produced as they are maintained in the ordinary course of business and
22 may include resource and reserve information from areas acquired both before and after July 10,
23 1990, as well as areas acquired both before and after May 3, 1999. By providing resource and
24 reserve information from areas of mining activity acquired before May 3, 1999, Goldstrike does
25 not intend to imply that they are relevant to this dispute or that such areas of mining activity are in
26 anyway subject to Bullion's claims in this litigation. Resource and reserve information from
27 areas acquired prior to May 3, 1999 has no relevance to this lawsuit, and Goldstrike reserves the
28 right to object to the admissibility of such information at any trial or other proceeding, and

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1 reserves the right to oppose any further request for information relating to such resources and
2 reserves. *See* Goldstrike's Answer to Interrogatory No. 11, which is incorporated herein by
3 reference as if set forth herein.

4 (d) Goldstrike objects to the term "Metallurgical test work" as used in Request No.
5 15(d) because it is vague, ambiguous, and otherwise undefined. Goldstrike will not attempt to
6 speculate about the meaning that Bullion intended for this term.

7 Goldstrike also objects to the request insofar as it purports to require Goldstrike to
8 produce responsive information in multiple forms from multiple sources. A complete and
9 exhaustive production of all metallurgical test data would be prohibitively voluminous because it
10 can only be produced in a form in which the vast majority of the information and data provided
11 would not be relevant to Bullion's claims. In particular, one database contains the results of
12 metallurgical testing on materials from mines around the world that are owned by other Barrick
13 Gold Corporation subsidiaries. It would be unduly burdensome and tremendously expensive for
14 Goldstrike to search, identify, and retrieve from this database only the test results relating to
15 mining claims acquired by Goldstrike on or after May 3, 1999, or even just the test results relating
16 to Goldstrike after May 3, 1999.

17 In accordance with these clarifications, and subject to and without waiving the general
18 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
19 will produce several forms of metallurgical test information. These documents, as well as others
20 responsive to these Requests and to Bullion's Interrogatories, are control labeled with the prefix
21 "BAR."

22 As before, Goldstrike specifically notes that the documents produced in response to
23 Request No. 15(d) will be produced as they are maintained in the ordinary course of business and
24 may include metallurgical test information from areas acquired both before and after July 10,
25 1990, as well as areas acquired both before and after May 3, 1999. By providing metallurgical
26 test information from areas of mining activity acquired before May 3, 1999, Goldstrike does not
27 intend to imply that they are relevant to this dispute or that such areas of mining activity are in
28 anyway subject to Bullion's claims in this litigation. Metallurgical test information from areas

1 acquired prior to May 3, 1999 has no relevance to this lawsuit, and Goldstrike reserves the right
2 to object to the admissibility of such information at any trial or other proceeding, and reserves the
3 right to oppose any further request for information relating to such metallurgical test work. *See*
4 Goldstrike's Answer to Interrogatory No. 11, which is incorporated herein by reference as if set
5 forth herein.

6 (e) Goldstrike objects to the terms "projected gold recoveries," "actual gold
7 recoveries," and "block of ore" as they are used in Request No. 15(e) because they are vague,
8 ambiguous, and otherwise undefined. Goldstrike will not attempt to speculate about the meaning
9 that Bullion intended for these terms.

10 In accordance with these clarifications, and subject to and without waiving the general
11 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
12 will produce information related to recovery rates and predicted recovery curves, among other
13 information that may be responsive to this request. These documents, as well as others
14 responsive to these Requests and to Bullion's Interrogatories, are control labeled with the prefix
15 "BAR."

16 As before, Goldstrike specifically notes that the documents produced in response to
17 Request No. 15(e) will be produced as they are maintained in the ordinary course of business and
18 may include information related to recovery rates and predicted recovery curves from areas
19 acquired both before and after July 10, 1990, as well as areas acquired both before and after May
20 3, 1999. By providing information related to recovery rates and predicted recovery curves from
21 areas of mining activity acquired before May 3, 1999, Goldstrike does not intend to imply that
22 they are relevant to this dispute or that such areas of mining activity are in anyway subject to
23 Bullion's claims in this litigation. Documents and information about recovery rates and predicted
24 recovery curves from areas acquired prior to May 3, 1999, have no relevance to this lawsuit, and
25 Goldstrike reserves the right to object to the admissibility of such information at any trial or other
26 proceeding, and reserves the right to oppose any further request for information relating to such
27 recovery rates and predicted recovery curves. *See* Goldstrike's Answer to Interrogatory No. 11,
28 which is incorporated herein by reference as if set forth herein.

1 (f) Goldstrike objects to the terms “mining segregation methods,” “mineralized,”
2 “waste cut-offs,” and to the phrases “how ore is defined and mined” and “what is done with
3 material that is mineralized but low grade,” as used in Request No. 15(f) because they are vague,
4 ambiguous, and otherwise undefined. Goldstrike will not attempt to speculate about the meaning
5 that Bullion intended for these terms and phrases.

6 In accordance with these clarifications, and subject to and without waiving the general
7 objections set forth above and the specific objections set forth herein, Goldstrike responds that it
8 will produce documents relating to, among other things, ore tracking and cut-off grades. These
9 documents, as well as others responsive to these Requests and to Bullion’s Interrogatories, are
10 control labeled with the prefix “BAR.”

11 As before, Goldstrike specifically notes that the documents produced in response to
12 Request No. 15(f) will be produced as they are maintained in the ordinary course of business and
13 may include information relating to ore tracking and cut-off grades from areas acquired by
14 Goldstrike well before May 3, 1999, including areas Goldstrike acquired prior to July 10, 1990.
15 By providing documents relating to ore tracking and cut-off grades from areas of mining activity
16 acquired before May 3, 1999, Goldstrike does not intend to imply that they are relevant to this
17 dispute or that such areas of mining activity are in anyway subject to Bullion’s claims in this
18 litigation. Documents and information about ore tracking and cut-off grades relating to areas
19 acquired prior to May 3, 1999, have no relevance to this lawsuit, and Goldstrike reserves the right
20 to object to the admissibility of such information at any trial or other proceeding, and reserves the
21 right to oppose any further request for information relating to such ore tracking and cut-off
22 grades. See Goldstrike’s Answer to Interrogatory No. 11, which is incorporated herein by
23 reference as if set forth herein.

24 REQUEST FOR PRODUCTION NO. 16: Please produce all documents listed in Exhibit
25 H at Bates numbers Newmont 5124-5132.

26 ANSWER TO REQUEST NO. 16: Goldstrike expressly incorporates by reference each
27 of the general objections set forth above. Goldstrike further objects to the extent that Bullion
28 requests documents that have already been produced, either by Newmont in the related litigation

1 or by Barrick Gold of North America Inc. pursuant to the Subpoena. Goldstrike also objects to
2 the extent the request seeks documents that are publicly available and therefore equally accessible
3 to all parties.

4 Goldstrike also objects that the request is overbroad and unduly burdensome insofar as it
5 requests documents that are neither relevant nor likely to lead to the discovery of relevant
6 evidence in this matter. As explained further in Goldstrike's Answer to Interrogatory No. 2,
7 which is expressly incorporated by reference herein, Goldstrike did not become the corporate
8 successor to Barrick HD formerly known as High Desert until May 3, 1999. Therefore, any
9 documents related to events prior to that date are not relevant to this litigation.

10 Subject to and without waiving the general objections set forth above and the specific
11 objections set forth herein, Goldstrike responds and objects to each discrete subpart of Exhibit H
12 as follows:

13 The following documents, which are given the specified numbers on the document control
14 labeled NEWMONT5124-32, are publicly available documents and are equally accessible to all
15 parties: 6 through 11, 13 through 24, 27, and 33. Goldstrike notes further, however, that many of
16 these documents have already been produced by Barrick Gold of North America in response to
17 the Subpoena, or by Bullion and/or Newmont in the related litigation.

18 The following documents, which are given the specified numbers on the document control
19 labeled NEWMONT5124-32, are subject to claims of privilege and will not be produced: 1 and 2,
20 4 and 5, 35 and 36, 43, the first document described in 44, 52, 86 and 87. Goldstrike specifically
21 notes that several of these documents were the subject of Goldstrike's motion for a protective
22 order in the related in Newmont litigation, which the Court granted.

23 The following documents, which are given the specified numbers on the document control
24 labeled NEWMONT5124-32, are, to the best of Goldstrike's current knowledge, information, and
25 belief, not in the possession, custody, or control of Goldstrike: 28, 53, 56, 58, and 85.

26 The following documents, which are given the specified numbers on the document control
27 labeled NEWMONT5124-32, have already been produced, either by Barrick Gold of North
28

1 America in response to the Subpoena, or by Bullion and/or Newmont in the related litigation: 3,
2 12, 51, 59 through 61, 63 through 65, 67, and 70 through 84.

3 The following documents, which are given the specified numbers on the document control
4 labeled NEWMONT5124-32, will be as supplements to Goldstrike's initial disclosures in the near
5 future: 25 and 26, 29 through 32, 34, 37 through 42, the second document described in 44, 45
6 through 50, 54 and 55, 57, 62, 66, 68 and 69.

7
8 Dated: July 1, 2010

PARSONS BEHLE & LATIMER

9
10 By: 

11 Michael R. Kealy

12 Francis M. Wikstrom

13 Michael P. Petrogeorge

14 Brandon J. Mark

15 *Attorneys for Barrick Goldstrike Mines Inc.*
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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Parsons Behle & Latimer, and that on this 1st day of July, 2010, I caused to be mailed, via U.S. Mail, postage prepaid, a true and correct copy of **BARRICK GOLDSTRIKE MINES INC.'S FIRST SUPPLEMENTAL RESPONSES TO PLAINTIFF'S REQUEST FOR PRODUCTION OF DOCUMENTS [SET ONE]**, to the following:

Clayton P. Brust, Esq.
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503


By: 

EXHIBIT 4

Barrick's Second Supplemental Answers and Objections to Plaintiff's Interrogatories

EXHIBIT 4

RECEIVED

JUL 06 2010

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11
 12 IN THE UNITED STATES DISTRICT COURT
 13 FOR THE DISTRICT OF NEVADA
 14

15 BULLION MONARCH MINING, INC.,

16 Plaintiff,

17 v.

18 BARRICK GOLDSTRIKE MINES INC., *et*
 19 *al.*,

20 Defendants.

Case No. CV-N-09-00612-ECR-VPC

**BARRICK GOLDSTRIKE MINES
 INC.'S SECOND SUPPLEMENTAL
 ANSWERS AND OBJECTIONS TO
 PLAINTIFF'S INTERROGATORIES
 [SET ONE]**

21 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure ("FRCP"), defendant
 22 Barrick Goldstrike Mines Inc. ("Goldstrike") hereby objects to and answers plaintiff Bullion
 23 Monarch Mining, Inc.'s ("Bullion") first set of interrogatories served on Goldstrike via mail on or
 24 about February 24, 2010 (hereinafter, the "Interrogatories").

25 **GENERAL OBJECTIONS**

26 1. Goldstrike objects to the Interrogatories to the extent that they contain more than
 27 the number of written interrogatory requests allowed pursuant to FRCP 33. In particular, FRCP

28 4829-8039-3477.1

1 33 states: "Unless otherwise stipulated or ordered by the court, a party may serve on any other
2 party no more than 25 written interrogatories, including discrete subparts." Fed. R. Civ. P. 33(a).
3 When discrete subparts are taken into account, the Interrogatories contain at least 34 different
4 written interrogatory requests. Goldstrike has elected to respond to each of the Interrogatories,
5 including each discrete subpart, despite this technical violation. But Goldstrike reserves the right
6 to refuse to answer any future interrogatory requests or provide additional information in response
7 to any current interrogatory request or discrete subpart therein on the basis that Bullion has
8 exceeded the number of written interrogatory requests allowed under FRCP 33.

9 2. Goldstrike objects to the Interrogatories to the extent that the information sought
10 therein has been previously produced or provided to Bullion or its counsel through documents
11 produced by Newmont in related litigation, in response to a subpoena *duces tecum* which Bullion
12 issued to Barrick Gold of North America in 2009 and/or as part of Goldstrike's own initial
13 disclosures.

14 3. Goldstrike objects to the Interrogatories to the extent that the information sought
15 therein is contained in publicly available records which are equally available to both Goldstrike
16 and Bullion.

17 4. Goldstrike objects to the Interrogatories insofar as they seek information that is not
18 relevant or reasonably calculated to lead to the discovery of admissible evidence in this matter.

19 5. Goldstrike objects to the Interrogatories to the extent they are overbroad, vague,
20 ambiguous, compound, complex, unduly burdensome, or oppressive in the amount, scope, or type
21 of information requested.

22 6. Goldstrike objects to the Interrogatories insofar as they seek to impose burdens on
23 Goldstrike that are inconsistent with or in addition to its discovery obligations as set forth in
24 Rules 26 and/or 33 of the Federal Rules of Civil Procedure.

25 7. Goldstrike objects to the Interrogatories as overbroad, unduly burdensome and
26 oppressive insofar as they seek to impose upon Goldstrike the obligation to identify information
27 that is not currently known or available to Goldstrike. Goldstrike will not undertake any
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1 obligation to identify or disclose information that is not reasonably and readily within its current
2 knowledge, custody, possession or control.

3 8. Goldstrike objects to each Interrogatory to the extent that it seeks disclosure of
4 information that would violate rights of privacy and other statutorily or judicially recognized
5 protections and privileges, confidentiality agreements, or court orders restricting dissemination of
6 information, or result in disclosure of materials or information prepared in anticipation of
7 litigation or confidential settlement discussions

8 9. Goldstrike objects to the Interrogatories to the extent that they seek information
9 and documents protected from discovery by the attorney client privilege, the work product
10 doctrine, the common interest privilege, the joint defense privilege or other applicable privileges
11 or protections. Goldstrike does not waive but rather intends to preserve and is preserving the
12 attorney client privilege, the work product protection, the common interest privilege, the joint
13 defense privilege and every other privilege or protection with respect to all information and each
14 and every document protected by any of such privileges or protections. Goldstrike will not
15 knowingly identify information which is subject to any applicable privileges or protections. If
16 any privileged or protected information is inadvertently disclosed by Goldstrike at anytime,
17 Goldstrike requests that defendants immediately return to Goldstrike's counsel all documents,
18 copies and other media which refer to or reflect in any way such inadvertently disclosed
19 information.

20 10. Goldstrike objects to the "Preliminary Definitions and Instructions" set forth on
21 pages 2-6 of the Interrogatories insofar as they seek to impose burdens on Goldstrike that are
22 inconsistent with, or in addition to, Goldstrike's obligations as set forth in Rules 26 and/or 33 of
23 the Federal Rules of Civil Procedure.

24 11. Goldstrike objects to the Interrogatories insofar as they fail to adequately define
25 the terms "Barrick" and "you." For purposes of responding to the Interrogatories, Goldstrike
26 interprets the terms "Barrick" and "you" to refer only to defendant, Barrick Goldstrike Mines
27 Inc., and not to any defendant, or to any other related or affiliated entity.

12. Goldstrike does not in any manner waive or intend to waive, but rather intends to preserve and is preserving, (1) all objections as to competency, relevancy, materiality, and admissibility; (2) all objections to the use of any of the responses herein or the submission of any documents produced in response hereto in any proceeding, motion, hearing, or the trial in this or any other action; and (3) all objections to any further discovery or request involving or related to any of the Requests. The supplying of any information in response to the Interrogatories does not constitute an admission by Goldstrike that such information is relevant, admissible or material to any of the issues in this action, and Goldstrike reserves the right to object to any further inquiry with respect to any subject matter at any time.

13. Goldstrike incorporates each of the foregoing General Objections into each and every answer below as if specifically and fully set forth therein. A republication or restatement, in whole or in part, of any one or more of the foregoing general objections in response to a specific Interrogatory is not intended to waive and does not waive an objection not otherwise stated.

SPECIFIC OBJECTIONS AND ANSWERS

INTERROGATORY NO. 1: Is Barrick the successor in interest to High Desert Mineral Resources of Nevada, Inc. ("High Desert")?

- a. Did Barrick, or Barrick's predecessors in interest, in or about 1995 acquire all of the stock in High Desert through purchase, merger or other transaction?
- b. Did Barrick, or Barrick's predecessors in interest, in or about 1995 acquire all of the assets and obligations of High Desert?
- c. If the answer to either of the above questions is "yes", please describe the nature of the transaction?

ANSWER TO INTERROGATORY NO. 1: Goldstrike expressly incorporates by reference each of the general objections set forth above. Goldstrike specifically objects to Interrogatory No. 1 on the basis that it requires Goldstrike to make legal conclusions rather than state facts. Goldstrike also objects to Interrogatory No. 1 insofar as it seeks information which is already known or available to Bullion through the review of documents which were produced by

1 Newmont in the related litigation and/or by Barrick Gold of North America Inc. pursuant to a
 2 subpoena issued in 2009. Subject to and without waiving any of the foregoing general or specific
 3 objections, Goldstrike answers Interrogatory No. 1 as follows:

4 On November 30, 1995, a subsidiary of Barrick Gold merged with High Desert Mineral
 5 Recourses of Nevada, Inc. ("High Desert"), with High Desert as the surviving corporation. High
 6 Desert's name was immediately changed to Barrick HD Inc. ("Barrick HD"). On May 3, 1999,
 7 Goldstrike became the corporate successor of Barrick HD as the result of a different merger
 8 transaction. As to the remainder of Interrogatory No. 1, Goldstrike invokes Rule 33(d) of the
 9 Federal Rules of Civil Procedure and refers Bullion to the following documents, which have been
 10 or will be produced to Bullion, and which relate to and provide the relevant details of the above
 11 identified merger transactions: BGBM001538-67; BGBM004953-58; BGBM005920-24;
 12 BGBM006157-279; BGBM006553-58; BGBM008078-215; BAR001977-80.

13 INTERROGATORY NO. 2: Please list all interests in unpatented mining claims and fee
 14 land located or otherwise acquired by High Desert or Barrick since July 10, 1990, within the Area
 15 of Interest described in Ex. A-2 to the May 10, 1979 Agreement ("the 1979 AOI"), including (a) a
 16 description of the mining claims or fee land, together with legal description of the ¼ section
 17 where they are situated, (b) the nature of the interest acquired, (c) the dates of location or
 18 acquisition; (d) a list of all documents that evidences the location or acquisition; and, (d) the
 19 names of any witnesses who have knowledge about your answer. (The 1979 Agreement has been
 20 produced in this litigation as documents numbered "Newmont000165-271").

21 ANSWER TO INTERROGATORY NO. 2: Goldstrike expressly incorporates by
 22 reference each of the general objections set forth above.

23 Goldstrike specifically objects to Interrogatory No. 2 insofar as it fails to define the term
 24 "unpatented mining claim." In particular, Bullion fails to specify whether it seeks information on
 25 unpatented lode mining claims, unpatented mill site claims, or both. For purposes of responding
 26 to this Interrogatory, Goldstrike will assume that Bullion only seeks information relating to
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1 unpatented lode mining claims, as those are the only mining claims with any apparent relevancy
2 to the pending dispute.

3 Goldstrike also objects to Interrogatory No. 2 insofar as it is overbroad and unduly
4 burdensome and requires Goldstrike to provide information that is not relevant or likely to lead to
5 the discovery of admissible evidence in this matter. In particular, Goldstrike objects to Bullion's
6 request for information about unpatented mining claims and fee lands which Goldstrike acquired
7 prior to May 3, 1999, when it became the corporate successor of Barrick HD formerly known as
8 High Desert. This is the earliest possible date on which Goldstrike could have potentially become
9 bound to the provisions of the 1979 Agreement, and Bullion has no basis for obtaining any
10 information about mining claims or fee lands acquired by Goldstrike prior to that date.

11 Goldstrike also objects to Interrogatory No. 2 insofar as it requires Goldstrike to provide
12 information about acquisitions made by High Desert and/or by Barrick HD. Insofar as any such
13 transactions occurred, Goldstrike was not itself involved, and does not have any information
14 about those transactions in its current possession, custody or control. Goldstrike will not
15 undertake any affirmative obligation to obtain information about High Desert's or Barrick HD's
16 transactions in the Alleged AOI.

17 Finally, Goldstrike objects to Interrogatory No. 2 insofar as it seeks information that is
18 available to Bullion in the public domain, and is therefore equally available to both Bullion and
19 Goldstrike.

20 Subject to and without waiving any of the foregoing general or specific objections,
21 Goldstrike answers Interrogatory No. 2 as follows:

22 1. Goldstrike participated in an asset exchange transaction with Newmont which
23 closed on May 3, 1999. As a result of that exchange, Goldstrike acquired certain unpatented lode
24 mining claims and fee lands from Newmont, most of which are located within the Area of Interest
25 purportedly created by the May 10, 1979 Agreement (the "Alleged AOI"). The specific mining
26 claims and fee lands which Goldstrike acquired from Newmont as part of the asset exchange
27 transaction are identified in the following documents, which have already been produced to
28

1 Bullion, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil
2 Procedure: BGBM004829-41; BGBM007963-8025; BGBM8026-36.

3 2. On or about July 14, 2004, Goldstrike acquired certain additional unpatented lode
4 mining claims and fee lands from Newmont, most of which are located within the Alleged AOI.
5 The specific mining claims and fee lands which Goldstrike acquired from Newmont on or about
6 July 14, 2004 are identified in the following documents, which are being produced to Bullion
7 simultaneously herewith, and to which Bullion is referred pursuant to Rule 33(d) of the Federal
8 Rules of Civil Procedure: BAR043773-83; BAR04382-26.

9 3. On or about August 15, 2005, Goldstrike acquired certain properties from Elko
10 Land and Livestock Company ("ELLCO") most of which are located within the Alleged AOI.
11 The specific properties which Goldstrike acquired from ELLCO on or about August 15, 2005 are
12 identified in the following documents which are being produced to Bullion simultaneously
13 herewith, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil
14 Procedure: BAR043811-15; BAR043816-21.

15 4. On or about August 15, 2005, Goldstrike acquired certain additional properties
16 from Newmont, most of which are located in the Alleged AOI. The specific properties which
17 Goldstrike acquired from Newmont on or about August 15, 2005 are identified in the following
18 documents which are being produced to Bullion simultaneously herewith, and to which Bullion is
19 referred pursuant to Rule 33(d) of the Federal Rules of Civil Procedure: BAR043801-05;
20 BAR043806-10.

21 5. As noted above, a subsidiary of Barrick Gold merged with High Desert on or about
22 November 30, 1995. High Desert was the surviving corporation, and its name was immediately
23 changed to Barrick HD. *See* BGBM006358-541; BGBM006157-279. At that time, Barrick HD
24 was the owner of an undivided 38% interest in the mining claims and/or fee lands which were
25 then owned by High Desert prior to the merger, and which are identified on BGBM005936-84
26 (which documents Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil
27
28

1 Procedure).¹ On May 3, 1999, and as a result of the merger with Barrick HD, Goldstrike became
 2 the *temporary* owner of Barrick HD's 38% undivided interest in these mining claims and/or
 3 properties. *See infra* Answer to Interrogatory No. 7, which is expressly incorporated herein by
 4 reference.

5 Other than the mining claims and/or properties identified on BGBM005936-84, Goldstrike
 6 does not currently have specific knowledge of any other mining interests or fee simple properties
 7 which Barrick HD acquired in the Alleged AOI on or after November 30, 1995. Goldstrike
 8 asserts that other information about Barrick HD's mining claim and/or land acquisitions in the
 9 Alleged AOI on or after November 30, 1995 may be contained within some of the other
 10 documents which have been or will be produced, either by Barrick Gold of North America in
 11 response to the Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to
 12 Bullion's latest discovery requests. Because the burden of reviewing such documentation and
 13 locating any such information is the same for Bullion as it is for Goldstrike, Goldstrike has no
 14 obligation to search for any such information.

15 6. Other than those properties identified on BGBM00785-802 and BGBM005936-84
 16 (which documents Bullion is specifically referred to pursuant to Rule 33(d) of the Federal Rules
 17 of Civil Procedure), Goldstrike does not currently have specific knowledge of those mining
 18 interests or fee simple properties, if any, which High Desert might have acquired in the Alleged
 19 AOI between July 10, 1990 and November 30, 1995. Goldstrike asserts that other information
 20 about High Desert's land acquisitions in the Alleged AOI between July 10, 1990 and November
 21 30, 1995, if any, may be contained within some of the documents which have been or will be
 22 produced, either by Barrick Gold of North America in response to the Subpoena, as a supplement
 23 to Goldstrike's initial disclosures, or in response to Bullion's latest discovery requests. Because
 24 the burden of locating any such information is the same for Bullion as it is for Goldstrike,
 25 Goldstrike has no obligation to search for any such information.

26
 27
 28 ¹ High Desert's remaining 2% undivided interest was transferred to SLH Co. prior to the merger.
 4829-8039-3477.1

1 The following individuals may have information relating to Goldstrike's acquisitions in
2 the Alleged AOI on or after May 3, 1999:

3 Steve Hull
4 Parsons Behle & Latimer
5 201 S. Main Street, Suite 1800
6 Salt Lake City, UT 84111

7 ***Mr. Hull should be contacted solely through counsel for Goldstrike***

8 Rich Haddock
9 Barrick Gold of North America
10 136 East South Temple, Suite 1800
11 Salt Lake City, UT 84111

12 ***Mr. Haddock should be contacted solely through counsel for Goldstrike***

13 Cy Wilsey
14 Barrick Gold of North America
15 136 East South Temple, Suite 1800
16 Salt Lake City, UT 84111

17 ***Mr. Wilsey should be contacted solely through counsel for Goldstrike***

18 Orson Tingey
19 Barrick Goldstrike Mines, Inc.
20 P.O. Box 29
21 Elko, NV 89803

22 ***Mr. Tingey should be contacted solely through counsel for Goldstrike***

23 The following individual may have information relating to High Desert's acquisitions in
24 the Alleged AOI after July 10, 1990:

25 Lee Halavais
26 4790 Caughlin Pkwy #242
27 Reno, NV 89519
28 775-721-5796 or 775-753-7619

Tom Erwin
Erwin & Thompson LLP
One East Liberty Street, Suite 424
P.O. Box 40817
Reno, NV 89501-2123
775-786-9494

Mr. Erwin should be contacted solely through counsel for Goldstrike

INTERROGATORY NO. 3: For any interest in unpatented mining claims or fee land
acquired by Barrick from High Desert after July 10, 1990, if said unpatented mining claims or fee

1 land are located within the 1979 AOI, please state each and every reason why Barrick does not
2 believe that it is obligated to pay a production royalty to Plaintiff for production from said
3 unpatented mining claims or fee land.

4 ANSWER TO INTERROGATORY NO. 3: Goldstrike expressly incorporates by
5 reference each of the general objections set forth above.

6 Goldstrike specifically objects to Interrogatory No. 2 insofar as it fails to define the term
7 “unpatented mining claim.” In particular, Bullion fails to specify whether it seeks information on
8 unpatented lode mining claims, unpatented mill site claims, or both. For purposes of responding
9 to this Interrogatory, Goldstrike will assume that Bullion only seeks information relating to
10 unpatented lode mining claims, as those are the only mining claims with any apparent relevancy
11 to the pending dispute.

12 Goldstrike also objects to Interrogatory No. 3 insofar as it is overbroad and unduly
13 burdensome and requires Goldstrike to provide information that is not relevant or likely to lead to
14 the discovery of admissible evidence in this matter. In particular, Goldstrike objects to Bullion’s
15 request for information about unpatented mining claims and fee lands which Goldstrike acquired
16 prior to May 3, 1999, when it became the corporate successor of Barrick HD. *See also supra*
17 Answer to Interrogatory No. 2, which is expressly incorporated herein by reference.

18 Goldstrike further objects to Interrogatory No. 3 insofar as it seeks information which is
19 already available to Bullion through documents that were previously produced by Newmont in
20 related litigation, by Barrick Gold of North America pursuant to a subpoena issued by Bullion in
21 2009, or through Goldstrike’s initial disclosures. Goldstrike will not undertake the burden of
22 reviewing the previously produced documents in order to provide information in response to
23 Interrogatory No. 3 as Bullion is equally capable of performing that task.

24 Finally, Goldstrike objects to Interrogatory No. 3 insofar as it is written in such a manner
25 as to suggest that Goldstrike is somehow bound by the May 10, 1979 Agreement (“the 1979
26 Agreement”), which it is not.

1 Subject to and without waiving any of the foregoing general or specific objections,
2 Goldstrike answers Interrogatory No. 3 as follows:

3 Goldstrike asserts that while Goldstrike became the owner of a 38% interest in certain
4 mining claims as a result of its merger with Barrick HD on or about May 3, 1999, Goldstrike did
5 not acquire any claims or properties directly from High Desert. The specific mining claims and
6 fee lands which Goldstrike acquired a 38% undivided interest in as a result of Goldstrike's merger
7 with Barrick HD are identified on BGBM006358-541 and BGBM006157-279, which documents
8 have already been produced to Bullion, and to which Bullion is specifically referred pursuant to
9 Rule 33(d) of the Federal Rules of Civil Procedure.

10 Goldstrike further asserts that it is not obligated to pay a production royalty to Bullion
11 based on mineral production from any of the unpatented mining claims or fee lands which it
12 acquired through the merger with Barrick HD, or on any of the other mining claims or fee lands
13 identified in response to Interrogatory No. 2, because Goldstrike is not bound by paragraph 11 or
14 any other provision of the 1979 Agreement. Goldstrike specifically asserts that it is not bound by
15 the 1979 Agreement, or any provisions therein, because, among other things:

16 1. Neither Goldstrike, Barrick HD nor High Desert are parties to the 1979
17 Agreement, nor successors of any party to the 1979 Agreement;

18 2. Neither Goldstrike, Barrick HD nor High Desert ever assumed the 1979
19 Agreement or any of the obligations created therein;

20 3. The royalty obligations purportedly created by paragraph 11 of the 1979
21 Agreement are personal covenants and do not create covenants running with the land, and cannot
22 therefore be enforced against subsequent owners of land;

23 3. The royalty obligations purportedly created by paragraph 11 of the 1979
24 Agreement are void because they violate the Rule Against Perpetuities; and

25 4. The 1979 Agreement constitutes an unreasonable restraint on alienation.

26 Goldstrike further incorporates by reference its Answer to Bullion's Second Amended
27 Complaint, and each of the affirmative defenses set forth therein.

1 INTERROGATORY NO. 4: For any interest in unpatented mining claims or fee land
2 acquired by Barrick from Newmont after December 23, 1991, if said unpatented mining claims or
3 fee land are located within the 1979 AOI, please state each and every reason why Barrick does
4 not believe that it is obligated to pay a production royalty to Plaintiff for production from said
5 unpatented mining claims or fee land.

6 ANSWER TO INTERROGATORY NO. 4: Goldstrike incorporates by reference its
7 objections (general and specific) and answers to Interrogatory No. 3, above, as if expressly and
8 fully set forth herein. Additionally, Goldstrike asserts that many of the unpatented mining claims
9 which it acquired from Newmont on or after May 3, 1999 were invalid because they purported to
10 be located entirely on private lands already held by Goldstrike and/or over inferior or invalid
11 because they were located over the top of patented mining claims.

12 INTERROGATORY NO. 5: For any interest in unpatented mining claims or fee land
13 however acquired by Barrick after 1995, whether by location, lease, purchase or exchange, if said
14 mining claims or fee land are located within the 1979 AOI, please state each and every reason
15 Barrick does not believe that it is obligated to pay to plaintiff a production royalty for production
16 from said unpatented mining claims or fee land.

17 ANSWER TO INTERROGATORY NO. 5: Goldstrike incorporates by reference its
18 objections (general and specific) and answers to Interrogatory No. 3 and 4, above, as if expressly
19 and fully set forth herein.

20 INTERROGATORY NO. 6: Please state the name of the party you believe is responsible
21 to pay the royalty obligation to Plaintiff for production from mineral property described in
22 paragraph 11 of the 1979 Agreement at issue in this matter, including all facts, documents, and
23 witnesses that support your belief.

24 ANSWER TO INTERROGATORY NO. 6: Goldstrike expressly incorporates by
25 reference each of the general objections set forth above.

26 Goldstrike specifically objects to Interrogatory No. 6 insofar as it incorrectly assumes that
27 the 1979 Agreement is a viable and enforceable agreement binding upon any party, and that
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1 Bullion actually has standing to enforce the agreement against any party. Goldstrike disputes
2 both of these assumptions.

3 Goldstrike also objects to Interrogatory No. 6 insofar as it requires Goldstrike to provide
4 information that is not relevant and likely to lead to the discovery of admissible evidence in this
5 matter. The only issue in this case is whether Goldstrike is bound by the production royalty
6 obligations allegedly set forth in the 1979 Agreement. Whether other parties may or may not be
7 bound by the 1979 Agreement is irrelevant.

8 Finally, Goldstrike objects to Interrogatory No. 6 insofar as it requires Goldstrike to
9 provide information which is not in Goldstrike's current possession and control. Goldstrike will
10 not undertake any obligation to obtain information about the 1979 Agreement, or potential parties
11 that may be bound by the 1979 Agreement, or provide information which is not already in
12 Goldstrike's current possession and control.

13 Subject to and without waiving any of the foregoing general or specific objections,
14 Goldstrike answers Interrogatory No. 6 as follows:

15 At this time, Goldstrike does not believe that anyone owes Bullion any type of royalty
16 under the 1979 Agreement, or that the 1979 Agreement can be enforced by Bullion against any
17 party. First, Goldstrike asserts that it has seen no evidence to establish that Bullion is an actual
18 successor to any party of the 1979 Agreement, or that Bullion has been properly assigned any
19 rights under the 1979 Agreement. Goldstrike asserts that Bullion therefore lacks standing to
20 assert any rights under the agreement against Goldstrike or any party. Second, Goldstrike asserts
21 that the 1979 Agreement, and paragraph 11 in particular, violates the Rule Against Perpetuities
22 and therefore cannot be legally enforced by any party against any other party. *See also*
23 Goldstrike's answers and objections to Interrogatory No. 3, above, which are expressly
24 incorporated herein by reference. Third, Goldstrike is not currently aware of any particular
25 person or entity that is specifically bound by or obligated under the 1979 Agreement. The last
26 parties with any express obligations under paragraph 11 of the 1979 Agreement were Universal
27 Explorations, Ltd. and/or Universal Gas, Inc. (collectively, "Universal). *See* 1979 Agreement.

1 Goldstrike forms no opinion on whether Universal or any corporate successors have any ongoing
2 obligations, to Bullion or otherwise, under the 1979 Agreement.

3 INTERROGATORY NO. 7: Please state whether you have sold, assigned, exchanged, or
4 in any way divested yourself of an ownership interest in any mining claims or fee land located
5 within the 1979 AOI which were acquired by you or High Desert after July 10, 1990.

6 ANSWER TO INTERROGATORY NO. 7: Goldstrike expressly incorporates by
7 reference each of the general objections set forth above.

8 Goldstrike specifically objects to Interrogatory No. 2 insofar as it fails to define the term
9 “mining claims.” In particular, Bullion fails to specify whether it seeks information on patented
10 lode mining claims, unpatented lode mining claims, patented mill site claims, or unpatented mill
11 site claims. For purposes of responding to this Interrogatory, Goldstrike will assume that Bullion
12 only seeks information relating to patented and unpatented lode mining claims, as those are the
13 only mining claims with any apparent relevancy to the pending dispute.

14 Goldstrike specifically objects to Interrogatory No. 7 insofar as it is overbroad and unduly
15 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
16 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
17 Bullion’s request for information about mining claims and fee lands which Goldstrike acquired
18 and/or disposed of in the Alleged AOI prior to May 3, 1999, when it became the corporate
19 successor of Barrick HD. This is the earliest possible date on which Goldstrike could have
20 potentially become bound to the provisions of the 1979 Agreement, and Bullion has no basis for
21 obtaining any information about claims and properties acquired or disposed of by Goldstrike prior
22 to that date. *See also* objections to Interrogatory No. 2, above.

23 Goldstrike also objects to Interrogatory No. 7 insofar as it requires Goldstrike to provide
24 information about acquisitions or dispositions of mining claims or fee lands made by Barrick HD
25 between November 30, 1995 and May 3, 1999. Insofar as any such transactions occurred,
26 Goldstrike was not itself directly involved in those transactions, and there is no one at Goldstrike
27 that is currently known to have any information about such transactions. Goldstrike will not
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1 undertake any affirmative obligation to obtain information about Barrick HD's transactions in the
2 Alleged AOI which occurred prior to May 3, 1999. *See also id.*

3 Goldstrike also objects to Interrogatory No. 7 insofar as it requires Goldstrike to provide
4 information about acquisitions or dispositions of mining claims or fee lands made by High Desert
5 between July 10, 1990 and November 30, 1995. Insofar as any such transactions occurred,
6 Goldstrike was not itself directly involved in those transactions, and there is no one at Goldstrike
7 that is currently known to have any information about such transactions. Goldstrike will not
8 undertake any affirmative obligation to obtain information about High Desert's transactions in the
9 Alleged AOI which occurred prior to May 3, 1999. *See also id.*

10 Goldstrike further objects to Interrogatory No. 7 insofar as it seeks information which is
11 already available to Bullion through documents that were previously produced by Newmont in
12 related litigation, or by Barrick Gold of North America pursuant to a subpoena issued by Bullion
13 in 2009. Goldstrike will not undertake the burden of reviewing the previously produced
14 documents in order to provide information in response to Interrogatory No. 7 as Bullion is equally
15 capable of performing that task.

16 Subject to and without waiving any of the foregoing general or specific objections,
17 Goldstrike answers Interrogatory No. 7 as follows:

18 1. On May 3, 1999 at approximately 10:01 a.m., Goldstrike merged with Barrick HD.
19 At that time, and as a result of the merger, Goldstrike acquired Barrick HD's undivided 38%
20 interests in those properties identified in BGBM00785-802 and/or BGBM005936-84. *See supra*
21 Answer to Interrogatory No. 2, which is expressly incorporated herein by reference. Later that
22 same day, Goldstrike transferred all of its interests in those properties to Newmont. *See id.* To
23 the best of Goldstrike's current knowledge and belief, none of the other mining claims or fee
24 simple lands which Goldstrike acquired in the Alleged AOI on or after May 3, 1999 have been
25 transferred to any other owner.

26 2. On May 3, 1999, Goldstrike transferred certain additional properties to Newmont
27 as part of the Asset Exchange transaction, at least some of which were located within the Alleged
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1 AOI. The specific claims and properties which Goldstrike acquired from Newmont as part of the
2 Asset Exchange transaction identified in the following documents, which have already been
3 produced to Bullion, and to which Bullion is referred pursuant to Rule 33(d) of the Federal Rules
4 of Civil Procedure: BGBM004842-903; BGBM004904-17; BGBM000785-802. Goldstrike
5 notes, however, that with the exception of those properties which were acquired through the
6 merger with Barrick HD, as described in paragraph 1, above, all of the properties transferred to
7 Newmont as part of the asset exchange were acquired by Goldstrike prior to May 3, 1999.

8 3. Other than the mining claims and/or properties identified on BGBM000785-802
9 and/or BGBM005936-84, Goldstrike does not currently have knowledge of which mining
10 interests or fee simple properties, if any, Barrick HD might have acquired or disposed of in the
11 Alleged AOI between November 30, 1995 and May 3, 1999. Goldstrike asserts that information
12 about Barrick HD's mining claim and/or fee land acquisitions or dispositions in the Alleged AOI
13 between November 30, 1995 and May 3, 1999 may be contained within some of the documents
14 which has been previously produced, either by Barrick Gold of North America in response to the
15 Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to Bullion's latest
16 discovery requests. Because the burden of locating any such information is the same for
17 Goldstrike as it is for Bullion, Goldstrike has no obligation to search for any such information.

18 4. Other than those properties identified on BGBM00785-802 and BGBM005936-84,
19 Goldstrike does not currently have knowledge of which properties, if any, High Desert might
20 have acquired in the Alleged AOI between July 10, 1990 and November 30, 1995. Goldstrike
21 asserts that an undivided 2% participating interest in some or all of those properties identified on
22 BGBM00785-802 and BGBM005936-84 was transferred from High Desert to SLH Co. on or
23 about November 3, 1995. *See* BGBM002430; BGBM005936-84; BGBM006000-57 (which
24 documents Bullion is referred pursuant to Rule 33(d) of the Federal Rules of Civil Procedure).
25 Goldstrike asserts that information about High Desert's land acquisitions in the Alleged AOI
26 between July 10, 1990 and November 30, 1995 may be contained within some of the documents
27 which has been previously produced, either by Barrick Gold of North America in response to the
28

1 Subpoena, as a supplement to Goldstrike's initial disclosures, or in response to Bullion's latest
2 discovery requests. Because the burden of locating any such information is the same for
3 Goldstrike as it is for Bullion, Goldstrike has no obligation to search for any such information.

4 INTERROGATORY NO. 8: Please list all mines, or the commonly used name for areas
5 of mineral production, owned and/or operated by High Desert or Barrick or by a member of any
6 joint venture in which High Desert or Barrick was a member, within the 1979 AOI since July 10,
7 1990, on unpatented mining claims or fee land in which High Desert or Barrick acquired an
8 interest on or after July 10, 1990, including for each mine (a) the dates of operation; (b) the gross
9 annual production for gold, silver, and any other metals for each year of production; (c) the gross
10 smelter return received for each year of production; (d) a list of all documents that support your
11 answer; (e) the names of any witnesses who have knowledge about your answer.

12 ANSWER TO INTERROGATORY NO. 8: Goldstrike expressly incorporates by
13 reference each of the general objections set forth above.

14 Goldstrike specifically objects to Interrogatory No. 8 insofar as it is overbroad and unduly
15 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
16 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
17 Bullion's request for information about mining operations, production and gross smelter returns
18 on mining claims or fee lands which Goldstrike acquired in the Alleged AOI prior to May 3,
19 1999, when it became the corporate successor of Barrick HD, which was the corporate successor
20 of High Desert. This is the earliest possible date on which Goldstrike could have potentially
21 become bound to the provisions of the 1979 Agreement, and Bullion has no basis for obtaining
22 any information about mining operations, production and gross smelter returns on mining claims
23 or fee lands acquired by Goldstrike prior to that date. *See also supra* Answer to Interrogatory No.
24 2.

25 Goldstrike also objects to Interrogatory No. 8 insofar as it requires Goldstrike to provide
26 information about mining operations, production and/or gross smelter returns, if any, on mining
27 claims or properties acquired by High Desert prior to November 30, 1995 and/or by Barrick HD
28

1 between November 30, 1995 and May 3, 1999. Insofar as any such operations occurred,
 2 Goldstrike was not itself directly involved in such operation, and there is no one at Goldstrike that
 3 is currently known to have any information about such operations. Goldstrike will not undertake
 4 any affirmative obligation to obtain information about High Desert's or Barrick HD's operations
 5 in the Alleged AOI prior to May 3, 1999. *See also id.*

6 Subject to and without waiving any of the foregoing general or specific objections,
 7 Goldstrike answers Interrogatory No. 8 as follows:

8 Part A:

9 1. Goldstrike operates an open pit mine in the Alleged AOI commonly referred to as
 10 the "Betze Post" mine. The Betze Post mine has been in operation since 1987. The majority of
 11 the production from the Betze Post mine since May 3, 1999 has come from mining claims or
 12 properties which Goldstrike acquired or patented prior to May 3, 1999. Such production, and the
 13 gross smelter return from such production, is irrelevant to this case. A smaller amount of
 14 production from the Betze Post open pit mine has come from some of the properties which
 15 Goldstrike acquired from Newmont on May 3, 1999, as part of the Asset Exchange. The
 16 production from these properties is tracked separately by Goldstrike, and is commonly referred to
 17 as the "Barrick Fee" open pit production (indicating that Goldstrike does not believe there to be
 18 any royalties owed on such ounces). Since May 3, 1999, Goldstrike has mined 19,324,502 tons
 19 from the Barrick Fee lands contained within the open pit mining area, and has shipped 1,715,698
 20 ounces of gold and 177,083 ounces of silver from that production. Goldstrike does not produce
 21 or track any metals other than gold and silver. Goldstrike has not calculated a gross smelter
 22 return on the production from the "Barrick Fee" lands because no royalty is believed to be owed
 23 on those ounces, and thus no such calculation is required. To the best of Goldstrike's current
 24 knowledge, belief and understanding, there has been no open pit production on any of the other
 25 properties acquired from Newmont in the 1999 Asset Exchange,² or from any of the claims or

26
 27 ² A number of the claims which Goldstrike obtained from Newmont as part of the 1999 Asset Exchange overlapped
 28 with Goldstrike's prior owned land and/or patented claims, and are inferior to those claims. Production from the area
 of these claims is properly deemed to have come from Goldstrike's prior owned and superior lands and/or patented
 claims, and not from the inferior claims Goldstrike obtained from Newmont as part of the 1999 Asset Exchange.
 4829-8039-3477.1

1 properties acquired from Newmont in July 2004, or from the claims or properties acquired from
2 ELLCO and Newmont in August 2005.

3 2. Goldstrike also operates an underground mine in the Alleged AOI commonly
4 referred to as the "Mickle" mine. The Mickle mine has been in operation since 1996. The
5 majority of the production from the Mickle mine has come from mining claims or properties
6 which Goldstrike acquired or patented prior to May 3, 1999. A smaller amount of production
7 from the Mickle underground mine has come from some of the mining claims or properties which
8 Goldstrike acquired from Newmont on May 3, 1999, as part of the Asset Exchange. The
9 production from these properties is tracked separately by Goldstrike, and is commonly referred to
10 as the "Barrick Fee" underground production (indicating that Goldstrike does not believe there to
11 be any royalties owed on such production). Since May 3, 1999, Goldstrike has mined 2,760,668
12 tons from the "Barrick Fee" lands contained within the underground mining area, and has shipped
13 856,589 ounces of gold and 106,253 ounces of silver from such production. Goldstrike does not
14 produce or track any metals other than gold and silver. Goldstrike has not calculated a gross
15 smelter return on the production from the "Barrick Fee" lands because no royalty is believed to be
16 owed on those ounces, and thus no such calculation is required. To the best of Goldstrike's
17 current knowledge, belief and understanding, there has been no underground production on any of
18 the other properties acquired from Newmont in the 1999 Asset Exchange,³ or from any of the
19 claims or properties acquired from Newmont in July 2004, or from the claims or properties
20 acquired from ELLCO and Newmont in August 2005.

21 The following documents are identified as containing information about the production
22 and gross smelter royalties from the Betze Post and Mickle mines:

23 **1. Gross Production: Documents Labeled with "BAR" prefix**

24 7-68	1981-2580	7008-7108
25 69-577	2581-2792	20769-20878
578-891	2793-2862	43767-43772

26
27 ³ A number of the claims which Goldstrike obtained from Newmont as part of the 1999 Asset Exchange overlapped
28 with Goldstrike's prior owned land and/or patented claims, and are inferior to those claims. Production from the area
of these claims is properly deemed to have come from Goldstrike's prior owned and superior lands and/or patented
claims, and not from the inferior claims Goldstrike obtained from Newmont as part of the 1999 Asset Exchange.
4829-8039-3477.1

892-964	4361-4426	43830-43832
965-1976	4427-4479	43871-43990

2. Gross Smelter Return (Annual): Documents Labeled with "BAR" prefix

7-68	19518-19642	24312-24338	30854-30977	36848-36872
1981-2580	19795-19821	24387-24518	30984-31008	36981-37005
4361-4426	19852-19978	24835-24863	31111-31261	37056-37197
7008-7108	20046-20072	25054-25179	31333-31459	37203-37233
7234-8122	20103-20260	25247-25275	31604-31727	37495-37669
9391-10462	20347-20377	25378-25503	31749-31773	38040-38219
11760-12531	20423-20451	25520-25555	31857-31980	38340-38481
13540-13954	20667-20723	25650-26054	32052-32203	38501-38531
14766-15085	20879-21005	26355-26356	32320-32470	38626-38909
15213-15559	21072-21073	26517-26642	32544-32568	38971-39001
15701-15966	21078-21104	26649-26698	32584-32732	39053-39196
16020-16075	21123-21149	26766-26793	32832-33108	39258-39288
16100-16231	21212-21488	26814-26995	33225-33274	39340-39483
16284-16446	21602-21631	27073	33282-33407	39550-39580
16513-16541	21701-21855	27095-27218	33454-33478	39632-39773
16565-16696	21968-21999	27235-27259	33525-33650	38939-39869
16762-16790	22017-22175	27429-27482	33741-33891	39919-40062
16814-16945	22296-22297	27569-27692	33994-34167	40129-40159
16996-17024	22315-22438	27760-27811	34301-34426	40212-40361
17173-17347	22455-22481	27916-28041	34559-34711	40424-40483
17445-17600	22579-22580	28218-28244	34818-35065	40540-40684
17698-17832	22714-22837	28346-28597	35083-35107	40850-40880
17834-17864	22905-22935	28725-28901	35193-35317	40936-41079
18039-18040	23024-23152	28997-28961	35377-35401	41142-41172
18045-18075	23218-23249	29064-29115	35453-35578	41326-41609
18113-18237	23297-23300	29363-29387	35636-35660	41656-41685
18253-18278	23350-23479	29452-29728	35761-35886	41877-42019
18389-18762	23531-23559	29854-30144	35943-35967	42096-42125
18953-18979	23608-23634	30216-30218	36070-36195	42221-43603
19014-19140	23689-23812	30221-30515	36304-36328	43767-43768
19208-19236	23931-2395	30590-30591	36396-36521	43830-43834
19267-19393	24011-24163	30598-30623	36579-36603	43871-43990
19461-19487	24231-24259	30820-30846	36715-36739	

The following individuals likely have information relevant to Part A of Goldstrike's answer to Interrogatory No. 8:

Jim Byers
Barrick Goldstrike Mines Inc.
Elko, Nevada
Mr. Byers should be contacted solely through Goldstrike's counsel

Curtis Caldwell
Barrick Gold of North America
Salt Lake City, Utah
Mr. Caldwell should be contacted solely through Goldstrike's counsel

1 Russ Hofland
2 Barrick Goldstrike Mines Inc.
3 Elko, Nevada

Mr. Hoffland should be contacted solely through Goldstrike's counsel

4 John Langhans
5 Barrick Goldstrike Mines Inc.
6 Elko, Nevada

Mr. Langhans should be contacted solely through Goldstrike's counsel

7 Janna Linebarger
8 Barrick Goldstrike Mines Inc.
9 Elko, Nevada

Ms. Linebarger should be contacted solely through Goldstrike's counsel

10 Sam Marich
11 Barrick Goldstrike Mines Inc.
12 Elko, Nevada

Mr. Marich should be contacted solely through Goldstrike's counsel

13 Tracy Miller
14 Barrick Goldstrike Mines, Inc.
15 Elko, Nevada

Ms. Miller should be contacted solely through Goldstrike's counsel

16 Mark Rantapaa
17 Barrick Goldstrike Mines, Inc.
18 Elko, Nevada

Mr. Rantapaa should be contacted solely through Goldstrike's counsel

19 Paul Tehnet
20 Barrick Goldstrike Mines Inc.
21 Elko, Nevada

Mr. Tehnet should be contacted solely through Goldstrike's counsel

22 This list may be amended and/or supplemented from time to time as additional people
23 with potentially relevant information are identified by Goldstrike.

24 **Part B:**

25 Goldstrike asserts that the mining claims and/or fee lands identified in BGBM00785-802
26 were likely acquired either by High Desert between July 10, 1990 and November 30, 1995 and/or
27 by Barrick HD on or after November 30, 1995, and may have been part of a mine in the Alleged
28 AOI commonly known as the Leeville Mine. All of these mining claims and/or fee lands were
acquired by Goldstrike at approximately 10:01 a.m. on May 3, 1999, when Barrick HD merged
into Goldstrike. Goldstrike transferred these properties to Newmont later that same day (May 3,

1 1999). Neither High Desert, Barrick HD nor Goldstrike actually operated the Leeville Mine.
2 Goldstrike asserts on information and belief that there was no production from the Leeville Mine
3 prior to May 3, 1999, and that Goldstrike therefore has no information to provide on the
4 production from the Leeville Mine in response to Interrogatory No. 8. Goldstrike is not currently
5 aware of any other mining claims or fee lands which might have been acquired in the Alleged
6 AOI by High Desert between July 10, 1990 and November 30, 1995 and/or by Barrick HD
7 between November 30, 1995 and May 3, 1999, or whether any such properties were part of the
8 Leeville Mine or any other mine. Goldstrike transferred all of its interests in the Leeville Mine to
9 Newmont just hours after those interests were obtained. To the best of Goldstrike's knowledge
10 and belief, no production occurred from those mining claims or fee lands during the brief period
11 of time in which they were held by Goldstrike.

12 Goldstrike is not currently aware of any specific person who might have information
13 relevant to the operations of or production from the Leeville Mine, but asserts that such
14 information is most likely under the possession and control of Newmont, as the operator of that
15 mine.

16 INTERROGATORY NO. 9: Please describe in chronological order all transactions/
17 dealings between you and High Desert and/or the Halavaises (or entities controlled or owned by
18 the Halavaises) related to any mineral interests or other property rights within the 1979 AOI from
19 July 10, 1990, to the current date.

20 ANSWER TO INTERROGATORY NO. 9: Goldstrike expressly incorporates by
21 reference each of the general objections set forth above.

22 Goldstrike specifically objects to Interrogatory No. 9 insofar as it is overbroad and unduly
23 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
24 to the discovery of admissible evidence in this matter.

25 Goldstrike also objects to Interrogatory No. 9 as vague with respect to the terms
26 "transactions/dealings", the phrase "related to any mineral interests", and the phrase "mineral
27 interests or other property rights within the 1979 AOI."
28

1 Subject to and without waiving any of the foregoing general or specific objections,
2 Goldstrike answers Interrogatory No. 9 as follows:

3 1994-1996: Transactions relating to a project commonly known as the Gold Venture
4 project, the Little High Desert project and/or the Simon Creek project. With respect to the details
5 of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of Civil Procedure and
6 refers Bullion to the following documents which have already been produced: BAR000339-44;
7 BAR003367-463; BAR003593-98; BAR043764-66; BAR043827-29.

8 1998-1999: Transactions relating to the termination of the Newmont Gold and High
9 Desert Venture, and the termination of the 2% carried participating interest in that venture held by
10 High Desert Mineral Resources, Inc., a Delaware corporation, formerly known as SLH Co. With
11 respect to the details of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of
12 Civil Procedure and refers Bullion to the following documents which have already been
13 produced: BGBM00239-1237; BGBM003345-57; BGBM004382-99; BGBM006767-84;
14 BGBM011499-507; BGBM011717-19; BGBM013673-74.

15 INTERROGATORY NO. 10: Please describe in chronological order, all transactions/
16 dealings between you and Newmont related to any mineral interests or other property rights
17 within the 1979 AOI from December 23, 1991, to the current date.

18 ANSWER TO INTERROGATORY NO. 10: Goldstrike expressly incorporates by
19 reference each of the general objections set forth above.

20 Goldstrike specifically objects to Interrogatory No. 10 as vague with respect to the terms
21 "transactions/dealings", the phrase "related to any mineral interests", and the phrase "property
22 rights within the 1979 AOI."

23 Goldstrike further objects to Interrogatory No. 10 insofar as it is overbroad and unduly
24 burdensome and requires Goldstrike to provide information that is not relevant and likely to lead
25 to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
26 Bullion's request for information about dealings between Goldstrike and Newmont prior to May
27 3, 1999, when Goldstrike actually became the corporate successor of Barrick HD. Goldstrike will
28

1 not provide any information relating to transactions between Newmont and Goldstrike prior to
 2 May 3, 1999. *See also supra* Answer to Interrogatory No. 2 which is expressly incorporated
 3 herein by reference.

4 Goldstrike further objects that Interrogatory No. 10 is so broadly worded that it would
 5 require Goldstrike to provide information about transactions and dealings with Newmont or its
 6 related companies that have nothing to do with the acquisition or disposition of any mining claims
 7 or fee lands within the Alleged AOI, or the production of minerals from such claims, and
 8 therefore have absolutely no bearing on this litigation. Goldstrike has entered into numerous
 9 agreements and arrangements with Newmont or its related companies over its years in operation,
 10 including but not limited to easement and right of way agreements, joint operating agreements,
 11 dewatering agreements, etc. All of these agreements and arrangements might, under the broadest
 12 interpretation, be technically "related to . . . mineral interests or other property rights within the
 13 1979 AOI", but the vast majority of them have absolutely no bearing on any of the issues raised
 14 in this litigation. Goldstrike will not provide information on agreements and arrangements with
 15 Newmont that have no possible bearing on the issues raised in this case.

16 Subject to and without waiving any of the foregoing general or specific objections,
 17 Goldstrike answers Interrogatory No. 10 as follows:

18 May 3, 1999: Transactions relating to the 1999 Asset Exchange, the termination of the
 19 Newmont Gold and High Desert Venture and the termination of the 2% participating interest in
 20 the Newmont Gold and High Desert Venture that was granted to High Desert in 1995. With
 21 respect to the details of those transactions, Goldstrike invokes Rule 33(d) of the Federal Rules of
 22 Civil Procedure and refers Bullion to the following documents which have already been
 23 produced: BGBM002118-2209; BGBM000239-756; BGBM004400-16; BGBM004223-83;
 24 BGBM001238-565; BGBM006236-313; BGBM001566-95; BGBM004368-81; BGBM004829-
 25 41; BGBM004382-99; BGBM002210-85; BGBM006818-35; BGBM006011-43; BGBM001778-
 26 851; BGBM004423-39; BGBM006852-81; BGBM004440-47; BGBM003408; BGBM007059-
 27 69; BGBM006901-16; BGBM003991-4007; BGBM006044-61; BGBM004306-67;

1 BGBM001852-89; BGBM006767-84; BGBM006981-95; BGBM004284-92; BGBM006882-90;
2 BGBM004457-85; BGBM007752-84; BGBM007070-77; BGBM002107-14; BGBM006917-80;
3 BGBM006220-35; BGBM006996-7058; BGBM006723-57.

4 2004 and 2005: Transactions relating to Goldstrike's acquisition of certain fee lands and
5 mill sites from Newmont. With respect to the details of those transactions, Goldstrike invokes
6 Rule 33(d) of the Federal Rules of Civil Procedure and refers Bullion to the following documents,
7 which are produced simultaneously with these responses: BAR043773-83; BAR04382-26;
8 BAR043811-15; BAR043816-21; BAR043811-15; BAR043816-21; BAR043801-05;
9 BAR043806-10.

10 INTERROGATORY NO. 11: For each Barrick mine in production at any time from July
11 10, 1990, until the present date within the 1979 AOI, please set forth the following:

- 12 a. The date the mineral interests being mined were acquired or if by location,
13 the dates of location of unpatented mining claims.
- 14 b. For mineral interest acquired after July 10, 1990;
- 15 (i) From whom the mineral interests being mined were acquired;
- 16 (ii) The annual gross smelter returns for each mineral recovered from
each mine from July 10, 1990 through 2009.
- 17 c. The monthly gross smelter returns for each mineral recovered from each
18 mine since January 1, 2010.
- 19 d. The proven mineral reserves for each mine.
- 20 e. The probable mineral reserves for each mine.

21 ANSWER TO INTERROGATORY NO. 11: Goldstrike expressly incorporates by
22 reference each of the general objections set forth above.

23 Goldstrike specifically objects to Interrogatory No. 11 insofar as it is overbroad and
24 unduly burdensome and requires Goldstrike to provide information that is not relevant and likely
25 to lead to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
26 Bullion's request for information about mining operations, production, smelter returns and
27 mineral reserves on mining claims or fee lands which Goldstrike acquired in the Alleged AOI

1 prior to May 3, 1999, when it actually became the corporate successor of Barrick HD. This is the
2 earliest possible date on which Goldstrike could have potentially become bound to the provisions
3 of the 1979 Agreement, and Bullion has no basis for obtaining any information about mining
4 claims or fee lands acquired by Goldstrike prior to that date. *See also supra* Answer to
5 Interrogatory No. 2 which is expressly incorporated herein by reference.

6 Goldstrike also objects to Interrogatory No. 11 insofar as it requires Goldstrike to provide
7 information about mining operations, production, smelter returns and mineral reserves on mining
8 claims or fee lands properties which were acquired and/or owned by High Desert and/or Barrick
9 HD prior to May 3, 1999. Insofar as any such mining operations even occurred, Goldstrike was
10 not itself involved in those operations, and does not have any information about those operations.
11 Goldstrike will not undertake any affirmative obligation to obtain information about High
12 Desert's or Barrick HD's operations in the Alleged AOI prior to May 3, 1999. *See also id.*

13 Subject to and without waiving any of the foregoing general or specific objections,
14 Goldstrike answers Interrogatory No. 11 as follows:

15 Goldstrike operates an open pit mine in the Alleged AOI commonly referred to as the
16 "Betze Post" mine. The Betze Post mine has been in operation since 1987. The majority of the
17 Betze Post mine sits on mining claims or fee lands which Goldstrike acquired or patented prior to
18 May 3, 1999. Information about production, smelter returns and mineral reserves relating to these
19 mining claims and fee lands has no relevance in this case. A smaller amount of production from
20 the Betze Post open pit mine has come from some of the mining claims or fee lands which
21 Goldstrike acquired from Newmont on May 3, 1999, as part of the Asset Exchange. The
22 production and reserves from these properties are tracked separately by Goldstrike and is
23 commonly referred to as the "Barrick Fee" open pit production and reserves. As of December 31,
24 2008, reserves on the "Barrick Fee" properties in the open pit mining area were estimated at
25 1,503,777 ounces.

26 Goldstrike also operates an underground mine in the Alleged AOI commonly referred to
27 as the "Mickle" mine. The Mickle mine has been in operation since 1996. The majority of the
28

Mickle underground mine sits on mining claims or fee lands which Goldstrike acquired or patented prior to May 3, 1999. Information about production, smelter returns and mineral reserves relating to these mining claims and fee lands has no relevance in this case. A smaller amount of production from the Mickle underground mine has come from some of the mining claims or fee lands which Goldstrike acquired from Newmont on May 3, 1999, as part of the Asset Exchange. The production and reserves from these properties are tracked separately by Goldstrike and is commonly referred to as the "Barrick Fee" open pit production and reserves. As of December 31, 2008, reserves on the "Barrick Fee" properties in the underground mining area were estimated at 865,996 ounces.

Goldstrike has not calculated a smelter return on the production from the "Barrick Fee" lands because no royalty is believed to be owed on those ounces, and thus no such calculation is required.

The following documents are identified as containing information about the annual gross smelter returns, the monthly gross smelter returns, and information about reserves from the Betze Post and Mickle mines:

1. Gross Smelter Return (Annual): Documents Labeled with "BAR" prefix				
7-68	19518-19642	24312-24338	30854-30977	36848-36872
1981-2580	19795-19821	24387-24518	30984-31008	36981-37005
4361-4426	19852-19978	24835-24863	31111-31261	37056-37197
7008-7108	20046-20072	25054-25179	31333-31459	37203-37233
7234-8122	20103-20260	25247-25275	31604-31727	37495-37669
9391-10462	20347-20377	25378-25503	31749-31773	38040-38219
11760-12531	20423-20451	25520-25555	31857-31980	38340-38481
13540-13954	20667-20723	25650-26054	32052-32203	38501-38531
14766-15085	20879-21005	26355-26356	32320-32470	38626-38909
15213-15559	21072-21073	26517-26642	32544-32568	38971-39001
15701-15966	21078-21104	26649-26698	32584-32732	39053-39196
16020-16075	21123-21149	26766-26793	32832-33108	39258-39288
16100-16231	21212-21488	26814-26995	33225-33274	39340-39483
16284-16446	21602-21631	27073	33282-33407	39550-39580
16513-16541	21701-21855	27095-27218	33454-33478	39632-39773
16565-16696	21968-21999	27235-27259	33525-33650	38939-39869
16762-16790	22017-22175	27429-27482	33741-33891	39919-40062
16814-16945	22296-22297	27569-27692	33994-34167	40129-40159
16996-17024	22315-22438	27760-27811	34301-34426	40212-40361
17173-17347	22455-22481	27916-28041	34559-34711	40424-40483
17445-17600	22579-22580	28218-28244	34818-35065	40540-40684

1	17698-17832	22714-22837	28346-28597	35083-35107	40850-40880
	17834-17864	22905-22935	28725-28901	35193-35317	40936-41079
2	18039-18040	23024-23152	28997-28961	35377-35401	41142-41172
	18045-18075	23218-23249	29064-29115	35453-35578	41326-41609
3	18113-18237	23297-23300	29363-29387	35636-35660	41656-41685
	18253-18278	23350-23479	29452-29728	35761-35886	41877-42019
4	18389-18762	23531-23559	29854-30144	35943-35967	42096-42125
	18953-18979	23608-23634	30216-30218	36070-36195	42221-43603
5	19014-19140	23689-23812	30221-30515	36304-36328	43767-43768
	19208-19236	23931-2395	30590-30591	36396-36521	43830-43834
6	19267-19393	24011-24163	30598-30623	36579-36603	43871-43990
7	19461-19487	24231-24259	30820-30846	36715-36739	

2. Gross Smelter Return (Monthly) : Documents Labeled with "BAR" prefix

7-68	18113-20276	41326-41609
69-577	20279-20767	41638-41791
1981-2580	20879-21073	41877-42019
4361-4426	21078-25016	42047-42182
7008-7108	25054-37347	42221-43603
7234-18021	37459-37787	43871-43990
18024-18040	38040-40747	
18045-18075	40850-41232	

4. Reserves: Documents Labeled with "BAR" prefix

2385-2580
4427-7007
43767-43772
43830-43870

There are no other mines in the Alleged AOI which have been operated by Goldstrike since May 3, 1999.

INTERROGATORY NO. 12: For each of the proven mineral reserves situated within the 1979 AOI not listed in response to Interrogatory 11, in which Barrick has an interest, please set forth the following:

- a. The mining claims or fee land on which the mineral reserve is located.
- b. The value of each mineral reserve, specifying the value of each type mineral.
- c. The date the unpatented or patented mining claim or fee land associated with each mineral reserve was acquired.
- d. From whom Barrick acquired the unpatented or patented mining claim on fee land on which each mineral reserve is located.

1 ANSWER TO INTERROGATORY NO. 12: Goldstrike incorporates by reference its
2 objections and answers to Interrogatory No. 11 as if expressly and fully set forth herein.

3 INTERROGATORY NO. 13: For each of the probable reserves situated within the 1979
4 AOI not listed in response to Interrogatory 11, please set forth the following:

- 5 a. The mining claims or fee land on which the mineral reserve is located.
6 b. The value of each mineral reserve, specifying the value of each type mineral.
7 c. The date the unpatented or patented mining claim or fee land associated with each
8 mineral reserve was acquired.
9 d. From whom Barrick acquired the unpatented or patented mining claim on fee land
10 on which each mineral reserve is located.

11 ANSWER TO INTERROGATORY NO. 13: Goldstrike incorporates by reference its
12 objections and answers to Interrogatory No. 11 as if expressly and fully set forth herein.

13 INTERROGATORY NO. 14: Please state the names of any persons or companies
14 Barrick or High Desert has offered a 50% participation interest as discussed in paragraph 11 of
15 the May 10, 1979 Agreement at issue in this matter. Said provision is specifically discussed in
16 the first full paragraph on page 11 of the 1979 Agreement.

17 ANSWER TO INTERROGATORY NO. 14: Goldstrike expressly incorporates by
18 reference each of the general objections set forth above.

19 Goldstrike specifically objects to Interrogatory No. 14 insofar as it is overbroad and
20 unduly burdensome and requires Goldstrike to provide information that is not relevant and likely
21 to lead to the discovery of admissible evidence in this matter. In particular, Goldstrike objects to
22 Bullion's request for information about actions taken by Goldstrike prior to May 3, 1999, when it
23 actually became the corporate successor of Barrick HD. *See also supra* Answer to Interrogatory
24 No. 2, which is expressly incorporated herein by reference.

25 Goldstrike also objects to Interrogatory No. 14 insofar as it requires Goldstrike to provide
26 information about actions taken by High Desert or Barrick HD between July 10, 1990 and May 3,
27 1999, which actions Goldstrike was not itself involved in, and which actions Goldstrike may not
28

1 have any information about. Goldstrike will not undertake any obligation to obtain information
2 about High Desert's or Barrick HD's actions which is not already in its possession and control.
3 *See also id.*

4 Finally, Goldstrike objects to Interrogatory No. 14 insofar as it is written in such a manner
5 as to suggest that Goldstrike (or Barrick HD or High Desert) is somehow bound by the 1979
6 Agreement, which it (and Barrick HD or High Desert) is not. *See also supra* Answer to
7 Interrogatory No. 3 which is expressly incorporated herein by reference.

8 Subject to and without waiving any of the foregoing general or specific objections,
9 Goldstrike answers Interrogatory No. 14 as follows:

10 Goldstrike asserts that it has not itself offered a 50% participation interest to any persons
11 or companies as discussed in paragraph 11 of the 1979 Agreement, and asserts that it had no
12 obligation to offer any such participation interest to any person or company because it has never
13 been a party to or otherwise bound by the 1979 Agreement. *See also id.*

14 Goldstrike asserts that to the best of its current knowledge, information and belief, neither
15 High Desert nor Barrick HD offered a 50% participation interest to any persons or companies as
16 discussed in paragraph 11 of the 1979 Agreement, and asserts that neither High Desert nor
17 Barrick had an obligation to offer any such participation interest to any person or company
18 because neither High Desert nor Barrick HD were ever a party to or otherwise bound by the 1979
19 Agreement. *See also id.*

20 INTERROGATORY NO. 15: If Barrick's answer to Interrogatory 14 was that Barrick or
21 High Desert has not offered a 50% participation interest to anyone, please set forth all reasons
22 why Barrick has not done so.

23 ANSWER TO INTERROGATORY NO. 15: Goldstrike incorporates by reference its
24 objections and answers to Interrogatory No. 14 as if expressly set forth herein.
25
26
27
28

1 Dated: July 1, 2010

PARSONS BEHLE & LATIMER

2
3 By: 

4 Michael R. Kealy

5 Francis M. Wikstrom

6 Michael P. Petrogeorge

7 Brandon J. Mark

8 *Attorneys for Barrick Goldstrike Mines Inc.*

9

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CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I certify that I am an employee of Parsons Behle & Latimer, and that on this 1st day of July, 2010, I caused to be mailed, via U.S. Mail, postage prepaid, a true and correct copy of **BARRICK GOLDSTRIKE MINES INC.'S SECOND SUPPLEMENTAL ANSWERS AND OBJECTIONS TO PLAINTIFF'S INTERROGATORIES [SET ONE]**, to the following:

Clayton P. Brust, Esq.
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503

By: 

EXHIBIT 5

October 26, 2016 Letter

EXHIBIT 5



ROBISON, BELAUSTEGUI, SHARP & LOW

ATTORNEYS:

Kent R. Robison
Thomas L. Belaustegui
E. DeArmond Sharp
Keegan G. Low
Barry L. Breslow
Mark G. Simons
Michael E. Sullivan
Clayton P. Brust
Stefanie T. Sharp
Frank C. Gilmore
Michael A. Burke

Therese M. Shanks
Scott L. Hernandez

October 26, 2016

Parsons Behle & Latimer
Michael P. Petrogeorge, Esq.
201 South Main Street, Ste. 1800
Salt Lake City, UT 84111

Via Facsimile: 801.536.6111

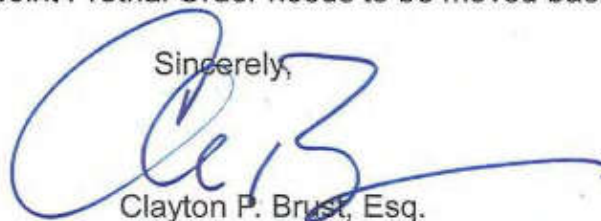
**Re: Bullion Monarch Mining v. Barrick Goldstrike Mines, et al
CV-N-09-00612-ECR-VPC**

Dear Mike:

Judge Du's order denying summary judgment made clear that Barrick's (and High Desert's) acquisitions in the Area of Interest since 1990 are at issue in the lawsuit. Pursuant to Magistrate Cooke's May 27, 2010 Minute Order, and in light of Judge Du's order, the parties must now complete discovery regarding Bullion's alleged damages. To that end, please advise within the next 7 days as to when Bullion can expect to receive complete responses to its interrogatories numbered 2, 8, 11, 12, and 13. That information is needed for Bullion's experts to complete their opinions and for Bullion to calculate its damages.

Further, the information provided should also include production and gross smelter return information. Specifically, Barrick must provide the gross smelter return for production from the "Barrick Fee" lands in the Betze Post mine and Mickle mines. Barrick should have these numbers or be able to calculate the same since Barrick is tracking production of gold and silver from the "Barrick Fee" lands in those two mines. As a reminder, FRCP(e)(1) requires timely supplementation of discovery responses, so the information proved by Barrick should be current through 2016. Depending on the completeness of Barrick's responses, we may need to also depose the witnesses listed as having knowledge regarding the information provided. In light of the above, it makes sense that we contact the Court to advise that the current deadline for filing the Joint Pretrial Order needs to be moved back.

Sincerely,



Clayton P. Brust, Esq.

CPB

P 775.329.3151
F 775.329.7941

71 Washington Street
Reno, Nevada 89503

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EXHIBIT 6

November 1, 2016 Letter

EXHIBIT 6

**PARSONS
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A Professional
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November 1, 2016

VIA EMAIL

Clayton P. Brust
Robinson, Belaustegui, Sharp & Low
71 Washington Street
Reno, Nevada 89503

Re: *Bullion Monarch Mining Company v. Barrick Goldstrike Mines Inc.*, Case No. 3:09-cv-00612-MMD-WGC (United States District Court for the District of Nevada)

Dear Clay:

I am in receipt of your letter dated October 26, 2016, requesting supplemental fact and expert discovery. After reviewing the record, we cannot agree to your request. As a threshold matter, we do not see anything in Judge Du's order indicating that "acquisitions in the Area of Interest since 1990 are at issue in the lawsuit." That order does not address the issue at all. More importantly, expert damages discovery has been stayed, at your suggestion and with your consent, pending a determination of liability at trial and the potential ordering of an accounting.¹

At the Case Management Conference held on May 27, 2010, you suggested that expert discovery be stayed pending the outcome at trial and a determination of liability on the part of Barrick and the ordering of an accounting. Your suggestion was appropriate because until we know whether there is liability, and for what mining properties, and for what period of time, potential damages cannot be determined. I agreed, on behalf of Barrick, that it made sense not to spend time delving into records when the merits of the case could be resolved in a way that would either eliminate the issue entirely or narrow the scope of liability.

In response, Magistrate Judge Cook ordered that "supplemental expert reports shall be deferred until such time the District Court denies the accounting claim in a summary judgment motion or orders accounting at the trial." See Minutes from May 27, 2010, Case Management Conference [Dkt. 32]. Pursuant to our prior agreements and Magistrate Cooke's express order thereon, and since liability still has not been determined and no accounting has been ordered, further expert discovery is premature and inappropriate. As such, Barrick will not agree to any further discovery.

¹ Fact discovery closed on May 25, 2010. On May 27, 2010, Magistrate Judge Cooke granted a limited extension to allow Bullion to take the depositions of Daniel Jensen and Clayton Parr. Beyond that, no further fact discovery was allowed. And we will not agree to the reopening of fact discovery at this juncture.

Clayton P. Brust
November 1, 2016
Page Two

Sincerely,

Parsons Behle & Latimer

A handwritten signature in blue ink, reading "Michael P. Petrogeorge". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael P. Petrogeorge
Attorney at Law

cc: Dan Polsenberg (via email)
Fran Wikstrom (via email)
Brandon Mark (via email)
Peter Webster (via email)

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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

BULLION MONARCH MINING, INC.,

Plaintiff,

vs.

BARRICK GOLDSTRIKE MINES, INC.,

Defendant.

Case No. 03:09-CV-612-MMD-WGC

REPLY BRIEF ON
“MOTION TO COMPEL DISCOVERY”

Barrick’s opposition focuses on the meaning of Magistrate Judge Cooke’s prior order, but the reasons for granting Bullion’s motion go far beyond that. Barrick has already disclosed that it maintains the very records Bullion seeks, and sharing them would help mediate the distrust and lack of information that has so far precluded settlement. Barrick, moreover, has a duty to supplement the responses it already provided. Given Barrick’s shifting views on what constitutes “liability” and “damages,” denying Bullion the information it may need

1 to establish liability would be fundamentally unfair.

2
3 **I.**

4 **THIS COURT SHOULD LIFT THE STAY ON DAMAGES DISCOVERY**

5 There is good cause to lift the stay, whether as an interpretation of Mag-
6 istrate Judge Cooke's order or as an independent order now.

7 **A. The Prior Order Can Reasonably Be Read**
8 **to Require the Additional Discovery Now**

9 **1. *It is Incoherent to Say that the Discovery is "Deferred"***
10 ***until a Dismissal of the Accounting Claim***

11 The portion of the Court's prior order "deferr[ing]" further discovery "until
12 such time as the District Court denies the accounting claim in a summary
13 judgment motion" has caused confusion. Barrick reads the clause to refer to a
14 hypothetical, successful motion by Barrick to dismiss Bullion's request for an
15 accounting. But since Barrick also sees the accounting as the means of estab-
16 lishing the damages element of Bullion's claims (Doc. 248, Opp. 10:13–21), that
17 claim would be dismissed only if the entire complaint were dismissed. That
18 would not be a trigger to reopen discovery. (*Contra* Doc. 87, Tr. at 19:1–5 ("that
19 is when the Court feels it would be appropriate to reopen expert discovery").)
20 So it is incoherent to say that discovery is merely "deferred" until such a dis-
missal.

21 **2. *The Order Can be Read to Defer Discovery until***
22 ***Summary Judgment on the Accounting Claim is Denied***

23 Bullion, by contrast, understands the order to allow discovery to resume if
24 the Court "denies the accounting claim [part of] a summary judgment motion"—
25 i.e., if a summary-judgment motion challenging Bullion's accounting claim were
26 unsuccessful. That means that upon the occurrence of either condition—denial
27 of summary judgment or, if no summary-judgment motion were filed, an order
28 of accounting at trial—the "deferred" discovery would actually resume. Bullion

acknowledges that at the hearing, it offered to pursue its claims on liability to trial in lieu of completing damages discovery for its experts' reports. (*See also* Doc. 31 (arguing that Bullion's experts "must first be furnished with sufficient production information" but as an alternative Bullion was "willing to allow for a continuation of expert discovery regarding damages").) Nonetheless, Bullion believed the language of the Court's minute order controlled.

Under a reasonable reading of that ruling, Barrick's failed attempt to have the accounting claim dismissed in its summary-judgment motion now opens the door for discovery.

**B. Regardless of the Prior Order,
there is Good Cause to Lift the Stay**

Rather than parse the prior order, however, this Court can and should enter a new order lifting the stay as to discovery on damages. This Court has discretion to do so. *Grammer v. Colo. Hosp. Ass'n Shared Servs., Inc.*, 2:14-CV-1701-RFB, 2015 WL 3938406, at *2 (D. Nev. June 26, 2015). And Barrick has not given any substantive reason to keep the stay in place.

1. *Damages Discovery is Not Burdensome*

The burden of production would be minimal. Barrick says that "it makes no sense to require Goldstrike to provide extensive production data for properties and for periods that may prove entirely irrelevant" (Doc. 248, Opp. 11:9–10), and that such a pre-accounting disclosure "would be wasteful for all concerned" (Doc. 248, Opp. 2:11–12). Barrick does not explain why this production would be burdensome, however. To the contrary, Barrick asserts that it separately tracks the production data from the area-of-interest properties. (*See* Amended Resp. to Interrog. 8 ("The production from these properties is tracked separately by Goldstrike, and is commonly referred to as the 'Barrick Fee' open pit production (indicating that Goldstrike does not believe there to be any royalties owed on such ounces).").) Now that Barrick assures us there are no other

1 properties (Doc. 248, Opp. 8:16–9:1), updating the production from 2010 and
 2 disclosing the gross smelter returns (the dollar value of production) and proved
 3 and probable reserves (a projection of the mine’s future capacity) should be
 4 straightforward.

5 **2. *Bullion Seeks the Information to***
 6 ***Pursue a Good-Faith Settlement***

7 At the same time, disclosing and updating this information would pro-
 8 mote settlement. Barrick says that “[t]he parties are so far apart that further
 9 discussions would be a waste of time.” (Doc. 248, Opp. 11:20–21.) But that dis-
 10 tance is due in part to an information gap that disclosure would help bridge.
 11 When the parties agreed to suspend discovery in 2010, neither envisioned that
 12 it would take nearly seven years before this matter would be ordered to tri-
 13 al. Now it has become clear that the continuing fight on liability through trial
 14 will be so expensive as to make settlement even more remote.

15 **II.**

16 **BARRICK MUST SUPPLEMENT ITS PREVIOUS RESPONSES**

17 Irrespective of the stay on damages discovery, Barrick at least has to up-
 18 date its 2010 discovery responses. Barrick does not dispute its obligations un-
 19 der FRCP 26(e)(1) to supplement its responses “even following the close of dis-
 20 covery.” *Star Direct Telecom, Inc. v. Glob. Crossing Bandwidth, Inc.*, 272 F.R.D.
 21 350, 358 (W.D.N.Y. 2011). Barrick’s asserted exemption under the discovery
 22 stay (Doc. 248, Opp. 9 n.7) misreads the scope of that stay. As Barrick argued
 23 in 2010, the purpose of the stay was “to not spend a bunch of time delving into
 24 and fighting over . . . production records from 1990 forward.” (Doc. 87, Tr. at
 25 17:22–24.) Nonetheless, without a fight Barrick had already “delv[ed] into” the
 26 total number of ounces of gold and silver produced from the area-of-interest
 27 properties through July 1, 2010. At the time, Barrick withheld only the dollar
 28 calculation of gross smelter returns and the proved and probable reserves; the

1 fight on those damages issues was postponed. But nothing about the stay sus-
 2 pends Barrick's obligation to update the information it did provide, which is
 3 now outdated.¹

4 III.

5 **BULLION IS CONCERNED THAT BARRICK MAY INVOKE THE ABSENCE OF** 6 **DAMAGES DISCOVERY AS A DEFENSE TO LIABILITY AT TRIAL**

7 Bullion brought this motion in part out of concern that Barrick would try
 8 to escape liability at trial by pointing to the lack of evidence on damages. Dur-
 9 ing the hearing on motions for summary judgment, Barrick represented that
 10 "there's no evidence that [Barrick or its] predecessors obtained any properties in
 11 the area of interest" and that "discovery has long closed in this case on liabil-
 12 ity." (Tr. 8/30/16 19:4–12.) It seemed that, despite Barrick's disclosures of two
 13 such mines—Betze Post AOI and Miekle AOI—Barrick was exploiting the ab-
 14 sence of discovery on damages to say that Bullion could not meet its prima facie
 15 case on liability.

16 Barrick now concedes that those mines constitute properties Barrick or
 17 its predecessors acquired in the area of interest. (Doc. 248, Opp. 8:13–9:3.) And
 18 Barrick represents that those responses are "complete" even now. (*Id.*) Barrick
 19 even goes so far as to say that the stay order effectively bifurcates the trial, ex-
 20 cusing Bullion from gathering or presenting any evidence of damages from un-
 21 paid royalties until the jury's determination of liability. (Doc. 248, Opp. 10:16–
 22 18.)

23 None of Barrick's concessions obviate the need for Barrick's discovery re-
 24 sponses here, though. Bullion is still concerned about moving goalposts on "lia-
 25 bility." Bullion has been repeatedly assured, including in Barrick's opposition

26 ¹ If this Court excuses Barrick from supplementing its responses on grounds
 27 that it falls under the stay of damages discovery, Bullion reserves the right to
 28 challenge the sufficiency and accuracy of those responses when the damages-
 discovery phase commences.

1 here, that Barrick produced “complete” responses to Bullion’s requests relevant
 2 to liability and that Bullion could not compel any further production because of
 3 the stay on damages discovery. (*See* Doc. 248, Opp. 5:1–2 (seeming to
 4 acknowledge that “reserve/production data” is still necessary for the calculation
 5 of damages).) Yet comments like those in the summary-judgment hearing sug-
 6 gest that Barrick may argue that unproduced information about Barrick’s area-
 7 of-interest holdings is critical to Bullion’s case on liability. As a matter of due
 8 process and fundamental fairness, Bullion must be permitted to compel Bar-
 9 rick’s responses on that production information.

10 CONCLUSION

11 For the foregoing reasons, this Court should grant Bullion’s motion.

12 Dated this 13th day of January, 2017.

13 LEWIS ROCA ROTHGERBER CHRISTIE LLP

14 By: /s/ Abraham G. Smith

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 71 Washington Street
 23 Reno, Nevada 89503

24 *Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

Pursuant to Fed. R. Civ. P. 5 and Local Rule 5-4, I certify that I served the foregoing “Motion to Compel Discovery” through the United States District Court’s CM/ECF system electronic mail.

Dated this 13th day of January, 2017.

/s/ Jessie M. Helm

An Employee of Lewis Roca Rothgerber Christie LLP