PCA Case No. 2016-39/AA641

Glencore Finance (Bermuda) Ltd. (Claimant)

-VS-

The Plurinational State of Bolivia (Respondent)

BOLIVIA'S REPLIES TO CLAIMANT'S OBJECTIONS TO BOLIVIA'S REQUESTS FOR PRODUCTION OF DOCUMENTS

QUANTUM PHASE

20 September 2019 Members of the Tribunal:

Prof. Ricardo Ramírez Hernández Prof. John Y. Gotanda Prof. Philippe Sands



Dechert (Paris) LLP

32 rue de Monceau

75008 Paris, France

- In accordance with the procedural calendar annexed to Procedural Order No. 7, dated 29 July 2019, the Plurinational State of Bolivia ("Bolivia") hereby requests the Arbitral Tribunal to order Glencore F inance (Bermuda) L td. ("Glencore B ermuda" or " Claimant") t o pr oduce the documents and categories of documents (the "Documents R equested") described below (the "Requests").
- 2. Pursuant to paragraph 58 of Procedural Order No. 2, Bolivia submits its Requests in tabular form and using the template annexed to Procedural Order No. 2.
- 3. Bolivia confirms that the Documents Requested are not in its possession, custody or control.
- 4. Should the native files of any of the Documents Requested (*e.g.*, Excel files, Outlook files) be available, Bolivia requests that Claimant produce the Documents Requested in such native format.
- 5. Should the documents responsive to the Requests be accompanied by attachments, enclosures, cover l etters a nd/or e xhibits, B olivia r equests t hat C laimant pr oduce t hem a longside t he responsive documents.
- When pr oducing doc uments, e ither v oluntarily or pur suant t o t he A rbitral T ribunal's o rder, Bolivia requests Claimant to identify to which Request each produced document is responsive to.
- 7. The following defined terms are used in Bolivia's Requests:
 - AFEs: authorizations for expenditures;
 - Antimony Smelter: Vinto antimony smelter, located near the city of Oruro, Bolivia;
 - Assets: the Antimony Smelter, the Tin Smelter and the Mine Lease, whether collectively or individually;
 - **Colquiri**: C olquiri S .A., a B olivian company i ndirectly owned a nd c ontrolled b y Glencore International through Sinchi Wayra and Kempsey (a Panamanian Company);
 - **COMIBOL**: the Bolivian State entity "Corporación Minera de Bolivia";
 - Compass Lexecon: Compass Lexecon, LLP;
 - **Compass Lexecon Report**: Expert Report of Messrs. Manuel Abdala and Carla Chavich of Compass Lexecon, dated 15 August 2017;

- **Comsur**: Compañía Minera del Sur S.A. and, following the change in the company's name in 2005, Sinchi Wayra;
- **Cooperativa(s)**: or ganisations of i ndependent w orkers know n a s *Cooperativas* or *cooperativistas* (formerly *subsidiarios*) operating at the Colquiri Mine. The Cooperativas include, but are not limited to, the *Cooperativa 26 de Febrero*, the *Cooperativa 21 de Diciembre* and/or the Association of Cooperativas of Colquiri;
- **Correspondence**: a ny c ommunication s ent or received in a ny format and form (soft and/or hard copy), including but not limited to letters, emails, faxes, memoranda, SMS, WhatsApp messages, handwritten notes, official announcements, press releases and their draft versions;
- **Document(s)**: all forms of written communications and Correspondence, including but not limited to emails, letters, notes, minutes of meetings, memoranda, surveys, audits, assessments, internal analyses, reports, contracts, agreements, drawings, graphs, charts, photographs, phono records, and data compilations;
- **FMV:** fair market value;
- Glencore Bermuda: Glencore (Finance) Bermuda Limited, the Claimant in this arbitration;
- **Glencore International**: Glencore International AG;
- Glencore G roup: Glencore International AG, Gl encore I nternational p lc, Gl encore (Finance) Bermuda Limited and their affiliates and subsidiaries;
- Hearing: hearing on jurisdiction and merits carried out in Paris in May 2019;
- Huanuni Mine : the main tin mine in Bolivia, located in the province of Pantaleón Dalence, Department of Oruro (42 km from the city of Oruro);
- Lazcano I: First Witness Statement of Eduardo Lazcano, dated 15 August 2017;
- Management: any individual that holds managerial positions with some executive power within Glencore Group and/or any of its affiliates and/or subsidiaries, including but not limited to Sinchi Wayra;
- March 2 012 In vestment P lan: t he i nvestment pl an s ubmitted b y S inchi Wayra t o COMIBOL in April 2012 (identified as exhibit EO-7);

- Mine: the C olquiri m ine, a z inc and t in m ine l ocated in the P rovince of Inquisivi, Department of La Paz (226 km from La Paz and 70 km from the city of Oruro), Bolivia;
- Mine Lease: Lease agreement for the Colquiri Mine between the Ministry of External Trade and Investment, COMIBOL, Colquiri S.A. and Comsur dated 27 April 2000 (identified as exhibit C-11);
- Mirones Re port: E xpert R eport o f Ar chitect Di ego M irones Ven egas, d ated 1 7 December 2017;
- Moreira I: First Witness Statement of David Alejandro Moreira, dated 17 December 2017;
- Old Tailings Reprocessing Project: a concept which involved the reprocessing of the residual w aste pr oduct f rom t he be neficiation pr ocess c arried out a t t he C olquiri processing p lant (disposed a t t he ol d t ailings da m) t hrough a ne w pur pose-built beneficiation plant, never implemented;
- **Productive Units**: machinery in the Tin Smelter's production line, such as reverberating, roasting, e lectric, vol atilization a nd f uming f urnaces, c rushing s ystems, c onveying systems and crystallizers;
- Quadrant: Quadrant Economics, LLC, formerly Econ One Research, Inc.;
- Quadrant Report: Expert Report of Mr Daniel Flores of Quadrant, dated 18 December 2017;
- **Reply**: C laimant's R eply on t he M erits a nd C ounter-Memorial o n Ju risdictional Objections, dated 22 June 2018;
- Rosario Agreement: A greement between Colquiri S.A., FEDECOMIN, FENCOMIN, Central Local de Cooperativas Mineras de Colquiri, Cooperativa Minera Collpa Cota, Cooperativa Minera Socavón Inca, and Cooperativa 26 de Febrero dated 7 June 2012 (identified as exhibit C-35);
- Rosario Vein: the richest vein of the Colquiri Mine, which was the subject of the Rosario Agreement;
- **RPA**: Roscoe Postle Associates, Inc.;
- **RPA Report**: Expert R eport of Messrs. Graham Clow and Richard Lambert of RPA, dated 15 August 2017;

- Russo Report: Expert Report of Architect Gina Russo Asbún, dated 15 August 2017;
- Sinchi Wayra: Sinchi Wayra S.A. (and prior to the change in the company's name in 2005, C omsur), a B olivian c ompany i ndirectly owned a nd c ontrolled b y G lencore International through the Panamanian companies Kempsey, Iris and Shattuck;
- Smelters: the Tin Smelter and the Antimony Smelter, whether collectively or individually;
- SRK: SRK Consulting, Inc.;
- SRK Report: Expert Report of Mr Neal Rigby of SRK, dated 18 December 2017;
- Statement of Claim: Claimant's Statement of Claim dated 15 August 2017;
- Statement of Defence: B olivia's Pr eliminary O bjections, Statement of D efence, and Reply on Bifurcation dated 18 December 2017;
- Tin Smelter: Vinto tin smelter, located near the city of Oruro, Bolivia;
- Triennial Plan: the latest triennial plan prepared by Colquiri's management, in July 2011, for the Colquiri Mine (identified as exhibit C-108);
- Villavicencio I: First Witness Statement of Ramiro Villavicencio Niño de Guzmán, dated 18 December 2017; and
- Vinto: C omplejo M etalurgico V into S.A., a B olivian c ompany indirectly owned and controlled by Glencore International through Sinchi Wayra.
- 8. These Requests are without prejudice to all of Bolivia's rights and, in particular, to Bolivia's right to request further documents after reviewing the Documents Requested or any other Document that Claimant may submit in these proceedings.

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Bolivia's Request for Production of Documents

			nateriality, incl. references to submissions			
No.	Documents or category of documents requested	References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments	Reasoned objections to document production request	Response to objections to document production request	Tribunal's decision
А.	COLQUIRI: INVEST	MENT PLANS, BUD	GETS AND OTHER RELATED	DOCUMENTS		
1.	The draft(s) of the Triennial Plan prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group prior to July 2011 (date of the Triennial Plan submitted by Claimant).	Statement of Claim, ¶¶ 268-270; Statement of Defence, ¶ 16 and Sections 7.1.2.1, 7.3.4.1, 7.3.4.2; RPA Report, ¶¶ 13, 24-25, 47, 97, 113, 117, 123, 126; Compass Lexecon Report, ¶¶ 26, 50- 55; Quadrant Report, ¶¶ 38-44; 66-75; SRK Report, ¶¶ 43, 47, 56-58, 67-71; Moreira I, ¶¶ 18-31; Lazcano I, ¶¶ 22-30, 46; C- 108.	As explained by Bolivia in its Statement of Defence (¶ 630), Claimant's experts rely on the Triennial Plan (C-108) to determine the Mine's key value drivers that underlie the compensation claimed in these proceedings for the reversion of the Mine Lease. The Triennial Plan was issued in July 2011, when social tensions at the Mine were already exacerbated (Statement of Defence, ¶ 185). The reversion of the Mine Lease was decreed by the State on 20 June 2012. The relevance of the Documents Requested should therefore not be in dispute. In any event, the Documents Requested are relevant to demonstrate that the Claimant's real expectations about the	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules on the Taking of Evidence in International Arbitration (the <i>IBA Rules</i>). The issue before the Tribunal in relation to this request is whether Claimant's experts correctly rely on the Triennial Plan (C-108) in their valuation of Claimant's investments in the Colquiri Mine, and in particular, whether Claimant would have implemented the Triennial Plan but-for the expropriation of said	Bolivia moves to compel the production of the Documents Requested.Claimant's objections are, in any event, misplaced for the following reasons:a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant's assertion that the Documents Requested are not relevant or material to the dispute is based on a deliberate mischaracterization of Bolivia's case. Claimant states that "Bolivia has failed to articulate how drafts of the Triennial Plan [] could have possibly been 'made-for- litigation'." (emphasis added). However, Bolivia does not seek to establish that the "drafts of the Triennial Plan [were]	Request granted.

	Mine's future performance are consistent with the projections by Respondent's experts and, in turn, to establish the lack of reasonability of Claimant's experts' projections. The Documents Requested are also necessary to enable Respondent's experts to test the Claimant's experts' reliance on the Triennial Plan and to assess the technical and economic reasonability of their key variables and forecasts. The Documents Requested are material to the outcome of this case, as they will demonstrate that (i) the projections underlying Respondent's experts' valuation are correct and (ii) that the Triennial Plan was made-for-litigation and cannot be relied upon to calculate any compensation in this case and, as a result, that Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of the Claimant.	investments (SoD, ¶¶ 630- 633). Bolivia has failed to articulate why drafts of the Triennial Plan (C-108), on which Claimant's experts do <u>not</u> rely, are relevant or material to the outcome of this case, or why the Requested Documents would indicate "that the Claimant's real expectations about the Mine's future performance are consistent with the projections by Respondent's experts" or "enable Respondent's experts to test the Claimant's experts to test the Claimant's experts to test the Claimant's experts reliance on the Triennial Plan and to assess the technical and economic reasonability of their key variables and forecasts." Claimant's experts only rely on the final version of the Triennial Plan (C-108), which is the only version approved. Therefore, only the Triennial Plan in its final form is relevant and material to the issues in dispute in this arbitration. Bolivia uses this opportunity to submit allegations which are based on mere speculation. Namely, Bolivia's allegation "that the Triennial Plan was made-for-litigation and	made-for-litigation." Rather, these drafts, prepared farther away in time from the emergence of social tensions at the Mine, will show (i) that Claimant's real contemporary expectations are consistent with Respondent's experts' projections, and (ii) that the Triennial Plan, prepared when social tensions at the Mine were already exacerbated, was made-for-litigation.Claimant admits that the issue before this Tribunal is "whether Claimant would have implemented the Triennial Plan but-for the expropriation of said investments." Bolivia's request goes precisely to this point. As explained in the "comments" column, the Documents Requested will show that the Triennial Plan was made-for-litigation and would thus never have been implemented in the but-for scenario.Second, Claimant emphasizes that its "experts only rely on the final version of the Triennial Plan [] [t]herefore, only the Triennial Plan in its final form is relevant and material to the issues in dispute in this arbitration." Claimant, again,
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		cannot be relied upon to	deliberately misses the point.
		*	· ·
		calculate any compensation in	The relevance standard should
		this case" crumbles under its	be applied with regard to
		own weight. As Bolivia itself	Bolivia's case, and not
		notes, "[t]he Triennial Plan	Claimant's. The fact that
		was issued in July 2011," ie,	Claimant's experts have cited a
		before Bolivia's breaches of	single investment plan in an
		the Treaty vis-à-vis the Mine,	attempt to inflate damages does
		which occurred in 2012.	not mean that all other
		During 2011, the Mine was	documents created in the
		one of the most competitive	ordinary course of business are
		mines in Bolivia, operating at	somehow irrelevant or
		an average rate of 96% of its	immaterial. On the contrary,
		capacity (Reply, ¶ 109).	these documents are relevant to
		Bolivia has failed to articulate	provide the full context of
		how drafts of the Triennial	Claimant's business, assess
		Plan, prepared before the final	Claimant's real and
		version of the Triennial Plan	contemporaneous expectations,
		was adopted in July 2011 and	and confirm that the Triennial
		long before Bolivia's breaches	Plan was made-for-litigation.
		of the Treaty vis-à-vis the	
		Mine occurred, could have	<i>Third,</i> Claimant alleges that
		possibly been "made-for-	this Request is based on "mere
		<i>litigation.</i> " Therefore,	speculation" and "amounts to a
		Bolivia's request is based on	fishing expedition." This is
		mere speculation.	false.
		-	One, Claimant's allegation that
		Bolivia also fails to specify	this Request is based on "mere
		how the Requested	speculation" is premised on
		Documents could possibly	Claimant's case being correct
		establish that "the projections	(<i>i.e.</i> , that the Triennial Plan was
		underlying Respondent's	not made-for-litigation and
		experts' valuation are	would have been implemented
		correct." There is no basis for	in the but-for scenario).
		this allegation.	Accepting Claimant's objection
		As noted by Gary Born,	would necessarily require the
		"tribunals are generally very	Tribunal to prejudge this issue,

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	unwilling to permit parti	e
	engage in 'fishing	(and should not) do.
	expeditions', aimed at	Two, Bolivia's request for the
	identifying possible clair	ns or nroduction of the drafts of the
	sources of further inquir	y" and Triennial Plan is narrow and
	"[t]he focus of disclosure	specific. It pertains to a
	should be on obtaining	specific category of documents
	relevant and material	(drafts of a single document)
	evidence, not playing gu	essing which can be easily identified
	games" (G Born, Interna	tional by Claimant, who is the only
	Commercial Arbitration	(2d party who knows the author
	edn 2014), pp 2359, 236	1). and context in which the
	This request amounts to	a Triennial Plan and its drafts
	fishing expedition by Bo	livia were prepared. This request
	in an attempt to construc	t a thus does not amount to a
	case on the basis of evide	fishing expedition (<i>"Article 3.3</i>
	that it <i>hopes</i> to find in	[of the IRA Rules] is designed
	Claimants' files. Such fis	shing to prevent a broad "fishing
	expeditions are not perm	itted expedition", while at the same
	under the IBA Rules.	time <u>permitting parties to</u>
	(b) <u>Bolivia's Request 1 a</u>	as a <u>request documents that can be</u>
	whole is excessively bro	ad <i>identified with reasonable</i>
	and fails to identify a "na	
	and specific category	<u>shown to be relevant to the</u>
	Documents that are reason	onably case and material to its
	believed to exist," as req	uired <i>outcome</i> " – Commentary to the
	by Article 3.3(a) of the I	•
	Rules.	Evidence in International
	Request 1 is unacceptabl	v Arbitration, p. 8).
	broad, as it seeks, broadl	-
	documents "prepared and	
	reviewed by" the Glenco	re
	Group as a whole, in add	<i>First</i> , Claimant argues that this
	to Colquiri and Sinchi W	Request would be excessively
	without identifying any	broad as it would require
	particular custodians. Th	e Claimant to search through the
	r	files of the more than 200

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		"Glencore Group," as defined	companies that allegedly
		by Bolivia, comprises over	compose the Glencore Group.
		200 entities around the world.	It is disingenuous to suggest
		Responding to this request	that all of the Glencore Group's
		would therefore be	companies could have
		excessively burdensome for	documents relating to
		Claimant as it would have to	Glencore's operations at the
		search through a vast number	Colquiri Mine, given the
		of documents to locate this	opacity of Glencore's corporate
		information which would be	structure. Glencore knows
		scattered across the files of	which of the Group's
		many individuals at Claimant	companies were involved in the
		and its affiliates. The time and	Colquiri Mine operation and
		cost of producing them	thus should be able to easily
		significantly outweigh their	find the Documents Requested.
		expected probatory value,	It is not reasonable to expect
		especially in light of the fact	that Bolivia identifies which
		that Bolivia has failed to	specific companies of the
		establish the relevance and	Glencore Group hold the
		materiality of the requested	Documents Requested.
		documents.	Glencore's structure and
		(c) In any event, the request	organization is not public, is
		seeks Documents that are, or	obscure and unknown even to
		would reasonably be, in	its own employees.
		Bolivia's possession, custody,	ns own employees.
		or control, contrary to the	
		requirements of Article 3.3(c)	
		of the IBA Rules.	
		This request pertains to	
		documents that were kept in	
		Colquiri's files and over	
		which Bolivia would have	
		access by reason of having	
		expropriated the Mine. Bolivia	
		has in fact produced several	Second, Claimant criticizes
		documents from Colquiri's	Bolivia for not identifying the
		-	

	internal files, showing that it indeed does have access to such information (<i>see, eg</i> , SoD, ¶¶ 174-75; R-33; R-34; R-194; R-195; R-197; R-198; R-199; R-200; R-201; R-202; R-203; R-204; R-205; R-208; R-209; R-210; R-212; R- 253). Furthermore, Bolivia even recognized that it has "search[ed] through Colquiri's Documents" (Bolivia's Request for Production of Documents (9 February 2018), Request 13; <i>see also</i> Moreira I, ¶ 26). Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody	custodians of the DocumentsRequested. The IBA Rules donot require that a requestidentify custodians and, in anycase, as explained above,Bolivia cannot be expected toidentify such custodians giventhe opacity of the GlencoreGroup's organization.Bolivia's request for the"draft(s) of the Triennial Plan"is compliant with Art. 3(3)(a)(i)of the IBA Rules, whichprovides that "A request toproduce shall contain adescription of each requesteddocument sufficient to identifyit".c. The Documents Requestedare not in Bolivia's possession,custody or controlIn limine, Bolivia notes that
	"search[ed] through Colquiri's Documents" (Bolivia's Request for Production of Documents (9 February 2018), Request 13; <i>see also</i> Moreira I, ¶ 26). Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly	 is compliant with Art. 3(3)(a)(i) of the IBA Rules, which provides that "A request to produce shall contain a description of each requested document sufficient to identify it". c. The Documents Requested are not in Bolivia's possession, custody or control In limine, Bolivia notes that Claimant has not denied being in possession, custody or control of the Documents Requested. Rather, Claimant alleges that the Documents Requested would be in Bolivia's possession "by
		reason of having expropriated the Mine." This is false. First, Bolivia confirms that it is not in possession, custody or control of these Documents. As explained by Mr Moreira, Colquiri's general manager

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		after the reversion of the Mine
		Lease, "[l]amentablemente, los
		archivos que tenemos son muy
		escasos porque, según me han
		comentado empleados que
		estuvieron presentes al
		momento de la reversión, en
		ese momento nos quedamos sin
		información y sin equipos de
		computación que permitan
		verificar los antecedentes
		históricos de la administración
		de Colquiri hasta finales de
		<i>junio de 2012</i> " (Moreira I, ¶
		13). Claimant has not disputed
		Mr Moreira's statement in its
		Reply or during his cross-
		examination at the Hearing.
		Mr Rigby, Bolivia's mining
		expert from SRK, also
		confirmed during his site visit
		to the Mine that there were no
		archives and electronic files for
		resource and reserves
		estimations (such as electronic
		block models and drill hole
		databases) because "these had
		been reportedly removed by
		Glencore when the Lease
		Agreement was terminated"
		(SRK Report, ¶ 24).
		Second, Claimant has the
		burden to prove that the
		Documents Requested would
		be in Bolivia's possession,
		custody or control (Bolivia

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		cannot further demonstrate that
		<i>it does not</i> have these
		documents, i.e., a negative
		fact). Claimant has failed to
		prove that much. Instead,
		Claimant refers to several
		exhibits submitted by Bolivia
		(e.g., R-194 , R-195 , R-208 , R-
		209 , R-210 and R-212) to
		suggest that Bolivia would
		have access to all of the
		documents that were stored at
		the Mine as of the date of
		Reversion (and, thus, that
		Bolivia would have access to
		the Documents Requested).
		Claimant's argument is a <i>non</i>
		sequitur.
		One, it suffices to review the
		exhibits referenced by
		Claimant to see that most of
		them are public documents to
		which any Bolivian citizen,
		company or entity has access.
		Two, the exhibits referenced by
		Claimant are unrelated to the
		Documents Requested
		("draft(s) of the Triennial
		Plan"). These exhibits pertain
		to, for instance, public deeds
		(R-210) and Colquiri's
		Memorias Anuales (as
		registered in the Public
		Mercantile Register; see R-
		194; R-195; R-208; R-209; R-
		212).

					Three, even if Bolivia had access to <u>some</u> data, as explained by Mr Moreira, left at the Mine at the time of the Reversion, it does not follow that the Documents Requested are in Bolivia's possession, custody or control. The fact that Bolivia has submitted a few historical documents pertaining to the Mine (which are wholly unrelated to the Documents Requested) does not mean that Bolivia has access to all the historical documents. If this were the case, Bolivia would not be requesting the Documents sought.	
2.	Any other triennial and/or 5-year plans for the Mine prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group within 5 years prior to the reversion of the Mine Lease on 20 June 2012.	Statement of Claim, ¶¶ 268-270; Statement of Defence, ¶ 16 and Sections 7.1.2.1, 7.3.4.1, 7.3.4.2; RPA Report, ¶¶ 13, 24-25, 47, 97, 113, 117, 123, 126; Compass Lexecon Report, ¶¶ 26, 50- 55; Quadrant Report, ¶¶ 38-44; 66-75; SRK Report, ¶¶ 43, 47, 56-58, 67-71; Moreira I, ¶¶ 18-31; Lazcano I,	The Documents Requested are relevant as they will enable Respondent's experts to compare the projections contained in plans for the Mine prepared by Glencore during the ordinary course of business (as opposed to plans made-for- litigation, as the Triennial Plan) with the Mine's historical performance. This, in turn, will enable Respondent's experts to test the reasonability of relying on Glencore's business plans to assess the Mine's future performance and will confirm that the forecasts prepared by	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Bolivia grossly mischaracterizes paragraph 8.2 of Procedural Order No 1. This paragraph provides, in full, that: " <i>Expert reports shall</i> <i>be accompanied by any</i> <i>documents or information</i> <i>upon which they rely, unless</i>	Bolivia moves to compel the production of the DocumentsRequested.Claimant's objections are, in any event, misplaced for the following reasons:a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant's objection is premised on a deliberate mischaracterization of Bolivia's request.Claimant states that "[t]he issue before the Tribunal in relation to this request is	Request denied.

	¶ 22-30, 46; C-	Respondent's experts are	such documents or	whether Claimant's experts can
	108.	reasonable.	information have already been	reasonably rely on the
		The Documents Requested are	submitted with the Parties'	Triennial Plan (C-108) <u>when</u>
		material to the outcome of this	written submissions, in which	compared against the Mine's
		case, as they will demonstrate	case the reference to the	historical performance."
		(i) that Respondent's experts'	number of the exhibit will be	This view is incomplete.
		analyses and projections are	enough." Contrary to	Bolivia does not (only) aim to
		correct, and (ii) that the	Bolivia's suggestion, this	compare the Triennial Plan
		Triennial Plan (which is the	provision does not give	with the Mine's historical
		basis for Claimant's experts'	Bolivia "the right to review	performance, but also (and
		forecasts) cannot be relied upon	the documents relied upon by	specifically through this
		to calculate any compensation	Claimant's experts to perform	Request) to compare <u>other</u>
		in this case and, as a result, that	their analyses," even less so to	contemporaneous business
		Claimant's valuation is flawed.	request documents on which	plans with the Mine's historical
		Claimant's valuation is nawed.	Claimant's experts do not rely.	performance to test the
		As an independent basis for this	Indeed, it does not address the	reasonability of Glencore's
		request, Claimant's experts have	Parties' right to request	reliance on the Triennial Plan
		confirmed the existence of the	documents in this arbitration	to project the Mine's future
		Documents Requested and have	at all.	performance.
		had access to and/or relied on	The issue before the Tribunal	performance.
		them, as shown by the fact that,		Second, Claimant alleges that
		(i) in its report, Compass	in relation to this request is whether Claimant's experts	this Request is based on "mere
		Lexecon makes reference to the		speculation" and "amounts to a
		" <u>latest</u> Triennial Plan" (¶ 52	can reasonably rely on the	fishing expedition." This is
		(a)) and (ii) Compass Lexecon	Triennial Plan (C-108) when	false.
		acknowledges that, to perform	compared against the Mine's historical performance. All	One, Claimant's allegation that
		its valuation, it relied "on	data relating to the historical	this Request is based on <i>"mere</i>
		historical information and	performance of the Mine is on	speculation" is premised on
		contemporaneous business	the record (<i>see</i> CLEX-011;	Claimant's case being correct
		plans prior to the expropriation	RPA-33; RPA-34; RPA-35;	(<i>i.e.</i> , that the Triennial Plan was
		[]" (Compass Lexecon		not made-for-litigation and
		Report, ¶ 4).	RPA-36; RPA-37; RPA-46;	would have been implemented
		Thus, consistent with ¶ 8.2 of	RPA-47 ; RPA-48) and has	in the but-for scenario).
		Procedural Order No. 1,	been referred to and relied	Accepting Claimant's objection
		-	upon by the experts of both	
		Respondent's experts have the	sides (<i>see</i> RPA Report, ¶¶ 88,	would necessarily require the
		right to review the documents	115, 118; Compass Lexecon	Tribunal to prejudge this issue,
		relied upon by Claimant's	Report, ¶¶ 25, 49, 51; Econ	

experts to perform their	One Report, ¶¶ 33, 38, 41;	something this Tribunal cannot
analyses (such as the	SRK Report, ¶¶ 50, 60, 87,	(and should not) do.
Documents Requested).	Appendix B: Documents	Two, Bolivia's request for
For the reasons stated above,	Relied Upon). Bolivia takes	"triennial and/or 5-year plans
Bolivia reasonably believes that	quotes from the executive	[] within 5 years prior to the
the Documents Requested exist	summary in the Compass	reversion of the Mine Lease on
and are in the possession,	Lexecon Report out of	20 June 2012" is narrow and
custody or control of the	context: in relation to the	specific. It pertains to a specific
Claimant.	Mine, Claimant's experts only	category of documents
	rely on the Triennial Plan (C-	(triennial and /or 5-years
	108) and no other business	business plans), which can be
	plans, as it can be clearly seen	easily identified by Claimant,
	from Section V.1.1.a of	who is the only party who
	Compass Lexecon's Report,	knows the author and context
	which specifically relates to	in which those business plans
	the Mine.	were prepared. This Request
	Bolivia has failed to articulate	thus does not amount to a
	why old triennial and/or 5-	fishing expedition, as explained
	year plans for the Mine on	in Request No. 1.
	which Claimant's experts do	b. <u>Bolivia's alternative basis</u>
	not rely, are relevant or	for this Request
	material to the outcome of this	
	case, or why the Requested	Claimant contends that ¶ 8.2 of
	Documents would indicate	Procedural Order No. 1 "does
	"that the Triennial Plan	not give Bolivia 'the right to
	(which is the basis for	review the documents relied
	Claimant's experts' forecasts)	upon by Claimant's experts to
	cannot be relied upon to	perform their analyses ". This
	calculate any compensation in	is plainly wrong and in breach
	this case."	of due process.
	Moreover, to the extent the	In limine, ¶ 8.2 of Procedural
	Requested Documents exist,	Order No. 1 is broad, as it
	many would have been	provides that "Expert reports
	prepared or reviewed in the	shall be accompanied by <u>any</u>
	context of Glencore's	documents or information <u>upon</u>
	negotiations with Bolivia	which they rely" (emphasis
		added). This provision simply

	regarding the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared risk agreements, and are therefore confidential "without prejudice" settlement documents (R-231). And such documents were prepared in the specific context of the negotiations for the global migration of the mining contracts, which necessarily entails that they contain conservative estimates and projections concerning the investment commitments by which Claimant would be	reflects the principle of equality of arms. Both Parties' experts must have access to the same information. Claimant's reading of ¶ 8.2 deprives it of any practical effect. The fact that Claimant's experts must submit the documents they relied upon necessarily means that Bolivia has the right to review those documents. Under Claimant's reading, if its experts fail to submit " <u>any</u> documents or information upon which they rely", Bolivia would not have
	 bound subject to the termination of the envisaged agreement. This is clearly distinct from the question of the viability of Claimant's experts' projections in the context of this arbitration. As such, they cannot be used in this arbitration and are in any event neither relevant nor material to the outcome of this case. Once again, Bolivia uses this opportunity to submit allegations which are based on mere speculation. As explained above in the reasoned objection to Request 	the right to request the missing documents. This is absurd and would prevent Bolivia from duly presenting its case. Claimant's experts acknowledge having relied upon contemporaneous business plans (in plural) and examined the " <i>latest Triennial</i> <i>Plan</i> " when preparing their reports. ¶ 4 of the Compass Lexecon Report states that " <i>[i]n providing our opinion <u>we</u></i> <u>rely on [] the reading of</u> <i>multiple financial and</i> <u>operational documents related</u> to the mining and smelter operations, <u>business and</u> <u>investment plans, [] we rely</u>
	1, Bolivia's allegations that the Triennial Plan was " <i>made-</i>	on historical information and

for-litigation" and was not contemporaneous business "prepared [] during the plans prior to expropriation	,
ordinary course of business"	c.
lacks any basis Boliyia also	
fails to specify how the	
Requested Documents could	-
possibly establish that "the	ed
projections underlying (which would contradict the	eir
<i>Respondent's experts</i> durite it is in the interval of the int	
<i>valuation are correct.</i> "	that
Bolivia's allegations are based	
on mere speculation. Like	due
Request 1, above, this request	ave
The right to review those	
amounts to a fishing expedition by Bolivia in an O'Meller, "to review diose	ру
attempt to construct a case on O'Malley, " <u>a party's right</u>	<u>to</u>
the basis of evidence that	<u>by</u>
it <i>hopes</i> to find in Claimants'	
files. Such fishing expeditions	
are not permitted under the	<u>ng</u>
it. This view accords with b IBA Rules.	<u>asic</u>
IBA Rules. <u>notions of procedural fairne</u>	2 <u>SS</u>
(b) <u>Bolivia's Request 2 as a</u> which require that the adve	rse
whole is excessively broad party should at all times be	
and fails to identify a "narrow adequately allowed to	
and specific category of challenge an expert's	
Documents that are reasonably conclusions if they are	
believed to exist," as required potentially material" (Nath	an
by Article 3.3(a) of the IBA D. O'Malley, <i>Rules of Evid</i>	ence
Rules. in International Arbitration	
Like Request 1, Request 2 in (Routledge 2012), ¶ 5.18,	
Like Request 1, Request 2 is amphasic added)	
unacceptably broad, as it	1
seeks, broadly, documents . <u>The Documents Request</u>	
"prepared and/or reviewed by" are not confidential	
the Glencore Group as a Claimant argues that the	
whole, in addition to Colquiri Documents Requested wou	ld
and Sinchi Wayra, over a have been created in the	

			"
		period of five years, without	"context of Glencore's
		identifying any particular	negotiations with Bolivia
		custodians. The "Glencore	regarding the global migration
		Group," as defined Bolivia,	of the mining contracts for
		comprises over 200 entities	Porco, Bolivar and Colquiri to
		around the world.	shared risk agreements", and,
		Responding to this request	as such, and pursuant to the
		would therefore be	confidentiality agreement of 6
		excessively burdensome for	October 2008, could not be
		Claimant as it would have to	used in the present arbitration.
		search through a vast number	This is false.
		of documents to locate this	11115 15 14150.
		information which would be	One, this is premised on a
			misreading of the
		scattered across the files of	confidentiality agreement (R-
		many individuals at Claimant	231).
		and its affiliates. The time and	Claimant submits that the
		cost of producing them	
		significantly outweigh their	confidentiality agreement
		expected probatory value,	covers documents "prepared or
		especially in light of the fact	reviewed in the context of
		that Bolivia has failed to	Glencore's negotiations with
		establish the relevance and	Bolivia." But R-231 makes no
		materiality of the requested	reference to documents
		documents.	"reviewed" during the
		(c) In any event, the request	negotiations; it only protects
		seeks Documents that are, or	"información generada durante
		would reasonably be, in	el proceso de negociación"
		Bolivia's possession, custody,	(<i>i.e.</i> , <u>prepared for the</u>
		<u>or control</u> , contrary to the	negotiations).
		requirements of Article 3.3(c)	Given that the Documents
		of the IBA Rules.	Requested (<i>i.e.</i> , business plans)
		of the IBA Kules.	were prepared in the ordinary
		As explained in Claimant's	course of business, they fall
		reasoned objections to	
		Request 1, above, this request	outside the scope of the
		pertains to documents that	confidentiality agreement.
		were kept in Colquiri's files	
		······································	

	and over which Bo	livia would Two, Claimant's
	have access by reas	
	having expropriate	• •
	(see, eg, SoD, ¶¶ 1	, ,
		LAS BOILVIA explained in Its
	Moreira I, ¶ 26; R -	submissions (Rejoinder ¶ 348
	R-194; R-195; R-1	and recent correspondence
	R-199; R-200; R-2	regarding Procedural Order No
	R-203; R-204; R-2	(X) Claimant openly breached
	R-209; R-210; R-2	212; R-
	253). Claimant, on	the other when Claimant (Renly ¶ 175)
	hand, lost control of	of the Mine and its witness (Eskdale I ¶¶
	on 30 May 2012. F	urthermore, 109-119) discussed at length
	as explained above	the "negotiations with Bolivia
	extent Documents	exist regarding the global migration
	responsive to this I	Request, of the mining contracts for
	these may have bee	en shared Porco Bolivar and Colauiri to
	with Bolivia in the	context of shared risk agreements" in its
	Glencore's negotia	tions first submission
	regarding the globa	al migration
	of the mining contr	
	Porco, Bolivar and	
	shared risk agreem	
	are therefore confid	-
	"without prejudice"	" settlement are relevant to Bolivia's case
	documents (R-231)). and material to the outcome of
	TI 1	this dispute. This is contrary to
	The documents req	s l good taith
	Bolivia are therefo	
	within its possession	on, custody <u>Inree</u> , Claimant states that part of the information included in
	and control.	
	Notwithstanding an	the Documents Requested
	prejudice to the ab	would already be in the record
	spirit of cooperatio	n Claiment (see references to CLEA-011;
	offers to conduct a	reasonable KPA-33 ; KPA-34 ; KPA-35 ;
	search of any trien	nial and/or KPA-36; KPA-37; KPA-46;
	5-year plan prepare	ad by
	Colquiri and/or Sir	under Claimant's own case, by
		submitting these documents as

	within 12 months prior to the	attachments to its expert
	takeover of the Mine, not in	reports, Claimant breached the
	the context of the negotiations	confidentiality agreement (R -
	between Glencore and Bolivia	231) and waived any
	concerning the global	confidentiality. Claimant
	migration of the mining	cannot cherry-pick the alleged
	contracts for Porco, Bolivar	confidentiality (by submitting
	and Colquiri to shared-risk	confidential documents and
	agreements.	objecting to the production on
	agreements.	the basis of confidentiality).
		the basis of confidentiality).
		Four, aware of the weakness of
		its objection, Claimant is
		already making arguments on
		the basis of documents that
		Bolivia has not reviewed (e.g.,
		according to Claimant, the
		Documents Requested would
		<i>"contain conservative estimates</i>
		and projections"). This sort of
		arguments only serve to
		reinforce the need for Bolivia
		to be able to review the
		Documents Requested in order
		to respond to Claimant's case.
		d. <u>Bolivia's request is narrow</u>
		and specific
		First, Claimant argues that this
		Request would be excessively
		broad as it would require
		Claimant to search through the
		files of the more than 200
		companies that allegedly
		compose the Glencore Group.
		For the same reasons stated in
		Request No. 1 above, this
		objection should be dismissed

			(i.e., Glencore knows which of
			the Group's companies were
			related to the Colquiri Mine,
			and Bolivia cannot identify
			those companies due to the
			Group's opaque structure and
			organization).
			Second, Claimant criticizes
			Bolivia for failing to identify
			the custodians of the
			Documents Requested. As
			stated in Request No. 1 above,
			the IBA Rules do not require
			identifying specific custodians
			and, in any case, Bolivia's
			request is compliant with Art.
			3(3)(a)(i) of the IBA Rules (as
			it contains " <i>a description of</i>
			each requested document
			sufficient to identify it.").
			Third, Claimant states that
			"[t]he time and cost of
			producing [the Documents
			Requested] significantly
			outweigh their expected
			probatory (sic) value." It is not
			for Claimant to self-servingly
			determine the probative value
			of the Documents Requested.
			Pursuant to Art. 27.4 of the
			UNCITRAL Rules, this is for
			the Tribunal to decide.
			In any case, Bolivia has
			demonstrated that the
			Documents Requested will
			confirm that the Triennial Plan
L	II	1	

					cannot be relied upon to calculate any compensation in this case. e. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control. * * * Claimant offers to conduct a reasonable search of any Triennial and/or 5-year plan prepared by Colquiri and/or Sinchi Wayra within 12 months prior to the reversion of the Mine Lease. In light of the unjustifiably narrow scope of Claimant's offer (<i>inter alia</i> , in terms of the timeframe and companies covered), Bolivia maintains its Request.	
3.	The Documents supporting the data and statements in the Triennial Plan, specifically: a. In relation to <u>the</u> <u>Mine</u> , the economic and/or financial analyses	Statement of Claim, ¶¶ 268-270; Statement of Defence, ¶ 16 and Sections 7.1.2.1, 7.3.4.1, 7.3.4.2; RPA Report, ¶¶ 13, 24-25, 47, 97, 113, 117, 123, 126;	The relevance and materiality of the Documents Requested should not be in dispute given that Claimant submitted the Triennial Plan with its Statement of Claim (C-108) and its experts have extensively relied on it to value the Mine Lease (see, for instance, RPA	Claimant objects to this request for the following two reasons: (a) <u>Bolivia's Request 3 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> <u>believed to exist</u> ," as required	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore	Request granted as narrowed down by Respondent.

that include as	Compass Lexecon	Report, ¶ 174: "RPA has	by Article 3.3(a) of the IBA	acquired control of the Mine)
input and/or yield	Report, ¶¶ 26, 50-	prepared physicals and costs	Rules.	and June 2011.
as output the:	55; Quadrant	assumptions for the Mine,	Request 3 is unacceptably	Bolivia notes that Claimant
• total life of	Report, ¶¶ 38-44;	Colquiri Tailings Project and	broad, as it fails to identify	does not dispute the relevance
the Mine	66-75; SRK Report,	Tin Smelter based on available	any particular custodians or	and materiality of the
tin	¶¶ 43, 47, 56-58,	information from Glencore. <u>The</u>	provide any time frame, as the	Documents Requested.
production;	67-71; Moreira I, ¶¶	physicals and costs assumptions	IBA Rules require. Moreover,	1
-	18-31; Lazcano I,	are based on the following data	the definition of "Documents"	Claimant's objections are, in
• total life of	¶¶ 22-30, 46; C-	sources, modified were	provided by Bolivia is	any event, misplaced for the
the Mine	108.	considered appropriate by RPA:	extremely broad and covers	following reasons:
zinc		[] <u>2011 Colquiri Triennial</u>	"all forms of written	a. <u>Bolivia's request is narrow</u>
production;		<u>Plan 2012-2014</u> " (emphasis	communications and	and specific
• reserves;		added), and ¶ 47: "[] [t]he	Correspondence, including,"	<i>First</i> , Claimant criticizes
		production rate is [also] based	to provide only a few	Bolivia for not identifying the
 resources; 		on the Triennial Plan"; see	examples, "emails, notes, .	custodians or providing a
• head		Compass Lexecon Report, ¶ 52:	contracts, agreements,	timeframe for the Documents
grades;		"[w]e value Colquiri based on a	drawings, graphs, charts,	Requested. As stated in
		production profile []	photographs, phono records,	relation to Request No. 1
• waste		following the latest Triennial	and data compilations."	above, the IBA Rules do not
dilution		<i>Plan []"</i>).	The Requested Documents are	require identifying the specific
levels;		In any event, the Documents	not only voluminous and	custodians. Such Rules do not
• cut-off		Requested are relevant to	difficult to locate, but they	require that the requesting party
grades;		confirm that the Triennial Plan	will also provide a fragmented	identifies a particular
• stringing		was overly optimistic when	view. Claimant's experts only	timeframe either, if the request
 stripping ratios; 		compared with the operations	rely on the final version of the	is specific enough. Bolivia's
ratios,		and technical data available to	Triennial Plan (C-108), which	request is compliant with Art.
 mining 		the Claimant at the time, and	is the only version approved.	3(3)(a)(i) of the IBA Rules, as
costs;		that, as explained by Bolivia, a	Therefore, only the Triennial	it contains "a description of
• metal price		willing buyer "would have	Plan in its final form is	each requested document
forecasts;		audited the Triennial Plan,	relevant and material to the	sufficient to identify it'.
iorecasts,		realized its assumptions are	issues in dispute in this	Indeed, as shown by the word
• power		overly optimistic []") and	arbitration.	"specifically" in the first
consumpti		dismissed the Plan (Statement		paragraph of the Request, the
on levels;		of Defence, ¶ 778).	Responding to this request	Documents Requested are
		The Documents Requested are	would therefore be	limited to "the economic and/or
		also necessary to enable	excessively burdensome for	financial analyses that include
			Claimant as it would have to	as input and/or yield as output"

• water Respondent's experts to assess discussing in the technical and ecomonic reasonability of the Triennial expenditure espen	 	 			
on levels;reacoublily of the Triemial Plan's key variables and forecasts.information which would be scattered across the files of and its afflitiates. The time and on for producing them and its afflitiates. The time and is afflitiates. The time and of producing them and its afflitiates. The time and is afflitiates. The time and is afflitiates. The time and is afflitiates. The time and scattered across the files of and its afflitiates. The time and is afflitiates. The time and is afflitiates. The time and is afflitiates.Second, and without prejudice to the foregoing. Claimant scattered across the files of and its afflitiates. The time and is afflitiates and the time "Documents" for as a result. Claimant's experts' a scattered across the files of and its afflitiates.Second, and without prejudice to the forequing the and its afflitiates.• operating expendium espendium espendium espendium goes• convert, and (ii) that the processing goesSecond, and without prejudice to the forequing the converted to the outcome of this converted.Second, and without prejudice to the forequing the cancer of the processing on processing plant. the economic analyses that include as imput and/or financial analyses that include as imput schedule ofSeconde and processions the trieminal Plan's and the schedule of to proceed and projections in the trieminal Plan's and confirmed the schedule of the Mine's plant. the cononic analyses that include as imput and/or financ	• water		-	the specific parameters listed in	
Plan's key variables and forecasts.Plan's key variables and forecasts.scattered acrost he files of many individuals at Claimant and is affiliates. The time and cost of producing them settered acrost he files of many individuals at Claimant and is affiliates. The time and cost of producing them settered acrost he files of many individuals at Claimant and is affiliates. The time and cost of producing them settered acrost he files of many individuals at Claimant and is affiliates. The time and cost of producing them settered acrost he files of many individuals at Claimant and is a set operating downnents the OPEX as a result, Claimant's valuation as mining goes deeper into the mine'; and/orsettered acrost he files of many individuals at Claimant's correct, and (ii) that the Treminel Plan cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's experts have or offrmed the existence of the Documents is fawed.settered acrost he files of many individuals at Claimant's cost producing them settered acrost he files of many individuals at Claimant's acrost reasoned objections to reasoned objections to request, claimant's experts have the mine'; and/orsettered acrost he files of many individuals at Claimant's acrost producing them as cost method is a file acrost to produce at any cost grade definition of the settere acrost he files of many individuals at Claimant's acrost grade definition of the mine'; and/or• operating goes deeper into the mine'; and/orProceedant is a settere acrost of acrost set produce is a produce the mine'; and/orSet of producing is file acrost to produce at apy confirmed by Claimant's allegation that is expere	consumpti			the Request.	
 eapital expenditur ess - CAPEX; operating corpenditur ess - CAPEX; operating corpenditur ess - case, as they will demonstrate encode objections to the foregoing. Claimant entities of mark of producing them as infinicanty outweigh their expendent's expendent's expendent's expendent sequested are mainlyses and projections are expenditur (including documents (including forecasting the OPEX as a result, Claimant's sequest and the OPEX as a result, Claimant's sequest have and/or of the time's provision in this case and, as a result, Claimant's sequest have and/or so confirmed the existence of the mine); and/or social and environme the mas confirmed by Claimant's allegation that its experts have confirmed by Claimant's allegations and projections to trice. Such as copering material, creater (barrows the decuments in the "riemital Plan" wat expension and analyses that are evide the riew the decuments that expension and analyses that are evide to objections to reasonable' (Statement of Chaim § 206 The receive the decuments that expension analyses that include as input and/or yield as output the: and/or yield as output the separate and/or yield as output the separate ano	on levels;	reasonability of the Triennial	information which would be	Second and without prejudice	
expenditur es - CAPEX;The Documents Requested ar material to the outcome of this case, as they will demonstrate es - OPEX (including the OPEX es - OPEX (including the OPEX documents the OPEX documents documents documents mining goesThe Documents Requested are that Respondent's experisd in this case and or created and have as an independent basis for this and/or is flawed.many undyvalues all Chainant's essoned objections to Request 2, above, Bolivia the as ar sculf. Claimant's experts day to request documents on request.in fact, Claimant uses a much broader definition of Documents in the access to and/or relied on the request, Claimant's experts day to request documents on the does not give Bolivia the reguest documents and/or relied on ther, as sconfirmed by Claimant's allegation that its experts have "matyzel/d/the aud/or financial and/or gidal as confirmed by Claimant's allegation that its experts have "matyzel/d/the aud/or financial and/or gidal as confirmed by Claimant's allegation that its experts have "matyzel/d/the aud/or financial and/or gidal as confirmed plan," and confirmed "that the inputs in the recondule" and analyses that include as input and/or gidal as confirmed plan," and confirmed "that the inputs in the recondule" analyses fragen the recondule as input and/or yidal as consistent vitil §2.0 Freedural Order No. 1, Respondent's experts have the registion and projections of Procedural Order No. 1, Respondent's experts have the registion and plan," and confirmed "that the inputs in	• apprital	Plan's key variables and	scattered across the files of	1 0	
es- CAPEX;The Documents Requested are material to the outcome of this case, as they will demonstrate (i) that Respondent's experts' and point is expents' (including documents (including documents (including documents (including documents (including goes as mining goes deeper into the mine); and/orThe Documents Requested are variant is as a rusel, Claimant's valuation is flawed.and its affiliates. The time and cost of producing them significantly outweigh their expected probatory value. As explained in Claimant's grossly mischaracterized argaph 8.2 of Procedural Order No 1. This provision do request A source of the grossly mischaracterized and have and/orand its affiliates. The time and cost of producing them significantly outweigh their expected probatory value. As an independent basis for this request, Claimant's experts have trequest, Claimant's experts have trequest, Claimant's experts have the first provision do access to and/or relied on them, as confirmed by Claimant's allegation that its experts have "analyse[d] the confirmed "that the inputs in the Treeminal Plan were confirmed "that the inputs in the reasonable" (Statement of Claim, 1270). This is assession, custody or constient with § 8.2 of Proceedual Order No. 1, Request 1, above, this request seeks Documents that are, or reasonable" (Statement of confirmed "that the inputs in the reasonable" (Statement of claim, 1270). Thus, consistent with § 8.2 of Proceedual Order No. 1, Responden's experts have the reduit re	-	forecasts.	many individuals at Claimant		
CAPEX;material to the outcome of this case, as they will demonstrate () that Respondent's experts' analyses and projections are es ~ OPEX (including documents forecasting the OPEX as mining goes deeper into the mino); and/ormaterial to the outcome of this case, as they will demonstrate is projections are correct, and (ii) that the Triemnial Plan cannot be relied upon to calculate any compensation in this case and, as a nindependent basis for this the mino); and/orcost of producting them significantly outweight their expected probatory value.allegedly being "extremely braad".• Social and environme material to the outcome of this fine he Mine's mrocessing plant, the componing material and/or file and/or friennial plant, the commis analyses that include as input and/or file the the Mine's processing plant, the commis analyses thatmaterial to the outcome of this confirmed the existence of the Documents Requested and have confirmed the existence of the Documents Requested and have confirmed the existence of the the Mine's processing plant, the control, contrary to the reconstable? (Statement of claim, a sconfirmed by Claimant's analyze(d) the analyses that include as input and/or firminial Plant were reasonable? (Statement of claim, 12/20).cost of proceedural to the input shape the Triemial Plant were reasonable? (Statement of claim, 12/20).cost of proceedural to the input shape the triemial Plant were reasonable? (Statement of claim, 12/20).alloged to the input shape the triemial Plant were reasonable? (Statement of claim, 12/20).cost of proceedural to see the input shape the include as input and/or field as <td>-</td> <td>The Documents Requested are</td> <td>and its affiliates. The time and</td> <td></td> <td></td>	-	The Documents Requested are	and its affiliates. The time and		
 ease, as they will demonstrate (i) that Respondent's experts' analyses and projections are correct, and (ii) that the Triennial Plan cannot be relied documents forecasting documents forecasting documents forecasting documents forecasting documents forecasting documents as mining goess deeper into the mine); and/or social and environme ntal costs. In relation to derive the mine); and/or social and environme the Mine's processing plant. the confirmed the minute as input and/or financial and/or financial an		1	cost of producing them		
 operating expenditure seymediture espenditure seymediture espenditure espendi	CAPEX;		significantly outweigh their		
expenditur es - OPEX (including documents the OPEX as mining goes deceper into environme the mine); and/oranalyses and projections ar correct, and (ii) that the Triennial Plan cament ob relied upon to calculate any compensation in this case and, as a result, Claimant's expents have confirmed the existence of the back access to and/or relied on the Mine's male costs.As an independent basis for this request, Claimant's expents have confirmed the existence of the Documents Requested and have (claimant's experts have confirmed the existence of the back access to and/or relied on them, as confirmed by Claimant's alguation that its experts have "analyze/d] the assumptions and projections in the Mine's plant, the conomic and/or financial and/or financial and/or financial and/or financial and/or financial and/or financial and/or financial and/or financial schedule ofanalyses and projections ar triemial Plan were reasonably be, in Bolivia is prosession contrarty to the requirements of Article 3.3(c) or control, contrary to the requirements of Article 3.3(c) or control, contrary to the requirements of Article 3.3(c) or control, contrary to the requirements of Article 3.3(c) of the IBA Rules.In Incluinant's andore which Bolivia woedle and over which Bolivia would and/or yield as output the:Inst. consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the firit to review the documents relied upon by Claimant's relied upon by Claiman	 operating 	-	expected probatory value.		
 es - OPEX (including documents forceasting the OPEX as mining goes deeper into the mine); a confirmed the environme ntal costs. b. In relation to environme ntal costs. b. In relation to the Mine's processing plant, the economic and/or financial and/or yield as output the: content and competent on the set of the mine's and/or financial and/or yield as output the: correct, and (ii) that the Triemial Plan cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. confirmed the existence of the Documents Requested and have had access to and/or relied on them, as confirmed by Claimant's allegation that its experts have "analyze[d] the assumptions and projections in the Triemial Plan" and confirmed "that the inputs in the triemial Plan" and confirmed "that the inputs in the conomic and/or yield as output the: annual schedule of 	expenditur		As explained in Claimant's		
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forecasting the OPEX as mining goes 	documents		÷	· · · · · · · · · · · · · · · · · · ·	
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schedule of relied upon by Claimant's and over which Bolivia would Request for the Document	output me.		-		
	• annual	•			
tin experts when performing their have access by reason of Production on Quantum, ¶ 4).	schedule of			-	
	tin	experts when performing their	have access by reason of	Production on Quantum, \P 4).	

concentrate	analyses (such as the	having expropriated the Mine	Third, Claimant states (with no
	Documents Requested).	(see, eg, SoD, ¶¶ 174-75;	explanation whatsoever) that
production:	• /	Moreira I, ¶ 26; R-33; R-34;	the Documents Requested
	For the reasons stated above,	R-194; R-195; R-197; R-198;	would provide "a fragmented
	Bolivia reasonably believes that	R-199; R-200; R-201; R-202;	view." This is false, contrary to
	the Documents Requested exist	R-203; R-204; R-205; R-208;	common sense and a <i>non</i>
	and are in the possession,	R-209; R-210; R-212; R-	sequitur: having access to the
	custody or control of Claimant.	253). Claimant, on the other	Documents Requested (<i>i.e.</i> ,
S		hand, lost control of the Mine	documents supporting the
production;		on 30 May 2012.	Triennial Plan) can only
• metallurgic		•	provide a more complete view
al		The documents requested by	and enable a better assessment
recoveries;		Bolivia are therefore plainly	of said Plan. Moreover,
		within its possession, custody	whether Documents to be
processing		and control.	disclosed provide a
costs;		Notwithstanding and without	"fragmented" or "complete
• power		prejudice to the above, in the	view" of a factual or technical
consumpti		spirit of cooperation, Claimant	issue is irrelevant to grant or
on levels;		offers to conduct a reasonable	deny a request for Documents;
		search of presentations,	it is for the Tribunal – not the
• water		budgets, assessments, reports	Claimant – to weigh the
consumpti		and analyses created by	evidence, once submitted by
on levels;		Colquiri and/or Sinchi Wayra	the Parties.
transportati		within 12 months prior to the	Fourth, Claimant submits that
on costs;		issuance of the Triennial Plan	responding to this Request
• capital		supporting the data and	would be excessively
• capital expenditur		statements included therein in	burdensome, as it would have
es –		relation to the specific	to "search through a vast
es – CAPEX;		parameters requested by	number of documents to locate
CAPEA;		Bolivia in Request 3.	this information which would
• operating			be scattered across the files of
expenditur			many individuals at Claimant
es –			and its affiliates".
OPEX; and			
			This is simply not believable.
			Claimant's quantum case in the
			arbitration is premised entirely

social and	on the Triennial Plan. If this
	Plan was as important as
environme	-
ntal costs.	Claimant contends, " <i>the</i>
	economic and/or financial
	analyses" that support it should
	be readily accessible and
	Claimant and its experts must
	have already reviewed such
	Documents before relying on
	the Plan so heavily. If Claimant
	could locate the Triennial Plan,
	it could easily locate the
	information that allegedly
	supports it.
	Regarding Claimant's
	allegation that the time and cost
	of producing the Documents
	Requested would outweigh its
	probative value, as stated in
	relation to Request No. 2
	above, this is not for Claimant
	but for the Tribunal to decide
	(UNCITRAL Rules, Art. 27.4).
	(UNCH RAL Rules, AR. 27.4). In any case, Bolivia has
	demonstrated that the
	Documents Requested will confirm that the Triennial Plan
	cannot be relied upon to
	calculate any compensation in
	this case.
	b. <u>Bolivia's alternative basis</u>
	for this Request
	Claimant alleges that Bolivia
	"grossly mischaracterizes
	paragraph 8.2 of Procedural
	Order No. 1." For the same

		reasons in Request No. 2
		above, Claimant's reading of
		this provision deprives it of any practical meaning and Bolivia's
		experts have the due process
		right to review the Documents
		Requested.
		c. <u>The Documents Requested</u>
		are not in Bolivia's possession,
		custody or control
		For the same reasons in
		Request No. 1 above, the
		Documents Requested are not
		in Bolivia's possession,
		custody or control.
		* * *
		Claimant offers to conduct a
		reasonable search of
		presentations, budgets,
		assessments, reports and
		analyses created by Colquiri
		and/or Sinchi Wayra within 12
		months prior to the issuance of
		the Triennial Plan supporting
		the data and statements
		included therein in relation to
		the specific parameters
		requested by Bolivia in
		Request 3.
		In light of the unjustifiably
		narrow scope of Claimant's
		offer (inter alia, in terms of the
		timeframe and group of
		companies covered), Bolivia
		maintains its Request.
L		

4.	The Documents and Communications	Statement of Claim, ¶¶ 268-270;	The relevance and materiality of the Documents Requested	Claimant <u>objects</u> to this request for the following two	Bolivia moves to compel the production of the Documents	Request granted as narrowed
	prepared and/or	Statement of	should not be in dispute given	reasons:	Requested as narrowed down	down by
	reviewed by Colquiri	Defence, ¶ 16 and	that Claimant submitted the		below in the spirit of	Respondent.
	and/or Sinchi Wayra	Sections 7.1.2.1,	Triennial Plan with its	(a) <u>Bolivia's Request 4 as a</u> whole is excessively broad	cooperation: Bolivia accepts	-
	and/or the Glencore	7.3.4.1, 7.3.4.2;	Statement of Claim (C-108) and	and fails to identify a "narrow	to limit its Request to	
	Group that refer to the	RPA Report, ¶¶ 13,	its experts have extensively	and specific category of	Documents and	
	approval and/or	24-25, 47, 97, 113,	relied on it to value the Mine	Documents that are reasonably	Communications prepared	
	budgeting for and/or	117, 123, 126;	Lease (see, for instance, RPA	<u>believed to exist</u> ," as required	and/or reviewed between	
	implementation of the	Compass Lexecon	Report, ¶ 174: "RPA has	by Article 3.3(a) of the IBA	October 2004 (when Glencore	
	Triennial Plan,	Report, ¶¶ 26, 50-	prepared physicals and costs	Rules.	acquired control of the Mine)	
	including but not	55; Quadrant	assumptions for the Mine,		and June 2012.	
	limited to:	Report, ¶¶ 38-44;	Colquiri Tailings Project and	Request 4 is unacceptably	In limine, Bolivia notes that	
	a. minutes of	66-75; SRK Report,	Tin Smelter based on available	broad, as it seeks, broadly,	Claimant does not dispute the	
	director	¶¶ 43, 47, 56-58,	information from Glencore. <u>The</u>	Documents and	relevance and materiality of the	
	meetings;	67-71; Moreira I, ¶¶	physicals and costs assumptions	Communications "prepared	Documents Requested.	
	8-,	18-31; Lazcano I,	are based on the following data	and/or reviewed by" the	-	
	b. minutes of	¶¶ 22-30, 46; C-	sources, modified were	Glencore Group as a whole, in	Claimant's objections are, in	
	budget	108.	considered appropriate by RPA:	addition to Colquiri and	any event, misplaced for the	
	committee		[] <u>2011 Colquiri Triennial</u>	Sinchi Wayra, without	following reasons:	
	meetings;		<u>Plan 2012-2014</u> " (emphasis	identifying any particular custodians or providing any	a. Bolivia's request is narrow	
	_		added), and ¶ 47: "[] [t]he	time frame, as the IBA Rules	and specific	
	c. reports and/or		production rate is [also] based	require. The "Glencore	<i>First</i> , Claimant argues that this	
	assessments of		on the Triennial Plan"; see	Group," as defined by Bolivia,	Request is excessively broad as	
	the Triennial		Compass Lexecon Report, ¶ 52:	comprises over 200 entities	it would require Claimant to	
	Plan's		"[w]e value Colquiri based on a	around the world. Moreover,	search through the files of the	
	economic		production profile []	the definition of " <i>Documents</i> "	more than 200 companies that	
	viability;		following the latest Triennial	provided by Bolivia is	allegedly compose the	
			<i>Plan []"</i>).	extremely broad and covers	Glencore Group.	
	d. budgets, AFEs		In any case, the Triennial Plan	<i>"all forms of written</i>	-	
	and investment		was issued in July 2011 (C-	communications and	For the same reasons stated in	
	authorizations		108) , so in the one year before	Correspondence, including,"	Request No. 1 above, this	
	for the		the reversion of the Mine Lease	to provide only a few	objection should be dismissed	
	budgeting for		(on 20 June 2012), there was	examples, " <i>emails</i> , <i>notes</i> , .	(<i>i.e.</i> , Glencore knows which of	
	and/or		ample time for the Plan to be	contracts, agreements,	the Group's companies were	
	implementation		approved, budgeted for and	drawings, graphs, charts,	involved in the Colquiri Mine	
				arawings, graphs, charts,	operation, and Bolivia cannot	

of the Triennial	implemented, and a record of	photographs, phono records,	identify those companies due to
Plan;	the expenses incurred as a result	and data compilations."	the Group's opaque structure
	of such implementation should	Responding to this request	and organization).
e. any accrued	exist.	would therefore be	Second, Claimant submits that
expenses	The Documents Requested are	excessively burdensome for	responding to this Request
arising out of	relevant to demonstrate that the	Claimant as it would have to	would be excessively
the	costs in the Triennial Plan were	search through a vast number	burdensome, as it would have
implementation	overly optimistic and were	of documents to locate this	to "search through a vast
of the Triennial	dissociated from the reality of	information, which would be	number of documents to locate
Plan booked as	the Mine (characterized by a	scattered across the files of	this information which would
OPEX and/or	history of undercapitalization	many individuals at Claimant	be scattered across the files of
CAPEX; and	under Glencore's tenure).	and its affiliates. The time and	many individuals at Claimant
	under Grencore's tenure).	cost of producing them	and its affiliates".
f. social and/or	The Documents Requested are	significantly outweigh their	and us ajjuates.
environmental	also relevant and necessary to	expected probatory value.	For the same reasons stated in
studies required	enable Respondent's experts to	expected probatory value.	Request No. 3 above, this
for and/or	test the Claimant's experts'	As explained in Claimant's	objection is simply not
related to the	reliance on the Triennial Plan	reasoned objections to	believable (Claimant's case in
Triennial Plan's	and to assess the technical and	Request 2, above, Bolivia	the arbitration is entirely
implementation,	economic reasonability of its	grossly mischaracterizes	premised on the execution of
including but	key variables and forecasts.	paragraph 8.2 of Procedural	the Triennial Plan. If this Plan
not limited to:	The Documents Requested are	Order No 1. This provision	was as important as Claimant
	material to the outcome of this	does not give Bolivia the right	contends, the Documents
- Environm	case, as they will demonstrate	to request documents on	Requested – which pertain to
ental	(i) that Respondent's experts'	which Claimant's experts do	the Plan's approval, budgeting
Impact	analyses and projections are	not rely. In fact, paragraph 8.2	for and implementation –
Study	reasonable and (ii) that the	does not address the Parties'	should be readily accessible
("Estudio	Triennial Plan cannot be relied	right to request documents in	(and, in any case, must have
de	upon to calculate any	this arbitration at all.	already been reviewed by
Impacto	compensation in this case and,	(b) In any event the request	Claimant and its experts).
Ambiental	as a result, Claimant's valuation	(b) In any event, <u>the request</u> seeks Documents that are, or	Regarding Claimant's
");	is flawed.	would reasonably be, in	allegation that the time and cost
	is naweu.	Bolivia's possession, custody,	of producing the Documents
- Environm	As an independent basis for this		Requested would outweigh its
ental file	request, Claimant's experts have	<u>or control</u> , contrary to the requirements of Article 3.3(c)	probative value, as stated in
("ficha	confirmed the existence of the	of the IBA Rules.	Request No. 2 above, this is not
	Documents Requested and have	of the IBA Kules.	for Claimant but for the
	had access to and/or relied on		

ambiental"	them, as confirmed by	As explained in Claimant's	Tribunal to decide
); and	Claimant's allegation that its	reasoned objections to	(UNCITRAL Rules, Art. 27.4).
	experts have "analyze[d] the	Request 1, above, this request	In any case, Bolivia has
- Evaluation	assumptions and projections in	pertains to documents that	demonstrated that the
of	the Triennial Plan" and	were kept in Colquiri's files	Documents Requested will
Environm	confirmed "that the inputs in the	and over which Bolivia would	confirm that the Triennial Plan
ental	Triennial Plan were	have access by reason of	cannot be relied upon to
Impact	reasonable" (Statement of	having expropriated the Mine.	calculate any compensation in
Study	Claim, ¶ 270).	For instance, Bolivia itself	this case.
("Estudio de Evaluació n de Impacto Ambiental ")	Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts when performing their analyses (such as the Documents Requested). For the reasons stated above, Bolivia reasonably believes that the Documents Requested exist	introduced into the record of this arbitration Exhibit R-34 , which corresponds to sub- category (d) of Request 4. Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody and control.	<i>Third</i> , Claimant criticizes Bolivia's definition of the term <i>"Documents"</i> for being <i>"extremely broad."</i> For the same reasons stated in Request No. 3 above, this objection is not only unwarranted but also inconsistent with Claimant's own requests (which use a broader concept of
	and are in the possession,	Notwithstanding and without	"Documents").
	custody or control of Claimant.	prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search of presentations, minutes of meetings, AFEs, investment authorizations, environmental studies,	b. <u>Bolivia's alternative basis</u> for this Request Claimant alleges that Bolivia "grossly mischaracterizes paragraph 8.2 of Procedural Order No. 1."
		contracts and agreements prepared and/or executed by Colquiri and/or Sinchi Wayra after the issuance of the Triennial Plan that refer to the approval and/or budgeting and/or implementation of the Triennial Plan.	For the same reasons stated in Request No. 2 above, Claimant's reading of this provision deprives it of any sense and Bolivia's experts have the due process right to review the Documents Requested.

 T	1		
			c. <u>The Documents Requested</u>
			are not in Bolivia's possession,
			custody or control
			For the same reasons stated in
			Request No. 1 above, the
			Documents Requested are not
			in Bolivia's possession,
			custody or control. In addition:
			One, the only exhibit cited by
			Claimant as evidence that
			Bolivia would have access to
			all the Documents Requested
			(R-34) is, precisely, described
			by Mr Moreira as one of the
			few documents that he was able
			to locate after Glencore left the
			Mine with most of the
			corporate records (Moreira I, ¶¶
			13, 26).
			Two, contrary to Claimant's
			contention, exhibit R-34 is not
			responsive to category (d)
			("budgets, AFEs and
			investment authorizations for
			the budgeting for and/or
			implementation of the Triennial
			Plan"). Exhibit R-34 does not
			account for the budgeting
			and/or the implementation of
			the Triennial Plan at all.
			* * *
			Claimant offers to conduct a
			reasonable search of
			presentations, minutes of
			-
			meetings, AFEs, investment

					authorizations, environmental studies, contracts and agreements prepared and/or executed by Colquiri and/or Sinchi Wayra after the issuance of the Triennial Plan that refer to the approval and/or budgeting and/or implementation of the Triennial Plan. In light of the unjustifiably narrow scope of Claimant's offer (<i>inter alia</i> , in terms of the group of companies covered), Bolivia maintains its Request.	
5.	The Documents supporting the data and statements in the March 2012 Investment Plan (exhibit EO-7), specifically: a. In relation to <u>the Mine</u> , the economic and/or financial analyses that include as input and/or yield as output the: • total life of the Mine tin production;	Statement of Defence, ¶ 641; Quadrant Report, ¶¶ 48-52; EO-07 .	Bolivia explained in its Statement of Defence that the March 2012 Investment Plan submitted by Sinchi Wayra to COMIBOL in April 2012 (<i>i.e.</i> , close to the Mine Lease's valuation date, which Claimant argues is 29 May 2012 and Bolivia argues is 19 June 2012) "contains significantly different (more conservative) projections and investments from those reflected in the Triennial Plan" (Statement of Defence, ¶ 641). The Documents Requested are relevant to confirm that the assessment of the Mine's key value drivers by Bolivia's experts is reasonable and consistent with Claimants' own contemporaneous (<i>i.e.</i> , as of the	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. As explained above in Claimant's objections to Request 2, in relation to the Mine, Claimant's experts only rely on the Triennial Plan (C- 108) and no other business plans, as it can be clearly seen from Section V.1.1.a of Compass Lexecon's Report, which specifically relates to the valuation of the Mine.	Bolivia moves to compel the production of the DocumentsRequested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to the period between October 2004 (when Glencore acquired control of the Mine) and June 2012.Claimant's objections are, in any event, misplaced for the following reasons:a. The Requested Documents are relevant to the case and material to its outcomeFirst, Claimant states that its experts did not rely on the March 2012 Investment Plan (EO-7) when preparing their	Request g ranted but limited to the period b etween October 20 04 t o June 201 2 and only related to the Colquiri Mine.

• total life of	time of the reversion)	Furthermore, Bolivia breached	expert reports, and, therefore,
the Mine	documents and expectations.	its confidentiality obligations	such Plan would be irrelevant
zinc	The Documents Requested are	when it introduced Exhibit	for this case. This is, again, a
production;	-	EO-7 into the record because,	non sequitur.
	The Documents Requested are material to the outcome of this case, as they will demonstrate (i) that Respondent's experts' analyses and projections are reasonable and (ii) that Claimant's experts' analyses and projections (which rely extensively on the Triennial Plan) cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of the Claimant.		non sequitur. As Bolivia explained in its Request No. 1, the fact that Claimant's experts have referred to a single document (<i>i.e.</i> , the Triennial Plan) in an attempt to inflate damages does not make other business plans prepared in the ordinary course of business (such as the March 2012 Investment Plan) irrelevant or immaterial. On the contrary, the March 2012 Investment Plan (prepared only 3 months before the reversion of the Mine Lease) is relevant to assess Claimant's real
• metal price forecasts;		cannot rely on Documents "supporting data and statements" made in Exhibit	expectations as to the future performance of the Mine. <i>Second</i> , Claimant objects to
• power		EO-7.	this Request because the
 consumpti on levels; water consumpti on levels; capital 		In any event, as explained in Claimant's reasoned objections to Request 2 above, given that the March 2012 Investment Plan (EO-7) was prepared in the specific	Documents Requested would allegedly contain information regarding the mines of Porco and Bolivar, which are not at issue in this dispute. This objection is baseless.
expenditur		context of the negotiations for	<u>One</u> , the fact that some of the
es –		the global migration of the	Documents Requested may
CAPEX;		mining contracts, it is clearly	contain, in part, information
CALLA,		distinct from the question of	that is not relevant to this
• operating expenditur		the viability of Claimant's experts' projections in the	specific dispute is not a valid ground to refuse to produce

es – OPEX	context of this arbitration. responsive Documents
(including	Thus, the Requested altogether. There are several
documents	Documents are neither mechanisms – which Claimant
forecasting	relevant nor material to the knows very well – to produce
the OPEX	outcome of this case. the Documents Requested
as mining	while protecting confidential
goes	Moreover, the Requested information on Porce and
deeper into	Documents contain Deliver (such as pertial
the mine);	information regarding Porco reductions)
and/or	and Bolivar, neither of which
	is at issue in the present <u>Two</u> , Claimant's objection is
social and	dispute. Thus, such inconsistent with Claimant's
environme	information is neither relevant own acts, as Claimant itself has
ntal costs.	nor material to the outcome of incorporated to the record
b. In relation to	this arbitration. documents that contain
the Mine's	(b) <u>Bolivia's Request 5 as a</u> information related to Porco
processing	whole is excessively broad and Bolivar (see, for instance,
<u>plant</u> , the	and fails to identify a "narrow C-283).
economic	and specific category of In any case, Bolivia confirms it
and/or financial	Documents that are reasonably is not interested in (or
analyses that	believed to exist," as required requesting) accessing data that
include as input	by Article 3.3(a) of the IBA pertains to the Porco or Bolivar
and/or yield as	Rules. mines.
output the:	
output inc.	Request 5 does not establish a b. <u>The Documents Requested</u>
• annual	time frame as required by the <u>are not confidential</u>
schedule of	IBA Rules, nor does it refer to Claimant alleges that Bolivia
tin	individual custodians. It refers would have breached its
concentrate	broadly to " <i>Documents</i> ", confidentiality obligations by
S	defined by Bolivia in an adding Exhibit EQ-7 to the
production;	extremely broad way to cover record. This argument is
• annual	<i>"all forms of written</i> belated, false and contrary to
• annual schedule of	<i>communications and</i> good faith
zinc	Correspondence, including,"
	to provide only a few <i>First</i> , Exhibit EO-7 has been in
concentrate	examples, " <i>emails</i> , notes, . the record since December
S	contracts, agreements, 2017, when Bolivia submitted
production;	drawings, graphs, charts, its Statement of Defense. For

 metallurgic al recoveries; processing costs; 	photographs, phono records, and data compilations."more than 18 months, Claimant has never argued that EO-7The Requested Documents are not only voluminous and difficult to locate, but they will also provide a fragmentedmore than 18 months, Claimant has never argued that EO-7Was a confidential document (it is not). Claimant did not argue this, for instance, when it addressed the alleged breach of
 power consumpti on levels; water consumpti on levels; transportati on costs; capital expenditur 	view. Most data and statements sit in the files of a number of individuals (who Bolivia fails to identify) with technical and operational roles. It would thus be unduly and disproportionately burdensome for Claimant to collect and produce the Requested Documents.confidentiality in its Reply (¶¶ 171-175).Requested DocumentsSecond, Claimant has not demonstrated that EO-7 (and much less the Documentsnumber of individuals (who Bolivia fails to identify) with technical and operational roles. It would thus be unduly and disproportionately burdensome for Claimant to collect and produce the
expenditur es – CAPEX; • operating expenditur es – OPEX; and	(c) In any event, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules.of EO-7 merely says that the March 2012 Investment Plan (generated in the ordinary course of business) should be included as an annex to the "contrato de asociación."
• social and environme ntal costs.	As explained in Claimant's reasoned objections to Request 1, above, this request pertains to documents that were kept in Colquiri's files and over which Bolivia would have access by reason of having expropriated the Mine (<i>see, eg,</i> SoD, \P 174-75; c. <u>Bolivia's request is narrow</u>
	Moreira I, ¶ 26; R-33; R-34; R-194; R-195; R-197; R-198; R-199; R-200; R-201; R-202; R-203; R-204; R-205; R-208;and specific First, Claimant criticizes Bolivia for failing to identify the custodians or providing a

			R-209; R-210; R-212; R- 253). Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody and control.	time frame for the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, as shown by the word "specifically" in the first paragraph of the Request, the Documents Requested are limited to "the economic and/or financial analyses that include as input and/or yield as output" the limited number of parameters described in the Request. Second, Claimant criticizes Bolivia's definition of the term "Documents" for being "extremely broad." For the same reasons stated in Request No. 3 above, this objection is not only unwarranted but also inconsistent with Claimant's own requests (which use a broader concept of "Documents"). Third Claimant states (with no explanation whatsoever) that
--	--	--	---	--

	the Documents Requested
	-
	would provide " <i>a fragmented</i>
	view." This is false, contrary to
	common sense and a <i>non</i>
	sequitur: having access to the
	Documents Requested (i.e.,
	documents supporting the
	March 2012 Investment Plan)
	can only provide a more
	complete view and enable a
	better assessment of said Plan.
	Moreover, whether Documents
	to be disclosed provide a
	"fragmented" or "complete
	view" of a factual or technical
	issue is irrelevant to grant or
	deny a request for Documents;
	it is for the Tribunal – not the
	Claimant – to weigh the
	evidence, once submitted by
	the Parties.
	Fourth, Claimant submits that
	responding to this Request
	would be excessively
	burdensome, as it would have
	to search through the files of
	many individuals and affiliates.
	This objection is simply not
	believable. Bolivia is
	requesting for "the economic
	and/or financial analyses" that
	support the March 2012
	Investment Plan. This Plan
	was prepared shortly before the
	reversion of the Mine Lease,
	contains a detailed assessment
	contains a uctaileu assessiiteitt

					performance, and Claimant cannot seriously contend it does not know who holds the Documents and where. Given that the Documents Requested relate only to the March 2012 Investment Plan, Claimant can easily identify the responsive Documents by reaching out to the individuals and departments who authored this single plan. d. <u>The Documents Requested are not in Bolivia's possession, custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	
6.	The Documents and Communications prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group that refer to the approval and/or budgeting for and/or implementation of the March 2012 Investment Plan, including but not limited to:	Statement of Defence, ¶ 641; Quadrant Report, ¶¶ 48-52; EO-07.	The March 2012 Investment Plan was issued in March 2012 (EO-07). In the 3 months before the reversion of the Mine Lease (on 20 June 2012), there was ample time for the Plan to be approved and for its implementation to commence. As explained by Quadrant, " <i>not</i> only did the March 2012 Investment Plan anticipate a longer ramp-up period, a lower long-term level of ore processed, and did not include investments related to the old	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. As explained in Claimant's objection to Request 5 above, Bolivia breached its confidentiality obligations when it introduced the March 2012 Investment Plan (EO-7)	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents and Communications prepared and/or reviewed between October 2004 (when Glencore acquired control of the Mine) and June 2012. Claimant's objections are, in any event, misplaced for the following reasons:	Request g ranted but limited to the period b etween October 20 04 t o June 201 2 and only related to the Colquiri Mine.

a.	minutes of	tailings reprocessing project,	into the record, which in any	a. The Documents Requested
<i>u</i> .	director	but the plan also anticipated the		are relevant to the case and
	meetings;	need for US\$12.3 million more	immaterial to the outcome of	material to its outcome
h	minutes of	-		-
0.			-	
b. c. d.	minutes of budget committee meetings; reports and/or assessments of the March 2012 Investment Plan's economic viability; budgets, AFEs and investment authorizations for the implementation of the March 2012 Investment Plan; any accrued expenses	 in CAPEX compared to the Triennial Plan" (Quadrant, ¶ 51). The Documents Requested are relevant to confirm that Respondent's experts' analyses and projections regarding operating costs (OPEX), capital investments (CAPEX), production rates and other relevant metrics are reasonable and consistent with Claimant's own contemporaneous (<i>i.e.</i>, as of the time of the reversion) documents and expectations about the Mine's performance. The Documents Requested are material to the outcome of this case, as they will demonstrate (i) that Respondent's experts' analyses and projections are reasonable and (ii) that Claimant's experts' analyses and projections (which rely extensively on the prepared-for- 	 this arbitration. Just as it cannot rely on the March 2012 Investment Plan (EO-7) in this arbitration, Bolivia also cannot rely on "Documents and Communications that refer to the approval and/or budgeting for and/or implementation of the March 2012 Investment Plan" (EO- 7). Thus, the Requested Documents are neither relevant nor material to the outcome of this case. Moreover, the Requested Documents contain information regarding Porco and Bolivar, neither of which are at issue in the present dispute. Thus, such information is neither relevant nor material to the outcome of this arbitration. (b) Bolivia's Request 6 as a whole is excessively broad 	Claimant attempts to relate the purported confidentiality of the Documents Requested to its alleged lack of relevance or materiality. The IBA Rules, however, make clear that these are two separate issues (as confirmed by the fact that confidential documents may be produced if they are relevant and material to the dispute – IBA Rules, Art. 9(4)). In fact, because this is the only ground on which Claimant has objected to relevance and materiality, Claimant has not disputed the relevance or materiality of the Documents Requested. b. <u>The Documents Requested</u> <u>are not confidential</u> <i>First</i> , Claimant alleges that Bolivia has breached its confidentiality obligations by submitting Exhibit EO-7 .
	arising out of	litigation Triennial Plan) cannot	and fails to identify a "narrow	submitting Exhibit EO-7.
	the	be relied upon to calculate any	and specific category of	As stated in Request No. 5
	implementation	compensation in this case and,	Documents that are reasonably	above, Claimant's objection is
	of the March	as a result, Claimant's valuation	believed to exist," as required	belated, false and contrary to
	2012	is flawed.	by Article 3.3(a) of the IBA	good faith.
	Investment Plan	Bolivia reasonably believes that	Rules.	
	booked as	the Documents Requested exist	Request 6 is unacceptably	Second, Claimant alleges that
		and are in the possession,	broad, as it seeks, broadly,	the Documents Requested
		and are in the possession,	broad, as it seeks, broadly,	would contain information

OPEX and/or	custody or control of the	Documents and	regarding the mines of Porco
CAPEX; and	Claimant.	Communications "prepared	and Bolivar, which are not at
		and/or reviewed by" the	issue at the present dispute.
 CAPEX; and f. social and/or environmental studies required for and/or related to the March 2012 Investment Plan's implementation, including but not limited to: Environm ental Impact Study ("Estudio de Impacto Ambiental "); Environm ental file ("ficha ambiental"); and 	custody or control of the Claimant.	Communications "prepared and/or reviewed by" the Glencore Group as a whole, in addition to Colquiri and Sinchi Wayra, without identifying any particular custodians or providing any time frame, as the IBA Rules require. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of " <i>Documents</i> " <i>provided by Bolivia is</i> <i>extremely broad and covers</i> " <i>all forms of written</i> <i>communications and</i> <i>Correspondence, including,</i> " to provide only a few examples, " <i>emails, notes, .</i> <i> contracts, agreements,</i> <i>drawings, graphs, charts,</i> <i>photographs, phono records,</i> <i>and data compilations.</i> " The Requested Documents are not only voluminous and difficult to locate, but they will also provide a fragmented view. They sit in the files of a number of individuals (who	issue at the present dispute. As stated in Request No. 5 above, this is not a valid ground to object to Bolivia's Request. Bolivia confirms that it is not requesting information concerning the Porco and Bolivar mines. c. Bolivia's request is narrow and specific <i>First</i> , Claimant criticizes Bolivia for failing to identify the custodians or providing a time frame for the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains <i>"a description of each requested document sufficient to identify it"</i>). Indeed, the Documents Requested only pertain to the approval, budgeting for and
- Evaluation			implementation of a single
- Evaluation of		Bolivia fails to identify) with	
Environm		technical and operational	business plan (the March 2012
ental		roles. It would thus be unduly	Plan), and are thus easily
		and disproportionately	identifiable.
Impact		burdensome for Claimant to	Second, Claimant criticizes
Study			Bolivia's definition of the term

("Estudio	collect and produce the	"Documents" for being
de	Requested Documents.	"extremely broad."
Evaluació	(c) In any event, the request	For the same reasons stated in
n de	seeks Documents that are, or	Request No. 3 above, this
Impacto	would reasonably be, in	objection is not only
Ambiental	Bolivia's possession, custody,	unwarranted but also
")	or control, contrary to the	inconsistent with Claimant's
	requirements of Article 3.3(c)	own requests (which use a
	of the IBA Rules.	broader concept of
	of the IBA Rules.	*
	As explained in Claimant's	"Documents").
	reasoned objections to	Third, Claimant states (with no
	Request 1, above, this request	explanation whatsoever) that
	pertains to documents that	the Documents Requested
	were kept in Colquiri's files	would provide "a fragmented
	and over which Bolivia would	view". This is false, contrary to
	have access by reason of	common sense and a <i>non</i>
	having expropriated the Mine	sequitur: having access to the
	(see, eg, SoD, ¶¶ 174-75;	Documents Requested (<i>i.e.</i> ,
	Moreira I, ¶ 26; R-33; R-34;	documents that refer to the
	R-194; R-195; R-197; R-198;	approval, budgeting for and/or
	R-199; R-200; R-201; R-202;	implementation of the March
	R-203; R-204; R-205; R-208;	2012 Investment Plan) can only
	R-209; R-210; R-212; R-	provide a more complete view
	253). Claimant, on the other	and enable a better assessment
	hand, lost control of the Mine	of said Plan. Moreover,
	on 30 May 2012.	whether Documents to be
		disclosed provide a
	The documents requested by	"fragmented" or "complete
	Bolivia are therefore plainly	view" of a factual or technical
	within its possession, custody	issue is irrelevant to grant or
	and control.	deny a request for Documents;
		it is for the Tribunal – not the
		Claimant – to weigh the
		evidence, once submitted by
		the Parties.

		Fourth, Claimant submits that
		responding to this Request
		would be excessively
		burdensome, as it would have
		to search through the files of
		many individuals and affiliates.
		This objection is simply not
		believable. Bolivia is
		requesting for Documents that
		<i>"refer to the approval and/or"</i>
		budgeting for and/or
		implementation of the March
		2012 Investment Plan". This
		Plan was prepared shortly
		before the reversion of the
		Mine Lease contains a detailed
		assessment of the Mine's
		projected performance, and
		Claimant cannot seriously
		contend it does not know who
		holds the Documents and
		where. Given that the
		Documents Requested relate
		only to the March 2012
		Investment Plan, Claimant can
		easily identify the responsive
		Documents by reaching out to
		the individuals and departments
		who authored this single plan.
		d. The Documents Requested
		are not in Bolivia's possession
		-
		For the same reasons stated in
		Request No. 1 above, the
		Documents Requested are not
		in Bolivia's possession,
		custody or control.

7.	In relation to the	Glencore Press	The Documents Requested are	Claimant <u>objects</u> to this	Bolivia moves to compel the	Request granted.
	"renegotiation of	Release, "Glencore	relevant to demonstrate that the	request for the following three	production of the Documents	
	[Glencore	response to the	capital investment (CAPEX)	reasons:	Requested. Claimant's	
	International Plc's]	nationalization of	estimates underlying	(a) First, the Requested	objections are, in any event,	
	mining contracts with	the Colquiri Mine	Respondent's experts'	Documents are irrelevant to	misplaced for the following	
	the Government of	in Bolivia", June	projections are reasonable and	this case and immaterial to its	reasons:	
	Bolivia" [EO-10, 4 th	22, 2012 (EO-10);	consistent with	outcome, and should therefore	a. The Documents Requested	
	paragraph]:	Statement of	contemporaneous (<i>i.e.</i> , as of the	be excluded pursuant to	are relevant to the case and	
	a. Documents that	Defence, ¶ 784;	time of the reversion)	Article 9.2(a) of the IBA	material for its outcome	
	show the	SRK Report, ¶ 67;	documents. For instance, SRK	Rules.	inaterial for its outcome	
	"investment	Quadrant Report, ¶	estimates that a capital	Kules.	Claimant relates the purported	
		44.	investment (CAPEX) of US \$	The Requested Documents	confidentiality of the	
	commitments		50 million would be needed as	were prepared in the specific	Documents Requested to its	
	from Glencore of		of 2012 over a 5-year period	context of the negotiations for	alleged lack of relevance or	
	over \$160 million		(SRK Report, ¶ 79: "The key	the global migration of the	materiality. The IBA Rules,	
	over the next five		design and operating	mining contracts, which, as	however, make clear that these	
	<i>years</i> " of the		parameters that I developed	explained in Claimant's	are two separate issues (as	
	Mine Lease (EO-		are: [] h) Capex of US\$ 50	reasoned objections to	confirmed by the fact that	
	10 , 4 th		million over 5 years as catch up	Request 2, are neither relevant	confidential documents may be	
	paragraph);		and sustaining capital (2012 to	nor material to the outcome of	produced if they are relevant	
	b. Documents that		<i>2016)</i> "). This figure is	this case.	and material to the dispute –	
	detail how the		consistent with Glencore's		IBA Rules, Art. 9(4)).	
	"\$56 million		public statements reflected in	Furthermore, Bolivia agreed		
	[which] would		Exhibit EO-10 and, hence, will	not to, and thus cannot, rely	In fact, because this is the only	
	have been		be vindicated by the Documents	on Documents produced in the	ground on which Claimant has	
	invested in the		Requested.	context of the negotiations	objected to relevance and	
	Colquiri mine		-	between Glencore and Bolivia	materiality, Claimant has not	
	[alone]" were		The Documents Requested are	concerning the global	disputed the relevance or	
	calculated (EO-		material to the outcome of the	migration of the mining	materiality of the Documents	
	10, 4 th		case, as they will demonstrate	contracts for Porco, Bolivar	Requested.	
	paragraph); and		(i) that the capital investment	and Colquiri to shared-risk	b. The Documents Requested	
			(CAPEX) estimates underlying	agreements (R-231).	are not confidential	
	c. Documents		Quadrant's valuation are	(b) <u>Bolivia's Request 7 as a</u>		
	containing the		reasonable and (ii) that those	whole is excessively broad	Claimant states that Bolivia	
	economic and/or		underlying Compass Lexecon's	and fails to identify a "narrow	cannot rely on documents	
	financial analyses		valuation cannot be relied upon	and specific category of	"prepared in the specific	
	of the		to calculate any compensation	Documents that are reasonably	<u>context of</u> the negotiations for	
	investments			<u>Bootiments that are reasonably</u>	the global migration of the	

 	·····		1 1 1 1		
mentioned in		n this case and, as a result,	believed to exist," as required	mining contracts" (emphasis	
paragraphs a. and	C	Claimant's valuation is flawed.	by Article 3.3(a) of the IBA	added) as this would be	
b. above,	Ir	n light of Glencore	Rules.	contrary to the confidentiality	
including but not		nternational Plc's public	Request 7 does not establish a	agreement signed by the Parties	
limited to:		tatements (as reflected in EO-	time frame as required by the	(R-231).	
• Any		0), Bolivia reasonably believes	IBA Rules, nor does it refer to	For the same reasons stated in	
business		hat the Documents Requested	individual custodians. It refers	Request No. 5 above, this	
plan that		exist and are in the possession,	broadly to " <i>Documents</i> ",	objection is belated and	
considers		custody or control of the	defined by Bolivia in an	contrary to good faith, and	
		Claimant.	extremely broad way to cover	should thus be dismissed.	
these	C	Jamant.	<i>"all forms of written</i>	should thus be dismissed.	
additional			communications and	Furthermore, Claimant's novel	
investments;				interpretation of the	
• Any			Correspondence, including,"	confidentiality agreement (R-	
assessment			to provide only a few	231) is plainly incorrect and	
of the			examples, "emails, notes, .	absurd. Under Claimant's	
economic			contracts, agreements,	view, any document prepared	
rationale for			drawings, graphs, charts,	between 2008 (when	
making such			photographs, phono records,	negotiations started) and 2012	
investments;			and data compilations."	would be confidential (because	
			The Requested Documents are	prepared " <i>in the context of the</i>	
• Any			not only voluminous and	negotiations") and thus would	
analyses of			difficult to locate, but they	be excluded from this	
the recovery			will also provide a fragmented	arbitration. This is wrong and	
and/or			view. It would thus be unduly	contradicted by Claimant's	
profitability			and disproportionately	own behavior prior to these	
of these			burdensome for Claimant to	objections, when it submitted	
investments;			collect and produce the	dozens of documents dated	
and			Requested Documents.	between 2008 and 2012. As	
			Requested Documents.		
• Minutes of			(c) In any event, <u>the request</u>	explained above, the	
meetings in			seeks Documents that are, or	confidentiality agreement (R -	
which the			would reasonably be, in	231) only covers those	
directors			Bolivia's possession, custody,	documents prepared <u>for the</u>	
and/or			or control, contrary to the	purposes of the negotiations.	
shareholders			requirements of Article 3.3(c)	Claimant has not demonstrated	
of the			of the IBA Rules.	that this was the case for the	
Glencore				Documents Requested.	

Group refer	Request 7 seeks documents	c. <u>Bolivia's request is narrow</u>
to any one	that relate to the renegotiation	and specific
of these	of Glencore's mining	First, Claimant criticizes
investments.	contracts with the Government	Bolivia for failing to identify
	of Bolivia. Bolivia, as a party	the custodians or providing a
	to these negotiations, is or	time frame for the Documents
	should be in custody,	Requested. As stated in
	possession or control of such	1
	documents. A clear example	Request No. 1 above, the IBA Rules do not require
	of this is the March 2012	identifying specific custodians
	Investment Plan exhibited by	nor a particular time frame and,
	Bolivia as EO-07.	in any case, Bolivia's request is
	The documents requested by	compliant with Art. 3(3)(a)(i)
	Bolivia are therefore plainly	of the IBA Rules (as it contains
	within its possession, custody	<i>"a description of each</i>
	and control.	requested document sufficient
		to identify it"). Indeed, the
		Documents Requested pertain
		to the specific investments
		mentioned by Glencore
		International in exhibit EO-10 ,
		and are thus easily identifiable.
		Second, Claimant criticizes
		Bolivia's definition of the term
		"Documents" for being
		"extremely broad."
		For the same reasons stated in
		Request No. 3 above, this
		objection is not only
		unwarranted but also
		inconsistent with Claimant's
		own requests (which use a
		broader concept of
		"Documents").
		Third, Claimant states (with no
		explanation whatsoever) that

					the Documents Requested would provide " <i>a fragmented</i> <i>view</i> ." This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> , documents supporting the specific investments identified in exhibit EO-10) can only provide a better understanding of the CAPEX investments allegedly foreseen by Claimant. Moreover, whether Documents to be disclosed provide a " <i>fragmented</i> " or " <i>complete</i> <i>view</i> " of a factual or technical issue is irrelevant to grant or deny a request for Documents; it is for the Tribunal – not the Claimant – to weigh the evidence, once submitted by the Parties. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	
8.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group during the	Lazcano I, ¶¶ 34; SRK Report, ¶¶ 55- 56; Statement of Defence, ¶ 649.	Bolivia's experts have demonstrated that the implementation of the Triennial Plan <i>"would far exceed the</i> <i>existing infrastructure</i> <i>(including tailings dam</i>	Claimant <u>objects</u> to this request for the follow two reasons: (a) <u>Bolivia's Request 8 as a</u> <u>whole is excessively broad</u>	Bolivia moves to compel the production of the Documents Requested per the clarification at the end of this reply.	Request granted.

period 2010-2012 that refer to the construction of a new tailings dam for the Mine, including but not limited to: a. Documents identifying <i>"los terrenos donde se</i> <i>construiría el</i> <i>nuevo dique"</i> (Lazcano I, ¶ 34);	<i>capacity)</i> " and that, as a result, a new tailings dam would need to be built at the Mine site (SRK Report, ¶¶ 55-56). Mr Lazcano, one of Claimant's witnesses, has stated that, by 2012, Claimants had already reached an agreement to buy "los terrenos donde se construiría el nuevo dique" (Lazcano I, ¶ 34). The Documents Requested are relevant to confirm that the agnital investment (CAREY)	and fails to identify a "narrow and specific category of Documents that are reasonably believed to exist," as required by Article 3.3(a) of the IBA Rules. Request 8 is excessively broad, as it seeks, broadly, Documents and Communications " <i>including</i> <i>but not limited to</i> " those identified in paragraphs (a)- (f), " <i>prepared and/or</i> <i>reviewed by</i> " the Glencore	Bolivia notes that Claimantdoes not dispute the relevanceand materiality of theDocuments Requested.Claimant's objections to theRequest are misplaced for thefollowing reasons:a. Bolivia's request is narrowand specificFirst, Claimant criticizesBolivia for not identifying thecustodians or providing atimeframe for the Documents
not limited to: a. Documents identifying <i>"los terrenos</i> <i>donde se</i> <i>construiría el</i> <i>nuevo dique</i> " (Lazcano I, ¶	witnesses, has stated that, by 2012, Claimants had already reached an agreement to buy <i>"los terrenos donde se</i> <i>construiría el nuevo dique"</i> (Lazcano I, ¶ 34). The Documents Requested are	Rules. Request 8 is excessively broad, as it seeks, broadly, Documents and Communications <i>"including</i> <i>but not limited to"</i> those identified in paragraphs (a)- (f), <i>"prepared and/or</i>	Request are misplaced for the following reasons: a. <u>Bolivia's request is narrow</u> <u>and specific</u> <i>First</i> , Claimant criticizes Bolivia for not identifying the custodians or providing a

 al"). Env Env men file ("fid amb l"); Eva on c Env men Imp Study 	s for o the tion w ham, g but ed iron tal act y tudi acto bient iron tal ha ienta and uati f iron tal act y tudi iact iact y tudi iact ia	as a result, that Claimant's valuation is flawed. the statements by Mr Lazcano cited above, Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	Furthermore, given its broadness Request 8 seeks Documents that would have been prepared or reviewed in the context of Glencore's negotiations with Bolivia regarding the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared risk agreements. As previously explained, these Documents cannot be used in this arbitration and are in any event neither relevant nor material to the outcome of this case. The Requested Documents are not only voluminous and difficult to locate, but they will also provide a fragmented view. They sit in the files of a number of individuals (who Bolivia fails to identify) with technical and operational roles. It would thus be unduly and disproportionately burdensome for Claimant to collect and produce the Requested Documents. (b) In any event, <u>the request</u> <u>seeks Documents that are, or</u> <u>would reasonably be, in Bolivia's possession, custody, or control, contrary to the</u>	Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules, as it contains "a description of each requested document sufficient to identify it". The Documents Requested relate to a specific project (i.e., the construction of a new tailings dam) and some of them are even referred to expressly by one of Claimant's witnesses, Mr Lazcano, so they should be easily identifiable. In any case, given that the Documents Requested relate to a specific project which Claimant was allegedly going to implement shortly after the reversion of the Mine Lease, the Documents Requested must be readily accessible.Second, Claimant argues that this Request is excessively broad as it would require Claimant to search through the files of the more than 200 companies that allegedly compose the Glencore Group.For the same reasons stated in Request No. 1 above, this objection should be dismissed (<i>i.e.</i> , Glencore knows which of the Group's companies were involved in the Colquiri Mine
	у		or control, contrary to the requirements of Article 3.3(c)	involved in the Colquiri Mine operation, and Bolivia cannot
o de			of the IBA Rules.	identify those companies due to

Evaluaci	As explained in Claimant's the Group's opaque structure
ón de	reasoned objections to and organization).
Impacto	Request 1, above, this request <i>Third</i> , Claimant criticizes
Ambient	pertains to documents that Bolivia's definition of the term
al")	were kept in Colquiri's files "Documents" for being
e. the technical	and over which Bolivia would "extremely broad."
studies	have access by reason of
required by	having expropriated the Mine For the same reasons stated in
Art. 46 of the	(see, eg, SoD, ¶¶ 174-75; Request No. 3 above, this
Environment	Moreira I, ¶ 26; R-33; R-34; objection is not only
al Rules for	R-194; R-195; R-197; R-198; unwarranted but also
	R-199; R-200; R-201; R-202; inconsistent with Claimant's
Mining	R-203; R-204; R-205; R-208; own requests (which use a
Activities	R-209; R-210; R-212; R- broader concept of
("Reglament	253).Claimant, on the other "Documents").
o Ambiental	hand, lost control of the Mine <i>Fourth</i> , Claimant states (with
para	on 30 May 2012. no explanation whatsoever)
Actividades	no explanation whatsoever)
Mineras"),	1 5
approved by	Bolivia are therefore plainly would provide " <i>a fragmented</i>
Supreme	within its possession, custody view." This is false, contrary to
Decree	and control. common sense and a <i>non</i>
24782 dated	*** sequitur: having access to the
31 July 1997,	Documents Requested (which
for the	Notwithstanding and without involve, <i>inter alia</i> , the land
construction	prejudice to the above, in the where the project would be
of the new	spirit of cooperation, Claimant built; the project's technical,
tailings dam;	offers to conduct a reasonable engineering and environmental
and	search of: (i) any agreement, studies) can only provide a
f. economic	contract and/or payment more complete view and a
and/or	record in Sinchi Wayra's better assessment of the
financial	possession relating to the CAPEX needed to build a new
	acquisition of rights over the tailings dam. Moreover,
analyses	land where the new tailings whether Documents to be
regarding the	dam was going to be built; and disclosed provide a
construction	(ii) any engineering, <i>"fragmented"</i> or <i>"complete</i>
of the new	environmental, technical <i>view</i> " of a factual or technical
tailings dam.	and/or financial study relating issue is irrelevant to grant or

		to the construction of the new	deny a request for Documents;
		tailings dam.	it is for the Tribunal – not the
			Claimant – to weigh the
			evidence, once submitted by
			the Parties.
			Fifth, Claimant submits that
			responding to this Request
			would be excessively
			burdensome, as the Documents
			Requested <i>"sit in the files of a</i>
			number of individuals [] with
			technical and operational
			roles".
			roles.
			This objection is groundless.
			Bolivia is requesting for
			Documents relating to the
			construction of a new tailings
			dam for the Mine. As Mr
			Lazcano (one of Claimant's
			witnesses) argues that Claimant
			had started the process to build
			the new tailings dam shortly
			before the reversion of the
			Mine Lease, Claimant cannot
			seriously contend it does not
			know who holds the
			Documents and where. Given
			that the Documents Requested
			relate only to one project (the
			new tailings dam), Claimant
			can easily identify the
			responsive Documents by
			reaching out to the individuals
			and departments responsible
			for this project.

		b. The Documents Requested
		are not confidential
		Claimant alleges that the
		Documents Requested "would
		have been prepared or
		reviewed <i>in the context of</i>
		Glencore's negotiations with
		Bolivia" (emphasis added) and
		thus could not be used in this
		arbitration.
		As stated in the Reply to
		Claimant's objections to
		Request No. 5 above, this
		objection should be dismissed
		as it is premised on an incorrect
		interpretation of the scope of
		the Parties' confidentiality
		agreement (R-231) and is, in
		any case, contrary to good
		faith.
		c. The Documents Requested
		are not in Bolivia's possession,
		custody or control
		For the same reasons stated in
		Request No. 1 above, the
		Documents Requested are not
		in Bolivia's possession,
		custody or control.
		It suffices to review the
		exhibits referenced by
		Claimant (which are the same
		referenced in its objection to
		Request No. 1 above) to
		confirm that most of them are
		public documents to which any

					Bolivian citizen, company or entity could have access. Furthermore, the exhibits referenced by Claimant have nothing to do with the Documents Requested and are simply aimed at creating confusion. * * * Claimant offers to conduct a reasonable search of (i) any agreement, contract and/or payment record in Sinchi Wayra's possession relating to the acquisition of rights over the land where the new tailings dam was going to be built; and (ii) any engineering, environmental, technical and/or financial study relating to the construction of the new tailings dam. In light of the unjustifiably narrow scope of Claimant's offer (<i>inter alia</i> , in terms of the group of companies covered and the non-inclusion of economic studies), Bolivia insists in its Request.	
9.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore	Lazcano I, ¶ 15; SRK Report, ¶¶ 55- 56, 85, 94; Statement of Defence, ¶ 649.	The Documents Requested are relevant to compare the actual costs of building and/or expanding the existing tailings dam at the Mine with the capital investment (CAPEX) estimated	Claimant <u>objects</u> to this request for the follow two reasons: (a) <u>Bolivia's Request 9 as a</u> <u>whole is excessively broad</u> <u>and fails to identify a "narrow</u>	Bolivia agrees with Claimant that R-302 is responsive to Request 9(a). Bolivia thus moves to compel the production of the Documents Requested in Request 9(b).	Request granted as reformulated by Respondent.

Group sufficien	nt to	by the Parties' experts to build a	and specific category of	Bolivia notes that Claimant
show:		new tailings dam.	Documents that are reasonably	does not dispute the relevance
			believed to exist," as required	and materiality of the
a. the co buildin	ost of ng t he	The Documents Requested are material to the outcome of this	by Article 3.3(a) of the IBA	Documents Requested in 9 (b).
existin	ıg	case, as they will demonstrate	Rules.	Claimant's objections are, in
tailings	s d am	(i) that the capital investment	The record of this arbitration	any event, misplaced for the
at t he	M ine;	(CAPEX) estimates underlying	already contains documents	following reasons:
and b. cost		Quadrant's valuation are reasonable, and (ii) that the	with information corresponding to Request 9.a,	a. <u>Bolivia's request is narrow</u> and specific
estimat	ites f or	capital investments (CAPEX)	such as R-302 . These	
expand	ding	assumed by Compass Lexecon	documents are already	<i>First</i> , Bolivia is not requesting
the e	xisting	are unduly low and cannot be	"sufficient to show" the costs	all Documents responsive to
tailings	s dam.	relied upon to calculate any	referred to in Request 9.a.	the category of Documents
		compensation in this case and, as a result, that Claimant's valuation is flawed. Given the CAPEX required (which must have been recorded), Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	Request 9 is excessively broad, as it seeks unspecified Documents "sufficient to show" a series of costs and cost estimates, "prepared and/or reviewed by" the Glencore Group as a whole, in addition to Colquiri and Sinchi Wayra. It does so without identifying any particular custodians or	Requested, but only a limited amount of Documents that are "sufficient to show" the cost estimates for expanding the existing tailings dam. Once Claimant has identified the Documents "sufficient to show" the cost estimates for expanding the existing tailings dam, it can stop searching for Documents. Bolivia's Request thus cannot be considered as
			providing any time frame, as the IBA Rules require. The "Glencore Group," as defined	<i>"excessively broad".</i> Second, and in line with the
			by Bolivia, comprises over	above, Claimant's (i) criticisms
			200 entities around the world.	to the definition of
			Moreover, the definition of	<i>"Documents</i> ", (ii) criticisms to
			"Documents" provided by	the request for Documents
			Bolivia is extremely broad and	prepared and/or reviewed by
			covers "all forms of written	<i>"the Glencore Group"</i> and (iii)
			covers all jorms of written	allegation that the Request
			Correspondence, including,"	would be unduly burdensome
			to provide only a few	as the Documents Requested
			to provide only a few	would " <i>sit in the files of a</i>

examples, "emails, notes, . number of individuals contracts, agreements, technical and operation	
contracts, agreements, technical and operation	
	mai
<i>drawings, graphs, charts,</i> roles" are misplaced.	
<i>photographs, phono records,</i> In any case, for the same	me
and data compilations."	
Furthermore, given its Claimant's objection t	-
broadness, Request 9 seeks Requests No. 1 and 3 a	
Documents that would have Claimant's objection	
been prepared or reviewed in mentioned in (i) and (i	ii) are
the context of Glencore's unwarranted. In relati	·
negotiations with Bolivia (iii), it is hard to believ	
regarding the global migration the Documents Request	
of the mining contracts for ("cost estimates for ex	
Porco, Bolivar and Colquiri to the existing tailings da	
shared risk agreements. As would sit in the files o	·
previously explained, these individuals as they per	
Documents cannot be used in one specific cost issue	
this arbitration and are in any any case, this fact wou	
material to the outcome of this burdensome (as the De	
case. Requested relate to on	
The Requested Documents are issue, they should be r	eadily
not only voluminous and accessible).	
difficult to locate, but they Third, Claimant critic	vizes
will also provide a fragmented Bolivia for failing to id	
view. They sit in the files of a the custodians or prov	-
number of individuals (who time frame for the Doc	6
Bolivia fails to identify) with Requested. As stated	
technical and operational Request No. 1 above,	
roles. It would thus be unduly Rules do not require	
and disproportionately identifying specific cu	istodians
burdensome for Claimant to nor a particular time fr	
collect and produce the in any case, Bolivia's	
Requested Documents. compliant with Art. 3(-
of the IBA Rules (as it	
(b) In any event, the request "a description of each	
seeks Documents that are, or <i>a description of each</i>	

would reasonable kep requested documents sofficient Bolivia prosession, custody, or frequested documents requested documents sofficient of control, contray to the requirements of Article 316 requested relate to a specific iscuence of documents of the IBA Rules. As explained in Claimant's reasoned objections to documents the oversharm of the column's files and over which Bolivia would have access by reason of having exportanted the Min (see, eg, soD, 11] 174, 261 R-33, R-34; R-195; R-197; R-198; R-199; R-200; R-200; R-210; R-211; R-201; R-		1		
Image: Section of the section of th			•	
requirements of Article 3.3(c) issue, <i>Le</i> , the costs of of the IBA Rules. As explained in Claimant's As explained in Claimant's capanding the existing tailings As explained in Claimant's fourth, Claimant states (with reasonal objections to Fourth, Claimant states (with no explanation whatsoever) that the Documents Requested were kept in Colquiri's files would provide "a fragmented" within gexportiated the Mine could provide "a fragmented" (see, eg, SoD, \$\f1\$174-75; Moreira 1, \$\f26, R33; R-34; R-194; R-195; R-198; R-199; R-200; R-201; R-202; R-203; R-204; R-205; R-208; cas only provide a more R-203; R-204; R-205; R-208; cas only provide a more R-203; R-204; R-205; R-208; cas only provide a more R-203; R-204; R-205; R-208; constemate states R-209; R-210; R-121; R- constemate Doluments ord the CAPEX necessary to on 30 May 2012. bed decements The documents requested by Moreover, whether Documents ord the carting adming adm without reference or historical costs - of the carting adm or the sif or the Tribunal - nore the re				
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	months prior to, and/or after, its issuance, not in the context of the negotiations between Glencore and Bolivia concerning the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared-risk agreements.	have been prepared or reviewed in the context of Glencore's negotiations with Bolivia" (emphasis added) and thus could not be used in this arbitration.As stated in the reply to Claimant's objections to Request No. 2 above, this objection should be dismissed as it is premised on an incorrect interpretation of the scope of the Parties' confidentiality agreement (R-231) and is, in any case, contrary to good faith.There is evidence on the record of this case that the Documents Requested were not prepared for the purposes of the negotiations. The exhibit referred to by Claimant (R-302), which is a Glencore internal memo prepared in 2004, already foresaw the expansion of the existing tailings dam] will be increased in 2006 and 2009, increasing
		The Documents Requested

					c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control. * * * Claimant offers to conduct a search for Documents pertaining to the costs of expanding the existing tailings dam prepared only by Colquiri and Sinchi Wayra within 12 months prior and/or after the issuance of the Triennial Plan (<i>i.e.</i> , July 2011), excluding those documents prepared in the context of the negotiations. In light of the unduly narrow group of companies and timeframe covered by Claimant's offer (especially given that R-302 foresaw that the tailings dam would be expanded in 2006 and 2009), Bolivia insists in its Request.	
В.	COLQUIRI: MANAG	EMENT REPORTS A	AND DOCUMENTS RELATED '	TO PRODUCTION, RESOURC	CES AND RESERVES	1
10.	The complete set (<i>i.e.</i> , since 2006) and versions of the Colquiri S.A. yearly and monthly reports,	Quadrant Report, ¶¶ 38, 55, footnote 91; Compass Lexecon Report, ¶¶ 48-49, 53-54;	Compass Lexecon relies on excerpts of some of the Documents Requested to prepare its forecasts and to calculate the compensation	The Requested Documents, as requested by Respondent, <u>do</u> <u>not exist</u> .	Bolivia moves to compel the production of the Documents Requested.	Request granted, as clarified by Respondent.

similar to those submitted by Claimant as CLEX- 011-4 through CLEX- 011-9.	Statement of Defence, ¶ 823; CLEX-011.	claimed in these proceedings for the reversion of the Mine Lease (see exhibits CLEX-011-4 through CLEX-011-9 , corresponding to the Colquiri S.A. reports for the months of December 2006, December 2008, December 2009, December 2010, December 2011 and December 2012, respectively). Compass Lexecon presumably had access to the full versions and complete set of these documents – as well as of the other Colquiri S.A. reports prepared since it acquired control of Colquiri – when carrying out its assessment. Indeed, the excerpts provided are very limited in scope and only show some graphs with some " <i>key performance</i> <i>indicators</i> ", general production statistics and cost figures. Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts when performing their analyses (such as the Documents Requested)	Between 2006 and 2012, Colquiri S.A. did not prepare yearly or monthly reports similar to those submitted as CLEX-011-4 through CLEX- 011-9 . The said reports were prepared by Sinchi Wayra. Accordingly, CLEX-011-4 through CLEX-011-9 are the section pertaining to Colquiri of Sinchi Wayra's monthly reports. *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search of the complete monthly reports prepared by Sinchi Wayra for December 2006, December 2007, December 2008, December 2009, December 2010, December 2011 and December 2012, only with respect to information pertaining to Colquiri.	Claimant misconstrues Bolivia's Request in two different ways. <i>First</i> , Claimant's assertion that "[b]etween 2006 and 2012, Colquiri S.A. did not prepare yearly or monthly reports similar to those submitted as CLEX-011-4 through CLEX- 011-9 " is false. Indeed, there is evidence on the record showing that Colquiri S.A. did prepare such reports (see, e.g., exhibits R-194 , R- 195 , R-208 , R-209 , R-212). The only reason why Claimant could have asserted that the Documents Requested do not exist is because it is construing the words " <i>similar to</i> " in the Request as meaning " <i>identical</i> <i>to</i> " or " <i>similar in form to</i> ". This interpretation is not correct. For the avoidance of doubt, Bolivia clarifies that the reference to reports " <u>similar to</u> those submitted by Claimant as CLEX-011-4 through CLEX- 011-9 " (emphasis added) relates to the content of the documents and not to its form. Bolivia is interested in
		experts when performing their		documents and not to its form.

Requested should not be in	exhibits CLEX-011-4 through
dispute given that, as indicated	CLEX-011-9.
above, Compass Lexecon has	
relied on these Documents and	Second, Bolivia further clarifies
attached some to its Report	that this Request is not limited
(CLEX-011-4 through CLEX-	to reports <u>prepared</u> by Colquiri
011-9).	S.A. (the Request does not
	mention the word " <i>prepared</i> "
In any case, the Documents	at all). On the contrary, the
Requested are relevant as they	Request includes monthly and
will enable Quadrant to (i)	yearly reports (pertaining to
assess the full historical record	Colquiri's operations) similar
(including relevant operational	to those submitted by Claimant
metrics, geological and financial	as CLEX-011-4 through
data – as explained by	CLEX-011-9, irrespective of
Quadrant, "[t]he purpose of	which entity within the
requiring historical data for the	Glencore Group prepared them.
implementation of a DCF	Bolivia notes that Claimant has
analysis is to provide a more	confirmed that part of the
reliable source of information	Sinchi Wayra reports pertains
for projecting future cash flows"	to Colquiri's operations.
$(\P 47)$) and (ii) confirm the	to colquit s operations.
reasonability of its analysis and	* * *
forecasts.	Claimant offers to conduct a
The Documents Requested are	search for the complete
material to the outcome of the	monthly reports "prepared by
case, as they will demonstrate	Sinchi Wayra for December
that (i) Respondent's experts'	2006, December 2007,
analyses and forecasts are	December 2008, December
correct, and (ii) Compass	2009, December 2010,
Lexecon's analyses and	December 2011 and December
forecasts cannot be relied upon	2012, only with respect to
to calculate any compensation	information pertaining to
in this case and, as a result, that	Colquiri" (emphasis added).
Claimant's valuation is flawed.	In light of the unjustifiably
Bolivia reasonably believes that	narrow scope of Claimant's
the D ocuments R equested e xist	offer (Claimant has not

			and a rein the possession, custody or control of Claimant.		disputed the relevance or materiality of the Documents Requested and, still, does not offer to produce (i) the reports pertaining to months other than December for the period 2006- 2012, or (ii) the yearly reports prepared during the period 2006-2012), Bolivia insists in its Request.	
11.	The complete set (<i>i.e.</i> , since 2006) and versions of the Colquiri Profit and Production monthly reports, similar to those submitted by Claimant as CLEX-011-11 .	Quadrant Report, ¶¶ 38, 55, footnote 91; Compass Lexecon Report, ¶¶ 48-49, 53-54; Statement of Defence, ¶ 823; CLEX-011.	For the same reasons stated in the justification to Request No. 10 above, (i) Respondent's experts have the right to review the Documents Requested and (ii) these Documents are relevant and material to the outcome of the case. The excerpts of the Document Requested relied upon by Compass Lexecon in this case are included in CLEX-011-11 (Colquiri Profit and Production monthly reports for December 2008, December 2009 and December 2010). Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of the Claimant.	The Requested Documents, as requested by Respondent, <u>do</u> <u>not exist</u> . Like with Request 10, between 2006 and 2012, Colquiri S.A. did not prepare Profit and Production monthly reports similar to CLEX-011- 11 between 2006 and 2012. The said report was prepared by Sinchi Wayra. Accordingly, CLEX-011-11 is the section pertaining to Colquiri of Sinchi Wayra's monthly reports. *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search of the complete monthly reports prepared by Sinchi Wayra for December 2006, December 2007, December 2008, December	Bolivia moves to compel the production of the Documents Requested. As explained in the previous Request, Claimant uses a self- serving interpretation of Bolivia's Request (in this case, for Colquiri's Profit and production monthly reports). Bolivia requests the Tribunal to order Claimant to confirm if there are Documents responsive to this Request and, in the affirmative, to produce such Documents. Bolivia rejects Claimant's offer for being unjustifiably narrow.	Request granted, as clarified by Respondent.

				2009, December 2010, December 2011 and December 2012, only with respect to information pertaining to Colquiri.		
12.	The complete set (<i>i.e.</i> , since 2006) and versions of the Sinchi Wayra Consolidated – Management Report (yearly and monthly reports), similar to those submitted by Claimant as CLEX-011-10 .	Quadrant Report, ¶¶ 38, 55, footnote 91; Compass Lexecon Report, ¶¶ 48-49, 53-54; Statement of Defence, ¶ 823; CLEX-011.	For the same reasons stated in the justification to Request No. 10 above, (i) Respondent's experts have the right to review the Documents Requested and (ii) these Documents are relevant and material to the outcome of the case. The excerpt of the Document Requested relied on by Compass Lexecon in this case is included in CLEX-011-10 (Sinchi Wayra Consolidated – Management Report, December 2006). Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of the Claimant.	Claimant objects to this request for two reasons: (a) The Requested Documents are immaterial to the outcome of this case, and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The Requested Documents contain information that is duplicative of information already on the record as Exhibits R-195, R-208, R- 209, R-212, CLEX-011-4, CLEX-011-5, CLEX-011-6, CLEX-011-7, CLEX-011-8, CLEX-011-7, CLEX-011-10, CLEX-011-12, CLEX-011-12, CLEX-011-13, RPA-35, RPA-36, RPA-37, RPA-46, RPA-47, RPA-48. Furthermore, the Requested Documents contain information relating to 7 assets that are not in dispute in this arbitration, several of which continue to operate in Bolivia. This information is irrelevant and immaterial to the outcome of this arbitration.	 Bolivia moves to compel the production of the Documents Requested. Bolivia notes that Claimant has not disputed the relevance of the Documents Requested. Claimant's objections are, in any event, misplaced for the following reasons: a. <u>The Documents Requested are material to the outcome of the case</u> <i>First</i>, Claimant alleges that the Documents Requested would contain information that is duplicative of information already in the record. While Claimant has not satisfied this burden. Claimant's "demonstration" is limited to making reference to several exhibits in the record, without specifying the pages allegedly containing duplicative information. This is enough to dismiss Claimant's objection. 	Request granted but limited to documentation in relation to the assets in dispute.

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			It is also commercially	In any event, Bolivia has
			sensitive given that it relates	reviewed the exhibits referred
			to going concerns in Bolivia.	to by Claimant and confirms
			The Requested Documents are	they do not contain the
			therefore immaterial to the	information requested.
			outcome of this arbitration. It	For example, the exhibits
			would thus be	referred to by Claimant do not
			disproportionately	contain information on
			burdensome to require	expected tin and zinc prices, tin
			Claimant to produce the	and zinc concentrates
			Requested Documents.	valuation, a " <i>per mt ore</i> "
			-	analysis and a detailed Capital
			Importantly, as explained in	Cost Expenditure Report,
			Claimant's reasoned	among others.
			objections to Request 2,	
			above, Bolivia grossly	Second, Claimant asserts that
			mischaracterizes paragraph	the Documents Requested
			8.2 of Procedural Order No 1.	would be immaterial because
			This provision does not give	they would contain information
			Bolivia the right to request	relating to 7 assets that are not
			documents on which	at issue in this arbitration.
			Claimant's experts do not rely.	Claimant further asserts that
			In fact, paragraph 8.2 does not	the information pertaining to
			address the Parties' right to	these assets would be
			request documents in this	commercially sensitive.
			arbitration at all.	These objections should be
			(b) Polizio's Possest 12 of -	dismissed.
			(b) <u>Bolivia's Request 12 as a</u> whole is excessively broad	uisiiiisscu.
			-	One, Claimant's objection
			and fails to identify a "narrow	based on the alleged sensitive
			and specific category of	data contained in the
			Documents that are reasonably	Documents Requested is
			believed to exist," as required	inconsistent with its own prior
			by Article 3.3(a) of the IBA	acts.
			Rules.	Indeed Claimenthes
			Request 12 is excessively	Indeed, Claimant has
			broad, given that it seeks	introduced exhibit CLEX-011-
			Documents that contain	10 (and its expert, RPA, exhibit
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	 information relating to 7 assets that are not in dispute in this arbitration, as explained above. Moreover, Request 12 fails to provide any temporal limit, as required by the IBA Rules. *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search of the complete monthly reports prepared by Sinchi Wayra for December 2006, December 2007, December 2010, December 2011, December 2012, only with respect to information pertaining to Colquiri. In addition, Claimant offers to conduct a reasonable search of the complete search of the complete 2019, December 2010, December 2011, December 2012, only with respect to information pertaining to Colquiri. In addition, Claimant offers to conduct a reasonable search of the complete "Consolidated – Management Report" prepared by Sinchi Wayra for December 2006, to the extent that there is any missing information pertaining to Colquiri in CLEX-011-10. 	RPA-35) to the record of this case, both of which have information pertaining to the other 7 assets referred to by Claimant. Claimant and its expert introduced these exhibits without any redactions. Therefore, Claimant cannot validly allege that the Documents Requested contain commercially sensitive information. <u>Two</u> , as stated in the Reply to Claimant's objections to Request No. 5 above, the fact that the Documents Requested may contain information relating to assets that are not at issue in the present dispute is not a valid ground to object to producing these Documents (there are several mechanisms for Claimant to produce the Documents Requested in these circumstances). In any case, Bolivia confirms it has no interest in information concerning the assets that are not at issue in the present dispute. <i>Three</i> , Claimant argues that it would be " <i>disproportionately</i> <i>burdensome to require</i> <i>Claimant to produce the</i> <i>Requested Documents</i> ".
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		This allegation fails in its own
		terms. Claimant does not
		provide any support
		whatsoever for its allegation
		and, in any case, it is simply
		not believable that producing a
		set of management reports for
		one sole company (Sinchi
		Wayra) could possibly be
		"disproportionately
		burdensome."
		b. <u>Bolivia's alternative basis</u>
		for this Request
		Claimant alleges that Bolivia
		"grossly mischaracterizes
		paragraph 8.2 of Procedural
		Order No. 1."
		For the same reasons stated in
		Request No. 2 above,
		Claimant's reading of this
		provision deprives it of any
		sense and Bolivia's experts
		have the due process right to review the Documents
		Requested.
		c. <u>Bolivia's request is narrow</u>
		and specific
		Claimant criticizes the Request
		alleging that it would be
		excessively broad.
		First, Claimant argues that the
		Request would be excessively
		broad as " <i>it seeks Documents</i>
		that contain information
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			relating to 7 assets that are not	
			in dispute in this arbitration."	
			As explained above, Bolivia is	
			not interested in information	
			pertaining to assets that are not	
			at issue in the present dispute,	
			and there are several	
			mechanisms for Claimant to	
			produce the Documents	
			Requested in these	
			circumstances. Thus, the	
			Request cannot be considered	
			as "excessively broad".	
			Second, Claimant criticizes	
			Bolivia for not providing a	
			timeframe for the Documents	
			Requested.	
			-	
			As stated in Request No. 1	
			above, the IBA Rules do not	
			require that a request for	
			documents identifies a	
			particular timeframe. Bolivia's	
			request is compliant with Art.	
1			3(3)(a)(i) of the IBA Rules, as	
1			it contains " <i>a description of</i>	
1			each requested document	
1			sufficient to identify it".	
1			Indeed, the Documents	
1			Requested are the Sinchi	
			Wayra Consolidated	
			Management Reports prepared	
			between 2006 and 2012, which	
			should be easily identifiable by	
1			Claimant.	
1			* * *	

					Claimant offers to conduct a search for: (i) the complete <u>monthly</u> reports " <i>prepared by</i> <i>Sinchi Wayra for December</i> 2006, <i>December</i> 2007, <i>December</i> 2008, <i>December</i> 2009, <i>December</i> 2010, <i>December</i> 2011 and <i>December</i> 2012, only with respect to information pertaining to Colquiri"; and (ii) "Consolidated – Management <i>Report</i> " prepared by Sinchi Wayra for December 2006, to the extent that there is any missing information pertaining to Colquiri in CLEX-011-10". In light of the unjustifiably narrow scope of Claimant's offer (Claimant has not disputed the relevance of the Documents Requested and, still, with the exception of (ii) above, does not offer to produce the Sinchi Wayra Consolidated – Management Report (monthly and yearly versions) prepared during the period 2006-2012), Bolivia insists in its Request.	
13.	The complete set (<i>i.e.</i> , since 2006) and versions of the Sinchi Wayra monthly reports, similar to those submitted by	Quadrant Report, ¶¶ 38, 55, footnote 91; Compass Lexecon Report, ¶¶ 48-49, 53-54; Statement of	For the same reasons stated in the justification to Request No. 10 above, (i) Respondent's experts have the right to review the Documents Requested and (ii) these Documents are	Claimant objects to this request for two reasons: (a) <u>The Requested Documents</u> <u>are immaterial to the outcome</u> <u>of this case</u> , and should therefore be excluded pursuant	For the same reasons stated in Bolivia's Reply to Claimant's objections to Request No. 12 above, Bolivia moves to compel the production of the Documents Requested .	Request granted but limited to documentation in relation to the assets in dispute.

Claimant as CLEX-	Defence, ¶ 823;	relevant and material to the	to Article 9.2(a) of the IBA	To the extent that there are
011-12 and CLEX-	CLEX-011.	outcome of the case.	Rules.	Documents responsive to
011-13.		The excerpts of the Documents Requested relied upon by Compass Lexecon in this case are included in CLEX-011-12 (Sinchi Wayra monthly report, December 2011) and CLEX- 011–13 (Sinchi Wayra monthly report, December 2012). Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of the Claimant.	The Requested Documents contain information that is duplicative of information already on the record as Exhibits R-195 , R-208 , R- 209 , R-212 , CLEX-011-4 , CLEX-011-5 , CLEX-011-6 , CLEX-011-7 , CLEX-011-6 , CLEX-011-7 , CLEX-011-8 , CLEX-011-9 , CLEX-011-10 , CLEX-011-11 , CLEX-011-12 , CLEX-011-13 , RPA-35 , RPA-36 , RPA-37 , RPA-46 , RPA-47 , RPA-48 . Claimant also notes that Request 13 is duplicative of Request 10.	Request No. 10 which are also responsive to the present Request, Bolivia agrees that Claimant identifies those Documents as responsive to both Requests.
			Furthermore, the Requested Documents contain information relating to 7 assets that are not in dispute in this arbitration. As previously explained, this information is irrelevant and immaterial to the outcome of this arbitration. It is also commercially sensitive given that it relates to going concerns in Bolivia.	
			The Requested Documents are therefore immaterial to the outcome of this arbitration. It would thus be disproportionately burdensome to require	

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	Claimant to produce the	
	Requested Documents.	
	Importantly, as explained in	
	Claimant's reasoned	
	objections to Request 2,	
	above, Bolivia grossly	
	mischaracterizes paragraph	
	8.2 of Procedural Order No 1.	
	This provision does not give	
	Bolivia the right to request	
	documents on which	
	Claimant's experts do not rely.	
· ·	In fact, paragraph 8.2 does not	
	address the Parties' right to	
	request documents in this	
' i	arbitration at all.	
' I	(b) <u>Bolivia's Request 13 as a</u>	
· ·	whole is excessively broad	
	and fails to identify a "narrow	
	and specific category of	
	Documents that are reasonably	
· ·	believed to exist," as required	
· ·	by Article 3.3(a) of the IBA	
' i	Rules.	
	Request 13 is excessively	
	broad, as it seeks documents	
	that contain information	
	relating to 7 assets that are not	
	in dispute in this arbitration.	
	Moreover, Request 13 fails to	
	provide any temporal limit, as	
' I	required by the IBA Rules.	

· ·	Notwithstanding and without	
	prejudice to the above, in the	
	projudice to the above, in the	

				spirit of cooperation, Claimant offers to conduct a reasonable search of the complete monthly reports prepared by Sinchi Wayra for December 2006, December 2007, December 2008, December 2009, December 2010, December 2011 and December 2012, only with respect to information pertaining to Colquiri.		
14.	To the extent not covered by prior Requests, the Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group sufficient to show the historical data – for the 5 years prior to 20 June 2012 – for the following parameters: • tin and zinc concentrates production; • head grades; • waste dilution levels; • cut-off grades; • stripping ratio; • mining costs;	SRK Report, Sections 7.3.3 - 7.3.7, 7.3.9; Quadrant Report, ¶¶ 25, 28, 36, 41, 42, 47, 75, 94, Sections III.C: 5, 6.b, 7, 9- 10; Statement of Defence, ¶ 634.	As explained in Request No. 10 above, Claimant's experts rely on selected historical data extracted from excerpted reports to assess key value drivers of the Mine's operation. Claimant's experts must have had access to the Documents Requested to perform their analyses and prepare their forecasts. Compass Lexecon has, in fact, confirmed this was the case when it stated that " <i>In</i> <i>providing our opinion</i> , [] <u>we</u> <u>rely on historical information</u> <u>and contemporaneous business</u> <u>plans prior to expropriation</u> []" (emphasis added) (Compass Lexecon Report, ¶ 4). Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The relevant data for the Mine's historical performance is already on the record as Exhibits R-41 (confirming that Comibol and Empresa Minera Colquiri have the historic operation reports from 2001 through 2012), R-208 , R-209 , R-212 , C-109 , CLEX-008-6 , CLEX-008-7 , CLEX-008-8 , CLEX-008-9 , CLEX-008-11 , CLEX-011-5 , CLEX-011-6 , CLEX-011-7 , CLEX-011-8 , CLEX-011-9 ,	Bolivia moves to compel the production of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. The Documents Requested are relevant and material to the outcome of the caseFirst, Claimant criticizes Bolivia for not "referring [in its Request] to any particular asset of the Glencore Group."Bolivia notes its surprise with Claimant's criticism. Given that the title of the present sub- section is "Colquiri: management reports and documents related to production, resources and reserves" (emphasis added), it	Request denied.

• power	experts when performing their	CLEX-011-10,	is evident that the Documents
consumption	analyses (such as the	CLEX-011-11,	Requested pertain to Colquiri.
levels;	Documents Requested).	CLEX-011-12,	
,	1 /	CLEX-011-13, RPA-35,	Second, Claimant alleges that
• water	In any case, and as an	RPA-36, RPA-37, RPA-46,	the data regarding the Mine's
consumption	independent basis for this	RPA-47, RPA-48.	historical performance would
levels;	request, the Documents	KFA-47, KFA-40.	already be in the record.
• capital	Requested are relevant as they	Request 14 seeks Documents	While Claimant has the burden
expenditures	will enable Quadrant to (i)	"prepared and/or reviewed by	to prove that this would be the
(CAPEX);	assess the full historical record	Sinchi Wayra and/or the	case, Claimant has not satisfied
 operating 	(including relevant operational	Glencore Group sufficient to	
expenditures	metrics, geological and financial	show the historical data	this burden. Claimant's
(OPEX);	data – as explained by	for [numerous] parameters,"	"demonstration" is limited to
 royalties; and 	Quadrant, "[t]he purpose of	without referring to any	making reference to several
• income taxes.	requiring historical data for the	particular asset of the	exhibits on the record, without
	<i>implementation of a DCF</i>	Glencore Group. Request 14	even specifying the pages
	analysis is to provide a more	thus seeks information	allegedly containing the Mine's
	reliable source of information	regarding the enumerated	historical performance data.
	for projecting future cash flows"	parameters for all assets of the	This is enough to dismiss
	(¶ 47)) and (ii) confirm the	Glencore Group, without	Claimant's objection.
	reasonability of its analysis and	regard to the connection of the	In any event, Bolivia has
	forecasts.	relevant assets to the present	reviewed the exhibits referred
		dispute. Bolivia fails to	to by Claimant and confirms
	The Documents Requested are	establish how such	they do not contain the
	material to the outcome of the	information is relevant and	information requested.
	case, as they will demonstrate	material to the present dispute.	-
	that (i) Respondent's experts'	It is not.	One, Claimant states that R-41
	analyses and forecasts are		would confirm "that Comibol
	correct, and (ii) Compass	Request 14 is therefore	and Empresa Minera Colquiri
	Lexecon's analyses and	duplicative and seeks	have the historic operation
	forecasts cannot be relied upon	Documents that are neither	reports from 2001 through
	to calculate any compensation	relevant nor material to the	<i>2012.</i> " This is false.
	in this case and, as a result,	outcome of the case.	According to R-41 , COMIBOL
	Claimant's valuation is flawed.	(b) <u>Bolivia's Request 14 as a</u>	received (i) metallurgical
	Dolivio reasonably baliante that	(b) Bonvia's Request 14 as a whole is excessively broad	balances for years 2004, 2006
	Bolivia reasonably believes that the Documents Requested exist		and 2012 through 2017 (i.e.,
	=	and fails to identify a "narrow	after the reversion of the Mine
	and are in the possession,	and specific category of	
	custody or control of Claimant.	Documents that are reasonably	Lease), (ii) chemical grade

	believed to exist," as required	certificates on the processing
	by Article 3.3(a) of the IBA	plant's operations for certain
	Rules.	months (with data of entire
	Request 14 seeks Documents	years of Glencore's tenure
	<i>"prepared and/or reviewed by</i>	missing, such as 2004, 2006,
	Sinchi Wayra and/or the	2007, 2008, 2010 and 2011)
	Glencore Group sufficient to	and (iii) four monthly mineral
	show the historical data	movement reports pertaining to
	for [numerous] parameters,"	2001, 2002, 2011 and 2012.
	without referring to any	The documents listed in (i)
	particular assets of the	above are not responsive to this
	Glencore Group or custodians.	Request (both based on the data
	The "Glencore Group," as	they contain and the period
	defined by Bolivia, comprises	they cover).
	over 200 entities around the	
	world. Moreover, the	The documents listed in (ii)
	definition of "Documents"	above are also not responsive
	provided by Bolivia is	(they refer to the Colquiri
		processing plant, which is the
	extremely broad and covers "all forms of written	subject of a different request –
	0 0	Request No. 16 below).
	communications and	The documents listed in (iii)
	Correspondence, including,"	above are also not responsive
	to provide only a few	(both based on the data they
	examples, " <i>emails</i> , notes, .	· ·
	contracts, agreements,	contain, as they refer to the
	drawings, graphs, charts,	Colquiri processing plant,
	photographs, phono records,	which is the subject of Request
	and data compilations." The	No. 16 below, and the period
	Requested Documents are not	they cover).
	only voluminous and difficult	Two, the other exhibits cited by
	to locate, but they will also	Claimant contain five types of
	provide a fragmented view.	documents: a) one Colquiri
	Most Requested Documents	weekly report; b) Colquiri
	are unlikely to have been	reports; c) Colquiri financial
	distributed to the management	statements; d) excerpts of
	team, and sit in the files of a	Sinchi Wayra reports
	number of individuals (who	pertaining to Colquiri; and e)
		1

Bolivia fails to identify) with other excerpts of Sinchi Wayra
technical and operational reports.
roles. It would thus be unduly While Bolivia acknowledges
and disproportionately that some of the exhibits cited
burdensome for Claimant to by Claimant are partially
collect and produce the responsive to Bolivia's Request
Requested Documents, (as they contain information on
particularly given their lack of the production of concentrates
relevance and materiality to head grades CAPEX and
the outcome of this arbitration. (OPEX), they (i) do not cover
Furthermore, as explained in the entire period of time of the
Claimant's reasoned Request (i.e., 5 years prior to
objections to Request 2, June 2012) and (ii) do not
above, Bolivia grossly contain information on waste
mischaracterizes paragraph dilution levels, cut-off grades,
8.2 of Procedural Order No 1. stripping ratio, mining costs,
This provision does not give power consumption levels,
Bolivia the right to request water consumption levels,
documents on which royalties and income tax.
Claimant's experts do not rely.
In fact, persograph 8.2 does not
address the Parties' right to
request documents in this
arbitration at all.
(a) In any event, the request (b) In any event, the request (c) In any event (c) In any
(c) In any event, the requestRequests." Thus, by definition,seeks Documents that are, orClaimant shall only produce
Bolivia's possession, custody, by prior Requests.
or control, contrary to the requirements of Article 2.2(a) b. <u>Bolivia's request is narrow</u>
requirements of Article 3.3(c) of the IBA Rules.
of the IBA Rules. <i>First</i> , Claimant criticizes
As explained in Claimant's Bolivia for failing to identify
reasoned objections to the custodians of the
Request 1, above, this Request Documents Requested As
pertains to documents that stated in Request No. 1 above,
were kept in Colquiri's files the IBA Rules do not require

		and over which Bolivia would have access by reason of having expropriated the Mine.	identifying specific custodians and, in any case, Bolivia's request is compliant with Art.
		See R-41 and SRK-18 , p 2	3(3)(a)(i) of the IBA Rules (as
		(confirming that Comibol and	it contains " <i>a description of</i>
		Empresa Minera Colquiri have	each requested document
		the historic operation reports	sufficient to identify it").
		from 2001 through 2012),	Indeed, Bolivia has clearly
		R-195, R-208, R-209, R-212;	identified the parameters of the
		see also Moreira I, ¶ 26.	historical data that it is seeking
		Claimant, on the other hand,	to obtain through this Request.
		lost control of the Mine on 30 May 2012.	Second, Claimant argues that the Request would be too
		The documents requested by	broad, as shown by (i)
		Bolivia are therefore plainly	Bolivia's use of an ample
		within its possession, custody	definition of the term
		and control.	"Documents", and (ii) the
			request for Documents
			prepared and/or reviewed by
			"the Glencore Group."
			Bolivia is not requesting all
			Documents responsive to the
			category of Documents
			Requested, but only a limited
			amount of Documents that are
			"sufficient to show" historical
			data – for the 5 years prior to
			20 June 2012 – for the specific
			parameters identified in the
			Request.
			Once Claimant has identified
			the Documents "sufficient to
			show" the above historical data,
			it can stop searching for
			Documents. Thus, Claimant's
			objections to the scope of the

		term "Documents" or the
		reference to "the Glencore
		Group" are misplaced. It
		cannot be "unduly and
		disproportionately burdensome
		for Claimant to collect and
		<i>produce</i> " the Documents
		Requested.
		In any case, for the same
		reasons stated in Requests No.
		1 and 3 above, Claimant's
		objections are misplaced and
		unwarranted.
		Third, Claimant states (with no
		explanation whatsoever) that
		the Documents Requested
		would provide "a fragmented
		view." This is false, contrary to
		common sense and a <i>non</i>
		sequitur: having access to the
		Documents Requested (<i>i.e.</i> ,
		historical data on specific
		parameters of the Mine) can
		only provide a more complete
		view and understanding of the
		Mine's performance.
		Moreover, whether Documents
		to be disclosed provide a
		"fragmented" or "complete
		view" of a factual or technical
		issue is irrelevant to grant or
		deny a request for Documents;
		it is for the Tribunal – not the
		Claimant – to weigh the
		evidence, once submitted by
		the Parties.

r		
		c. <u>Bolivia's alternative basis for</u>
		this Request
		Claimant alleges that Bolivia
		"grossly mischaracterizes
		paragraph 8.2 of Procedural Order No. 1."
		Order No. 1.
		For the same reasons stated in
		Request No. 2 above,
		Claimant's reading of this
		provision deprives it of any
		sense and Bolivia's experts
		have the due process right to
		review the Documents
		Requested.
		d. <u>The Documents Requested</u>
		are not in Bolivia's possession,
		custody or control
		Claimant cites R-41 and SRK-
		18 as evidence that Bolivia
		would have access to the
		Documents Requested.
		As analyzed above D 41 is
		As explained above, R-41 is
		not responsive to this Request.
		SRK-18 is a December 2005
		report on resources and
		reserves that only contains
		information on the cut-off
		grade. SRK-18 does not
		mention any of the other
		parameters described in this
		Request or covers any year
		besides 2005 (which is not
		covered by this Request).

15	The Decourses to	Statumant of Claim	The relevance and metariality of	Claiment abiasts to this	Claimant makes further reference to exhibits R-195 , R- 208 , R-209 and R-212 to argue that Bolivia would have access to the Documents Requested. As described in Request No. 1, these are public Colquiri reports (registered in the Public Registry) which only contain a two-page description of Colquiri's operation for the report's year. They are thus not responsive to this Request in any way.	Dermost a sector
15.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group since 2005 that contain estimates of and/or were used to estimate mineral resources and/or mineral reserves for the Mine, including but not limited to: a. the drillhole databases supporting such estimates; b. the electronic block models supporting such estimates;	Statement of Claim, ¶¶ 268-270; Statement of Defence, ¶ 16, Sections 7.1.2.1, 7.3.4.1, 7.3.4.2; RPA Report, ¶¶ 13, 24-25, 47, 88, 97, 113, 117, 123, 126, 174, 176; Compass Lexecon Report, ¶¶ 26, 50-55; Quadrant Report, ¶¶ 29, 38- 44, 48-52; 66-75; SRK Report, ¶¶ 23- 24, 43, 47, 56-58, 67-71, 85, 94, Appendix D (¶¶ 5- 8); Moreira I, ¶¶ 18-36, 54-64; Lazcano I, ¶¶ 22- 30, 46; C-108.	The relevance and materiality of the Documents Requested should not be in dispute given that reserves and resources data are the starting point for any mine valuation. Quadrant has explained that, among others, <i>"revenues depend on the (i)</i> <i>quantity of raw material</i> <i>available for extraction</i> <i>(measured through reserve</i> <i>estimates)</i> []" (Quadrant Report, ¶ 25). RPA has dedicated one full section and around 10 pages of its expert report to discussing <i>"Mineral</i> <i>Resources and Ore Reserves</i> " at the Mine (RPA Report, section 4.4), and Compass Lexecon has relied upon RPA's analysis to estimate the compensation claimed in this case for the	Claimant <u>objects</u> to this request for the following two reasons: (a) <u>Bolivia's Request 15 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> <u>believed to exist</u> ," as required by Article 3.3(a) of the IBA Rules. Request 15 seeks Documents that contain data already on the record as Exhibits C-108 (pp 22-29), R-193 (p 79), R- 252 (p 72), CLEX-11-11 (pp 6, 14, 22), CLEX-11-12 (p 6), CLEX-11-13 (p 5), RPA-35 (p 6), RPA-36 (p 6), RPA-47 (p 5), EO-11 (p 79), SRK-18.	Bolivia moves to compel the production of the Documents Requested. In limine, Bolivia notes that, according to Claimant, "Request 15 seeks Documents spanning over 12 years []". While Bolivia considers that a good faith interpretation of the Request clearly shows that it spans for a period of only 7 ¹ / ₂ years (i.e. since 2005 until June 2012, when the Mine Lease reverted to the State), for the avoidance of doubt, Bolivia clarifies this is the Request's timeframe. Bolivia notes that Claimant has not disputed the relevance or the materiality of the Documents Requested.	Request g ranted, but limited to the period since 2 005 until J une 2 012, as cl arified b y Respondent.

		D	
c. the exploration	reversion of the Mine Lease	Request 15 seeks Documents	Claimant's objections are, in
data supporting	(Compass Lexecon Report, ¶ 4).	spanning over 12 years,	any event, misplaced for the
the	Mr Rigby explains in the SRK	without referring to any	following reasons:
aforementioned	Report that he was not able to	specific custodians or	(a) <u>Bolivia's request is narrow</u>
block models	make an independent resource	establishing a temporal limit,	and specific
and drillhole	and reserve estimate because,	as required by the IBA Rules.	
databases; and	when he visited the Mine, he did	Instead, Request 15 refers	<i>First</i> , Claimant alleges that the
d. reserves and	not have "access to the	broadly to "Documents	Documents Requested would
resources	electronic block model and drill	prepared and/or reviewed by	contain information that is
certifications.	hole database, as these had	Colquiri and/or Sinchi Wayra	duplicative of information
	been reportedly removed by	and/or the Glencore Group."	already in the record, and that
	Glencore when the Lease	The "Glencore Group," as	this Request would be
	Agreement was terminated (in	defined by Bolivia, comprises	duplicative of Requests No. 2,
	<i>June 2012)</i> " (SRK Report, ¶ 24;	over 200 entities around the	3 and 5. Both statements are
	see, also, Moreira I, ¶ 14). The	world. Moreover, the	inaccurate.
	Documents Requested are, thus,	definition of "Documents"	One, the exhibits cited by
	relevant and necessary to enable	provided by Bolivia is	Claimant contain five types of
	Mr Rigby to make an	extremely broad and covers	documents: a) Glencore
	independent resource and	"all forms of written	International's prospectus and
	reserve estimate, and for	communications and	annual report for 2011; b)
	Quadrant to rely on it to	Correspondence, including,"	Glencore International's 2011
	perform its valuation.	to provide only a few	IPO prospectus; c) the
	-	examples, " <i>emails</i> , <i>notes</i> , .	Triennial Plan; d) excerpts of
	The Documents Requested are	contracts, agreements,	Sinchi Wayra reports
	also relevant for Respondent's	drawings, graphs, charts,	pertaining to Colquiri; and e) a
	experts to test the assumptions	photographs, phono records,	December 2005 Colquiri report
	regarding resources and reserves	and data compilations."	on resources and reserves.
	underlying Claimant's experts'	-	While Bolivia acknowledges
	valuation. As explained by	Thus, the Requested	that some of the exhibits cited
	Compass Lexecon, its valuation	Documents are not only	
	assumes "[a]n extension of total	voluminous and difficult to	by Claimant contain
	production until the end of the	locate, but they will also	information that may be also
	Colquiri Lease in 2030, based	provide a fragmented view.	found in the Documents
	on RPA's opinion that the life of	Most Requested Documents	Requested (as they contain
	the mine could be extended	are unlikely to have been	estimates of the Mine's
	beyond the resources and	distributed to the management	resources and reserves), they (i)
	reserved registered given the	team, and sit in the files of a	do not cover the entire period
			of time of the Request (<i>i.e.</i> ,

mine operator's long history of replenishing the reserves and resources" (emphasis added) (Compass Lexecon Report, ¶ 52 b.).The Documents Requested are material to the outcome of the case, as they will demonstrate that the resource and reserve estimates underlying Claimant's experts' forecasts cannot be relied upon to calculate any compensation in this case and, as a result, that Claimant's valuation is flawed.The existence of the Documents Requested cannot be in dispute. Claimant has stated that Colquiri's mineral resources and ore reserves estimates are compliant with the JORC Rules 2004 ("[t]]he [Mineral Resources and Ore Reserves (MROR)] estimate is reported by Glencore to be compliant with JORC 2004 [the JORC Code 2004, or the Australasian Code for Reporting of	number of individuals (who Bolivia fails to identify) with technical and operational roles. Furthermore, information contained in Requested Documents for Request 15 is reflected in Documents corresponding to Requests 2, 3 and 5, and Request 15 is therefore duplicative. Moreover, Claimant notes that Documents used to estimate mineral resources and/or mineral reserves for the Mine may contain proprietary information that would be protected by trade secrets and commercial confidentiality, and not subject to disclosure in this arbitration. Finally, given its broadness, Request 15 includes Documents that were prepared and provided to Bolivia in the context of the negotiations between Glencore and Bolivia	from 2005 to 2012 – e.g., there's no information whatsoever for the period 2006-2007) and (ii) do not contain information pertaining to the drillhole databases, electronic block models, exploration data and resources and reserves certifications requested by Bolivia. <u>Two</u> , this Request is not duplicative of Requests No. 2, 3 and 5 (which seek triennial or 5-year plans for Colquiri and documents supporting the Triennial Plan and the March 2012 Investment Plan). While the Documents responsive to these Requests <u>may</u> contain information on resources and reserves for certain years (e.g. 2011 and 2012, date of the Triennial Plan and of the March 2012 Investment Plan, respectively), this Request seeks resources and reserves estimates since 2005 and, more importantly,
2004 ("[t]he [Mineral Resources and Ore Reserves (MROR)] estimate is reported by Glencore to be compliant with JORC 2004 [the JORC Code 2004, or the Australasian	Finally, given its broadness, Request 15 includes Documents that were prepared and provided to Bolivia in the context of the negotiations	certain years (e.g. 2011 and 2012, date of the Triennial Plan and of the March 2012 Investment Plan, respectively), this Request seeks resources and reserves estimates since

- certify the reamineral resource reserves estimat Report, Append For the reasons Bolivia reasonal the Documents and are in the po- custody or contr	ed (SRK231).ix D, ¶¶ 5-8).For the reasons set out above, it would thus be unduly and disproportionately burdensome for Claimant to collect and produce the	there are Documents responsive to Requests No. 2, 3 or 5 which are also responsive to the present Request, Bolivia agrees that Claimant identifies those Documents as responsive to both Requests. <i>Second</i> , Claimant criticizes the Request for not identifying the custodians of the Documents Requested and for spanning over a period of 12 years. As stated in Request No. 1 above, the IBA Rules do not require that a request for documents identifies its custodians. Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules, as it contains <i>"a description of each requested document sufficient to identify it"</i> (the Documents Requested relate to a specific issue, <i>i.e.</i> the Mine's resources and reserves estimates).
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		Request and (ii) the fact that
		the Request seeks Documents
		prepared and/or reviewed by
		<i>"the Glencore Group"</i> are
		misplaced and unwarranted for
		the same reasons stated in
		Requests No. 1 and 3 above.
		Fourth, Claimant submits that
		responding to this Request
		would be excessively
		burdensome as it would have to
		search through the files of
		many individuals and affiliates
		to find the Documents
		Requested.
		This is simply not believable.
		Claimant has stated that
		Colquiri's mineral resources
		and ore reserves estimates are
		compliant with the JORC Rules
		2004 (RPA Report, ¶ 87). This
		requires that a qualified and
		independent person verifies the
		Mine's exploration data,
		geological block models, etc.
		(<i>i.e.</i> , the Documents
		Requested) to certify the
		reasonability of the mineral
		resources and ore reserves
		estimated. Therefore,
		Claimant's own allegations
		confirm that the Documents
		Requested must be readily
		available. Furthermore, the
		data contained in the
		Documents Requested is used
		2 commente requested is about

by Glencore in the ordinary
course of business, so it must
be easily accessible.
Fifth, Claimant states (with no
explanation whatsoever) that
the Documents Requested
would provide "a fragmented
view." This is false, contrary to
common sense and a <i>non</i>
sequitur: having access to the
Documents Requested (<i>i.e.</i> ,
documents related to the
Mine's resources and reserves)
can only provide a more
complete understanding and a
better assessment of the Mine
and its future production.
Moreover, whether Documents
to be disclosed provide a
"fragmented" or "complete
view" of a factual or technical
issue is irrelevant to grant or
deny a request for Documents;
it is for the Tribunal – not the
Claimant – to weigh the
evidence, once submitted by
the Parties.
b. The Documents Requested
are not confidential
First, Claimant alleges that the
Documents Requested " <u>may</u>
contain proprietary
information that would be
protected by trade secrets and
commercial confidentiality" in
order to object to Bolivia's

			[]
			Request (emphasis added).
			This objection should be
			dismissed.
			One, Claimant fails to provide
			any support as to why the
			Documents Requested would
			be protected by "trade secrets
			and commercial
			confidentiality". In fact,
			Claimant's own statement that
1			the Documents Requested
			" <u>may</u> be protected []"
			(emphasis added) confirms that
			Claimant does not know
			whether this is the case. The
			fact that, in these
			circumstances, Claimant still
			objects to Bolivia's Request
			confirms that Claimant is
			seeking by all means to
			obstruct Bolivia's access to
			Documents that are relevant to
			its case and material to the
			outcome of this dispute.
			Two, there's no support
1			whatsoever for Claimant's
			allegation that historical data
1			on resources and reserves (<i>i.e.</i> ,
1			produced between 2005 and
1			2012) would be confidential.
1			This is illogic (since it is
1			historical data) and is also
1			contradicted by Claimant's
			own acts (Claimant and its
			experts have introduced into
			the record of the case data
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		pertaining to the Mine's
		resources and reserves $-e.g.$,
		see the exhibits mentioned at
		the beginning of Claimant's
		objection to this Request, under
		literal a)).
		Third, Claimant cannot choose
		what data Bolivia and its
		experts review. Claimant's
		experts have had access to the
		Documents Requested when
		preparing their reports, as
		confirmed by Mr Moreira's and
		Mr Rigby's statements that
		Glencore took away the
		Documents Requested at the
		time of the reversion of the
		Mine Lease (SRK Report, ¶ 24;
		see, also, Moreira I, ¶ 14).
		Bolivia's experts have the right
		to review the same information
		reviewed by Claimant's experts
		when preparing their reports
		(which includes the Documents
		Requested).
		Second, Claimant asserts that
		the Documents Requested
		"[would have been] prepared
		or reviewed <u>in the context of</u>
		Glencore's negotiations with
		Bolivia" (emphasis added) and
		thus could not be used in this
		arbitration.
		As stated in the reply to
		Claimant's objections to
		Request No. 2 above, this

			objection should be dismissed
			as it is premised on an incorrect
			interpretation of the scope of
			the Parties' confidentiality
			agreement (R-231) and is, in
			any case, contrary to good
			faith.
			It is evident that the Documents
			Requested – which involve
			exploration data, drillhole
			databases, electronic block
			models, resources and reserves
			certifications, etc. – were
			prepared in the ordinary course
			of business and not for the
			purposes of the negotiations.
			c. The Documents Requested
			are not in Bolivia's possession,
			custody or control
			For the same reasons stated in
			Request No. 1 above, the
			Documents Requested are not
			in Bolivia's possession,
			custody or control.
			Mr Rigby, Bolivia's mining
			expert, further confirmed this
			during his site visit to the Mine
			("[the] Colquiri management
			and technical personnel []
			conveyed that, when the
			reversion took place, Glencore
			removed all the archives and
			electronic files which had been
			used for previous resource and
			reserve estimation. The
L			

					Colquiri team had to go back to the old manual ways of determining resources and reserves" (SRK Report, ¶ 23). Given the lack of data, Mr Rigby was not able to prepare an independent resource and reserve estimate for the purposes of his report (SRK Report, ¶ 24).	
C.	PROCESSING PLAN	T AT COLQUIRI				
16.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group sufficient to show historical data – for the 5 years prior to 20 June 2012 – for the following parameters at the Colquiri processing plant: • annual schedule of tin and zi nc concentrates production; • metallurgical recoveries; • processing costs;	Statement of Defence, ¶ 634; SRK Report, Section 7.3.6, 7.3.7, 7.3.9, 7.4; Quadrant Report, ¶¶ 25, 28- 32, 38-44; 48-51, 69, 70, 75; Compass Lexecon Report, Section V.1.1.a.	The Documents Requested are relevant and material to the outcome of this dispute for the same reasons set out in Document Request No. 14.	Claimant <u>objects</u> to this request for the following two reasons: (a) <u>Bolivia's Request 16 is</u> <u>excessively broad and fails to</u> identify a "narrow and specific category of Documents that are reasonably believed to <u>exist</u> ," as required by Article 3.3(a) of the IBA Rules. Claimant notes that the relevant data for the Colquiri processing plant's historical performance is already on the record as Exhibits R-193 , R-208 , R-209 , R-212 , R-252 , RPA-35 , RPA-36 , RPA-37 , RPA-44 , RPA-46 , RPA-47 , RPA-48 , C-108 (pp 49-50, 55, 60), C-109 , CLEX-008-6 , CLEX-008-7 , CLEX-008-10 , CLEX-008-11 , CLEX-011-5 , CLEX-011-6 , CLEX-011-7 ,	Bolivia moves to compel the production of the Documents Requested.Bolivia notes that Claimant does not dispute the relevance and materiality of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. Bolivia's request is narrow and specificFirst, Claimant alleges that the data regarding the Colquiri processing plant's historical performance would already be on the record.While Claimant has the burden to prove that this would be the case, Claimant has not satisfied this burden. Claimant's "demonstration" is limited to	Request denied.

 power consumption levels; water consumption levels; transportation costs; capital expenditures (CAPEX); and operating expenditures (OPEX). 	CLEX-011-8, CLEX-011-9, CLEX-011-10, CLEX-011-11, CLEX-011-12, CLEX-011-13. Furthermore, Request 16 seeks Documents contained in Documents corresponding to Requests 10 through 13, and Request 16 is therefore duplicative. Request 16 seeks Documents "prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group sufficient to show the historical data for [numerous] parameters," without identifying any specific custodians. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of "Documents" provided by Bolivia is extremely broad and covers "all forms of written communications and Correspondence, including," to provide only a few examples, "emails, notes, . contracts, agreements, drawings, graphs, charts, photographs, phono records, and data compilations."	making reference to severalexhibits, without specifying(with one sole exception) thepages allegedly containing theduplicative information. Thisis enough to dismissClaimant's objection.In any event, Bolivia hasreviewed the exhibits referredto by Claimant and confirmsthey do not contain theinformation requested.While Bolivia acknowledgesthat some of the exhibits citedby Claimant containinformation that may be alsofound in the DocumentsRequested (as they containinformation on the annualschedule of concentrates,metallurgical recoveries,CAPEX and OPEX), theseexhibits do not contain, forexample, information onprocessing costs, powerconsumption levels andtransportation costs.Second, Claimant alleges thatthe present Request "seeksDocuments containinginformation contained inDocuments corresponding toRequest 10 through 13, andRequest 16 [would] therefore[be] duplicative".
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			The Requested Documents are not only voluminous and difficult to locate, but they will also provide a fragmented view. Most Requested Documents are unlikely to have been distributed to the management team, and sit in the files of a number of individuals (who Bolivia fails to identify) with technical and operational roles. Furthermore, given its broadness Request 16 includes Documents that were prepared and provided to Bolivia in the context of the negotiations between Glencore and Bolivia concerning the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared-risk agreements. As explained above, these are not relevant and material to the outcome of the dispute and Bolivia agreed not to, and thus cannot, rely on such confidential "without prejudice" documents (R- 231). It would thus be unduly and disproportionately burdensome for Claimant to collect and produce the Requested Documents.	Bolivia denies the existence of duplicity. In any case, to the extent there are Documents responsive to Requests No. 10 through 13 which are also responsive to the present Request, Bolivia agrees that Claimant identifies those Documents as responsive to both Requests. <i>Third</i> , Claimant criticizes Bolivia for failing to identify the custodians of the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly identified the parameters of the historical data that it is seeking to obtain through this Request. <i>Fourth</i> , Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term "Documents", and (ii) the request for Documents prepared and/or reviewed by "the Glencore Group".	
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			As explained in Claimant's	Bolivia is not requesting all
			reasoned objections to	Documents responsive to the
			Request 2, above, Bolivia	category of Documents
			grossly mischaracterizes	Requested, but only a limited
			paragraph 8.2 of Procedural	amount of Documents that are
			Order No 1. This provision	"sufficient to show" historical
			does not give Bolivia the right	data – for the 5 years prior to
			to request documents on	20 June 2012 – for the specific
			which Claimant's experts do	parameters identified in the
			not rely. In fact, paragraph 8.2	Request.
			does not address the Parties'	Once Claimant has identified
			right to request documents in	the Documents "sufficient to
			this arbitration at all.	show" the above historical data,
			(b) In any event, the request	it can stop searching for
			seeks Documents that are, or	Documents. Thus, Claimant's
			would reasonably be, in	objections to the scope of the
			Bolivia's possession, custody,	term "Documents" or the
			or control, contrary to the	reference to "the Glencore
			requirements of Article 3.3(c)	Group" are misplaced. It
			of the IBA Rules.	cannot be " <i>unduly and</i>
				disproportionately burdensome
			As explained in Claimant's	for Claimant to collect and
			reasoned objections to	produce" the Documents
			Request 1, above, this request	Requested.
			pertains to documents that	
			were kept in Colquiri's files	In any case, for the same
			and over which Bolivia would	reasons stated in Requests No.
			have access by reason of	1 and 3 above, Claimant's
			having expropriated the Mine.	objections are unwarranted and
			Similar documents introduced	misplaced.
			into the record by Bolivia	Fifth, Claimant states (with no
			confirm as much (R-208 ,	explanation whatsoever) that
		R-209 , R-212 ; see also	the Documents Requested	
		Moreira I, ¶ 26). Claimant, on	would provide "a fragmented	
			the other hand, lost control of	view." This is false, contrary to
			the Mine on 30 May 2012.	common sense and a <i>non</i>
				sequitur: having access to the
				1 C

		The documents requested by	Documents Requested (<i>i.e.</i> ,
1		Bolivia are therefore plainly	historical data on specific
		within its possession, custody	*
		· · · · ·	parameters of the Colquiri
		and control.	processing plant) can only
			provide a more complete view
			and understanding of the
			Colquiri processing plant's
			performance. Moreover,
			whether Documents to be
			disclosed provide a
			"fragmented" or "complete
			view" of a factual or technical
			issue is irrelevant to grant or
			deny a request for Documents;
			it is for the Tribunal – not the
			Claimant – to weigh the
			evidence, once submitted by
			the Parties.
			b. <u>The Documents Requested</u>
			are not confidential
			Claimant alleges that the
			Documents Requested would
			have been "prepared and
			provided to Bolivia in the
			context of the negotiations
			between Glencore and Bolivia"
			and thus could not be used in
			this arbitration.
			As stated in the reply to
			Claimant's objections to
			Request No. 5 above, this
			objection should be dismissed
			as it is premised on an incorrect
			interpretation of the scope of
			the Parties' confidentiality
			agreement (R-231) and is, in

					any case, contrary to good faith. c. <u>Bolivia's alternative basis for</u> <u>this Request</u> Claimant alleges that Bolivia "grossly mischaracterizes paragraph 8.2 of Procedural Order No. 1." For the same reasons stated in Request No. 2 above, Claimant's reading of this provision deprives it of any sanse and Polivia's experts	
					 sense and Bolivia's experts have the due process right to review the Documents Requested. d. <u>The Documents Requested</u> are not in Bolivia's possession, <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control. 	
17.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group before the Mine Lease's reversion showing projections of the following parameters	Statement of Defence, ¶ 634; SRK Report, Section 7.3.6, 7.3.7, 7.3.9, 7.4; Quadrant Report, ¶¶ 25, 28- 32, 38-44; 48-51, 70, 75; Compass Lexecon Report, Section V.1.1.a.	The Documents Requested will demonstrate that Claimant's own contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about Colquiri's processing plant future performance are consistent with the projections by Respondent's experts and, in turn, confirm the	Claimant <u>objects</u> to this request for the following two reasons: (a) <u>Bolivia's Request 17 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> believed to exist," as required	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore	Request denied.

processing plant:Claimant's experts' forecasts.Rules.and June 2012.• annual schedule of tin and zinc concentrates production;The Documents Requested are material to the outcome of the case, as they will demonstrate information that is already on that Claimant's forecasts cannot be relied upon to calculate and consumption levels;Request 17 seeks Documents that contain data and information that is already on the record as Exhibits C-108 (pp 83-104), R-33, R-34, CLEX-11-8 (pp 1-2), CLEX-11-9 (pp 1-2), RPA-37 (pp 3-5, 9), RPA-47 (pp 2-4, 6-7).Bolivia notes that Claimant does not dispute the relevance and materiality of the Documents Requested and merial is the Documents Requested exist and are in the possession, custody or control of Claimant.Bolivia notes that Claimant does not dispute the relevance information that is already on the record as Exhibits c-108 (pp 3-5, 9), RPA-47 (pp 2-4, 6-7).Bolivia notes that Claimant does not dispute the relevance and materiality of the Documents Requested exist and are in the possession, custody or control of Claimant.Request 17 is not only duplicative, it is also the IBA Rules, Request 17 does not refer to a specific timeframe or to individual custodiams. It seeks, broadly, Documents "prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group," as defined by Bolivia, comprises over 200 entities arout the world. Moreover, the definition of "Documents" into difficutior of "Documents" into the arout plan; and o operating expenditures (OPEX).Claimant's experts' for December of sinchi Wayra's monthy reports for December or Documents	for Colquiri's	lack of reasonability of	by Article 3.3(a) of the IBA	acquired control of the Mine)
schedule of tin andmaterial to the outcome of the case, as they will demonstrate (i) that Respondent's experts' forecasts are correct, and (ii) that Claimant's forecasts canot costs;that contain data and information that is already on the record as Exhibits C-108 (p 83-104), R-33, R-34, CLEX-11-8 (pp 1-2), RPA-37 (p 93-5, 9), RPA-47 (pp 2-4, as ar result, that Claimant's valuation is flawed.does not dispute the relevance and materiality of the Documents Requested.• power consumption levels;as ar result, that Claimant's valuation is flawed.(p 83-104), R-33, R-34, (CLEX-11-9 (pp 1-2), RPA-37 (p 93-5, 9), RPA-47 (pp 2-4, do (p 3-5, 9), RPA-47 (pp 2-4, do (p 3-5, 9), RPA-47 (pp 2-4, do (p 3-5, 9), RPA-47 (p 2-4, <b< td=""><td>processing plant:</td><td>Claimant's experts' forecasts.</td><td>Rules.</td><td>and June 2012.</td></b<>	processing plant:	Claimant's experts' forecasts.	Rules.	and June 2012.
provided by Bolivia is2011 and 2012.provided by Bolivia iswhile Bolivia acknowledgesextremely broad and coverswhile Bolivia acknowledges"all forms of writtenthat some of the exhibits citedcommunications andby Claimant containCorrespondence, including,"information that may be alsoto provide only a fewfound in the Documentsexamples, "emails, notes,Requested (as they containcontracts agreementssome projections for the annual	 annual schedule of tin and zinc concentrates production; processing costs; power consumption levels; water consumption levels; transportation costs; transportation costs; capital expenditures (CAPEX); and operating expenditures 	The Documents Requested are material to the outcome of the case, as they will demonstrate (i) that Respondent's experts' forecasts are correct, and (ii) that Claimant's forecasts cannot be relied upon to calculate any compensation in this case and, as a result, that Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession,	Request 17 seeks Documents that contain data and information that is already on the record as Exhibits C-108 (pp 83-104), R-33, R-34, CLEX-11-8 (pp 1-2), CLEX-11-9 (pp 1-2), RPA-37 (pp 3-5, 9), RPA-47 (pp 2-4, 6-7). Request 17 is not only duplicative, it is also excessively broad. Contrary to the IBA Rules, Request 17 does not refer to a specific timeframe or to individual custodians. It seeks, broadly, Documents " <i>prepared and/or</i> <i>reviewed by Colquiri and/or</i> <i>Sinchi Wayra and/or the</i> <i>Glencore Group</i> " showing projections for several broad parameters. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of " <i>Documents</i> " <i>provided by Bolivia is</i> <i>extremely broad and covers</i> " <i>all forms of written</i> <i>communications and</i> <i>Correspondence, including,</i> " to provide only a few	Bolivia notes that Claimant does not dispute the relevance and materiality of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. Bolivia's request is narrow and specificFirst, Claimant alleges that the Documents Requested contain information that is duplicative of information already in the record, and that this Request would be duplicative of Requests No. 1 through 6. Both statements are inaccurate.One, the exhibits cited by Claimant contain three types of documents: a) the Triennial Plan; b) Colquiri's 2012 budget and 2012 investment plan; and c) excerpts of Sinchi Wayra's monthly reports for December 2011 and 2012.While Bolivia acknowledges that some of the exhibits cited by Claimant contain information that may be also found in the Documents Requested (as they contain

			drawings, graphs, charts, photographs, phono records, and data compilations." The Requested Documents are not only voluminous and difficult to locate, but they will also provide a fragmented view. Furthermore, Request 17 seeks Documents containing information reflected in Documents corresponding to Requests 1 through 6, and Request 17 is therefore duplicative. Moreover, given its broadness, Request 17 includes Documents that were prepared and provided to Bolivia in the context of the negotiations between Glencore and Bolivia concerning the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared-risk agreements. As explained above, these are not relevant and material to the outcome of the dispute and Bolivia agreed not to, and thus cannot, rely on such confidential "without prejudice" documents (R- 231). It would thus be unduly and disproportionately burdensome for Claimant to	production, CAPEX and OPEX), they (i) do not cover the entire period of time of the Request (<i>i.e.</i> , from October 2004 to June 2012 – the exhibits cited by Claimant only pertain to years 2011 and 2012) and (ii) do not contain projections for processing costs, power consumption levels, water consumption levels, water consumption levels and transportation costs. <u>Two</u> , this Request is not duplicative of Requests No. 1 through 6 (which seek drafts of the Triennial Plan, triennial or 5-year plans for Colquiri and documents supporting the Triennial Plan and the March 2012 Investment Plan). Even assuming that Documents responsive to these Requests <u>may</u> contain projections for <u>some</u> of the parameters of the Colquiri processing plant, such projections will certainly not cover the full period of this Request (<i>i.e.</i> , October 2004 – June 2012; the Triennial Plan and the March 2012 Investment Plan were prepared in 2011 and 2012, respectively). In any case, to the extent there are Documents responsive to Requests No. 1 through 6 which are also responsive to
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	collect and produce the Requested Documents. (b) In any event, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules. As explained in Claimant's reasoned objections to Request 1, above, this request pertains to documents that were kept in Colquiri's files and over which Bolivia would have access by reason of having expropriated the Mine. Similar documents introduced into the record by Bolivia confirm as much (R-33, R-34 ; <i>see also</i> Moreira I, ¶ 26). Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody and control.	the present Request, Bolivia agrees that Claimant identifies those Documents as responsive to both Requests. <i>Second</i> , Claimant criticizes Bolivia for failing to identify the custodians or providing a time frame for the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly identified the parameters of the projections that it is seeking to obtain through this Request. In any case, as stated at the beginning of this Request the period October 2004 – June 2012.
		<i>Third</i> , Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term <i>"Documents"</i> , and (ii) the request for Documents

		prepared and/or reviewed by
		"the Glencore Group".
		For the same reasons stated in
		Requests No. 1 and 3 above,
		these objections are misplaced
		and unwarranted.
		Fourth, Claimant states (with
		no explanation whatsoever)
		that the Documents Requested
		would provide "a fragmented
		view." This is false, contrary to
		common sense and a <i>non</i>
		sequitur: having access to the
		Documents Requested (<i>i.e.</i> ,
		projections for specific
		parameters of the Colquiri
		processing plant) can only
		provide a more complete view
		and understanding of
		Claimant's contemporary
		expectations on the processing
		plant's performance. Moreover,
		whether Documents to be
		disclosed provide a
		"fragmented" or "complete
		view" of a factual or technical
		issue is irrelevant to grant or
		deny a request for Documents;
		it is for the Tribunal – not the
		Claimant – to weigh the
		evidence, once submitted by
		the Parties.
		Fifth, Claimant submits that
		collecting and producing the
		Documents Requested would
		be unduly burdensome

		This objection is simply not
		believable. Bolivia is
		requesting projections for
		specific parameters of the
		Colquiri processing plant.
		These projections are prepared
		and used by Colquiri and, more
		generally, the Glencore Group
		in the ordinary course of
		business in order to prepare
		budgets, business and financial
		plans, reports for management
		and investors, among many
		others. Given their importance
		and recurrent use, the
		Documents Requested should
		be readily available and easy to
		find.
		b. The Documents Requested
		are not confidential
		Claimant alleges that the
		Documents Requested would
		have been "prepared and
		provided to Bolivia in the
		context of the negotiations
		between Glencore and Bolivia"
		and thus could not be used in
		this arbitration.
		As stated in the reply to
		Claimant's objections to
		Request No. 5 above, this
		objection should be dismissed
		as it is premised on an incorrect
		interpretation of the scope of
		the Parties' confidentiality
		agreement (R-231) and is, in
		asi voinoint (N-201) and 10, 111

					 any case, contrary to good faith. It is evident that the Documents Requested – which involve projections prepared by Glencore, since October 2004, for specific parameters of the Colquiri processing plant – were prepared in the ordinary course of business and not for the purposes of the negotiations. c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control. 	
18.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group before the Mine's reversion that refer to metallurgical recoveries at Colquiri's processing plant for any period of time between June 2012 and 2030.	Statement of Defence, ¶¶ 651, 663; SRK Report, ¶ 66.	The Documents Requested will demonstrate that Claimant's own contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about future metallurgical recoveries at the Colquiri processing plant are consistent with the projections by Respondent's experts and, in turn, confirm the lack of reasonability of Claimant's experts' projections. The Documents Requested are material to the outcome of the case, as they will demonstrate	Claimant <u>objects</u> to this request for the following two reasons: (a) <u>Bolivia's Request 18 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> <u>believed to exist</u> ," as required by Article 3.3(a) of the IBA Rules. Request 18 seeks Documents that contain data and information that is already on	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Mine) and June 2012. Bolivia notes that Claimant does not dispute the relevance	Request denied.

 (i) that the metallurgical recovery rates estimated by Respondent's experts are correct, and (ii) that the metallurgical recovery rates assumed by Claimant's experts cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant. 	the record as Exhibits C-108 (pp 83-104), R-33, R-34, CLEX-11-8 (pp 1-2), CLEX-11-9 (pp 1-2), RPA-37 (pp 3-5, 9), RPA-47 (pp 2-4, 6-7). Request 18 is not only duplicative, it is also excessively broad. Contrary to the IBA Rules, Request 18 does not refer to a specific timeframe (for when the Requested Documents were either " <i>prepared and/or</i> <i>reviewed</i> ") or to individual custodians. It seeks, broadly, Documents " <i>prepared and/or</i> <i>reviewed</i> ") or to individual custodians. It seeks, broadly, Documents " <i>prepared and/or</i> <i>reviewed by Colquiri and/or</i> <i>Sinchi Wayra and/or the</i> <i>Glencore Group</i> ." The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of	and materiality of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. Bolivia's request is narrow and specific <i>First</i> , Claimant alleges that the Documents Requested would contain information that is duplicative of information already in the record, and that this Request would be duplicative of Requests No. 1 through 6 and 17. Both statements are inaccurate.One, the exhibits cited by Claimant contain three types of documents: a) the Triennial Plan; b) Colquiri's 2012 budget and 2012 investment plan; and c) extracts of Sinchi Wayra's
and are in the possession,	Requested Documents were either " <i>prepared and/or</i> <i>reviewed</i> ") or to individual custodians. It seeks, broadly, Documents " <i>prepared and/or</i> <i>reviewed by Colquiri and/or</i> <i>Sinchi Wayra and/or the</i> <i>Glencore Group.</i> " The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of	already in the record, and that this Request would be duplicative of Requests No. 1 through 6 and 17. Both statements are inaccurate. <u>One</u> , the exhibits cited by Claimant contain three types of documents: a) the Triennial Plan; b) Colquiri's 2012 budget and 2012 investment plan; and
	"Documents" provided by Bolivia is extremely broad and covers "all forms of written communications and Correspondence, including," to provide only a few examples, "emails, notes, . contracts, agreements, drawings, graphs, charts, photographs, phono records, and data compilations."	2011 and 2012. Bolivia acknowledges that one of the exhibits cited by Claimant, R-33 (Colquiri's Annual Budget for 2012), contains information that may be also found in the Documents Requested as it contains projections for the metallurgical recovery rates for 2012 (i.e., for only 1 year out

	no dif wi vie sta bee ma the	he Requested Documents are of only voluminous and ifficult to locate, but they ill also provide a fragmented ew. Most data and atements are unlikely to have een distributed to the anagement team, and sit in the files of a number of dividuals (who Bolivia fails	of the 18-year timeframe covered by the Request). The other exhibits cited by Claimant either do not contain any information on the processing plant's metallurgical recovery rates (R-34) or contain only data on actual recovery rates (CLEX-11-8 ,	
	to op Fu con Do ref con 6,	a identify) with technical and perational roles. authermore, information ontained in Requested ocuments for Request 18 is effected in Documents prresponding to Requests 1- , 17, and Request 18 is perefore duplicative.	CLEX-11-9, RPA-37, RPA- 47). <u>Two</u> , this Request is not duplicative of Request No. 17 (which, although seeks Documents showing projections for specific parameters of the processing plant, does not include metallurgical recoveries as one	
	Re Do and con bet con mi con and aga	loreover, given its broadness, equest 18 includes ocuments that were prepared ad provided to Bolivia in the ontext of the negotiations etween Glencore and Bolivia oncerning the global igration of the mining ontracts for Porco, Bolivar ad Colquiri to shared-risk greements. As explained pove, these are not relevant	of those parameters). <u>Three</u> , this Request is not duplicative of Requests No. 1 through 6 (which seek drafts of the Triennial Plan, triennial or 5-year plans for Colquiri and documents supporting the Triennial Plan and the March 2012 Investment Plan). Even assuming that Documents responsive to these Requests	
	and the no	nd material to the outcome of the dispute and Bolivia agreed of to, and thus cannot, rely in such confidential "without	may contain projections for the metallurgical recovery rates of the Colquiri processing plant, such projections will certainly not cover the full period of this Request (<i>i.e.</i> , October 2004 –	

		 prejudice" documents (R-231). It would thus be unduly and disproportionately burdensome for Claimant to collect and produce the Requested Documents. (b) In any event, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules. As explained in Claimant's reasoned objections to Request 1, above, this request pertains to documents that were kept in Colquiri's files and over which Bolivia would have access by reason of having expropriated the Mine. Similar documents introduced into the record by Bolivia confirm as much (R-33, R-34; see also Moreira I, ¶ 26). Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody and control. 	June 2012; the Triennial Plan and the March 2012 Investment Plan were prepared in 2011 and 2012, respectively). In any case, to the extent there are Documents responsive to Requests No. 1 through 6 which are also responsive to the present Request, Bolivia agrees that Claimant identifies those Documents as responsive to both Requests. <i>Second</i> , Claimant criticizes Bolivia for failing to identify the custodians or providing a time frame for the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly identified that it is seeking to obtain projections for metallurgical recovery rates for the years 2012-2030 through this Request. In any case, as stated at the beginning of this Request, Bolivia has set as the timeframe of this Request the
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				period October 2004 – June	
				2012.	
				Third, Claimant argues that the	
				Request would be too broad, as	
				shown by (i) Bolivia's use of	
				an ample definition of the term	
				"Documents", and (ii) the	
				request for Documents	
				prepared and/or reviewed by	
				"the Glencore Group".	
				In any case, for the same	
				reasons stated in Requests No.	
				1 and 3 above, Claimant's	
				objections are misplaced and	
				unwarranted.	
				Fourth, Claimant states (with	
				no explanation whatsoever)	
				that the Documents Requested	
				would provide " <i>a fragmented</i>	
				view." This is false, contrary to	
				common sense and a <i>non</i>	
				sequitur: having access to the	
				Documents Requested (<i>i.e.</i> ,	
				projections for the	
				metallurgical rates of the	
				Colquiri processing plant) can	
				only provide a more complete	
				view and understanding of	
				Claimant's contemporary	
				expectations on the processing	
				plant's future metallurgical	
				recoveries. Moreover, whether	
				Documents to be disclosed	
				provide a " <i>fragmented</i> " or	
				<i>"complete view</i> " of a factual or	
				technical issue is irrelevant to	
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	grant or deny a request for Documents; it is for the Tribunal – not the Claimant – to weigh the evidence, once submitted by the Parties.
	<i>Fifth</i> , Claimant submits that collecting and producing the Documents responsive to this Request would be unduly burdensome.
	This objection is simply not believable. Bolivia is requesting projections for the metallurgical recovery rates of Colquiri's processing plant. These projections are prepared and used by Colquiri and, more generally, the Glencore Group in the ordinary course of business in order to prepare budgets, business and financial plans, reports for management and investors, among many others. Given their importance and recurrent use, the Documents Requested should be readily available and easy to find.
	b. <u>The Documents Requested</u> <u>are not confidential</u> Claimant alleges that the Documents Requested would have been "prepared and provided to Bolivia in the context of the negotiations between Glencore and Bolivia"

19.	a) T he contracts f or the s ale an d/or purchase of tin and/or zinc concentrates signed by C olquiri	Statement of Defence, ¶ 811- 813; Quadrant Report, ¶¶ 59-65; SRK Report, ¶ 79	As explained by Quadrant, Compass Lexecon relies on two contracts (exhibits CLEX-31.4 and CLEX-31.5) whereby Colquiri sold tin and zinc	Claimant <u>objects</u> to this request for the following three reasons:	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts	Request granted but limited to: Contracts providing for the sale of tin and/or
D.	CONCENTRATES AN	ND INGOT PRICES				
					and thus could not be used in this arbitration. As stated in the reply to Claimant's objections to Request No. 5 above, this objection should be dismissed as it is premised on an incorrect interpretation of the scope of the Parties' confidentiality agreement (R-231) and is, in any case, contrary to good faith. It is evident that the Documents Requested – which involve metallurgical recovery rates projections of the Colquiri processing plant – were prepared in the ordinary course of business and not for the purposes of the negotiations. c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	

 and/or Sinchi W ayra and/or the Glencore Group (among themselves a nd/or with any third parties) between O ctober 2004 and J une 2 012, including bu t not limited to: a. contracts whereby Colquiri sold concentrates to n on-related parties; and b. To the extent n ot covered by a. ab ove, contracts whereby the Glencore Group s old or a cquired concentrates . b) T he i nvoices a nd payments corresponding to supplies under each of the a forementioned contracts; and 	k); Compass Lexecon Report, ¶¶ 62-64; CLEX- 31.4 and CLEX- 31.5, Colquiri Sale Contracts and Invoices; CLEX-32	concentrates to Glencore International to estimate future tin and zinc concentrate prices (Quadrant Report, ¶¶ 60-61). The relevance and materiality of the Documents Requested should not be in dispute given that, as indicated above, Claimant's experts have relied on these Documents and attached some to their Reports (see exhibits CLEX-31.4 and CLEX-31.5). In any event, the Documents Requested are relevant and necessary to enable Respondent's experts to (i) assess the full historical record and ascertain relevant operational metrics (such as concentrates prices) – "[t]he purpose of requiring historical data for the implementation of a DCF analysis is to provide a more reliable source of information for projecting future cash flows" (Quadrant, ¶ 47), and (ii) prepare its own tin and zinc concentrates price forecast (so far, in the absence of the Documents Requested, Quadrant is relying on Compass Lexecon's forecast – Quadrant Report, ¶ 65). The Documents Requested are	 (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u>, and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Request 19 seeks documents that contain documents that are already on the record as Exhibits C-86, R-54, R-55, R-56, R-57, R-58, R-59, R- 60, R-61, R-62, R-78, R-194, R-195, R-198, R-199, R-200, R-201, R-202, R-203, R-204, R-204, R-205, R-208, R-209, R-212, RPA-22, RPA-23, RPA-24, RPA-25, RPA-26, CLEX-031-4, CLEX-031-5, CLEX-031-6, CLEX-031-7, CLEX-031-7, CLEX-031-8, CLEX-031-9. Request 19 is not only duplicative, it is also excessively broad. Request 19 seeks contracts signed by Colquiri and/or Sinchi Wayra and/or the Glencore Group for the sale and/or purchase of tin and/or zinc concentrates, as well as invoices and payments and other unspecified documents corresponding to supplies under each of the aforementioned contracts 	to limit its Request to the 2 years prior to the reversion of the Mine Lease (i.e. 20 June 2010 to 20 June 2012). Claimant's objections to the Request are misplaced for the following reasons: a. <u>The Documents Requested are relevant to the case and material for its outcome</u> <i>First</i> , Claimant alleges that the Documents Requested would include documents already in the record, and thus that the Request would be duplicative. This is inaccurate. The exhibits cited by Claimant contain four types of documents: a) Colquiri reports; b) metallurgical balances from the Vinto Tin Smelter; c) reports and proof of payment related to the purchase of ore from <i>cooperativas</i> ; and d) contracts for the sale of tin or zinc concentrates between Colquiri and Glencore International AG and between Colquiri and Vinto. Neither a), b) or c) are responsive to this Request. In relation to d), while Bolivia acknowledges that some of the avhibits aited by Claimant area	zinc concentrates produced in the Colquiri Mine signed between June 2010 and 20 June 2012; and invoices corresponding to sales of tin and/or zinc concentrates made between June 2010 and 20 June 2012.
c) D ocuments sufficient t o e stablish		The Documents Requested are material to the outcome of this	aforementioned contracts regardless of the origin or	acknowledges that some of the exhibits cited by Claimant are partially responsive to	

the quantity and metal	case, as they will demonstrate	destination of the relevant	Bolivia's Request (as they
concentration of the	that Compass Lexecon's tin and	concentrates, or their	involve contracts for the sale /
supplies mentioned in	zinc concentrates price forecast	connection to the Assets in	purchase of concentrates signed
b) above.	cannot be relied upon to	dispute in the present case.	between companies of the
	calculate any compensation in	The Requested Documents	Glencore Group), Claimant has
	this case and, as a result, that	therefore include numerous	not confirmed that these are <u>all</u>
	Claimant's valuation is flawed.	documents that are neither	the contracts executed between
	As an independent basis for this	relevant nor material to the present dispute.	companies of the Glencore Group nor has submitted
	request, Compass Lexecon has		Documents responsive to
	confirmed the existence of the	(b) <u>Bolivia's Request 19 as a</u>	paragraphs a), b) and c) of this
	Documents Requested and that	whole is excessively broad	Request.
	it has had access to them. In its	and fails to identify a "narrow	-
	expert report, it said that (i)	and specific category of	Second, Claimant argues that
	"[f] or the tin concentrate, we	Documents that are reasonably	the Request would be
	rely on the <u>latest</u> available	believed to exist," as required	"excessively broad" as it "seeks
	contract dated August 13, 2007"	by Article 3.3(a) of the IBA	contracts signed by Colquiri
	(emphasis added) (Compass	Rules.	and/or Sinchi Wayra and/or the
	Lexecon Report, ¶ 63), and (ii) "[f] or the zinc concentrate, we rely on <u>latest</u> (sic) available Amendment to Contract No. 062-03-10287-P dated May 02, 2012" (emphasis added) (Compass Lexecon Report, ¶	Request 19 is excessively broad in scope, seeking documents spanning a period of <u>almost 8 years</u> relating to the sale and/or purchase of tin and/or zinc concentrates	Glencore Group for the sale and/or purchase of tin and/or zinc concentrates [] regardless of the origin or destination of the relevant concentrates, or their connection to the Assets in
	(Compass Lexceon Report, 64).	regardless of the origin and destination of the relevant	dispute in the present case".
	Thus, consistent with ¶ 8.2 of	concentrates, or their	Claimant's objection is
	Procedural Order No. 1,	connection to the Assets in	inconsistent with its experts'
	Respondent's experts have the	dispute in the present case.	own calculation of future tin
	right to review the documents	Furthermore, Request 19(c)	and zinc concentrate prices
	relied upon by Claimant's	refers broadly to "Documents"	(which, it is undisputed, are
	experts when performing their	defined as "all forms of	relevant to the valuation of the
	analyses (such as the	written communications and	Mine Lease).
	Documents Requested).	Correspondence, including,"	Compass Lexecon follows a
	For the reasons stated above,	to provide only a few examples, " <i>emails, notes, .</i>	two-step methodology to calculate Colquiri's future tin
	Bolivia reasonably believes that the Documents Requested exist	contracts, agreements,	and zinc concentrate prices: (i)
	the Documents Requested exist		and zine concentrate prices: (1)

	and are in the possession,	drawings, graphs, charts,	"First, we forecast <u>world</u> tin
	custody or control of the	photographs, phono records,	and zinc ingot prices as of the
	Claimant.	and data compilations."	
		ana aata compitations.	date of valuation (i.e., May 29,
		Moreover, given its broadness,	2012) <u>as these prices define the</u>
		Request 19 includes	basis of the tin and zinc
		documents that were prepared	concentrate prices" (emphasis
		and provided to Bolivia in the	added) (Compass Lexecon
		context of the negotiations	Report, ¶ 59), and (ii) "Second,
		between Glencore and Bolivia	we value the concentrate's
		concerning the global	metal contained <u>based on the</u>
			ingot reference price and
		migration of the mining	Colquiri's sale contracts"
		contracts for Porco, Bolivar	(which are used to determine
		and Colquiri to shared-risk	the typical length of Colquiri's
		agreements. As explained	contracts, bonuses and
		above, these are not relevant	deduction provisions, etc.)
		and material to the outcome of	(Compass Lexecon Report, ¶
		the dispute and Bolivia agreed	62).
		not to, and thus cannot, rely	
		on such confidential "without	As shown by the citations
		prejudice" documents (R-	above, Compass Lexecon
		231).	calculates Colquiri's future tin
		Desmanding to this name -t	and zinc concentrate prices
		Responding to this request	based on "world tin and zinc
		would therefore be	<i>ingot prices</i> ". At no point
		excessively burdensome for	Compass Lexecon considers in
		Claimant as it would have to	its calculation the "origin or
		search through a vast number	destination of the relevant
		of documents to locate this	concentrates".
		information which would be	concentrates.
		scattered across the files of	Furthermore, the relevance of
		many individuals at Claimant	the contracts whereby the
		and its affiliates. The time and	Glencore Group sold or
		cost of producing them	acquired concentrates is further
		significantly outweigh their	confirmed by the fact that, as
		expected probatory value,	explained above, Claimant has
		especially in light of the fact	already submitted to the record
			-
		that Bolivia has failed to	contracts that are responsive to

	establish the relevance and	this Request (C-086, RPA-22,
	materiality of the requested	RPA-23, RPA-24, RPA-26,
	documents.	CLEX-31-1, CLEX-31-4,
	Claimant further notes that, as	CLEX-31-5, CLEX-31-6,
	explained in Claimant's	CLEX-31-9).
	reasoned objections to	b. <u>Bolivia's alternative basis</u>
	Request 2, above, Bolivia	for this Request
	grossly mischaracterizes	Claimant alleges that Bolivia
	paragraph 8.2 of Procedural	"grossly mischaracterizes
	Order No 1. This provision	paragraph 8.2 of Procedural
	does not give Bolivia the right	Order No. 1."
	to request documents on	
	which Claimant's experts do	For the same reasons stated in
	not rely. In fact, paragraph 8.2	Request No. 2 above,
	does not address the Parties'	Claimant's reading of this
	right to request documents in	provision deprives it of any
	this arbitration at all.	sense and Bolivia's experts
	(c) In any event, the request	have the due process right to
	seeks Documents that are, or	review the Documents
	would reasonably be, in	Requested.
	Bolivia's possession, custody,	c. Bolivia's request is narrow
	or control, contrary to the	and specific
	requirements of Article 3.3(c)	
	of the IBA Rules.	<i>First</i> , Claimant states that this
		Request is excessively broad
	As explained in Claimant's	and burdensome because it
	reasoned objections to	seeks Documents from a period
	Request 1, above, this request	of time that spans over " <i>almost</i>
	pertains to documents that	8 years".
	were kept in Colquiri's files	Bolivia's Request is not
	and over which Bolivia would	excessively broad or
	have access by reason of	burdensome. The timeframe of
	having expropriated the Mine.	this request was fixed based on
	In fact, Bolivia itself	the period of Glencore's tenure
	introduced the following	over the Mine (October 2004 –
	documents corresponding to	June 2012), and its purpose is
	Request 19 in the record:	to allow Bolivia's experts to

		R-194, R-195, R-198, R-199,	access the full historical record
		R-194, R-195, R-196, R-199, R-200, R-201, R-202, R-203,	to properly perform its DCF
		R-204, R-204, R-205, R-208, R-200, R-212, Claimant on	analysis ("[t] he purpose of
		R-209 , R-212 . Claimant, on	requiring historical data for
		the other hand, lost control of	the implementation of a DCF
		the Mine on 30 May 2012.	analysis is to provide a more
		The documents requested by	reliable source of information
		Bolivia are therefore plainly	for projecting future cash
		within its possession, custody	flows" (Quadrant, ¶ 47).
		and control.	Producing the Documents
			Requested would not be overly
		Notwithstanding a nd w ithout	burdensome to Claimant given
		prejudice to the above, in the	that, as its own expert
		spirit of cooperation, Claimant	concedes, Colquiri's contracts
		offers to conduct a r easonable	typically last one-to-two years
		search o f (i) c ontracts	(Compass Lexecon Report, ¶
		providing for the s ale of t in	62).
		and/or zinc co ncentrates	
		produced in the Colquiri Mine	Without prejudice to the
		signed within 12 months of the	foregoing, in the spirit of
		Colquiri Mine's takeover; and	cooperation, Bolivia narrows
		(<i>ii</i>) i nvoices c orresponding t o	its Request to cover only the 2
		sales of tin a nd/or z inc	years prior to the reversion of
		concentrates m ade within 12	the Mine Lease (i.e., the period
		months of the Colquiri Mine's	20 June 2010 – 20 June 2012).
		takeover.	Second, Claimant criticizes
			Bolivia's definition of the term
			<i>"Documents"</i> for allegedly
			being "extremely broad."
			For the same reasons stated in
			Request No. 3 above, this
			objection is wrong and
			inconsistent with Claimant's
			own requests (which adopt a
			definition of "Documents" that
			is larger than the one used by

		Bolivia), and thus should be
		dismissed.
		Third, Claimant submits that
		responding to this Request
		would be excessively
		burdensome as it would have to
		search through the files of
		many individuals and affiliates
		to find the Documents
		Requested.
		This is simply not believable.
		Glencore has global
		departments in charge of the tin
		and zinc metals (e.g., Mr
		Eskdale, one of Claimant's
		witnesses, is the Head of
		Glencore's Global Zinc
		Operations) which no doubt
		have easy access to the
		Documents Requested.
		Furthermore, the Documents
		Requested contain data that is
		relevant for the projections
		prepared and used by Glencore in the ordinary course of
		business, so Glencore cannot
		seriously contend that it does
		not know who holds the
		Documents and where .
		Fourth, Claimant submits that
		"the time and cost of producing [the Documents Requested]
		significantly outweigh their
		expected probatory value".
		As stated in Request No. 2
		above, this is not for Claimant

but for the Tribunal to decide
(UNCITRAL Rules, Art. 27.4).
In any case, Bolivia has
demonstrated that the
Documents Requested will
enable its experts to prepare its
own tin and zinc concentrates
price forecast, and will confirm
that Compass Lexecon's tin
and zinc concentrates price
forecast cannot be relied upon
to calculate any compensation
in this case.
Finally, the aforementioned
objections raised by Claimant
based on the scope of the term
"Documents", the searches it
would have to perform and the
time and cost of producing the
Documents Requested should
all be dismissed in light of
Bolivia's narrowing of the
timeframe of this Request.
d. <u>The Documents Requested</u>
are not confidential
Claimant alleges that the
Documents Requested "were
prepared and provided to
Bolivia in the context of the
negotiations between Glencore
and Bolivia" and thus could not
be used in this arbitration.
As stated in the Reply to
Claimant's objections to
Request No. 2 above, this
objection should be dismissed

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		as it is premised on an incorrect
		interpretation of the scope of
		the Parties' confidentiality
		agreement (R-231) and is, in
		any case, contrary to good
		faith.
		It is evident that the Documents
		Requested – which involve
		contracts and invoices for the
		sale and purchase of tin and
		zinc concentrates – were
		prepared in the ordinary course
		of business and not for the
		purposes of the negotiations.
		e. The Documents Requested
		are not in Bolivia's possession,
		custody or control
		For the same reasons stated in
		Request No. 1 above, the
		Documents Requested are not
		in Bolivia's possession,
		custody or control.
		* * *
		Claimant offers to conduct a
		search for (<i>i</i>) contracts
		providing for the sale of tin
		and/or zinc concentrates
		produced in the Colquiri Mine
		signed within 12 months of the
		reversion date of the Mine
		Lease, and (<i>ii</i>) invoices
		corresponding to sales of tin
		and/or zinc concentrates made
		within 12 months of the

20.	Tin co ncentrate p rice	Compass Lexecon,	The Documents Requested are	Claimant objects to this	reversion date of the Mine Lease. In light of the unjustifiably narrow scope of Claimant's offer (<i>inter alia</i> , it limits the search of Documents to the 12 months before the reversion of the Mine Lease, which is not reasonable – concentrate prices projections have to be made for approx. 13 years according to Bolivia's expert and for 18 years according to Claimant's experts) (Quadrant Report, ¶ 29; Compass Lexecon Report, ¶ 52), Bolivia insists in its Request. Bolivia moves to compel the	Request granted.
	forecasts p repared and/or reviewed by Colquiri and/or Sinchi Wayra a nd/or the Glencore G roup within the 12 m onths prior to 20 June 2012, including bu t not limited to: a) any tin concentrate price forecasts used by a ny of t he abovementioned companies i n t he regular c ourse of business (e.g. f or	Section V.1.2; Quadrant Report, ¶¶ 59-65; Statement of Defence, ¶ 811.	relevant to (i) show Claimant's own contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations for future tin concentrate prices in the ordinary course of business, (ii) to enable Respondent's experts to assess the historical record and ascertain relevant operational metrics (such as concentrates prices) – "[t]he purpose of requiring historical data for the implementation of a DCF analysis is to provide a more reliable source of information for projecting future cash flows" (Quadrant, ¶ 47), and (iii) to enable	request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Request 20 seeks tin concentrate price forecasts prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group <u>regardless of</u> <u>the origin or grade of the</u> <u>relevant tin concentrates, or</u> <u>their connection to the Assets</u> <u>in dispute in this arbitration</u> . The Requested Documents	production of the DocumentsRequested .Claimant's objections to theRequest are misplaced for thefollowing reasons:a. The Documents Requestedare relevant to the case andmaterial for its outcomeIn limine, Bolivia notes itssurprise for Claimant'sallegation that the DocumentsRequested would not berelevant or material for thisdispute. It is beyond doubt thattin price forecasts (especiallythose prepared by Glencore inthe ordinary course of business)	quest Brunten

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budgeting purposes);	Respondent's experts to prepare	therefore include numerous	are relevant to understand
and	its own tin concentrate price	documents that are neither	Claimant's own
b) any high, low and	forecast (so far, in the absence	relevant nor material to the	contemporaneous expectations
base case future price	of the Documents Requested,	present dispute.	(<i>i.e.</i> , as of the date of reversion
scenarios.	Quadrant is relying on Compass	(b) <u>Bolivia's Request 20 as a</u>	of the Mine Lease) and, as a
	Lexecon's forecast – Quadrant	whole is excessively broad	result, to value the Mine Lease.
	Report, ¶ 65).	and fails to identify a "narrow	Claimant alleges that the
	The Documents Requested are	and specific category of	Documents Requested would
	material to the outcome of the	Documents that are reasonably	not be relevant or material for
	case, as they will demonstrate	believed to exist," as required	this case because they include
	that the tin concentrate price	by Article 3.3(a) of the IBA	tin concentrate price forecasts
	forecasts used by Claimant's	Rules.	"regardless of the <u>origin or</u>
	experts cannot be relied upon to		grade of the relevant tin
	calculate any compensation in	Request 20 is excessively	concentrates" (emphasis
	this case and, as a result,	broad in scope, seeking	added).
	Claimant's valuation is flawed.	documents relating to the price	
		forecasts for tin concentrates	As explained in Request No. 19
	Bolivia reasonably believes that	prepared and/or reviewed by	above, at no point in its
	the Documents Requested exist	Colquiri and/or Sinchi Wayra	calculation of tin concentrate
	and are in the possession,	and/or the Glencore Group	prices Claimant's own experts
	custody or control of Claimant.	over a period of 12 months	considered "the origin [] of
		regardless of the origin or	the relevant [tin]
		grade of the relevant tin	concentrates". Compass
		concentrates, or their	Lexecon relied on <i>world</i> tin
		connection to the Assets in	ingot prices.
		dispute in this arbitration.	Claimant's objection based on
		Moreover, given its broadness	Bolivia's non-specification of
		Request 20 includes	the "grade of the tin
		documents that were prepared	<i>concentrates</i> " considered in the
		1 1	forecasts is also baseless.
		and provided to Bolivia in the context of the negotiations	TOTECASIS IS AISO DASCIESS.
		9	Concentrates are valued based
		between Glencore and Bolivia	on the metal contained in them.
		concerning the global	The metal price is multiplied
		migration of the mining	by the percentage of metal
		contracts for Porco, Bolivar	within the concentrate to obtain
		and Colquiri to shared-risk	the latter's value. Thus,
		agreements. As explained	specifying the "grade of the tin
			1 0 0 0 0 0 0

	above, these are not relevant	<i>concentrates</i> " is not necessary.
	and material to the outcome of	For the avoidance of doubt,
	the dispute and Bolivia agreed	Bolivia's Request is for the <u>tin</u>
	not to, and thus cannot, rely	price forecasts prepared within
	on such confidential "without	the 12 months prior to 20 June
	prejudice" documents (R-	2012. This is consistent with
	231).	the fact that, in Request No. 19
	Responding to this request would therefore be excessively burdensome for Claimant as it would have to search through a vast number of documents to locate this	above, Bolivia already requested "Documents sufficient to establish the <u>quantity and metal</u> <u>concentration</u> " (emphasis added) of the concentrates
	information which would be scattered across the files of many individuals at Claimant	supplied pursuant to the contracts indicated in said Request.
	and its affiliates. The time and	b. <u>Bolivia's request is narrow</u>
	cost of producing them	and specific
	significantly outweigh their expected probatory value, especially in light of the fact that Bolivia has failed to establish the relevance and materiality of the requested	<i>First</i> , Claimant submits that this Request would be " <i>excessively broad in scope</i> " because it covers " <i>over a</i> <i>period of 12 months</i> []".
	documents.	Bolivia's Request does not
	(c) In any event, <u>the request</u> <u>seeks Documents that are, or</u> <u>would reasonably be, in</u> <u>Bolivia's possession, custody,</u> <u>or control</u> , contrary to the requirements of Article 3.3(c) of the IBA Rules.	cover a period of <i>more</i> than 12 months. Rather, as the first paragraph of the Request clearly indicates, it only covers " <i>the 12 months prior to 20</i> <i>June 2012</i> ". This period is clearly not overbroad (as confirmed by the fact that, in
	As explained in Claimant's reasoned objections to Request 1, above, this request	response to other Requests, Claimant itself has proposed carrying out searches of
	pertains to documents that	

		were kept in Colquiri's files and over which Bolivia would have access by reason of having expropriated the Mine. Claimant, on the other hand, lost control of the Mine on 30 May 2012. The documents requested by Bolivia are therefore plainly within its possession, custody and control.	documents for 12-month periods).Second, Claimant submits that responding to this Request would be excessively burdensome as it would have to search through the files of many individuals and affiliates to produce the Documents Requested.This is simply not believable. Glencore has global departments in charge of the tin and zinc metals (e.g., Mr Eskdale, one of Claimant's witnesses, is the Head of Glencore's Global Zinc Operations) which no doubt have easy access to the Documents Requested.Furthermore, the Documents Requested ("tin concentrate price forecasts") are used by Glencore in the ordinary course of business, so Glencore cannot seriously contend that it does not know who holds the Documents and where .Third, Claimant submits that "the time and cost of producing [the Documents Requested] significantly outweigh their expected probatory value".As stated in Request No. 2 above, this is not for Claimant but for the Tribunal to decide
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		(UNCITRAL Rules, Art. 27.4).
		In any case, Bolivia has
		demonstrated that the
		Documents Requested will
		enable its experts to prepare its
		own tin concentrates price
		forecast, and will confirm that
		Compass Lexecon's tin
		concentrates price forecast
		cannot be relied upon to
		calculate any compensation in
		this case.
		c. <u>The Documents Requested</u>
		are not confidential
		Claimant alleges that the
		Documents Requested "were
		prepared and provided to
		Bolivia in the context of the
		negotiations between Glencore
		and Bolivia" and thus could not
		be used in this arbitration.
		As stated in the reply to
		Claimant's objections to
		Request No. 2 above, this
		objection should be dismissed
		as it is premised on an incorrect
		interpretation of the scope of
		the Parties' confidentiality
		agreement (R-231) and is, in
		any case, contrary to good
		faith.
		It is evident that the Documents
		Requested (<i>i.e.</i> , tin concentrate
		price forecasts) were prepared
		in the ordinary course of
		in the oralitary course of

					business, and thus should be produced to Bolivia. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	
21.	Zinc concentrate price forecasts p repared and/or reviewed by Colquiri and/or Sinchi Wayra a nd/or the Glencore G roup within the 12 m onths prior to 20 June 2012, including bu t not limited to: a) a ny zi nc concentrate p rice forecasts u sed by any of t he abovementioned companies i n t he regular c ourse of business (e.g. f or budgeting purposes); and b) a ny high, l ow a nd base case future price scenarios.	Compass Lexecon Report, Section V.1.2; Quadrant Report, ¶¶ 59-65; Statement of Defence, ¶ 811.	The Documents Requested are relevant and material to the outcome of this dispute for the same reasons set out in Request No. 20.	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Request 21 seeks zinc concentrate price forecasts prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group <u>regardless of</u> <u>the origin or grade of the</u> <u>relevant zinc concentrates, or</u> <u>their connection to the Assets</u> <u>in dispute in this arbitration.</u> The Requested Documents therefore include numerous documents that are neither relevant nor material to the present dispute. (b) <u>Bolivia's Request 21 as a</u> <u>whole is excessively broad</u>	Bolivia moves to compel the production of the Documents Requested. Claimant's objections to the Request are misplaced for the following reasons: a. <u>The Documents Requested are relevant to the case and material for its outcome</u> <i>In limine</i> , Bolivia notes its surprise for Claimant's allegation that the Documents Requested would not be relevant or material for this dispute. It is beyond doubt that tin price forecasts (especially those prepared by Glencore in the ordinary course of business) are relevant to understand Claimant's own contemporaneous expectations (<i>i.e.</i> , as of the date of reversion of the Mine Lease) and, as a result, to value the Mine Lease.	Request granted.

and fails to identify a "narrow	Claimant alleges that the
and specific category of	Documents Requested would
Documents that are reasonably	not be relevant or material for
believed to exist," as required	this case because they include
by Article 3.3(a) of the IBA	zinc concentrate price forecasts
Rules.	"regardless of the <u>origin or</u>
Request 21 is excessively	grade of the relevant tin
broad in scope, seeking	concentrates" (emphasis
documents relating to the price	added).
forecasts for zinc concentrates	As explained in Request No. 19
prepared and/or reviewed by	above, at no point in its
Colquiri and/or Sinchi Wayra	calculation of zinc concentrate
and/or the Glencore Group	prices Claimant's own experts
over a period of 12 months	considered " <i>the origin</i> [] of
regardless of the origin or	the relevant [zinc]
grade of the relevant zinc	concentrates". They rather
concentrates, or their	relied on world zinc ingot
connection to the Assets in	prices.
dispute in this arbitration.	Claimant's objection based on
Moreover, given its broadness,	Bolivia's non-specification of
Request 21 includes	the "grade of the zinc
Documents that were prepared	<i>concentrates</i> " considered in the
and provided to Bolivia in the	forecasts is also baseless.
context of the negotiations	Concentrates are valued based
between Glencore and Bolivia	on the metal contained in them.
concerning the global	The metal price is multiplied
migration of the mining	by the percentage of metal
contracts for Porco, Bolivar	within the concentrate to obtain
and Colquiri to shared-risk	
agreements. As explained	the latter's value. Thus,
above, these are not relevant	specifying the "grade of the
and material to the outcome of	zinc concentrates" is not
the dispute and Bolivia agreed	necessary. For the avoidance
not to, and thus cannot, rely	of doubt, Bolivia's Request is
on such confidential "without	for the <u>zinc price forecasts</u>
	prepared within the 12 months
	prior to 20 June 2012. This is

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	prejudice" documents (R-	consistent with the fact that, in
	231).	Request No. 19 above, Bolivia
	Responding to this request	already requested "Documents
	would therefore be	sufficient to establish the
	excessively burdensome for	quantity and metal
	Claimant as it would have to	concentration" (emphasis
	search through a vast number	added) of the concentrates
	of documents to locate this	supplied pursuant to the
	information which would be	contracts indicated in said
	scattered across the files of	Request.
	many individuals at Claimant	b. Bolivia's request is narrow
	and its affiliates. The time and	and specific
	cost of producing them	
	significantly outweigh their	First, Claimant submits that
	expected probatory value,	this Request would be
	especially in light of the fact	"excessively broad in scope"
	that Bolivia has failed to	because it covers "over a
	establish the relevance and	period of 12 months []".
	materiality of the requested	Bolivia's Request does not
	documents.	cover a period of <i>more</i> than 12
		months. Rather, as the first
	(c) In any event, <u>the request</u>	paragraph of the Request
	seeks Documents that are, or	clearly indicates, it only covers
	would reasonably be, in	"the 12 months prior to 20
	Bolivia's possession, custody,	June 2012". This period is
	or control, contrary to the	clearly not overbroad (as
	requirements of Article 3.3(c)	confirmed by the fact that, in
	of the IBA Rules.	response to other Requests,
	As explained in Claimant's	Claimant itself has proposed
	reasoned objections to	carrying out searches of
	Request 1, above, this request	documents for 12-month
		periods).
	pertains to documents that	perious).
	were kept in Colquiri's files and over which Bolivia would	Second, Claimant submits that
		responding to this Request
	have access by reason of	would be excessively
	having expropriated the Mine.	burdensome as it would have to
	Claimant, on the other hand,	search through the files of
	1	

	lost control of the Mine on 30	many individuals and affiliates
	May 2012.	to produce the Documents
	-	Requested.
	The documents requested by	-
	Bolivia are therefore plainly	This is simply not believable.
	within its possession, custody	Glencore has a global
	and control.	department in charge of the
		zinc metals (e.g., Mr Eskdale,
		one of Claimant's witnesses, is
		the Head of Glencore's Global
		Zinc Operations) which no
		doubt have easy access to the
		Documents Requested.
		Furthermore, the Documents
		Requested ("zinc concentrate
		price forecasts") are used by
		Glencore in the ordinary course
		of business, so Glencore cannot
		seriously contend that it does
		not know who holds the
		Documents and where.
		Third, Claimant submits that
		<i>"the time and cost of producing"</i>
		[the Documents Requested]
		significantly outweigh their
		expected probatory value".
		As stated in Request No. 2
		above, this is not for Claimant
		but for the Tribunal to decide
		(UNCITRAL Rules, Art. 27.4).
		In any case, Bolivia has
		demonstrated that the
		Documents Requested will
		enable its experts to prepare its
		own zinc concentrates price
		forecast, and will confirm that
		Compass Lexecon's zinc
		Compass Levelon & The

concentrates price forecast	
cannot be relied upon to	
calculate any compensation in	
this case.	
c. The Documents Requested	
are not confidential	
Claimant alleges that the	
Documents Requested "were	
prepared and provided to	
Bolivia in the context of the	
negotiations between Glencore	
and Bolivia" and thus could not	
be used in this arbitration.	
As stated in the reply to	
Claimant's objections to	
Request No. 2 above, this	
objection should be dismissed	
as it is premised on an incorrect	
interpretation of the scope of	
the Parties' confidentiality	
agreement (R-231) and is, in	
agreement (K-251) and is, in any case, contrary to good	
faith.	
It is evident that the Documents	
Requested (<i>i.e.</i> , zinc	
concentrate price forecasts)	
were prepared in the ordinary	
course of business, and thus	
should be produced to Bolivia.	
d. The Documents Requested	
are not in Bolivia's possession,	
<u>custody or control</u>	
For the same reasons stated in	
Request No. 1 above, the	

					in Bolivia's possession, custody or control.	
22.	Tin a nd z inc i ngot price f orecasts prepared a nd/or reviewed by Co lquiri and/or Sinchi W ayra and/or the Glencore Group within th e 12 months prior to 20 June 20 12, including but not limited to: a) a ny t in a nd z inc ingot p rice forecasts used by a ny of t he abovementioned companies i n t he regular c ourse of business (e.g. f or budgeting purposes); and b) a ny high, low a nd base case future price scenarios.	Quadrant Report, ¶¶ 55 – 58, 116, 120; Statement of Defence, ¶¶ 811- 813; 865; Statement of Claim, ¶ 260; Compass Lexecon Report, ¶¶ 83-84.	The Documents Requested are relevant to (i) show Claimant's own contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations for future tin and zinc ingot prices in the ordinary course of business, and (ii) enable Quadrant to prepare its own independent tin and zinc ingot price forecast (so far, in the absence of the Documents Requested, Quadrant is relying on Compass Lexecon's forecast – Quadrant Report, ¶ 58, 120). The Documents Requested are material to the outcome of the case, as they will demonstrate that the tin and zinc ingots price forecasts used by Claimant's experts cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Request 22 seeks tin and zinc ingot price forecasts prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group <u>regardless</u> of the origin or grade of the relevant ingots, or their connection to the Assets in dispute in this arbitration. The Requested Documents therefore include numerous documents that are neither relevant nor material to the present dispute. (b) <u>Bolivia's Request 22 as a</u> <u>whole is excessively broad</u> and fails to identify a "narrow <u>and specific category of</u> <u>Documents that are reasonably</u> <u>believed to exist</u> ," as required by Article 3.3(a) of the IBA Rules. Request 22 is excessively broad in scope, seeking	Bolivia disagrees with the objections submitted by Claimant, namely, that (i) the Documents Requested would not be relevant or material, (ii) the Request would fail to identify a narrow and specific category of Documents and (iii) the Documents Requested would be in Bolivia's possession, custody or control. Without prejudice to the foregoing, to the extent that Requests No. 20 and 21 are granted, Bolivia withdraws the present Request. In case Request No. 20 is not granted, for the same reasons stated therein, Bolivia insists in the present Request in what pertains to the tin price forecasts. In case Request No. 21 is not granted, for the same reasons stated therein, Bolivia insists in the present Request in what pertains to the zinc price forecasts.	Since Requests 20 and 21 were granted, the Tribunal takes note that Respondent withdraws the present request.

Documents relating to the price forecasts for tin and zinc
ingots prepared and/or
reviewed by Colquiri and/or
Sinchi Wayra and/or the
Glencore Group over a period
of 12 months <u>regardless of the</u>
origin or grade of the relevant
ingots, or their connection to
the Assets in dispute in this
arbitration.
Moreover, given its broadness,
Request 22 includes
Documents that were prepared
and provided to Bolivia in the
context of the negotiations
between Glencore and Bolivia
concerning the global
migration of the mining
contracts for Porco, Bolivar
and Colquiri to shared-risk
agreements. As explained
above, these are not relevant
and material to the outcome of
the dispute and Bolivia agreed
not to, and thus cannot, rely
on such confidential "without
prejudice" documents (R -
231).
Responding to this request
would therefore be
excessively burdensome for
Claimant as it would have to
search through a vast number
of documents to locate this
information which would be

		scattered across the files of
		many individuals at Claimant
		and its affiliates. The time and
		cost of producing them
		significantly outweigh their
		expected probatory value,
		especially in light of the fact
		that Bolivia has failed to
		establish the relevance and
		materiality of the requested
		documents.
		(c) In any event, <u>the request</u>
		seeks Documents that are, or
		would reasonably be, in
		Bolivia's possession, custody,
		or control, contrary to the
		requirements of Article 3.3(c)
		of the IBA Rules.
		As explained in Claimant's
		reasoned objections to
		Request 1, above, this request
		pertains to documents that
		were kept in Colquiri's files
		and over which Bolivia would
		have access by reason of
		having expropriated the Mine.
		Claimant, on the other hand,
		lost control of the Mine on 30
		May 2012.
		The documents requested by
		Bolivia are therefore plainly
		within its possession, custody
		and control.
E I	ROSARIO VEIN	

23.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group that show: a) the costs, revenues, profitability and/or margins derived from the Rosario Vein's mining and refining activities for any period of time between 2004 and 2012; b) the costs, revenues, profitability and/or margins projected to result from the Rosario Vein's mining and refining activities after the date of reversion of the Mine Lease; and c) contracts whereby Colquiri purchased tin and/or zinc from the Cooperativas.	Quadrant Report, ¶¶ 93-94; C-35 (" <i>Acta</i> <i>de Acuerdos</i> "); Statement of Defence, ¶¶ 783- 785.	On June 7 th , 2012, Colquiri, the Cooperativas and the State signed the Rosario Agreement, whereby Colquiri assigned the mining rights to the Rosario Vein, a portion of the Mine, to the Cooperativas. Colquiri retained the right to refine and sell the concentrate derived from the ore (C-35; Quadrant Report, ¶¶ 93-94). In light of the above, in its valuation, Quadrant <i>"eliminate[d] the profit Colquiri S.A. would have derived from mining ore in the Rosario Vein [as this was assigned to the Cooperativas], while maintaining profits associated with the value added from the refining activity" (Quadrant Report, ¶ 94). However, given the limited information available, Quadrant estimated the portion of revenues associated with the mining activity (assigned to the Cooperativas) and the refining activity (kept by Colquiri) based on the portion of costs represented by mining costs and refining costs, respectively (Quadrant Report, ¶ 94). The Documents Requested are relevant to enable Quadrant to assess the full historical record</i>	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The Requested Documents are irrelevant and immaterial to the outcome of this arbitration because the date of valuation to quantify the Claimant's damages pre-dates the Rosario Agreement, given that Claimant permanently lost control over its investments in the Mine on 30 May 2012, and Bolivia's plan to nationalize the Mine was publically known by 5 June 2012. Claimant notes that the Rosario Agreement was concluded on 8 June 2012 (not on 7 June 2012) (C-36; Hearing TR, Day 3, Testimony of Minister Romero, 631:1-21, 648:14-23, 655:19-22, 658:8-11, 659:6- 13). (b) Bolivia's Request 23 as a whole is excessively broad and fails to identify a "narrow and specific category of	Bolivia moves to compel the production of the DocumentsRequested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Mine) and June 2012.Claimant's objections are, in any event, misplaced for the following reasons:a. The Documents Requested are relevant to the case and material to its outcomeClaimant's objection to the relevance and materiality of the Documents Requested is premised on Claimant's case being correct (<i>i.e.</i> , on Claimant cannot rely on its own case to object to Bolivia's Requests. The Tribunal would have to prejudge this case in order to entertain Claimant's objection, something this Tribunal cannot (and should not) do.As explained by Bolivia in its submissions, Claimant only lost control of the Mine on 20	Request granted but limited to the period between October 2004 until June 2012.
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and confirm the reasonability of	Documents that are reasonably	June 2012, when the Mine
its estimate of the profits that	believed to exist," as required	Lease reverted to the State.
-		
Colquiri would have derived	by Article 3.3(a) of the IBA	This has been confirmed by
from mining ore and refining	Rules.	Claimant's own declarations
concentrates in the Rosario vein. As explained by Quadrant, " <i>[t]he purpose of requiring</i>	Request 23 is excessively broad in scope, seeking Documents " <i>prepared and/or</i>	and by the ongoing production of minerals (Statement of Defence, ¶¶ 705-707). Thus,
historical data for the implementation of a DCF analysis is to provide a more	reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group" (which	pursuant to Art. V of the Treaty, the valuation date of the Mine Lease is 19 June 2012
reliable source of information for projecting future cash flows" (¶ 47). The Documents	again comprises over 200 entities), without specifying	(i.e., after the signature of the Rosario Agreement).
Requested will also confirm that Respondent's experts estimates are consistent with Claimant's	any time frames or custodians. This is all the more excessive that Bolivia has defined the	The date of the Rosario Agreement is 7 June 2012 and not the day after, as Claimant
own contemporaneous (<i>i.e.</i> , as of the time of the reversion)	term "Documents" to encompass "all forms of written communications and	contends. 7 June 2012 is the date expressly stated in C-35 and, also, the date Claimant
expectations.	Correspondence, including,"	attributed to this Agreement in
The Documents Requested are	to provide only a few	its index of exhibits (Statement
material to the outcome of the	examples, " <i>emails</i> , <i>notes</i> , .	of Claim, ¶ 105 and footnote
case, as they will demonstrate	contracts, agreements,	195).
that (i) Respondent's experts' revenue estimates for the Mine Lease are correct, and (ii) the	drawings, graphs, charts, photographs, phono records, and data compilations."	b. <u>Bolivia's request is narrow</u> and specific
revenues estimated by Claimant's experts (who have ignored the Rosario Agreement for the purposes of their analyses) cannot be relied upon to calculate any compensation in this case and, as a result,	Responding to this request would therefore be excessively burdensome for Claimant as it would have to search through a vast number of documents to locate this	First, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not require
Claimant's valuation is flawed. Bolivia reasonably believes that	information which would be scattered across the files of many individuals at Claimant	identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is
the Documents Requested exist	and its affiliates. The time and cost of producing them	compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains

and are in the possession,	significantly outweigh their	"a description of each
custody or control of Claimant.	expected probatory value,	requested document sufficient
	especially in light of the fact	to identify it"). Indeed, Bolivia
	that Bolivia has failed to	has clearly stated that it seeks
	establish the relevance and	Documents showing the " <i>costs</i> ,
	materiality of the requested	revenues, profitability and/or
	documents.	margins" derived from (or
	documents.	projected to derive from) the
	(c) In any event, the request	
	seeks Documents that are, or	Rosario Vein's mining and
	would reasonably be, in	refining activities.
	Bolivia's possession, custody,	In any case, as stated at the
	or control, contrary to the	beginning of this Request,
	requirements of Article 3.3(c)	Bolivia has set as the
	of the IBA Rules.	timeframe of this Request the
	As explained in Claimant's	period October 2004 – June
	reasoned objections to	2012.
	Request 1, above, this request	Second, Claimant argues that
	pertains to documents that	the Request would be too
	were kept in Colquiri's files	broad, as shown by (i)
	and over which Bolivia would	Bolivia's use of an ample
	have access by reason of	definition of the term
	having expropriated the Mine.	"Documents", and (ii) the
	Similar documents introduced	request for Documents
	into the record by Bolivia	prepared and/or reviewed by
	confirm as much (R-198 ,	"the Glencore Group".
	R-199, R-200, R-201, R-202,	-
	R-199, R-200, R-201, R-202, R-203, R-204, R-205; see	For the same reasons stated in
	<i>also</i> Moreira I, ¶ 26).	Requests No. 1 and 3 above,
	Claimant, on the other hand,	these objections are misplaced
	lost control of the Mine on 30	and unwarranted.
	May 2012.	Third, Claimant submits that
	Wiay 2012.	collecting and producing the
	The documents requested by	Documents Requested would
	Bolivia are therefore plainly	be unduly burdensome.
	within its possession, custody	oc undury burdensonie.
	and control.	This objection is simply not
		believable. Given that Claimant

	assigned the rights to the
	Rosario vein to the
	<i>cooperativas</i> , the Documents
	Requested should be readily
	available. Furthermore, given
	that Rosario is the most
	lucrative vein in the Mine,
	Claimant must have prepared
	Documents pertaining to its
	profitability and/or margins
	(such as the Documents
	Requested) in the ordinary
	course of business. Claimant
	cannot thus seriously contend it
	does not know who holds the
	Documents and where.
	Fourth, Claimant submits that
	<i>"the time and cost of producing</i>
	[the Documents Requested]
	significantly outweigh their
	expected probatory value".
	This is clearly false, as the
	Documents Requested will
	provide Bolivia's experts with
	detailed information to assess
	and confirm their estimate of
	the profits that Colquiri would
	have derived from mining ore
	and refining concentrates in the
	Rosario vein.
	In any account stated in
	In any case, as stated in
	Request No. 2 above, it is not
	for Claimant but for the
	Tribunal to decide the
	probative value of the

F.	COLQUIRI OLD TAILINGS REPROCES	SING PROJECT		Documents Requested (UNCITRAL Rules, Art. 27.4). c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	
24.	The Documents supporting the data and statements in RPA 14 , which is an undated internal presentation of the Old Tailings Reprocessing Project, including but not limited to Documents that refer to: a. the "process and instrumentati on diagram design" for the Old Tailings Reprocessing Project (RPA-14 , slide 8);	RPA has submitted with its expert report exhibit RPA-14 , which is an undated internal presentation of the Old Tailings Reprocessing Project containing a summary of, among others, the "activities [allegedly] in progress" to develop this project (RPA-14 , slide 8). These include: (i) the "process and instrumentation diagram design"; (ii) "detailed engineering"; and (iii) "site geotechnical studies". The relevance and materiality of the Documents Requested should not be in dispute given that, as indicated above, Claimant's experts have relied on RPA-14 to prepare their Reports. In any case, the Documents Requested are relevant to	Claimant <u>objects</u> to this request for the following two reasons: (a) <u>Bolivia's Request 24 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> <u>believed to exist</u> ," as required by Article 3.3(a) of the IBA Rules. Request 24 seeks Documents that are already on the record. For instance, with respect to Request 24(d), RPA's Report (¶¶ 37, 40, 153-156) confirms that Exhibit RPA-14 is based on Exhibits RPA-13 and RPA-15 . Request 24 is unacceptably broad, as it fails to identify any particular custodians or	Bolivia moves to compel the production of the DocumentsRequested.Bolivia notes that Claimant has not objected to the relevance and materiality of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. Bolivia's request is narrow and specificFirst, Claimant alleges that the Documents Requested would already be on the record of the. This is inaccurate.The exhibits cited by Claimant contain 2 types of documents: a) a feasibility study; and b) a capital cost estimate.	Request granted.

b.	the "site	demonstrate that Respondent's	provide any time frame, as the	While Bolivia acknowledges
	geotechnical	experts' assessment of the Old	IBA Rules require. Moreover,	that exhibit RPA-15 contains
	<i>studies</i> " for	Tailings Reprocessing Project	the definition of "Documents"	information responsive to
	the Old	and their conclusion that it is	provided by Bolivia is	Request 24 d. (as it shows the
	Tailings	not economically viable are	extremely broad and covers	breakdown of the capital
	Reprocessing	reasonable and consistent with	"all forms of written	estimated for the construction
	Project	historical data.	communications and	of the new concentrator plant),
	(RPA-14,		Correspondence, including,"	Claimant has not confirmed
	slide 8);	The Documents Requested are material to the outcome of this	to provide only a few	that these are all the documents
	the "detailed	case, as they will demonstrate	examples, "emails, notes, .	underlying such capital
c.			contracts, agreements,	estimates nor has submitted
	engineering"	that (i) Respondent's experts'	drawings, graphs, charts,	Documents responsive to
	for the Old	assessment of the Old Tailings	photographs, phono records,	paragraphs a., b. and c. of this
	Tailings Perrocessing	Reprocessing Project is correct,	and data compilations."	Request.
	Reprocessing Droject	and (ii) the revenues estimated by Claimant's experts for the	Moreover, given its breadness	Second, Claimant criticizes
	Project (RPA-14 ,	Mine Lease (which include	Moreover, given its broadness Request 24 includes	Bolivia for failing to identify
		revenues from the Old Tailings	Documents that were prepared	the custodians or providing a
	slide 8); and	e	1 1	1 0
d.	the	Reprocessing Project) cannot be	and provided to Bolivia in the	time frame for the Documents
	documents	relied upon to calculate any	context of the negotiations between Glencore and Bolivia	Requested. As stated in
	underlying	compensation in this case and,		Request No. 1 above, the IBA
	the capital	as a result, that Claimant's	concerning the global	Rules do not require
	estimates for	valuation is flawed.	migration of the mining	identifying specific custodians
	the	As an independent basis for this	contracts for Porco, Bolivar	nor a particular time frame and,
	construction	request, RPA presumably had	and Colquiri to shared-risk	in any case, Bolivia's request is
	of the new	access to the Documents	agreements As explained	compliant with Art. 3(3)(a)(i)
	concentrator	Requested to assess the	above, these are not relevant	of the IBA Rules (as it contains
	plant (RPA-	reasonability of the parameters	and material to the outcome of	"a description of each
	14, slide 6).	contained in RPA-14 and, more	the dispute and Bolivia agreed	requested document sufficient
		generally, to assess the viability	not to, and thus cannot, rely	to identify it"). Indeed, Bolivia
		of this project. Thus, consistent	on such confidential "without	has clearly specified that it is
		with ¶ 8.2 of Procedural Order	prejudice" documents (R -	looking for the Documents
		No. 1, Respondent's experts	231).	supporting the data and
		have the right to review the	Responding to this request	statements in RPA 14 (which is
		documents relied upon by	would therefore be	an undated internal
		Claimant's experts when	excessively burdensome for	presentation of the Old Tailings
			Claimant as it would have to	Reprocessing Project).

performing their analyses (such as the Documents Requested). RPA-14 , Bolivia reasonably believes that the Documents	search through a vast number of documents to locate this information which would be scattered across the files of many individuals at Claimant	<i>Third</i> , Claimant argues that the Request would be too broad, as shown by Bolivia's use of an ample definition of the term <i>"Documents"</i> .
Requested exist and are in the possession, custody or control of Claimant.	and its affiliates. The time and cost of producing them significantly outweigh their expected probatory value.	For the same reasons stated in Request No. 3 above, this objection is not only unwarranted but also
	As explained in Claimant's reasoned objections to Request 2, above, Bolivia grossly mischaracterizes	inconsistent with Claimant's own requests (which use a broader concept of <i>"Documents"</i>).
	paragraph 8.2 of Procedural Order No 1. This provision does not give Bolivia the right to request documents on which Claimant's experts do not rely. In fact, paragraph 8.2	Fourth, Claimant submits that "the time and cost of producing [the Documents Requested] significantly outweigh their expected probatory value".
	does not address the Parties' right to request documents in this arbitration at all.(b) In any event, <u>the request</u>	As stated in Request No. 2 above, this is not for Claimant but for the Tribunal to decide (UNCITRAL Rules, Art. 27.4). In any case, as explained by
	seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c)	Bolivia, the Documents Requested are relevant to confirm that the Old Tailings Reprocessing Project is not economically viable.
	of the IBA Rules. As explained in Claimant's reasoned objections to Request 1, above, this request pertains to documents that	<i>Fifth</i> , Claimant submits that responding to this Request would be excessively burdensome, "as it would have to search through a vast
	were kept in Colquiri's files and over which Bolivia would have access by reason of	number of documents to locate this information which would be scattered across the files of

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	having expropriated the Mine.	many individuals at Claimant
	Claimant, on the other hand,	and its affiliates".
	lost control of the Mine on 30	This is simply not believable.
	May 2012.	If, as Claimant contends, the
	In addition, Respondent	Old Tailings Reprocessing
	introduced into the record	Project was being evaluated at
	exhibits that confirm it had	the time of the reversion of the
	access to the Requested	Mine Lease (Statement of
	Documents (see, eg, R-42).	Claim, ¶ 271; RPA Report,
		¶ 41), the Documents
	The documents requested by	Requested should be easily
	Bolivia are therefore plainly	accessible. This is confirmed
	within its possession, custody	by the fact that RPA-14 is an
	and control.	exhibit submitted by RPA,
		Claimant's mining expert, who
		presumably had access to the
		Documents Requested to assess
		the reasonability of the
		parameters contained in RPA-
		14 . In any case, given that the
		Documents Requested relate
		only to RPA-14 (a Power Point
		presentation), Claimant can
		easily identify the responsive
		Documents by reaching out to
		the individuals and departments
		who prepared such
		presentation.
		b. The Documents Requested
		are not confidential
		Claimant alleges that the
		Documents Requested would
		have been "prepared and
		provided to Bolivia in the
		context of the negotiations
		between Glencore and Bolivia"

and thus could not be used in
this arbitration.
This objection is inconsistent
with Claimant's experts' own
acts. Bolivia is requesting the
production of documents
supporting RPA-14 , which is a
presentation submitted by
Claimant's mining expert
(RPA) into the record of this
arbitration. If RPA-14 is not
confidential, the documents
supporting it cannot be
confidential either.
In any case, as stated in the
reply to Claimant's objections
to Request No. 5 above,
Claimant's objection should be
dismissed as it is premised on
an incorrect interpretation of
the scope of the Parties'
confidentiality agreement (R -
231) and is, in any case,
contrary to good faith.
c. <u>Bolivia's alternative basis for</u>
this Request
Claimant alleges that Bolivia
"grossly mischaracterizes
paragraph 8.2 of Procedural
Order No. 1."
For the same reasons stated in
Request No. 2 above,
Claimant's reading of this
provision deprives it of any
sense and Bolivia's experts

25.	The Documents and Communications prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2012 that	Statement of Defence, ¶¶ 624, 637, 653, 825-839; Moreira I, ¶ 58; Quadrant Report, ¶¶ 45-46, Section III.C: 5.b and 6; SRK Report, ¶ 19,	As explained by Bolivia, the Old Tailings Reprocessing Project was never implemented because of the uncertainty of its geological and economic viability (Statement of Defence, ¶ 829). Commenting on the latter, Mr Rigby, Bolivia's	Claimant objects to this request, for the following two reasons: (a) <u>Bolivia's Request 25 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of Documents that are reasonably	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents and communications prepared	Request granted as narrowed down by Respondent.
					have the due process right to review the Documents Requested. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> Claimant argues that Bolivia would have access to the Documents Requested because it introduced into the record exhibit R-42 , which is a 3-page report prepared by COMIBOL that merely describes the project and studies carried out by Comsur in 2003. The report simply enunciates the general characteristics of the project as it had been envisioned in 2003 and thus in period prior to the relevant time frame for this Request (<i>i.e</i> , R-42 is not a responsive Document). For the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control.	

refer to the assessment and/or feasibility of the Old	Section 8.2; Compass Lexecon Report, ¶¶ 56-57.	mining expert, has stated that "I have serious reservations as to whether the Tailings	believed to exist," as required by Article 3.3(a) of the IBA Rules.	and/or reviewed between October 2004 (when Glencore acquired control of the Mine)	
	· ·	• •	by Article 3.3(a) of the IBA	October 2004 (when Glencore acquired control of the Mine) and June 2012. Bolivia notes that Claimant does not dispute the relevance and materiality of the Documents Requested. Claimant's objections to the Request are misplaced for the following reasons: a. <u>Bolivia's request is narrow</u> and specific <i>First</i> , Claimant alleges that the Documents Requested would already be in the record. This is inaccurate. <u>One</u> , many exhibits cited by Claimant are duplicates: (i) C- 91, RPA-14 and CLEX-14 are identical (a presentation on the Old Tailings Project); (ii) RPA-50 and C-161 are identical (a 2004 study on the Old Tailings Project) and (iii) RPA-49 and CLEX-13 are identical (a 2004 business plan for the Old Tailings Project). Claimant disingenuously cites	
viability.		as a result, that Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist	drawings, graphs, charts, photographs, phono records, and data compilations." Moreover, given its broadness, Request 25 includes	duplicate exhibits in its objections to create the false impression that there are many documents on the record with	

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		are in the possession,	Documents that were prepared	information on the Old Tailings	
	custo	ody or control of Claimant.	and provided to Bolivia in the	Project.	
			context of the negotiations	Two, while Claimant has the	
			between Glencore and Bolivia	burden to prove that the	
			concerning the global	Documents Requested would	
			migration of the mining	contain information that is	
			contracts for Porco, Bolivar	duplicative of information	
			and Colquiri to shared-risk	already in the record, Claimant	
			agreements. As explained	has not satisfied this burden.	
			above, these are not relevant	Claimant's "demonstration" is	
			and material to the outcome of	limited to making reference to	
			the dispute and Bolivia agreed	several exhibits, without even	
			not to, and thus cannot, rely		
			on such confidential "without	specifying (with one sole	
			prejudice" documents (R-	exception) the pages allegedly	
			231).	containing the duplicative	
			<i>,</i>	information. This is enough to	
			(b) In any event, <u>the request</u>	dismiss Claimant's objection.	
			seeks Documents that are, or	In any event, Bolivia has	
			would reasonably be, in	reviewed the exhibits referred	
			Bolivia's possession, custody,	to by Claimant and confirms	
			or control, contrary to the	they do not contain the	
			requirements of Article 3.3(c)	information requested.	
			of the IBA Rules.	-	
			As explained in Claimant's	As a matter of fact, none of the	
			reasoned objections to	exhibits cited by Claimant is	
			Request 1, above, this request	responsive to Bolivia's request.	
			pertains to documents that	RPA-13 is a study on the	
			were kept in Colquiri's files	feasibility of the Old Tailings	
			and over which Bolivia would	Project. This study is dated	
			have access by reason of	2003 and thus it not responsive.	
			having expropriated the Mine.	-	
			Claimant, on the other hand,	RPA-49 is a study on the	
			lost control of the Mine on 30	feasibility of the Old Tailings	
				Project. This study is dated	
			May 2012.	March 2004 and thus it not	
			In addition, Respondent	responsive.	
			introduced into the record		
<u> </u>	I				

access to the Requested Documents (see, eg, R-42). either cod descripting (RPA-12) The documents requested by Bolivia are therefore plainly within its possession, custod and control. *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search of presentations and assessments concerning the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared-risk agreements. Second, Bolivia fit agreements.	adies on the record ntain summarized ons of the project 2, RPA-14 and R-42) o another document casibility analysis (C -), but do not contain mation requested. aining exhibits cited by t are also not ve to Bolivia's request encore's IPO us). Claimant criticizes for failing to identify dians of the nts Requested. As Request No. 1 above, Rules do not require ng specific custodians ny case, Bolivia's s compliant with Art. of the IBA Rules (as ns "a description of uested document t to identify it"). Bolivia has clearly t that it is looking for uments and nications that refer to sment and/or y of the Old Tailings ssing Project. laimant argues that the would be too broad, as y (i) Bolivia's use of
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	an ample definition of the term
	"Documents", and (ii) the
	request for Documents
	prepared and/or reviewed by
	"the Glencore Group".
	For the same reasons stated in
	Requests No. 1 and 3 above,
	these objections are misplaced
	and unwarranted.
	Fourth, Claimant criticizes the
	Request for spanning over a
	period of 9 years.
	<i>In limine</i> , based on the
	timeframe set at the beginning
	of this reply, the time period
	covered by this Request is 7 ¹ / ₂
	years.
	Claimant's criticism is
	unwarranted. The timeframe of
	this Request has been fixed
	based on the period of
	Glencore's tenure over the
	Mine (October 2004 – June
	2012), and its purpose is to
	allow Bolivia's experts to
	access the full historical record
	to properly perform its
	analysis. The request for
	Documents dating back to
	October 2004 is necessary and
	reasonable because there's
	evidence that studies were
	performed shortly before this
	performed shortdy before this
	date in relation to the Old

	(see, notably, RPA-13 and RPA-49).
	b. <u>The Documents Requested</u> are not confidential
	Claimant alleges that the Documents Requested would have been "prepared and provided to Bolivia in the context of the negotiations between Glencore and Bolivia" and thus could not be used in this arbitration.
	As stated in the reply to Claimant's objections to Request No. 5 above, Claimant's objection should be dismissed as it is premised on an incorrect interpretation of the scope of the Parties' confidentiality agreement (R - 231) and is, in any case, contrary to good faith.
	Claimant contends in the arbitration that it was planning to develop the Old Tailings Reprocessing Project as part of its ordinary course of business (Statement of Claim, ¶¶ 52, 58, 271). Therefore, under Claimant's own case, the Documents Requested cannot be within the scope of the confidentiality agreement (which only covers documents

	prepared for the purposes of the negotiations). In any case, Bolivia notes that the Documents Requested cover a period of time (October 2004 – June 2012) broader than that of the negotiations (October 2008 – June 2012 (R - 231)).
	c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u>
	Claimant argues that Bolivia would have access to the Documents Requested because it introduced into the record exhibit R-42 .
	As stated in the reply to Claimant's objections to Request No. 24 above, R-42 is a 3-page report prepared by COMIBOL that merely describes the Old Tailings Reprocessing Project and studies carried out by Comsur in 2003.
	In any case, for the same reasons stated in Request No. 1 above, the Documents Requested are not in Bolivia's possession, custody or control. * * * Claimant offers to conduct a <i>"reasonable search of</i>

					presentations and assessments concerning the Tailings Plant prepared by Colquiri and/or Sinchi Wayra under Claimant's control, not in the context of the negotiations between Glencore and Bolivia concerning the global migration of the mining contracts for Porco, Bolivar and Colquiri to shared-risk agreements". In light of the unjustifiably narrow scope of Claimant's offer (inter alia, it is limited to presentations and assessments prepared by Colquiri and/or Sinchi Wayra), Bolivia insists in its Request.	
G.	IMPAIRMENT TEST	,				
26.	The Documents prepared and/or reviewed by Colquiri and/or Sinchi Wayra and/or the Glencore Group that support the US \$ 110 million impairment charges reflected in Glencore International's 2012 Annual Report (EO- 05 , page 128), including but not limited to Documents that show:	Quadrant Report, fn. 15; EO-5 , Glencore Annual Report 2012, p. 128; CLEX-008 , Colquiri Financial Statements 2012, pp. 4, 6, 12, of PDF.	In 2012, Glencore International impaired US \$ 110 million in assets related to its Mining and Metals segment due to "the change in legal status of certain of [its] operations, particularly in Bolivia" (EO-05, page 128). From the information available in Glencore's Annual Report, "it is unclear [] whether the US\$ 110 million impairment is entirely in relation to the nationalization of the Colquiri mine" (Quadrant Report, fn. 15).	Claimant objects to this request for the following two reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Bolivia quotes page 128 of Glencore International's 2012 Annual Report (EO-05) out of context to make substantive submissions that have no	Bolivia moves to compel the production of the Documents Requested.Claimant's objections are, in any event, misplaced for the following reasons:(a) The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant alleges that "the impairment made in relation to Glencore's Bolivian operations relates only to "[p]roperty, plant and	Request granted.

	 reviewed by Colquiri and/or Sinchi Waya and/or the Glencore Group" (which again comprises over 200 entities), without specifying any relevant time frame or custodians. This is all the more excessive that Bolivia has defined the term "Documents" to encompass "all forms of written communications and Correspondence, including, to provide only a few examples, "emails,, notes, contracts, agreements, drawings, grapes, charts, photographs, charts, photographs, charts, photographs, charts, photographs, charts, photographs, charts, photographs, phono records, and data compilations." Moreover, as is clear from page 128 of Glencore International's 2012 Annual Report (EO-05), the relevant USS 110 million impairment charges relate to assets that have no connection to the present dispute, in addition to Claimant's investments in the Mine. Bolivia's request is therefore excessively broad. The time and cost of producing the Requested Documents significantly outweigh their expected probatory value, especially in light of the fact that Bolivia
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		has failed to establish the	One, book value and fair
		relevance and materiality of	market value (FMV) may be
		the requested documents.	similar or differ depending on
			the asset and the circumstances
			(EO-5, p. 120). This is
			something for Bolivia's experts
			to analyse and thus cannot be
			the basis for an objection.
			Two, Glencore's 2012 annual
			report (EO-5) explains how
			impairment tests are
			performed:
			"A formal impairment test
			involves determining whether
			the carrying amounts [i.e.,
			book value] are in excess of
			their recoverable amounts. <u>An</u>
			asset's recoverable amount is
			determined as the higher of its
			fair value less costs to sell and
			its value in use. Such review
			are undertaken on an asset-by-
			asset basis, except where assets
			do not generate cash flows
			independent of other assets, in
			which case the review is
			undertaken at the cash
			generating unit level. <u>If the</u>
			carrying amount of an asset
			exceeds its recoverable
			amount, an impairment loss is
			recorded in the income
			statement to reflect the asset at
			the lower amount" (emphasis
			added) (EO-5, p. 120).

		As the paragraph cited above
		shows, to determine whether an
		impairment loss must be
		recorded or not, the fair value
		of the relevant asset must be
		calculated (to compare it,
		thereafter, with the carrying
		amount of the same asset as
		recorded in the company's
		financial statements). This
		calculation, which is part of the
		Documents Requested by
		Bolivia ("the calculation
		underlying the US \$ 110
		million impairment charges"),
		is clearly relevant to Bolivia's
		case and material to the
		outcome of this dispute.
		b. <u>Bolivia's request is narrow</u>
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		and specific
		and specific First, Claimant criticizes
		and specific
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing a
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the Documents
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated in
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBA
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated in
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		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodians
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,in any case, Bolivia's request is
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,in any case, Bolivia's request iscompliant with Art. 3(3)(a)(i)
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,in any case, Bolivia's request iscompliant with Art. 3(3)(a)(i)of the IBA Rules (as it contains
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,in any case, Bolivia's request iscompliant with Art. 3(3)(a)(i)of the IBA Rules (as it contains"a description of each
		and specificFirst, Claimant criticizesBolivia for failing to identifythe custodians or providing atime frame for the DocumentsRequested. As stated inRequest No. 1 above, the IBARules do not requireidentifying specific custodiansnor a particular time frame and,in any case, Bolivia's request iscompliant with Art. 3(3)(a)(i)of the IBA Rules (as it contains"a description of eachrequested document sufficient

	looking for the Documents that support the US \$ 110 million
	impairment charges reflected in Glencore International's 2012
	Annual Report (EO-05 , p.
	128).
	Second, Claimant argues that
	the Request would be too
	broad, as shown by (i) Bolivia's use of an ample
	definition of the term
	"Documents", and (ii) the
	request for Documents
	prepared and/or reviewed by
	"the Glencore Group".
	For the same reasons stated in
	Requests No. 1 and 3 above,
	Claimant's objections are
	misplaced and unwarranted.
	<i>Third</i> , Claimant states that the
	Documents Requested "relate to assets that have no
	connection to the present
	dispute".
	For the reasons stated above, it
	is more than reasonable to
	believe that the impairment
	recorded by Glencore related to
	the Mine Lease.
	Even if such impairment would
	involve other Bolivian assets
	not at issue in this dispute, this would not be ground to object
	or to refuse to produce the
	Documents Requested. Indeed,

					there are several mechanisms – which Claimant no doubt knows very well – to produce the Documents Requested in these circumstances. <i>Fourth</i> , Claimant submits that "the time and cost of producing [the Documents Requested] significantly outweigh their expected probatory value". As stated in Request No. 2 above, this is not for Claimant but for the Tribunal to decide (UNCITRAL Rules, Art. 27.4). In any case, the Documents Requested will confirm that the value attributed by Glencore International, in 2012, to the Mine Lease is consistent with Respondent's experts' assessment of the Mine Lease.	
Н.	VINTO TIN SMELTE	CR				
27.	The complete set of the monthly and yearly reports of Vinto's operations and/or financials prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2007, including but not limited to the	CLEX-011 – 1; CLEX-011 – 2; CLEX-011 – 3; RPA-19; RPA-20; RPA-21; Compass Lexecon Report, ¶85; RPA Report, ¶ 172; Statement of Claim, ¶ 261; Statement of Defence, ¶ 876;	Claimant's experts have relied on excerpts of the Documents Requested to perform their valuation of the Tin Smelter. Claimant's experts presumably had access to the complete set and/or full versions of these documents – as well as other similar documents prepared since October 2004, when Glencore acquired control of the Tin Smelter (CLEX-011 – 1 through CLEX-011 – 3; RPA-	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are immaterial to the outcome</u> <u>of this case</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The Requested Documents are duplicative. The relevant historical performance data for	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to the complete monthly and yearly reports prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin	Request granted as narrowed down by Respondent.

complete versions of	Quadrant Report, ¶	19 through RPA-21), inter alia,	Vinto is already on the record	Smelter) and 9 February
the following	111.	to corroborate the accuracy of	as Exhibits RPA-19 , RPA-20 ,	2007.
documents:		the operating costs figures	RPA-21, CLEX-011-1,	
		included in Figure 7 (¶ 85) and	CLEX-011-2, CLEX-011-3.	Bolivia notes that Claimant
a. Report,		Table 11 (p. 52) of the Compass		does not dispute the relevance
Vinto S.A. –		Lexecon and RPA Reports,	Between 2004 and 2007 Vinto	of the Documents Requested.
December		respectively. Thus, consistent	did not prepare yearly or	a. The Documents Requested
2005		with ¶ 8.2 of Procedural Order	monthly reports similar to	are material to the outcome of
(CLEX-011		No. 1, Respondent's experts	those submitted as	the case
– 1 and		have the right to review the	CLEX-011-1 through	
CLEX-011 -		documents relied upon by	CLEX-011-3 and RPA-19	<i>In limine</i> , Bolivia wishes to
2; RPA-19		Claimant's experts when	through RPA-21 . Those	clarify that this Request is not
and RPA-		performing their analyses.	reports were prepared by	limited to reports <u>prepared by</u>
20); and			Sinchi Wayra (formerly	Vinto S.A. (the Request, in
b. Report,		As an independent basis for this	Comsur). Accordingly,	fact, mentions " <i>prepared</i>
Vinto S.A. –		request, the relevance and	Exhibits CLEX-011-1	and/or reviewed by") but,
December		materiality of the Documents	through CLEX-011-3 and	rather, that it includes monthly
2006		Requested should not be in	RPA-19 through RPA-21 are	and yearly reports (pertaining
(CLEX-011		dispute given that, as indicated	the sections pertaining to	to Vinto's operations and/or
-3 and		above, Claimant's experts have	Vinto of Sinchi Wayra's	financials) irrespective of
RPA-21).		relied on these Documents and	monthly reports.	which entity within the
		attached some to their Reports	The December monthly	Glencore Group prepared them.
		(CLEX-011 – 1 through	reports prepared by Sinchi	Claimant alleges that the
		CLEX-011 – 3; RPA-19 through PPA 21)	Wayra or Comsur for each	December monthly reports
		through RPA-21).	year summarize the relevant	prepared by Sinchi Wayra or
		In any event, the Documents	information for the entire year	Comsur "summarize the
		Requested are relevant to	(see CLEX-011-1 (pp 1-3),	relevant information for the
		Respondent's case as they will	CLEX-011-2 (pp 1, 6-7, 9-11,	<i>entire year</i> " and, as a result,
		enable Respondent's experts (i)	14-16), CLEX-011-3 (pp 1-2,	that the reports for the other
		to assess the full historical	9-11, 14-18, 25-27), RPA-19	months and the yearly reports
		record and ascertain relevant	(pp 1-11), RPA-20 (pp 3-16),	would contain "duplicative and
		operational metrics and	RPA-21 (pp 1-2, 9-11, 14-18,	<i>immaterial</i> " information.
		financial data (as explained by	25-27); information contained	Claimant's argument is absurd
		Quadrant, "[t]he purpose of	in the monthly reports for	and should be dismissed.
		requiring historical data for the	previous months in the same	
		implementation of a DCF	year, and information	<u>One</u> , Claimant's argument is a
		analysis is to provide a more	contained in yearly reports, is	non-sequitur. Bolivia does not
				understand how the fact that

	reliable source of information for projecting future cash flows" (¶ 47)) and (ii) confirm that the operating and financial metrics underlying their analyses are reasonable. The Documents Requested are material to the outcome of the case, as they will demonstrate that (i) Respondent's experts' forecasts for Vinto are correct, and (ii) the metrics used by Claimant's experts in their valuation of the Vinto Tin Smelter cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	therefore duplicative and immaterial. Claimant further notes that, as explained in Claimant's reasoned objections to Request 2, above, Bolivia grossly mischaracterizes paragraph 8.2 of Procedural Order No 1. This provision does not give Bolivia the right to request documents on which Claimant's experts do not rely. In fact, paragraph 8.2 does not address the Parties' right to request documents in this arbitration at all. (b) <u>Bolivia's Request 27 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of <u>Documents that are reasonably</u> believed to exist," as required by Article 3.3(a) of the IBA Rules. Request 27 is unacceptably broad, as it seeks, broadly, documents "prepared and/or reviewed by" the Glencore Group as a whole, in addition to Vinto and Sinchi Wayra, without identifying any particular custodians. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world.	the December monthly reports contain <u>a summary</u> of the year- long information can make the monthly and yearly reports (which, by definition, contain the detailed information pertaining to each month and year) duplicative. By definition, a summary of something does not reflect its full content. <u>Two</u> , even if there was some duplication in the information (which Claimant has not proved and Bolivia denies to be the case), this would not make the Documents Requested immaterial. Claimant states but does not explain why the alleged duplicity would make the Documents Requested immaterial. <u>Three</u> , Claimant's objection to the materiality of the Documents Requested is inconsistent with Claimant's own behaviour. Indeed, Claimant itself has added to the record of this case exhibits that include excerpts of Vinto's reports, thus confirming the materiality of the Documents Requested. Claimant does not get to choose what Documents are reviewed by Bolivia's	
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Moreover, as Bolivia experts. This is for Bolivia's recognizes, Claimant control experts to decide. b. Bolivia's alternative basis for this Request control over the Tim Smelter on 9 February 2007, when it was experts that and the Bolivia army took over its prograph 8.2 of Procedural Order No. 1." Prome Sameter as a whole is also overbroad hecause it seeks Doutements for the Same reasons stated in Request No. 2 above, Claimant's ownership. Claimant's exacting of this provision deprives in of any sense and Bolivia's experts would therefore be expected No. 1." Responding to this request would therefore be would therefore be expected by burdensome for Claimant as it would have to search this information which would be scattered across the files of many individuals at Claimant and its fillities. The time and compliant with Art. adjuidy in grief de the scattered aross the files of many individuals at Claimant on thick the reverse and adjivia's the IBA Rules (as it in any use, perival on decempting the file of adjivia's orequest ito reverse and adjiwis in any		I	M. D. Lizi	This is for Dulini ?
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that Bolivia has failed to sufficient to identify it").			expected probatory value,	
that Bolivia has failed to <i>sufficient to identify it</i> ").			especially in light of the fact	-
establish the relevance and Indeed, Bolivia has clearly				
			establish the relevance and	Indeed, Bolivia has clearly
materiality of the requested specified that it seeks to obtain			materiality of the requested	specified that it seeks to obtain
documents. the monthly and yearly reports				the monthly and yearly reports
of Vinto's operations and/or				of Vinto's operations and/or

		(c) <u>Furthermore</u> , the request	financials prepared between
		seeks Documents that are, or	October 2004 and June 2012.
		would reasonably be, in	Second Claimant argues that
		Bolivia's possession, custody,	Second, Claimant argues that the Request would be too
		or control, contrary to the	1
		requirements of Article 3.3(c)	broad, as shown by (i) Bolivia's use of an ample
		of the IBA Rules.	definition of the term
		This request pertains to	"Documents", and (ii) the
		documents that were kept in	request for Documents
		the Tin Smelter's files and	prepared and/or reviewed by
		over which Bolivia would	<i>"the Glencore Group"</i> .
		have access by reason of	-
		having expropriated the Tin	For the same reasons stated in
		Smelter. One of Bolivia's	Requests No. 1 and 3 above,
		experts has produced an	these objections are misplaced
		internal report from Comibol	and unwarranted.
		expressly acknowledging that	Third, Claimant submits that
		EMV has received the	collecting and producing the
		correspondence and "all the	Documents Requested would
		documents" from the Tin	be unduly burdensome.
		Smelter, which were duly	This chiestion is simply not
		delivered to the "Archivo	This objection is simply not believable. Bolivia has
		Histórico COMIBOL" in	requested a set of reports (those
		August 2007 (EO-14, p 28).	pertaining to Vinto's operations
		Bolivia's witness, Mr	and/or financials) that were
		Villavicencio, also confirms	· · · · · · · · · · · · · · · · · · ·
		having reviewed Vinto's	prepared and used by Glencore in the ordinary course of
		historic internal files	business. Claimant has even
		(Villavicencio I, ¶ 14). Bolivia	
		has indeed produced several	submitted excerpts of some of
		documents from these internal	these reports to the record of this arbitration (see exhibits
		files, showing that it indeed	
		does have access to such	CLEX-011-1 through CLEX-011-3 and RPA-19
		information (see, eg, R-52 ,	
		R-53, R-54, R-55, R-56,	through RPA-21). Thus,
		R-68 , R-69 , R-78).	producing the Documents
		,, -,	

		Second, Claimant has the
		burden to prove that the
		Documents Requested would
		be in Bolivia's possession,
		custody or control (Bolivia
		cannot demonstrate that it does
		not have these documents, <i>i.e.</i> ,
		a negative fact). Claimant has
		failed to prove this:
		One, Claimant relies on EO-14
		to say that Bolivia "has
		received the correspondence
		and 'all the documents' from
		the Tin Smelter", and thus
		would be in possession of the
		Documents Requested.
		EO-14 is an economic &
		financial report for purposes of
		the liquidation of EMV that
		contains the inventory of the
		assets and liabilities of the
		company. This report states, in
		passing, that on 1 August 2007
		the documentation from EMV
		(left after the reversion) was
		delivered to the "Archivo
		Histórico" COMIBOL (EO-14,
		p. 25). The report does not
		specify which data was
		delivered.
		In light of Glencore's modus
		operandi (recall that, as
		explained by Mr Moreira,
		Glencore took away most of
		Colquiri's data when the Mine
		Lease reverted to the State),
		11

			there is no reason to believe
			that much of EMV's historical
			data was left by Glencore after
			the reversion and, in any case,
			that Bolivia would have access
			to the Documents Requested.
			If this was the case, Bolivia
			would not be asking for the
			Documents Requested.
			For the same reason, Mr
			Villavicencio's statement that
			he reviewed some of EMV's
			documents for the period he
			was not at the Company (<i>i.e.</i> ,
			2006-2009) does not mean that
			Bolivia has EMV's full
			historical record or is in
			possession of the Documents
			Requested.
			Two, Claimant refers to some
			exhibits submitted by Bolivia
			to the record of this arbitration
			in an attempt to show that
			Bolivia would have access to
			the documents that were stored
			at the Tin Smelter as of the date
			of reversion (and, as a result, to
			the Documents Requested).
			The exhibits referenced by
			Claimant have nothing to do
			with the Documents Requested
			(<i>i.e.</i> , monthly and yearly
			reports of Vinto's operations
			and financials) and thus are
			simply aimed at creating
			confusion. These exhibits
L	1		

					pertain to, for instance, lists and graphs indicating the status of the Tin Smelter's production units (R-68 , R-69), and metallurgical balances (R-52 , R-53 , R-54 , R-55 and R-56). * * * Claimant offers to conduct a search for the complete <u>monthly</u> reports " <i>prepared by</i> <u>Sinchi Wayra and/or Comsur</u> for December 2004, December 2005 and December 2006, to the extent that there is any missing information pertaining to Vinto in CLEX-011-1 through CLEX-011-3 and RPA-19 through RPA-21" (emphasis added). In light of the unjustifiably narrow scope of Claimant does not offer to produce (i) the reports pertaining to months other than December for the period October 2004-February 2007, or (ii) the yearly reports prepared during years 2004- 2006), Bolivia insists in its Request.	
28.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore	Statement of Defence, ¶ 855; Quadrant Report, ¶¶ 103-108; SRK Report, ¶ 102;	RPA states in ¶ 161 of its Expert Report that "a number of projects and works" executed between 2002 and 2006 in Vinto's metallurgical complex	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u>	Bolivia moves to compel the production of the Documents Requested.	Request granted.

Group that detail the	Villavicencio I, ¶	"allowed the Tin Smelter to	immaterial to its outcome, and	Claimant's objections are, in
"projects and works	41-42; Statement of	operate more efficiently and the	should therefore be excluded	any event, misplaced for the
executed [from 2002	Claim, ¶ 259;	level of tin production [to	pursuant to Article 9.2(a) of	following reasons:
to 2006] at the Vinto	Compass Lexecon	increase] from 2005 to 2006	the IBA Rules.	
Metallurgical	Report, ¶ 79; RPA	[]" (RPA Report, ¶ 163).		(a) <u>The Documents Requested</u>
Complex to optimize	Report, ¶¶ 161-163.	Compass Lexecon, in turn,	The issues in dispute between	are relevant to the case and
the process" referred		relies on RPA's analysis to	the Parties are the condition in	material to its outcome
to by Claimant's		estimate the Tin Smelter's	which the Vinto Tin Smelter	<i>First</i> , the relevance and
expert RPA (RPA, ¶		future production (Compass	was at the time Bolivia	materiality of the Documents
161), including but		Lexecon Report, ¶ 4).	expropriated it, and its	Requested should not be in
not limited to:			productivity (SoC, ¶¶ 73,161,	dispute given that Claimant's
		RPA presumably had access to	167, 246, 258-259, 265; SoD,	own mining expert, RPA, has
a. a c omplete l ist		the Documents Requested when	¶¶ 846-847, 852-856, 870-	relied on the "projects and
of t hese		assessing these "projects and	871).	works" that are the subject of
"projects a nd		works" in order to state that they	The details of the projects and	this Request to perform its
works";		"allowed the Tin Smelter to	works executed at the Vinto	analysis (RPA Report, ¶ 163).
b. the e ngineering		operate more efficiently and the	Metallurgical Complex from	
and f easibility		level of tin production [to	2002 to 2006, beyond those	In this context, it is not for
assessments f or		increase] from 2005 to 2006	already provided in Exhibit	Claimant to decide what details
each o f these		[]" (RPA Report, ¶ 163).	RPA-53 on which Claimant's	of the "projects and works"
"projects a nd		Thus, consistent with ¶ 8.2 of	experts rely, are not relevant	allegedly executed by Glencore
works";		Procedural Order No. 1,	or material to this issue; the	are relevant to Bolivia's case
		Respondent's experts have the	only issues in dispute are the	and which ones are not. The
c. the budg ets		right to review the documents	condition and productivity of	fact that some Documents may
approved f or		relied upon by Claimant's	the Vinto Tin Smelter at the	not be relevant for Claimant's
each o f these		experts when performing their	time of its expropriation on 9	case does not mean they are not
"projects a nd		analyses (such as the	February 2007, after those	relevant for Bolivia's case.
works";		Documents Requested).	projects and works had been	This is for Bolivia to decide.
d. the detail of the		As an independent basis for this	implemented.	Second, Claimant alleges that
amounts		request, the relevance and	1	the only issues in dispute in
invested f or		materiality of the Documents	Claimant further notes that, as	relation to the Vinto Tin
each o f these		Requested should not be in	explained in Claimant's	Smelter would be " <i>the</i>
"projects a nd		dispute given that, as explained	reasoned objections to	condition in which the Vinto
works";		above, RPA relied upon the	Request 2, above, Bolivia	Tin Smelter was at the time
		"projects and works executed	grossly mischaracterizes	Bolivia expropriated it, and its
e. the D ocuments		[from 2002 to 2006] at the	paragraph 8.2 of Procedural	productivity".
detailing h ow		Vinto Metallurgical Complex"	Order No 1. This provision	
each o f these		Great Compress	does not give Bolivia the right	

"projects a nd	(RPA Report, ¶ 161) to assess	to request documents on	This view is incomplete. Both
works"	key value drivers of the Tin	which Claimant's experts do	Parties' experts' rely on the
contributed t o	Smelter.	not rely. In fact, paragraph 8.2	DCF method to perform their
"optimiz[ing]	In any event, the Documents	does not address the Parties'	valuation of the Vinto Tin
the pr ocess" a t	Requested are relevant to	right to request documents in	Smelter (Statement of Claim, ¶
the V into Tin	confirm that the " <i>projects and</i>	this arbitration at all.	247; Statement of Defence, ¶
Smelter;	works" referred to by	(b) Bolivia's Request 28 as a	736) and it is undisputed that
f. the D ocuments	Claimant's experts did not	whole is excessively broad	historical data (i.e. preceding
detailing h ow	change the overall condition of	and fails to identify a "narrow	the reversion of the Vinto Tin
each o f these	the Vinto Tin Smelter and that,	and specific category of	Smelter to the State) is relevant
"projects a nd	as explained by SRK, " <i>in 2007</i> ,	Documents that are reasonably	and necessary to apply such
works"	the smelter was old and subject	believed to exist," as required	method. As explained by
contributed t o	to frequent breakdowns,	by Article 3.3(a) of the IBA	Quadrant, "[t]he purpose of
make the V into	impacting availability,	Rules.	requiring historical data for
Tin S melter	utilization and performance"		the implementation of a DCF
"operate m ore	(SRK Report, ¶ 100). The	Request 28 is excessively	analysis is to provide a more
efficiently" and	Documents Requested will thus	broad in scope because it	reliable source of information
to i ncrease	also confirm the reasonability of	seeks, broadly, Documents	for projecting future cash
production;	Respondent's experts' forecasts	"prepared and/or reviewed by"	flows" (¶ 47). Claimant's
1	for the Vinto Tin Smelter.	the Glencore Group as a	experts acknowledge having
g. any b usiness	The Deserve at Deserve to deserve	whole, in addition to Vinto	relied on " <i>historical</i>
plan(s) that	The Documents Requested are material to the outcome of this	and Sinchi Wayra, without	information [] prior to
consider(s)		identifying any particular custodians or time frame for	<i>expropriation</i> " to perform their
these " <i>projects</i> and works"; and	case, as they will demonstrate		valuation (Compass Lexecon
ana works; and	that (i) Respondent's experts'	such preparation and/or	Report, ¶ 4).
h. any analyses of	costs and production forecasts	review, as required by the IBA Rules. The "Glencore Group,"	b. <u>Bolivia's alternative basis</u>
the co st-	are correct, and (ii) Compass Lexecon's costs and production	as defined by Bolivia,	for this Request
effectiveness o f	forecasts cannot be relied upon	comprises over 200 entities	In limite DDA 52 is a years
these " projects	to calculate any compensation	around the world. Moreover,	<i>In limine</i> , RPA-53 is a very basic document with very
and works".	in this case and, as a result, that	the definition of "Documents"	limited information in relation
	Claimant's valuation is flawed.	provided by Bolivia is	to the "projects and works"
	Claimant's valuation is nawed.	extremely broad and covers	allegedly executed in the Vinto
	Bolivia reasonably believes that	<i>"all forms of written</i>	Tin Smelter. This document
	the Documents Requested exist	communications and	includes general descriptions
	and are in the possession,	Correspondence, including,"	and/or pictures which are
	custody or control of the	to provide only a few	insufficient for Bolivia's
	Claimant.		

	examples, " <i>emails</i> , notes, .	experts to properly analyse
	contracts, agreements,	these "projects and works" and
	drawings, graphs, charts,	their impact in the future
	photographs, phono records,	productivity of the Tin Smelter.
	and data compilations." The	To be able to draw a cause-
	request is also unacceptably	effect link between these
	broad because it seeks	<i>"projects and works"</i> and an
	Documents relating to projects	alleged increase in the Tin
	and works that took place at	Smelter's efficiency and
	the Vinto Metallurgical	productivity, RPA must have
	Complex before October	analysed the Documents
	2004, while it was under the	Requested. Claimant cannot
	ownership, management and	seriously assert that RPA-53 is
	control of a third party,	sufficient to perform this
	"including but not limited" to	analysis.
	those falling in the specifically	
	enumerated categories of	Claimant alleges that Bolivia
	paragraphs (a)-(h). Such	"grossly mischaracterizes
	Documents pertain to events	paragraph 8.2 of Procedural
	that occurred between 13 and	Order No. 1."
	17 years ago.	For the same reasons stated in
	Responding to this request	Request No. 2 above,
	would therefore be	Claimant's reading of this
	excessively burdensome for	provision deprives it of any
	Claimant as it would have to	sense and Bolivia's experts
	search through a vast number	have the due process right to
	of documents to locate this	review the Documents
	information which would be	Requested.
	scattered across the files of	
	many individuals at Claimant	c. <u>Bolivia's request is narrow</u>
	and its affiliates. The time and	and specific
	cost of producing them	First, Claimant criticizes
	significantly outweigh their	Bolivia for failing to identify
	expected probatory value,	the custodians or providing a
	especially in light of the fact	time frame for the Documents
	that Bolivia has failed to	Requested. As stated in
		Request No. 1 above, the IBA
	establish the relevance and	

	 materiality of the requested documents. (c) Furthermore, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules. As explained in Claimant's reasoned objections to Request 27, this request pertains to documents that were kept in the Tin Smelter's files and over which Bolivia would have access by reason of having expropriated it. Similar documents introduced into the record by Bolivia confirm as much (R-44, R-45, R-46, R-47, R-68, R-69; see also EO-14, p 28, Villavicencio I, ¶ 14). By contrast, Claimant lost control of the Tin Smelter on 9 February 2007, when it was expropriated and Bolivia took over its premises through the intervention of its army. The documents requested by Bolivia are therefore plainly 	Rules do not require identifying specific custodians nor a particular time frame and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly stated that it seeks Documents detailing the "projects and works [] executed [from 2002 to 2006] at the Vinto Metallurgical Complex to optimize the process" referred to by Claimant's expert RPA (RPA Report, ¶ 161). Second, Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term "Documents", and (ii) the request for Documents prepared and/or reviewed by "the Glencore Group". For the same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and unwarranted.
	The documents requested by	these objections are misplaced

	1 1	1	1 1 6 0 4 1 2004
			place before October 2004,
			while Vinto was under the
			ownership of a third party.
			The Request is not
			<i>"unacceptably broad"</i> , as it
			only relates to "projects and
			works" executed during a 4-
			year period (<i>i.e.</i> 2002-2006) at
			the Vinto Metallurgical
			Complex.
			Claimant's chiestian is fouther
			Claimant's objection is further inconsistent with Claimant's
			own acts. It was Claimant's
			mining expert (RPA) who
			considered the aforementioned
			"projects and works" in its
			analysis of the Vinto Tin
			Smelter, and Claimant cannot
			now pretend to limit Bolivia's
			experts' right to access
			Documents relating to those
			same "projects and works" to
			better assess key value drivers
			of the Tin Smelter.
			<i>Fourth</i> , Claimant submits that
			responding to this Request
			would be excessively
			burdensome, "as it would have
			to search through a vast
			number of documents to locate
			this information which would
			be scattered across the files of
			many individuals at Claimant
			and its affiliates".
			This is simply not believable.
			After listing in its report some
L		55	

		of the "projects and works"
		executed in Vinto between
		2002 and 2006, RPA states that
		"[t]he[se] process contributed
		to operational efficiencies,
		reduced emissions, and
		improved the work room
		environment and this is
		reflected in increased capital
		expenditures across most areas
		<i>in 2006</i> " (RPA Report, ¶ 162).
		RPA must have reviewed or, at
		least, been provided with the
		Documents Requested to make
		these statements, so Claimant
		cannot seriously contend it
		does not know who holds the
		Documents and where. Thus,
		producing the Documents
		Requested cannot be
		considered "unacceptably
		burdensome".
		<i>Fifth</i> , Claimant submits that
		"the time and cost of producing
		[the Documents Requested]
		significantly outweigh their
		expected probatory value".
		As stated in Request No. 2
		above, it is not for Claimant but
		for the Tribunal to decide the
		probative value of the
		Documents Requested
		(UNCITRAL Rules, Art. 27.4).
		In any case, the Documents
		Requested will confirm that the
		"projects and works" referred
		projects unu works referred

Image:	
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Group during the period 2004-2007 that refer to the expansion of the Tin Smelter's processing capacity and/or the acquisition of rhe Tin Smelter's processing foreasts (according to which, absent additional and yof rheards) for new Productive Units, including but not limited to: Claimant - understood that increasing processing capacity and/or reviewed between October 2004 (when Glencore acquired of the Tin Smelter's processing forecasts (according to which, absent additional and yres; Claimant's material to its outcome, and should therefore v indicate acquisity of the Tin Smelter's processing forecasts (according to which, absent additional and/or financial analyses; Claimant is according to which, absent additional comparison investments, the Tin Smelter's processing forecasts (according to which, absent additional comparison investments, the Tin Smelter's and/or financial analyses; Claimant is experts' forecasted (according to which, absent additional comparison investments, the Tin Smelter's and infrastructure (SC, 1, 259; Bolivia notes that Claimant has not denied the existence of the Documents Requested it opposed its is soutcome, Tin Smelter's and infrastructure (SC, 1, 259; Bolivia notes that Claimant is an even claimed to the Claimant's according to which the Tin Smelter's and 2007; Bolivia notes that Claimant is an even claimed to the Claimant's according to which the Tin Smelter's forecasted production for the Vinto Tin Smelter's and 2007; Bolivia notes that Claimant's experistion for the Claimant's according to which the Tin Smelter's and 2007; Bolivia notes that Claimant's experistion for the Claimant's sources for the Tin Smelter's according to which the Tin Smelter's forecasted production for the Vinto Tin Smelter's and 2007; Bolivia notes that Claimant's experistion foreeasthe production for the Vinto Tin Smelter's acco	and/or Sinchi Wayra	103-108; SRK	Vinto itself – under the	(a) <u>The Requested Documents</u>	below in the spirit of	down by
 period 2004-2007 that refer to the expansion of the Tin Smelter's processing capacity and/or the acquisition of new Productive Units, including but not limited to: a. Investment plans; b. Economic and/or financial analyses; c. Price quotations; d. Design plans; e. Engineering studies; and f. Construction and/or assembly plans. f. Construction and/or assembly plans.<!--</td--><td>and/or the Glencore</td><td>Report, ¶ 102;</td><td>management and control of</td><td>are irrelevant to this case and</td><td>cooperation: Bolivia accepts</td><td>Respondent.</td>	and/or the Glencore	Report, ¶ 102;	management and control of	are irrelevant to this case and	cooperation: Bolivia accepts	Respondent.
 refer to the expansion of the Tin Smelter's graphing and/or the acquisition of new Productive Units, including but not limited to: a. Investment plans; b. Economic and/or financial analyses; c. Price quotations; d. Design plans; e. Price quotations; d. Design plans; f. Construction and/or size and					-	
of the Tin Smelter's processing capacity and/or the acquisition of new Productive Units, including but not limited to:Compass Lexecon Report, ¶ 79; RPA Report, ¶ 159.significant capital investments, the Documents Requested with capansion investments, the Tin Smelter void continue to processing creasactis (according to which, absent additional expansion investments, the Tin Smelter void continue to process 25,161 tonnes of tin concentrates per year (Quadrant analyses;the IBA Rules.2004 (when Glencore acquired control of the Tin Smelter roaction control to Which, absent additional expansion investments, the Tin Smelter void continue to process 25,161 tonnes of tin concentrates per year (Quadrant expansion investments for erasiti grotess 25,161 tonnes of tin concentrates per year (Quadrant expansion investments for the Tin Smelter void continue to process 25,161 tonnes of tin concentrates per year (Quadrant expansibly of Claimant's experts' forecass for the Tin Smelter void process 30,000 tonnes of tin concentrates per year between 2008 and 2026 (RPA Report, ¶ 195, Figur 15).He IBA Rules.2004 (when Glencore acquired control of the Tin Smelter void contine to productive Units, instead, Claimant's captistic processing capacity and infrastructure (Soc, 1259; Compass Lexecon Report, ¶ 79; RPA Report, ¶ 195, 195, 195, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 195, 196, 196, 196, 196, 196, 196, 196, 196	-					
processing capacity and/or the acquisition of new Productive Units, including but not limited to:Report, ¶ 79; RPA Report, ¶ 159.The Documents Requested will therefore vindicate Respondent's experts' assessment of the Tim Smelter's processing forecasts (according to which, absent additional expansion investments, the Tim Smelter would continue to process 12,161 tonnes of tin concentrates per year (Quadrant's experts' processing forecasts (according to which, the tim Smelter is based on the Tim Smelter would process 30,000 tommes of tin concentrates per year between 2008 and 2026 (RPA Report, ¶ 195, Figure 15).Construction and/or assembly plans.a The Documents Requested are material to the outcome of the case, as they will demonstrate that (i) Respondent's experts' forecasts for the Tin Smelter's future processing capacity are correct, and (ii) Compass Terve future processing capacity are correct, and (ii) Compass T	-		-	-		
and/or the acquisition of new Productive Units, including but not limited to:Report, ¶ 159.therefore vindicate Responden's experts' assessment of the Tim Smelter's processing forecasts (according to which, absent additional expansion investments, the Tim Smelter would continue to process 25,161 tonnes of tin concentrates per year (Quadran analyses;Smelter's existing capacity of the Tim Smelter vould continue to process 25,161 tonnes of tin concentrates per year (Quadran expansion investments, the Tim Smelter vould continue to process 25,161 tonnes of tin concentrates per year (Quadran experts' processing forecasts (according to which the Tim Smelter vould process 30,000 studies; and if Construction and/or assembly plans.Smelter vould process 30,000 tons of tin concentrates per year between 2008 and 2026 (RPA Report, ¶ 195, Figure 15).Chainan its management hat Claimant's experts' forecasts forecasts for the Tim Smelter's existing capacity and/or assembly plans.Smelter's existing capacity are (evant to the case and material to the outcome of this aitoration.Smelter's existing capacity are (evant to the case and material to the outcome of this aitoration.Smelter's existing capacity are (evant to the basis that they would not be relevant to the same production for the Vinto Tim Smelter is abased on the Tim Smelter's existing capacity are they would not be relevant to the same productionSmelter's existing capacity and imaterial to the outcome of this assembly plans.Smelter's existing capacity are to the same production for the Vinto Tim Smelter would process at the will demonstrat that (i) Respondent's experts' forecasts for the Tim Smelter's future processing capacity are correc	of the Tin Smelter's			the IBA Rules.	2004 (when Glencore	
Smelter's future processing capacity cannot be relied upon to calculate any compensation Image and control of <u>Claimant</u> – understood that The fact that some Documents may not be relevant for Claimant's case does not mean	 processing capacity and/or the acquisition of new Productive Units, including but not limited to: a. Investment plans; b. Economic and/or f inancial analyses; c. Price quotations; d. Design plans; e. Engineering studies; and f. Construction and/or assembly 	Report, ¶ 79; RPA	The Documents Requested will therefore vindicate Respondent's experts' assessment of the Tim Smelter's processing forecasts (according to which, absent additional expansion investments, the Tin Smelter would continue to process 25,161 tonnes of tin concentrates per year (Quadrant Report, ¶ 108)) and, in turn, establish the lack of reasonability of Claimant's experts' processing forecasts (according to which the Tin Smelter would process 30,000 tonnes of tin concentrates per year between 2008 and 2026 (RPA Report, ¶ 195, Figure 15)). The Documents Requested are material to the outcome of the case, as they will demonstrate that (i) Respondent's experts' forecasts for the Tin Smelter's future processing capacity are correct, and (ii) Compass Lexecon's forecasts for the Tin Smelter's future processing capacity cannot be relied upon	Claimant has never claimed that Claimant's management had planned to increase the processing capacity of the Tin Smelter or acquire new Productive Units; instead, Claimant's experts' forecasted production for the Vinto Tin Smelter is based on the Tin Smelter is based on the Tin Smelter's existing capacity and infrastructure (SoC, ¶ 259; Compass Lexecon Report, ¶ 79; RPA Report, ¶¶ 159, 195). Thus, the Requested Documents are irrelevant and immaterial to the outcome of this arbitration. Bolivia also fails to articulate how Documents relating to the months in 2004 and 2007 during which the Vinto Tin Smelter was <u>not</u> under Claimant's ownership (namely, January to September 2004, and February to December 2007), could possibly support its allegation that "Vinto itself – <u>under the</u> <u>management and control of</u>	 acquired control of the Tin Smelter) and 9 February 2007. Bolivia notes that Claimant has not denied the existence of the Documents Requested. Claimant's objections to the Request are misplaced for the following reasons: a. <u>The Documents Requested are relevant to the case and material to its outcome</u> <i>First</i>, Claimant objects to producing the Documents Requested on the basis that they would not be relevant to Claimant's case ("<i>Claimant's</i> <i>experts' forecasted production</i> <i>for the Vinto Tin Smelter is</i> <i>based on the Tin Smelter is</i> <i>based on the Tin Smelter is</i> <i>existing capacity and</i> <i>infrastructure []. Thus, the</i> <i>Requested Documents are</i> <i>irrelevant and immaterial to</i> <i>the outcome of this</i> <i>arbitration</i>"). The fact that some Documents may not be relevant for 	

	in this case and, as a result, that	increasing processing	they are not relevant for
	Claimant's valuation is flawed.	capacity would require	Bolivia's case. Bolivia clearly
		additional and significant	explained in the justification
	Bolivia reasonably believes that	capital investments."	for this request why the
	the Documents Requested exist	-	Documents Requested are
	and are in the possession,	(b) <u>Bolivia's Request 29 as a</u>	relevant to its case. Claimant
	custody or control of Claimant.	whole is excessively broad	has not disputed such
		and fails to identify a "narrow	justification. As explained
		and specific category of	above, the Documents
		Documents that are reasonably	Requested will demonstrate
		believed to exist," as required	that "in the ordinary course of
		by Article 3.3(a) of the IBA	business, Vinto itself – under
		Rules.	the management and control of
		As explained above, Bolivia	Claimant – understood that
		uses this opportunity to submit	increasing processing capacity
		allegations which are based on	would require additional and
		mere speculation. Claimant	significant capital
		and its experts never relied on	<i>investments</i> ", and thus will
		any such plans for its quantum	"vindicate Respondent's
		claims. This request thus	experts' assessment of the Tim
		amounts to a fishing	Smelter's processing
		expedition by Bolivia in an	forecasts".
		attempt to construct a case on	
		the basis of evidence that	The Documents Requested will
		it <i>hopes</i> to find in Claimants'	further confirm the fallacy of
		files. As explained in	the magical Tin Smelter
		Claimant's reasoned	underlying Claimant's case,
		objections to Request 1,	which suddenly (and
		above, such fishing	exponentially) increases its tin
		expeditions are not permitted	ingot production levels without
		under the IBA Rules.	no investment backing such
		under the IDA Kules.	increase (Statement of Defence,
		Request 29 is excessively	¶ 656). Investments are needed
		broad in scope because it	to increase production levels,
		seeks Documents that refer to	as shown by the investments
		unspecified expansion and/or	made in the Ausmelt furnace
		acquisition plans whose	and the resulting increase in

		Bolivia's speculation	production levels (Statement of	
		"including but not limited" to	Defence, ¶ 659).	
		Documents falling in the	Second, and relatedly,	
		specifically enumerated		
		categories of paragraphs (a)-	Claimant's objection to the	
		(f).	relevance and materiality of the	
			Documents Requested is	
		Furthermore, Request 29 is	premised on its case being	
		excessively broad in scope	correct (<i>i.e.</i> , that the Vinto Tin	
		because it seeks Documents	Smelter's processing capacity	
		broadly "prepared and/or	could increase without	
		reviewed by" the Glencore	investments – see Compass	
		Group as a whole, in addition	Lexecon Report, ¶¶ 78-79;	
		to Vinto and Sinchi Wayra	Quadrant Report, ¶¶ 103-107).	
		over a period of 4 years, 13 to	The Tribunal would have to	
		17 years ago, and it does not	prejudge this case in order to	
		specify any time frame for the	entertain Claimant's objection,	
		occurrence of the supposed	something this Tribunal cannot	
		underlying events. It does so	(and should not) do.	
		without identifying any	b. Bolivia's request is narrow	
		particular custodians. The	and specific	
		"Glencore Group," as defined	*	
		by Bolivia, comprises over	First, Claimant alleges that this	
		200 entities around the world.	Request is based on "mere	
		And the definition of	speculation" and "amounts to a	
		"Documents" provided by	fishing expedition." This is	
		Bolivia is extremely broad and	false.	
		covers "all forms of written	One, Claimant's allegation that	
		communications and	this Request is based on " <i>mere</i>	
		Correspondence, including,"	speculation" is premised on	
		to provide only a few	Claimant's case being correct	
		examples, " <i>emails</i> , <i>notes</i> , .	(<i>i.e.</i> , that the Vinto Tin	
		contracts, agreements,	Smelter's processing capacity	
		drawings, graphs, charts,	could increase without	
		photographs, phono records,		
		and data compilations."	expansion investments).	
		1	Accepting Claimant's objection	
			would necessarily require the	
			Tribunal to prejudge this issue,	

	Finally, Claimant acquired the ownership of the Tin Smelter as of October 2004. Moreover, Claimant lost control of the Tin Smelter on 9 February 2007 when it was expropriated and the Bolivian army took over their premises. Thus, Request 29 as a whole is overbroad because it seeks Documents for the periods from January 2004 to September 2004, and from February 2007 to December 2007, during which the Tin Smelter was not under Claimant's ownership.	something this Tribunal cannot (and should not) do. <u>Two</u> , Bolivia's request for Documents "that refer to the expansion of the Tin Smelter's processing capacity and/or the acquisition of new Productive Units" is narrow and specific. It pertains to a specific category of documents (those related to the expansion of the plant or the acquisition of new Productive Units), which can be easily identified by Claimant, who is the only party who knows the author and context in which such
	Responding to this request would therefore be excessively burdensome for Claimant as it would have to search through a vast number of documents to locate this information which would be scattered across the files of many individuals at Claimant and its affiliates. The time and cost of producing them significantly outweigh their expected probatory value, especially in light of the fact that Bolivia has failed to establish the relevance and materiality of the requested documents.	Documents were prepared. This Request thus does not amount to a fishing expedition, as explained in Request No. 1. Second, Claimant criticizes the Request "for [seeking] Documents that refer to unspecified expansion and/or acquisition plans whose existence is based only on Bolivia's speculation 'including but not limited' to Documents falling in the specifically enumerated categories." <u>One</u> , contrary to Claimant's allegation, the expansion (of the Tin Smelter's processing capacity) and the acquisition

	 (c) Furthermore, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules. As explained in Claimant's reasoned objections to Request 27, this request pertains to documents that would have been kept in the Vinto Tin Smelter's files and over which Bolivia would have access by reason of having expropriated it. Similar documents introduced into the record by Bolivia confirm as much (R-44, R-45, R-46, R-47, R-68, R-69; see also EO-14, p 28, Villavicencio I, ¶ 14). By contrast, Claimant lost control of the Tin Smelter on 9 February 2007, when it was expropriated and Bolivia took over its premises through the intervention of its army. The documents requested by Bolivia are therefore planly within its possession, custody and control. (of new Productive Units) plans are reasonably specified in Bolivia's Request. Claimant's objection is inconsistent with its own requests, as Claimant has used the expression "incluided but not limited to" in 4 out of its 12 requests.). Third, Claimant argues that the Request would be "unacceptably broad" because it seeks Documents "over a period of 4 years, 13 to 17 years ago." Besides the basic arithmetical error (the period 2004-2007 was not "13 to 17 years ago"), this objection has no merit in the present arbitration since the period in which the Tin Smelter was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this
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		objection would essentially
		block all Requests related to
		the Tin Smelter, violating
		Bolivia's due process.
		Fourth, Claimant argues that
		the Request would be too
		broad, as shown by (i)
		Bolivia's use of an ample
		definition of the term
		"Documents", and (ii) the
		request for Documents
		prepared and/or reviewed by
		"the Glencore Group".
		For the same reasons stated in
		Requests No. 1 and 3 above,
		these objections are misplaced
		and unwarranted.
		Eich Claimant with in
		Fifth, Claimant criticizes
		Bolivia for failing to identify
		the custodians of the
		Documents Requested. As
		stated in Request No. 1 above,
		the IBA Rules do not require
		identifying specific custodians
		and, in any case, Bolivia's
		request is compliant with Art. 2(2)(2)(2)(3) of the IPA Pulse (as
		3(3)(a)(i) of the IBA Rules (as
		it contains "a description of
		each requested document
		sufficient to identify it"). The
		Documents Requested relate to
		two specific issues, <i>i.e.</i> the
		expansion of the Tin Smelter's
		processing capacity and the
		acquisition of new Productive
		Units.

Sixth, Claimant submits that
responding to this Request
would be excessively
burdensome, "as it would have
to search through a vast
number of documents to locate
this information which would
be scattered across the files of
many individuals at Claimant
and its affiliates".
This is simply not believable.
Claimant can easily identify the
responsive Documents by
reaching out to the individuals
and departments who would
have had to assess and/or
approve these two projects (<i>i.e.</i> ,
the expansion of the Tin
Smelter's processing capacity
and Vinto's plan to acquire
new Productive Units).
Seventh, Claimant submits that
<i>"the time and cost of producing"</i>
[the Documents Requested]
significantly outweigh their
expected probatory value".
As stated in Request No. 2
above, it is not for Claimant but
for the Tribunal to decide the
probative value of the
Documents Requested
(UNCITRAL Rules, Art. 27.4).
In any case, the Documents
Requested will confirm that,
absent additional investments,
the Tin Smelter would continue

					to process 25,161 tonnes of tin concentrates per year. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control.	
30.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2007 that refer to the condition and/or maintenance of the Tin Smelter's Productive Units, including but not limited to: a. documents showing the number of da ys each P roductive Unit w as in operation, i dle and/or down for maintenance; b. analyses o f the remaining useful life of the	Statement of Defence, ¶ 856; Quadrant Report, ¶¶ 107-110; SRK Report, ¶ 108; Villavicencio I, ¶¶ 32, 46-47.	Bolivia has demonstrated that, at the time of the reversion of the Vinto Tin Smelter, the Productive Units had not received periodical in-depth maintenance (overhauls), were in urgent need of repair and some were not even functional (Villavicencio I, ¶¶ 46-47; R-68 and R-69). The Documents Requested are relevant to demonstrate that, in the ordinary course of business, Vinto itself – under the management and control of Claimant – understood that significant costs and down times were expected for maintenance and repair of the Productive Units, thereby increasing future costs and limiting future production. The Documents Requested will therefore vindicate Respondent's experts' assessment of the Tim Smelter's	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The only relevant issue for this case in relation to this request is the condition of the Tin Smelter at the date of valuation. The information and data relating to the Tin Smelter's historical performance, which is the only relevant information reflecting the condition of the Tin Smelter at that date, is already in the record of this arbitration (CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20, RPA-21,	Bolivia moves to compel the production of the DocumentsRequested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007.Bolivia notes that Claimant has not denied the existence of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons: a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant alleges that "[t]he only relevant issue for this case in relation to this	Request granted with limitation put forward by Respondent.

Product	ativo	costs and processing forecasts	RPA-53 , R-68). Thus, the	request is the condition of the
	cuve	1 0		request <u>is the condition</u> of the
Units;		and, in turn, establish the lack of	Requested Documents are	Tin Smelter at the date of
c. prevent	tive	reasonability of Claimant's	irrelevant and immaterial to	valuation" (emphasis added).
mainter	nance	experts' forecasts.	the outcome of this arbitration.	Claimant provides no support
10	ms for the	The Documents Requested are	Bolivia also fails to articulate	whatsoever for this assertion.
Product	ctive	material to the outcome of the	how Documents relating to the	It also does not explain why
Units;		case, as they will demonstrate	months in 2004 and 2007	Documents pertaining to the
d. reports	so f the	that (i) Respondent's experts'	during which the Vinto Tin	historical maintenance of the
prevent		costs and production forecasts	Smelter was not under	Tin Smelter's Productive Units
mainter		for the Tin Smelter are correct,	Claimant's ownership	would be irrelevant (in fact,
activitie		and (ii) Compass Lexecon's	(namely, January to	under Claimant's own case,
		costs and production forecasts	September 2004, and February	these documents would be
-	ned o n	cannot be relied upon to	to December 2007), could	relevant to understand the
-	f the	calculate any compensation in	possibly support its allegation	condition of the Tin Smelter's
Product	cuve	this case and, as a result, that	that "Vinto itself – <u>under the</u>	Productive Units as of the date
Units;		Claimant's valuation is flawed.	management and control of	of valuation).
e. correcti mainter	nance	Bolivia reasonably believes that the Documents Requested exist	<u>Claimant</u> – understood that increasing processing	In any case, the Documents Requested (which pertain to the
	ms for the	and are in the possession,	capacity would require	maintenance and condition of
Product		custody or control of Claimant.	additional and significant	the Tin Smelter's Productive
Units; a	and	custody of control of channant.	capital investments."	Units during Glencore's control
f. reports	so f the		(b) Bolivia's Request 30 as a	of EMV) are directly relevant
correcti	tive		whole is excessively broad	to assess the future costs and
mainter	nance		and fails to identify a "narrow	processing capacities of the Tin
activitie	ies		and specific category of	Smelter. As explained by
perform	med o n		Documents that are reasonably	Quadrant, " <i>[t]he purpose of</i>
any o			believed to exist," as required	requiring historical data for
Product			by Article 3.3(a) of the IBA	the implementation of a DCF
Units.			Rules.	analysis is to provide a more
				reliable source of information
			Request 30 is excessively	for projecting future cash
			broad in scope, seeking	flows" (¶ 47). Claimant's own
			Documents that refer the	economic expert has relied on
			condition and/or maintenance	historical data (<i>e.g.</i> , 2005-2006
			of the Tin Smelter's	data) to make cost and
			Productive Units "including	production projections for the
			but not limited" to Documents	production projections for the

		falling in the specifically	Vinto Tin Smelter (see CLEX-
		enumerated categories of	2, tabs "Production" and
		paragraphs (a)-(f). It seeks	"OPEX").
		Documents broadly "prepared	Second, Claimant alleges that
		and/or reviewed by" the	<i>"the only relevant information</i>
		Glencore Group as a whole, in	reflecting the condition of the
		addition to Vinto and Sinchi	<i>Tin Smelter at [the date of</i>
		Wayra, over a period of 4	<i>valuation</i>]" (emphasis added)
		years, 13 to 17 years ago, and	would already be in the record.
		it does not specify any time	
		frame for the occurrence of	<u>One</u> , the fact that some
		the underlying condition or	Documents may not be relevant
		maintenance. It does so	for Claimant's case does not
		without identifying any	mean they are not relevant for
1		particular custodians. The	Bolivia's case. Bolivia clearly
		"Glencore Group," as defined	explained in the justification
1		by Bolivia, comprises over	for this request why the
1		200 entities around the world.	Documents Requested are
1		Moreover, the definition of	relevant to its case. Claimant
1		"Documents" provided by	has not disputed such
		Bolivia is extremely broad and	justification. In addition to
1		covers "all forms of written	what was said above, the
		communications and	Documents Requested will
		Correspondence, including,"	demonstrate that "in the
		to provide only a few	ordinary course of business,
		examples, "emails, notes, .	Vinto itself – under the
		contracts, agreements,	management and control of
		drawings, graphs, charts,	Claimant – understood that
		photographs, phono records,	significant costs and down
		and data compilations."	times were expected for
		_	maintenance and repair of the
		Claimant notes that it acquired	Productive Units, thereby
		the ownership of the Tin	increasing future costs and
		Smelter as of October 2004,	limiting future production",
		and lost control thereof on 9	and thus will "vindicate
		February 2007 when it was	Respondent's experts'
		expropriated and the Bolivian	assessment of the Tim
		army took over its premises.	~

-	1	1	
		Bolivia has failed to articulate	Smelter's costs and processing
		how Documents for the period	forecasts".
		from January to September	Two, without prejudice to the
		2004 and from February 2007	foregoing, the exhibits cited by
		to December 2007 could	Claimant contain five types of
		possibly support its allegation	documents: a) excerpts of two
		that "Vinto itself – <u>under the</u>	Sinchi Wayra monthly reports
		management and control of	(December 2005 and 2006), b)
		<u>Claimant</u> – understood that	CRU Tin Monitor of February
		significant costs and down	2007 (wholly unrelated to this
		times were expected for	Request), c) one spreadsheet
		maintenance and repair of the	titled "Investments" (wholly
		Productive Units, thereby	unrelated to this Requested), d)
		increasing future costs and	2007 monthly sheets that list
		limiting future production."	the Productive Units that are
		Thus, Request 30 as a whole is	functional or paralyzed (R-68)
		overbroad because it seeks	and e) an undated document
		Documents for the periods	describing projects carried out
		from January 2004 to	at Vinto between 2002 and
		September 2004, and from	2006.
		February 2007 to December	
		2007, during which the Tin	Bolivia notes that exhibits
		Smelter was not under	CLEX-011-1 and RPA-19 are
		Claimant's ownership.	identical, as are CLEX-011-2
		Responding to this request	and RPA-20, and CLEX-011-3
		would therefore be	and RPA-21 . Claimant
		excessively burdensome for	disingenuously cites several
		Claimant as it would have to	exhibits in an attempt to create
		search through a vast number	the impression that many
		of documents to locate this	documents in the record would
		information which would be	contain information pertaining
		scattered across the files of	to the condition of the Tin
		many individuals at Claimant	Smelter's Productive Units.
		and its affiliates. The time and	With the exception of the
		cost of producing them	monthly sheets added by
		significantly outweigh their	Bolivia to the record of the case
		expected probatory value,	(R-68), the only information
		enpetited productly value,	(<i>)</i> , <i>j j</i>

		especially in light of the fact	that may be considered
		that Bolivia has failed to	
			responsive to this Request are a
		establish the relevance and	few generic cost figures for
		materiality of the requested	<i>"maintenance smelter"</i> for
		documents.	December 2005 (CLEX-011-2,
		(c) <u>Furthermore</u> , the request	p. 7) and equally generic cost
		seeks Documents that are, or	figures for "furnace
		would reasonably be, in	maintenance" for December
		Bolivia's possession, custody,	2006 (CLEX-011-3, p. 18).
		or control, contrary to the	These exhibits do not contain
		requirements of Article 3.3(c)	any information pertaining to
		of the IBA Rules.	the condition and/or
			maintenance of the Productive
		As explained in Claimant's	Units and thus fail to
		reasoned objections to	demonstrate that the
		Request 27, this request	information sought by Bolivia
		pertains to documents that	is already in the record.
		were kept in the Tin Smelter's	b. <u>Bolivia's request is narrow</u>
		files and over which Bolivia	and specific
		would have access by reason	and specific
		of having expropriated the Tin	First, Claimant argues that the
		Smelter. Similar documents	Request would be "excessively
		introduced into the record by	broad" as it seeks "Documents
		Bolivia confirm as much	that refer the condition and/or
		(R-68, R-69; see also EO-14,	maintenance of the Tin
		p 28, Villavicencio I, ¶ 14).	Smelter's Productive Units
		By contrast, Claimant lost	<u>'including but not limited'</u> to
		control of the Tin Smelter on	Documents falling in the
		9 February 2007, when it was	specifically enumerated
		expropriated and Bolivia took	<i>categories</i> " (emphasis added).
		over its premises through the	
		intervention of its army.	Claimant's objection is
		-	inconsistent with its own
		The documents requested by	requests, as Claimant has used
		Bolivia are therefore plainly	the expression "included but
		within its possession, custody	not limited to" in 4 out of its 12
		and control.	requests (<i>i.e.</i> , in 33.3% of its
			requests).

	Second, Claimant argues that the Request would be "excessively broad" because it seeks Documents "over a period of 4 years, 13 to 17 years ago."
	Besides the basic arithmetical error (the period 2004-2007 was not " <i>13 to 17 years ago</i> "), this objection has no merit in the present arbitration since the period in which the Tin Smelter was controlled by Glencore was, precisely, 12 to 15 years
	ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's due process.
	<i>Third</i> , Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term " <i>Documents</i> ", and (ii) the request for Documents prepared and/or reviewed by " <i>the Glencore Group</i> ".
	For the same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and unwarranted.

r			
			Fourth, Claimant criticizes
			Bolivia for failing to identify
			the custodians of the
			Documents Requested. As
			stated in Request No. 1 above,
			the IBA Rules do not require
			identifying specific custodians
			and, in any case, Bolivia's
			request is compliant with Art.
			3(3)(a)(i) of the IBA Rules (as
			it contains "a description of
			each requested document
			sufficient to identify it"). The
			Documents Requested relate to
			two specific issues, <i>i.e.</i> the
			maintenance and/or condition
			of Tin Smelter's Productive
			Units during the period October
			2004 – 9 February 2007.
			Claimant's further allegation
			that the Request "does not
			-
			specify any time frame for the
			occurrence of the underlying condition or maintenance"
			should also be dismissed. As
			explained above, the Request is
			compliant with the IBA Rules
			and, in any case, it does specify
			a timeframe for the Documents
			Requested (October 2004 – 9
			February 2007). There is no
			reason why (and Claimant does
			not explain why) the Request
			should also specify a "time
			frame for the occurrence of the

		lying condition or
	maint	enance".
	Fifth,	Claimant submits that
		nding to this Request
		l be excessively
		nsome, "as it would have
	to sea	rch through a vast
	numb	er of documents to locate
	this in	formation which would
	be sca	attered across the files of
	many	individuals at Claimant
	and it	s affiliates".
	This i	s simply not believable.
	Claim	ant can easily identify the
	respon	nsive Documents by
		ing out to the individuals
		epartments who were in
		e of supervising and/or
		sing the condition and/or
		enance of the Tin
		er's Productive Units
		g Glencore's tenure of the
	Tin Si	melter.
	Sixth,	Claimant submits that
	"the t	ime and cost of producing
	[the L	Documents Requested]
	signif	cantly outweigh their
	expec	ted probatory value".
	As sta	ited in Request No. 2
	above	, it is not for Claimant but
		e Tribunal to decide the
		tive value of the
		ments Requested
		ITRAL Rules, Art. 27.4).
	-	v case, the Documents
	Reque	ested will confirm that

					significant costs and down times were expected, after the reversion date, for maintenance and repair of the Productive Units, thereby increasing future costs and limiting future production. c. <u>The Documents Requested</u> <u>are not in Bolivia's possession, custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control.	
31.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2007 that refer to the repair of any of the Tin Smelter's Productive Units, including but not limited to: a. minutes of inspections identifying Productive Unit(s) in ne ed of repair; b. communication s that d iscuss	Statement of Defence, ¶ 856; Quadrant Report, ¶¶ 107-110; SRK Report, ¶ 108; Villavicencio I, ¶¶ 32, 46-47.	The Documents Requested are relevant and material to the outcome of this dispute for the same reasons set out in Request No. 30.	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The only relevant issue for this case in relation to this request is the condition of the Tin Smelter at the date of valuation. The information and data relating to the Tin Smelter's historical performance, which is the only relevant information reflecting the condition of the Tin Smelter at that date, is	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007. Bolivia notes that Claimant has not denied the existence of the Documents Requested. Claimant's objections to the Request are misplaced for the following reasons:	Request granted with limitation put forward by Respondent.

 1	41 14			
	the ne ed t o		already on the record of this	a. <u>The Documents Requested</u>
	repair any of the		arbitration (CLEX-011-1,	are relevant to the case and
	Productive		CLEX-011-2, CLEX-011-3,	material to its outcome
	Units;		CLEX-017, RPA-18,	First, Claimant alleges that
с.	assessments o f		RPA-19, RPA-20, RPA-21,	"[t] he only relevant issue for
0.	the i mpact t hat		RPA-53 , R-68). Thus, the	this case in relation to this
	not r epairing		Requested Documents are	request is the condition of the
	any P roductive		irrelevant and immaterial to	Tin Smelter at the date of
	•		the outcome of this arbitration.	Č Č
	Unit could have			valuation" (emphasis added).
	int heT in		Bolivia also fails to articulate	Claimant provides no support
	Smelter's		how Documents relating to the	whatsoever for this allegation.
	operations; and		months in 2004 and 2007	It also does not explain why
d.	repair reports.		during which the Vinto Tin	Documents pertaining to the
	1 1		Smelter was <u>not</u> under	historical repair of the Tin
			Claimant's ownership	Smelter's Productive Units
			(namely, January to	would be irrelevant (in fact,
			September 2004, and February	under Claimant's own case,
			to December 2007), could	these documents would be
			possibly support its allegation	relevant to understand the
			that "Vinto itself – <u>under the</u>	condition of the Tin Smelter's
			management and control of	Productive Units as of the date
			<u>Claimant</u> – understood that	of valuation).
			increasing processing	
			capacity would require	The Documents Requested
			additional and significant	(which pertain to the repair of
			capital investments."	the Tin Smelter's Productive
			(h) D-lini-'- D-mont 21	Units during Glencore's control
			(b) <u>Bolivia's Request 31 as a</u>	of EMV) are directly relevant
			whole is excessively broad	to assess the future costs and
			and fails to identify a "narrow	processing capacities of the Tin
			and specific category of	Smelter. As explained by
			Documents that are reasonably	Quadrant, "[t]he purpose of
			believed to exist," as required	requiring historical data for
			by Article 3.3(a) of the IBA	the implementation of a DCF
			Rules.	analysis is to provide a more
			Request 31 is excessively	reliable source of information
			broad in scope, seeking	for projecting future cash
			orout in scope, seeking	jor projecting jutare cash

		Documents that refer to the	flows" (¶ 47). Claimant's own
		repair of the Tin Smelter's	economic expert has relied on
		Productive Units "including	historical data (<i>e.g.</i> , 2005-2006
		but not limited" to Documents	data) to make cost and
		falling in the specifically	production projections for the
		enumerated categories of	Vinto Tin Smelter (see CLEX-
		paragraphs (a)-(d). It seeks	2, tabs "Production" and
		Documents broadly "prepared	"OPEX").
		and/or reviewed by" the	Second, Claimant alleges that
		Glencore Group as a whole, in	<i>"the only relevant information</i>
		addition to Vinto and Sinchi	reflecting the condition of the
		Wayra over a period of 4	<i>Tin Smelter at [the date of</i>
		years, 13 to 17 years ago, and	valuation]" (emphasis added)
		it does not specify any time	would already be in the record.
		frame for the occurrence of	would alleady be in the record.
		the underlying repair events. It	<u>One</u> , the fact that some
		does so without identifying	Documents may not be relevant
		any particular custodians. The	for Claimant's case does not
		"Glencore Group," as defined	mean they are not relevant for
		by Bolivia, comprises over	Bolivia's case. Bolivia clearly
		200 entities around the world.	explained in the justification
		Moreover, the definition of	for this request why the
		"Documents" provided by	Documents Requested are
		Bolivia is extremely broad and	relevant to its case. Claimant
		covers "all forms of written	has not disputed such
		communications and	justification. In addition to
		Correspondence, including,"	what was said above, the
		to provide only a few	Documents Requested will
		examples, "emails, notes, .	demonstrate that "in the
		contracts, agreements,	ordinary course of business,
		drawings, graphs, charts,	Vinto itself – under the
		photographs, phono records,	management and control of
		and data compilations."	Claimant – understood that
		Claimant notas that it as min-1	significant costs and down
		Claimant notes that it acquired	times were expected for repair
		the ownership of the Tin	of the Productive Units,
		Smelter in October 2004, and	thereby increasing future costs
		lost control thereof on 9	

February 2007 when it was expropriated and the Bolivian army took over its premises. Bolivia has failed to articulate how Documents for the period from January to September 2004 and from February 2007 to December 2007 could possibly support its allegation that "Vinto itself – <u>under the</u> <u>management and control of</u> <u>Claimant</u> – understood that significant costs and down times were expected for maintenance and repair of the	 Smelter's costs and processing forecasts". <u>Two</u>, for the same reasons stated in Request No. 30 above, the information sought by Bolivia pursuant to this Request is not on the record. b. <u>Bolivia's request is narrow and specific</u>
September 2004, and from February 2007 to December 2007, during which the Tin Smelter was not under Claimant's ownership. Responding to this request would therefore be excessively burdensome for Claimant as it would have to search through a vast number of documents to locate this information which would be scattered across the files of many individuals at Claimant and its affiliates. The time and	categories" (emphasis added).Claimant's objection is inconsistent with its own requests, as Claimant has used the expression "included but not limited to" in 4 out of its 12 requests (i.e., in 33.3% of its requests).Second, Claimant argues that the Request would be "excessively broad" because it seeks Documents "over a period of 4 years, 13 to 17 years ago."

cost of producing them significantly outweigh their expected probatory value, especially in light of the fact that Bolivia has failed to establish the relevance and materiality of the requested documents.Besides the basic arithmetical error (the period 2004-2007 was not "13 to 17 years ago"), this objection has no merit in the present arbitration since the period in which the Tin Smelter was controlled by Glencore was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's use of an asylained in Claimant's reasoned objections to Request 27, this request pertains to documents that were kept in the Tin Smelter, wiolating Bolivia's use of an ample definition of the term "Documents", and (ii) the request dord reviewed by "Documents", and (ii) the request dord reviewed by "Documents", and (ii) the request dord or reviewed by "Documents", and (ii) the request dord or reviewed by "Documents", and (ii) the request dord or reviewed by "Documents" prepared and/or reviewed by "The Glencore Group","
expected probatory value, especially in light of the fact that Bolivia has failed to establish the relevance and materiality of the requested documents.was not " <i>i 3 to 17 years ago</i> "), this objection has no merit in the present arbitration since the period in which the Tin Smelter was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's use of an ample definition of the term "Documents", and (ii) the requirements preparid and/or reviewed by
Image: stabilistic stabili
establish the relevance and materiality of the requested documents.period in which the Tin Smelter was controlled by Glencore was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would exast related to the Tin Smelter violating Bolivia's possession, custody, of the IBA Rules.period in which the Tin Smelter was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's due process.As explained in Claimant's reasoned objections to Request 27, this request pertains to documents that were kept in the Tin Smelter's files and over which Bolivia would have access by reason of having expropriated it.Third, Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term "Documents", and (ii) the request for Documents preared and/or reviewed by
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documents.(c) Eurthermore, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contray to the requirements of Article 3.3(c) of the IBA Rules.was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's due process.As explained in Claimant's reasoned objections to Request 27, this request pertains to documents that were kept in the Tin Smelter's files and over which Bolivia would have access by reason of having expropriated it.Third, Claimant argues that the Request of the term "Documents", and (ii) the request for Documents
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see also EO-14, p 28, Requests No. 1 and 3 above,
Villavicencio I, ¶ 14). By these objections are misplaced
contrast, Claimant lost control and unwarranted.
of the Tin Smelter on 9 Fourth, Claimant criticizes
February 2007, when it was Bolivia for failing to identify
expropriated and Bolivia took the custodians of the
over its premises through the Documents Requested. As
intervention of its army. stated in Request No. 1 above,
The documents requested by the IBA Rules do not require
Bolivia are therefore plainly identifying specific custodians

		within its possession, custody	and, in any case, Bolivia's
		and control.	request is compliant with Art.
			3(3)(a)(i) of the IBA Rules (as
			it contains " <i>a description of</i>
			each requested document
			sufficient to identify it"). The
			Documents Requested relate to
			an specific issue, <i>i.e.</i> the repair
			of the Tin Smelter's Productive
			Units during the period October
			2004 - 9 February 2007.
			2004 - 9 redruary 2007.
			Claimant's further allegation
			that the Request "does not
			specify any time frame for the
			occurrence of the underlying
			repair events" should also be
			dismissed. As explained
			above, the Request is compliant
			with the IBA Rules and, in any
			case, it does specify a
			timeframe for the Documents
			Requested (October 2004 – 9
			February 2007). There is no
			reason why (and Claimant does
			not explain why) the Request
			should also specify a "time
			frame for the occurrence of the
			underlying repair events".
			Fifth, Claimant submits that
			responding to this Request
			would be excessively
			burdensome, "as it would have
			to search through a vast
			number of documents to locate
			this information which would
			be scattered across the files of
			de seunereu ucross me jues oj

		many individuals at Claimant	
		and its affiliates".	
		This is simply not believable.	
		Claimant can easily identify the	
		responsive Documents by	
		reaching out to the individuals	
		and departments who were in	
		charge of supervising and/or	
		carrying out the repair of the	
		Tin Smelter's Productive Units	
		during Glencore's tenure of the	
		Tin Smelter.	
		Sixth, Claimant submits that	
		<i>"the time and cost of producing</i>	
		[the Documents Requested]	
		significantly outweigh their	
		expected probatory value".	
		As stated in Request No. 2	
		above, it is not for Claimant but	
		for the Tribunal to decide the	
		probative value of the	
		Documents Requested	
		(UNCITRAL Rules, Art. 27.4).	
		In any case, the Documents	
		Requested will confirm that	
		significant costs and down	
		times were expected, after the	
		reversion date, for repair of the	
		Productive Units, thereby	
		increasing future costs and	
		limiting future production.	
		c. <u>The Documents Requested</u>	
		are not in Bolivia's possession,	
		<u>custody or control</u>	

					For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control.	
32.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2007 detailing the amounts spent (i) to perform preventive maintenance, (ii) to perform corrective maintenance and (iii) to repair any of the Tin Smelter's Productive Units.	Statement of Defence, ¶ 856; Quadrant Report, ¶¶ 107-110; SRK Report, ¶ 108; Villavicencio I, ¶¶ 32, 46-47.	The Documents Requested are relevant and material to the outcome of this dispute for the same reasons set out in Request No. 30.	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The only relevant issue for this case in relation to this request is the condition of the Tin Smelter at the date of valuation. The information and data relating to the Tin Smelter's historical performance, which is the only relevant information reflecting the condition of the Tin Smelter at that date, is already on the record of this arbitration (CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20, RPA-21, RPA-53, R-68). Thus, the Requested Documents are irrelevant and immaterial to the outcome of this arbitration.	Bolivia moves to compel the production of the DocumentsRequested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007.Bolivia notes that Claimant has not denied the existence of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant alleges that "[t]he only relevant issue for this case in relation to this request is the condition of the Tin Smelter at the date of valuation" (emphasis added).Claimant provides no support whatsoever for this allegation.	Request granted with limitation put forward by Respondent.

	 Bolivia also fails to articulate how Documents relating to the months in 2004 and 2007 during which the Vinto Tin Smelter was <u>not</u> under Claimant's ownership (namely, January to September 2004, and February to December 2007), could possibly support its allegation that "Vinto itself – <u>under the</u> <u>management and control of</u> <u>Claimant</u> – understood that increasing processing capacity would require additional and significant capital investments." (b) <u>Bolivia's Request 32 as a</u> whole is excessively broad and fails to identify a "narrow 	It also does not explain why Documents pertaining to the amounts spent on the maintenance and/or repair of the Tin Smelter's Productive Units would be irrelevant (in fact, under Claimant's own case, these documents would be relevant to better understand the condition of the Tin Smelter's Productive Units as of the date of valuation). The Documents Requested (which pertain to the amounts spent on the maintenance and/or repair of the Tin Smelter's Productive Units during Glencore's control of EMV) are directly relevant to assess the future costs and
	whole is excessively broad	during Glencore's control of EMV) are directly relevant to

		 reviewed by" the Glencore Group as a whole, in addition to Vinto and Sinchi Wayra, over the course of 4 years occurring 13 to 17 years ago. It does so without identifying any particular custodians or time frame for the occurrence of the underlying maintenance/repair events. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of "<i>Documents</i>" provided by Bolivia is extremely broad and covers <i>"all forms of written</i> <i>communications and</i> <i>Correspondence, including,</i>" to provide only a few examples, "<i>emails</i>, notes, . contracts, agreements, drawings, graphs, charts, photographs, phono records, and data compilations." Claimant notes that it acquired the ownership of the Tin Smelter as of October 2004, and lost control thereof on 9 February 2007, when it was expropriated and the Bolivian army took over its premises. Bolivia has failed to articulate how Documents for the period from January to September 2004 and from February 2007 	Second, Claimant alleges that "the only relevant information reflecting the condition of the Tin Smelter at [the date of valuation]" (emphasis added) would already be in the record. <u>One</u> , the fact that some Documents may not be relevant for Claimant's case does not mean they are not relevant for Bolivia's case. Bolivia clearly explained in the justification for this request why the Documents Requested are relevant to its case. Claimant has not disputed such justification. In addition to what was said above, the Documents Requested will demonstrate that "in the ordinary course of business, Vinto itself – under the management and control of Claimant – understood that significant costs and down times were expected for maintenance and/or repair of the Productive Units, thereby increasing future costs and limiting future production", and thus will "vindicate Respondent's experts' assessment of the Tim Smelter's costs and processing forecasts".
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		to December 2007 could	<u>Two</u> , for the same reasons
		possibly support its allegation	stated in Request No. 30 above,
		that "Vinto itself – <u>under the</u>	the information sought by
		management and control of	Bolivia pursuant to this
		<u>Claimant</u> – understood that	Request is not on the record.
		significant costs and down	b. Bolivia's request is narrow
		times were expected for	and specific
		maintenance and repair of the	
		Productive Units, thereby	First, Claimant argues that the
		increasing future costs and	Request would be "excessively
		limiting future production."	broad" as it seeks "Documents
		Thus, Request 32 as a whole is	that refer the [sic] preventive
		overbroad because it seeks	and corrective maintenance, as
		Documents for the periods	well as the repair, of the Tin
		from January 2004 to	Smelter's Productive Units".
		September 2004, and from	Claimant's objection is not
		February 2007 to December	only unsupported, but also
		2007, during which the Tin	false: Bolivia is not requesting
		Smelter was not under	"Documents that refer the [sic]
		Claimant's ownership.	preventive and corrective
		Responding to this request	maintenance, as well as the
		would therefore be	<i>repair</i> ", but rather Documents
		excessively burdensome for	that detail the amounts spent in
		Claimant as it would have to	preventive maintenance,
		search through a vast number	corrective maintenance and
		of documents to locate this	repair of the Tin Smelter's
		information which would be	Productive Units. Bolivia's
		scattered across the files of	Request is very narrow.
		many individuals at Claimant	
		and its affiliates. The time and	Second, Claimant argues that
		cost of producing them	the Request would be
		significantly outweigh their	"excessively broad" because it
		expected probatory value,	seeks Documents "over a
		especially in light of the fact	period of 4 years, 13 to 17
		that Bolivia has failed to	years ago."
		establish the relevance and	Besides the basic arithmetical
			error (the period 2004-2007
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As explained in Claimant's reasoned objections to Request 72, this request pertains to documents that were kept in the Tin Smeller's files and over which Bolivia would have access by reason of having expropriated it. Similar documents introduced into the record by Bolivia confirm as much (R-68, R-60; see also EO-14, p. 28, Villavicencio 1, ¶ 14). By contrast, Claimant lost control of the Tin Smeller on 9Third, Claimant argues that the Request related to the Tin Smeller, violating Bolivia's due process.The documents introduced into the record by Bolivia confirm as much (R-68, R-60; see also EO-14, p. 28, Villavicencio 1, ¶ 14). By contrast, Claimant lost controlFor the same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and unwarrated.For the Same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and control.Fourth, Claimant rejuices Bolivia for failing to identify the custodians and, in any case, Bolivia's		of the IBA Rules.	(and were submitted by
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the IBA Rules do not require identifying specific custodians and, in any case, Bolivia's		within its possession, custody	Documents Requested. As
identifying specific custodians and, in any case, Bolivia's		and control.	stated in Request No. 1 above,
identifying specific custodians and, in any case, Bolivia's			the IBA Rules do not require
and, in any case, Bolivia's			-
			request is compliant with Art.

		2(2)()(1) (1) IDA D 1 (
		3(3)(a)(i) of the IBA Rules (as
		it contains "a description of
		each requested document
		sufficient to identify it"). The
		Documents Requested relate to
		a very specific issue, <i>i.e.</i> the
		amounts spent on maintenance
		and repair of the Tin Smelter's
		Productive Units during the
		period October 2004 – 9
		February 2007.
		Claimant's further allegation
		that the Request "does not
		specify any time frame for the
		occurrence of the underlying
		maintenance/repair events"
		should also be dismissed. As
		explained above, the Request is
		compliant with the IBA Rules
		and, in any case, it does specify
		a timeframe for the Documents
		Requested (October 2004 – 9
		February 2007). There is no
		reason why (and Claimant does
		not explain why) the Request
		should also specify a "time
		frame for the occurrence of the
		underlying maintenance/repair
		events".
		Fifth, Claimant submits that
		responding to this Request
		would be excessively
		burdensome, "as it would have
		to search through a vast
		number of documents to locate
		this information which would
		this information which would

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		be scattered across the files of
		many individuals at Claimant
		and its affiliates".
		This is simply not believable.
		The Documents Requested
		(<i>i.e.</i> , Documents detailing the
		amounts spent on the
		maintenance / repair of the Tin
		Smelter's Productive Units)
		must be kept by Glencore's
		accounting department or
		equivalent, and Claimant can
		thus easily access them by
		reaching out to said
		department.
		Sixth, Claimant submits that
		"the time and cost of producing
		[the Documents Requested]
		significantly outweigh their
		expected probatory value".
		As stated in Request No. 2
		above, it is not for Claimant but
		for the Tribunal to decide the
		probative value of the
		Documents Requested
		(UNCITRAL Rules, Art. 27.4).
		In any case, the Documents
		Requested will confirm that
		significant costs and down
		times were expected, after the
		reversion date, for maintenance
		and repair of the Productive
		Units, thereby increasing future
		costs and limiting future
		production.

					c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request N o. 27 above, t he Documents R equested a re not in Bolivia's possession, custody or control.	
33.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group reporting Vinto's general and administrative expenses (G&A) for the period 2004-2007, including but not limited to a detailed list of these costs.	Statement of Defence, ¶ 876; Quadrant Report, ¶ 47 and 111; Compass Lexecon Report, ¶ 85.	Based on the average of 2005 and 2006 G&A expenses, Quadrant assumes in its DCF analysis that the Mine's G&A expenses will amount to US \$ 507,819 per year from 2007 until the end of the Vinto Tin Smelter's productive life (Quadrant Report, ¶ 111). The Documents Requested are relevant to demonstrate that Respondent's experts' projections for G&A expenses are reasonable and consistent with Vinto's historical record. Furthermore, as explained by Quadrant, "[t] he purpose of requiring historical data for the implementation of a DCF analysis is to provide a more reliable source of information for projecting future cash flows" (¶ 47). The Documents Requested are material to the outcome of the case, as they will demonstrate that (i) Respondent's experts'	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are immaterial to the outcome</u> <u>of this arbitration</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. Request 33 is duplicative. As explained in relation to Request 27, above, the relevant historical performance data for the Vinto Tin Smelter is already on the record as Exhibits CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20, RPA-21 . Documents prepared and/or Sinchi Wayra and/or the Glencore Group, beyond those already on the record of this arbitration, are not material to the outcome of this arbitration. Thus, Request 33	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007. Bolivia notes that Claimant has not disputed the relevance of the Documents Requested nor denied their existence. Claimant's objections to the Request are misplaced for the following reasons: a. <u>The Documents Requested are material to the outcome of the case</u> Claimant alleges that the Documents Requested would contain information that is	Request granted with limitation put forward by Respondent.

projections for G&A expenses for the Tin Smelter are correct, and (ii) the G&A expenses projections used by Claimant's experts cannot be relied upon to calculate any compensation in this case and, as a result, Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	seeks Documents that are not material to the outcome of the arbitration. (b) <u>Bolivia's Request 33 is</u> <u>excessively broad and fails to</u> <u>identify a "narrow and specific</u> <u> category of Documents</u> <u>that are reasonably believed to</u> <u>exist</u> ," as required by Article 3.3(a) of the IBA Rules. Request 33 is excessively broad in scope, as it seeks Documents relating to events that occurred in a period of 4 years, 13 to 17 years ago, that were broadly "prepared and/or reviewed by" the Glencore Group as a whole, in addition to Vinto and Sinchi Wayra. It does so without identifying any particular custodians or time frame as to when the preparation and/or review of the Requested Documents should have occurred. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world. Moreover, the definition of	duplicative of information already in the record.One, Bolivia notes that exhibitsCLEX-011-1 and RPA-19 are identical, as are CLEX-011-2 and RPA-20, and CLEX-011-3 and RPA-21.Claimant disingenuously cites several exhibits in an attempt to create the impression that many documents in the record would contain information pertaining to Vinto's general and administrative expenses.Two, while Claimant has the burden to prove that the Documents Requested would contain information that is duplicative of information already in the record, Claimant has not satisfied this burden. Claimant's "demonstration" is limited to making reference to several exhibits, without even specifying the pages allegedly containing the duplicative information. This is enough to dismiss Claimant's objection.
	any particular custodians or time frame as to when the preparation and/or review of the Requested Documents should have occurred. The "Glencore Group," as defined by Bolivia, comprises over 200 entities around the world.	already in the record, Claimant has not satisfied this burden. Claimant's "demonstration" is limited to making reference to several exhibits, without even specifying the pages allegedly containing the duplicative information. This is enough to
	Moreover, the definition of "Documents" provided by Bolivia is extremely broad and covers "all forms of written communications and Correspondence, including," to provide only a few examples, "emails, notes, .	In any event, Bolivia has reviewed the exhibits referred to by Claimant and confirms they do not contain the information requested. While Bolivia acknowledges that the two Sinchi Wayra

<u> т</u>			an and the man and a side of the
		contracts, agreements,	monthly reports cited by
		drawings, graphs, charts,	Claimant contain information
		photographs, phono records,	that <u>may</u> be also found in the
		and data compilations."	Documents Requested (<i>i.e.</i> , an
		Claimant notes that it acquired	indication of the G&A general
		the ownership of the Tin	figure for 2005 and 2006 – see
		Smelter as of October 2004,	CLEX-011-2, p. 4, CLEX-
		and lost control thereof on 9	011-3 , p. 15), these exhibits do
		February 2007 when it was	not contain a "detailed list of
		expropriated and the Bolivian	these costs" and Claimant has
		army took over its premises.	not confirmed whether these
		Bolivia has failed to articulate	are all the Documents that exist
		how Documents for the period	"reporting Vinto's general and
		from January to September	administrative expenses"
		• •	Second Claimant's chipation to
		2004 and from February 2007 to December 2007 could	Second, Claimant's objection to
			the materiality of the
		possibly support its allegation	Documents Requested is
		that "Vinto itself – <u>under the</u>	inconsistent with Claimant's
		management and control of	own behaviour. Indeed,
		$\underline{Claimant}$ – understood that	Claimant itself has added to the
		significant costs and down	record of this case exhibits that
		times were expected for	contain a general indication of
		maintenance and repair of the	Vinto's G&A expenses
		Productive Units, thereby	(CLEX-011-2, p. 4, CLEX-
		increasing future costs and	011-3 , p. 15), thus confirming
		limiting future production."	the materiality of the
		Thus, Request 33 as a whole is	Documents Requested.
		overbroad because it seeks	Claimant does not get to
		Documents for the periods	choose what Documents are
		from January 2004 to	reviewed by Bolivia's experts.
		September 2004, and from	This is for Bolivia's experts to
		February 2007 to December	decide.
		2007, during which the Tin	
		Smelter was not under	b. <u>Bolivia's request is narrow</u>
			and specific
		Claimant's ownership.	
		Claimant's ownership.	<i>First</i> , Claimant argues that the

	would therefore be excessively burdensome for Claimant as it would have to search through a vast number of documents to locate this information which would be scattered across the files of many individuals at Claimant and its affiliates. The time and cost of producing them significantly outweigh their expected probatory value, especially in light of the fact that Bolivia has failed to bestablish the relevance and materiality of the requested documents.Descent documents the requirements of Article 3.3(c) of the IBA Rules.Se(c) Furthermore, the request requirements of Article 3.3(c) of the IBA Rules.Se(c) and the BA Rules.the requirements that are of the request and the reasoned objections to are and over which Bolivia would have access by reason of having expropriated it.	<i>road</i> " because it seeks bocuments " <i>over a period of 4</i> <i>ears, 13 to 17 years ago.</i> " Besides the basic arithmetical rror (the period 2004-2007 /as not " <i>13 to 17 years ago</i> "), his objection has no merit in he present arbitration since the eriod in which EMV was ontrolled by Glencore was, recisely, 12 to 15 years ago. Most Documents on the record hat pertain to EMV are from his period (and were submitted y Claimant). Accepting this bjection would essentially lock all Requests related to MV and the Tin Smelter, iolating Bolivia's due process. <i>econd</i> , Claimant criticizes bolivia for failing to identify he custodians of the Documents Requested. As tated in Request No. 1 above, he IBA Rules do not require dentifying specific custodians ind, in any case, Bolivia's equest is compliant with Art. (3)(a)(i) of the IBA Rules (as contains " <i>a description of</i> <i>ach requested document</i> <i>ufficient to identify it</i> "). heeded, Bolivia has clearly lentified the Documents that it a seeking to obtain through
	-	his Request, as they refer to

	see also EO-14, p 28, Villavicencio I, ¶ 14). By contrast, Claimant lost control of the Tin Smelter on 9 February 2007, when it was expropriated and Bolivia took over its premises through the intervention of its army. The documents requested by Bolivia are therefore plainly within its possession, custody and control.	Vinto's general and administrative expenses.Furthermore, while the IBA Rules do not require that a request for documents sets a timeframe, Bolivia has indeed set one for this Request (October 2004 – 9 February 2007). Claimant does not explain why Bolivia should have also indicated a timeframe "as to when the preparation and/or review of the Requested Documents should have occurred".Third, Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term "Documents", and (ii) the request for Documents prepared and/or reviewed by "the Glencore Group".For the same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and unwarranted.Fourth, Claimant submits that responding to this Request would be excessively burdensome, "as it would have to search through a vast
		number of documents to locate this information which would be scattered across the files of

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	many individuals at Claimant
	and its affiliates".
	This is simply not believable.
	Detailed information on
	general and administrative
	expenses are kept by all
	companies and enterprises,
	regardless of their size. Thus,
	it suffices for Glencore to reach
	out to the relevant department
	to access the Documents
	Requested. Furthermore, the
	Documents Requested were
	produced by Glencore in the
	ordinary course of business and
	used to prepare budgets,
	business and financial plans,
	among many others, so they
	should be readily available.
	Fifth, Claimant submits that
	"the time and cost of producing
	[the Documents Requested]
	significantly outweigh their
	expected probatory value".
	As stated in Request No. 2
	above, it is not for Claimant but
	for the Tribunal to decide the
	probative value of the
	Documents Requested
	(UNCITRAL Rules, Art. 27.4).
	In any case, the Documents
	Requested will confirm that
	Respondent's experts'
	projections for G&A expenses
	for the Tin Smelter are correct.

					 c. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control. 	
34.	The Documents prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group up to 2007 that project Vinto's OPEX and/or CAPEX costs for any period of time between 2007 and 2026.	Statement of Defence, ¶¶ 873- 876; Quadrant Report, ¶¶ 109-111; SRK Report, ¶¶ 100, 103; Statement of Claim, ¶ 261; Compass Lexecon Report, ¶ 85; RPA Report, ¶ 172.	The Documents Requested are relevant to demonstrate that Claimant's contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about Vinto's future OPEX and CAPEX costs are consistent with the projections by Respondent's experts and, in turn, establish the lack of reasonability of Claimant's experts' forecasts (which assume "that only US\$ 800,000 per year will be spent, as sustaining capital [<i>i.e.</i> , OPEX], in the Tin Smelter" (Statement of Defence, ¶ 873; Villavicencio, ¶86) and do not consider any expansion investment to reach the 30,000 tonnes per year processing levels assumed (Quadrant Report, ¶ 108)). The Documents Requested are material to the outcome of the case, as they will demonstrate that (i) Respondent's experts' CAPEX and OPEX estimates	Claimant objects to this request for the following three reasons: (a) The Requested Documents are irrelevant to this case and immaterial to its outcome, and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. The record of this arbitration already contains all relevant information regarding the OPEX and CAPEX projections on which Claimant's experts rely (RPA Report, ¶¶ 172-173, 194-204; Compass Lexecon Report, ¶¶ 79, 80-85; CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, CLEX-030, RPA-18, RPA-19, RPA-20, RPA-21). Thus, Request 34 seeks Documents that are irrelevant and immaterial, based on Bolivia's wishful speculation that such data would support Bolivia's	Bolivia moves to compel the production of the DocumentsRequested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to Documents prepared and/or reviewed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007.Bolivia notes that Claimant has not denied the existence of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons: a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant objects to producing the Documents Requested on the basis that they would not be relevant to Claimant's case ("[t]he record	Request granted with limitation put forward by Respondent.

	I	
are correct, and (ii) the CAPEX	experts. Such a fishing	of this arbitration already
and OPEX assumed by	expedition is not allowed	contains all relevant
Claimant's experts cannot be	under the IBA Rules.	information regarding the
relied upon to calculate any	Moreover, As explained in	OPEX and CAPEX projections
compensation in this case and,	relation to Request 29, above,	on which Claimant's experts
as a result, Claimant's valuation	Claimant's experts' forecasted	<u>rely</u> ") (emphasis added).
is flawed.	production for the Vinto Tin	The fact that some Documents
Bolivia reasonably believes that	Smelter are based on the Tin	may not be relevant for
the Documents Requested exist	Smelter's existing capacity	Claimant's case does not mean
and are in the possession,	and infrastructure (SoC, ¶ 259;	they are not relevant for
custody or control of Claimant.	Compass Lexecon Report, ¶	Bolivia's case. This does not
	79; RPA Report, ¶¶ 159, 195),	mean either that Bolivia's
	without any need for	Request amounts to a fishing
	"expansion investment". Thus,	expedition.
	Bolivia has failed to provide a	Bolivia clearly explained in the
	justification for its request for	justification for this request
	Documents relating to	why the Documents Requested
	CAPEX by reference to any	are relevant to its case. As
	issues in dispute in this	
	arbitration.	explained above, the
	Thus the Degree 1	Documents Requested will confirm that " <i>Claimant's</i>
	Thus, the Requested	
	Documents are irrelevant and	contemporaneous (i.e., as of the time of the reversion)
	immaterial to the outcome of	the time of the reversion)
	this arbitration.	expectations about Vinto's
	(b) <u>Request 34 is excessively</u>	future OPEX and CAPEX costs
	broad and fails to identify a	are consistent with the
	"narrow and specific	projections by Respondent's
	category of Documents that	experts and, in turn, establish
	are reasonably believed to	the lack of reasonability of
	exist," as required by Article	Claimant's experts' forecasts".
	$\overline{3.3(a)}$ of the IBA Rules.	Second, Claimant objects to
	Bolivia's request seeks a	this Request alleging that its
	category of documents	experts' forecasts "are based
	"prepared and/or reviewed"	on the Tin Smelter's <u>existing</u>
	"up to 2007" making	capacity and infrastructure
	1 0	[], <u>without any need for</u>
	projections for "any period of	- •

winhout establishing a temport limit as required by Article 3.3(a) of the IBA Rules. It goes without stablishing a that complying with such a broad and temporally indeferminute request would also be excessively burdensome.Cemphasis added).Request 34 is also excessively burdensome.Cempase Lexcessively compase Lexcessively burdensome.Compase Lexcessively this view, agging that large mised main score because it seeks, broadly, Document and/or reviewed by the Glencore Group as a whole, in addition to Vince ensisted and/or reviewed by the Glencore Group, "as defined by Bolivia comprises over 200 entities provided by Bolivia is exarrendy broad and corvers' "the definition of "Documents" comprises view 2100 entities comprises view 2100 entities contemporaneous (i.e., as of the date of the reversion) ecuretion is prevised by Bolivia is ecuremely broad and corvers' "the definition of "Documents" contamines of written commutications and Correspondence, including this Trobunal cannot (catinant's objection, and should not) do.Edivid is request is narrow and specific compliatons." read that compliatons." Responding to this request would herefore beEdivid is request is narrow and data compliatons." making regrest charts, provided by Bolivia is recessively bundensome? Since it seeks alouments prepared and data compliatons."Edivid is request is narrow and data compliatons." making projections for "nony period of lime between 2007 making projections for "nony period of lime between 2007 making projections for "nony period of lime between 2007 making projections for "nony period of lime between 2007 m			time between 2007 and 2026"	expansion investment"
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<u> </u>	excessively burdensome for	One, in the spirit of
	Claimant as it would have to	cooperation, Bolivia has
	search through a vast number	narrowed down its Request to
	of documents to locate this	Documents prepared and/or
	information which would be	reviewed between October
	scattered across the files of	2004 and 9 February 2007 (<i>i.e.</i> ,
	many individuals at Claimant	Glencore's tenure of the Tin
	and its affiliates. The time and	Smelter).
	cost of producing them	Two, relatedly, it cannot be
	significantly outweigh their	"excessively burdensome" to
	expected probatory value,	produce Documents pertaining
	especially in light of the fact	to a period spanning less than 2
	that Bolivia has failed to	$\frac{1}{2}$ years, especially when the
	establish the relevance and	Documents Requested (<i>i.e.</i> ,
	materiality of the requested	projections of Vinto's OPEX
	documents.	and/or CAPEX costs) are
	(c) <u>Furthermore</u> , the request	prepared and used by Glencore
	seeks Documents that are, or	in the ordinary course of
	would reasonably be, in	business. These Documents
	Bolivia's possession, custody,	should be readily available.
	<u>or control</u> , contrary to the	
	requirements of Article 3.3(c)	Second, Claimant criticizes
	of the IBA Rules.	Bolivia for failing to identify
		the custodians of the
	As explained in Claimant's	Documents Requested. As
	reasoned objections to	stated in Request No. 1 above,
	Request 27, this request	the IBA Rules do not require
	pertains to documents that	identifying specific custodians
	were kept in the Tin Smelter's	and, in any case, Bolivia's
	files and over which Bolivia	request is compliant with Art.
	would have access by reason	3(3)(a)(i) of the IBA Rules (as
	of having expropriated it (see	it contains "a description of
	EO-14, p 28; Villavicencio I,	each requested document
	¶ 14). By contrast, Claimant	sufficient to identify it").
	lost control of the Tin Smelter	Indeed, the Request specifies
		Indeed, the Request specifies that Bolivia is seeking

	[]		· · · ·
		took over its premises through	Documents that project Vinto's
		the intervention of its army.	OPEX and/or CAPEX costs.
		The documents requested by	Third, Claimant argues that the
		Bolivia are therefore plainly	Request would be too broad, as
		within its possession, custody	shown by (i) Bolivia's use of
		and control.	an ample definition of the term
			"Documents", and (ii) the
			request for Documents
			prepared and/or reviewed by
			"the Glencore Group".
			For the same reasons stated in
			Requests No. 1 and 3 above,
			these objections are misplaced
			and unwarranted.
			Fourth, Claimant submits that
			responding to this Request
			would be excessively
			burdensome, " <i>as it would have</i>
			to search through a vast
			number of documents to locate
			this information which would
			be scattered across the files of
			many individuals at Claimant
			and its affiliates".
			In light of the specificity of the
			Documents Requested (<i>i.e.</i> ,
			projections for the Tin
			Smelter's CAPEX and OPEX)
			and the fact that these
			projections are prepared and used in the ordinary course of
			business (<i>inter alia</i> , to prepare
			budgets, business and financial
			plans, reports for management
			and investors), the Documents
			and investors), the Documents

					Requested should be readily available and easy to access. <i>Fifth</i> , Claimant submits that "the time and cost of producing [the Documents Requested] significantly outweigh their expected probatory value". As stated in Request No. 2 above, it is not for Claimant but for the Tribunal to decide the probative value of the Documents Requested (UNCITRAL Rules, Art. 27.4). In any case, the Documents Requested will confirm that Respondent's experts' CAPEX and OPEX estimates are correct. c. <u>The Documents Requested</u> <u>are not in Bolivia's possession, custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control.	
35.	The contracts signed during the period 2004-2007 for Vinto's acquisition of tin concentrates from the Cooperativas and/or the Huanuni Mine, as well as (i) the invoices and payments	Statement of Defence, ¶ 875; Quadrant Report, ¶¶ 113-115; SRK Report, ¶ 98; Villavicencio I, ¶ 16; Statement of Claim, ¶ 260;	The Parties agree that "Vinto processed tin concentrates from a variety of sources, including the Huanuni mine, the Colquiri mine and various Cooperatives" (Quadrant Report, ¶ 115; RPA Report, ¶ 158).	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to the period October 2004 (when Glencore acquired control of	Request granted with limitation put forward by Respondent.

corresponding to	Compass Lexecon	As explained by Quadrant,	pursuant to Article 9.2(a) of	the Tin Smelter) and 9
supplies under each of	Report, ¶ 82.	"Compass Lexecon bases its [tin	the IBA Rules.	February 2007.
1 0	-	"Compass Lexecon bases its [tin concentrate price forecasts] on the provisions of a single contract between Vinto and Colquiri []" signed on March 2017 (CLEX-31) (Quadrant Report, ¶ 115). The relevance and materiality of the Documents Requested should not be in dispute given that, as indicated above, Compass Lexecon had relied on, at least, one tin concentrate purchase contract (CLEX-31) signed by Vinto to prepare its Report. In any case, the Documents Requested are relevant and necessary to enable Respondent's experts to (i) assess the full historical record and ascertain relevant operational metrics (such as concentrates prices) – "[t]he purpose of requiring historical data for the implementation of a DCF analysis is to provide a more reliable source of information for projecting future cash flows" (Quadrant, ¶ 47), and (ii) prepare its own independent tin concentrate	1	February 2007.Bolivia notes that Claimant has not denied the existence of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. The Documents Requested are relevant and material to the outcome of the caseIn limine, Bolivia notes its surprise with Claimant's objections to this Request. The relevance and materiality of the Documents Requested should not be in dispute given that Claimant's own experts have relied on tin concentrate purchase contracts signed by Vinto to prepare their report. That Claimant objects to this Request simply confirms its objective to prevent Bolivia from presenting its case.First, Claimant objects to producing the Documents Requested on the basis that they would not be relevant to Claimant's case ("Compass Lexecon has submitted on the record of this arbitration all
		price forecast (so far, in the absence of the Documents Requested, Quadrant is relying	during a period of 4 years, 13 to 17 years ago, including the periods from January 2004 to September 2004, and from	record of this arbitration all the relevant documents and data <u>on which it relies</u> to reach

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on Compass Lexecon's forecast	February 2007 to December	its valuation") (emphasis
– Quadrant Report, ¶ 120).	2007, during which the Tin	added).
The Documents Requested are	Smelter was not under	One, the fact that some
material to the outcome of this	Claimant's ownership.	Documents may not be relevant
case, as they will demonstrate	Moreover, the definition of	for Claimant's case does not
that Compass Lexecon's tin	"Documents" (requested in	mean they are not relevant for
concentrate price forecast	sub-paragraph (ii) of the	Bolivia's case. Bolivia clearly
cannot be relied upon to	Request) provided by Bolivia	explained in the justification
calculate any compensation in	is extremely broad and covers	for this request why the
this case and, as a result, that		Documents Requested are
Claimant's valuation is flawed.	<i>"all forms of written communications and</i>	relevant to its case. Claimant
Claimant's valuation is flawed.		
As an independent basis for this	Correspondence, including,"	has not disputed such
request, Compass Lexecon has	to provide only a few	justification. As explained
confirmed the existence of the	examples, " <i>emails</i> , notes, .	above, the Documents
Documents Requested and that	contracts, agreements,	Requested will "enable
it has had access to them. In its	drawings, graphs, charts,	Respondent's experts to (i)
expert report, it acknowledged	photographs, phono records,	assess the full historical record
having "modele[ed] the [tin	and data compilations."	and ascertain relevant
concentrates] purchase costs	Responding to this request	operational metrics [] and
based on Vinto's existing	would therefore be	(ii) prepare its own
purchase contracts" (emphasis	excessively burdensome for	independent tin concentrate
added) (Compass Lexecon	Claimant as it would have to	price forecast".
Report, ¶ 82).	search through a vast number	Furthermore, as explained by
	of documents to locate this	Quadrant, "[t]he purpose of
Thus, consistent with \P 8.2 of	information which would be	requiring historical data for
Procedural Order No. 1,	scattered across the files of	the implementation of a DCF
Respondent's experts have the	many individuals at Claimant	analysis is to provide a more
right to review the documents	and its affiliates. The time and	reliable source of information
relied upon by Claimant's	cost of producing them	for projecting future cash
experts when performing their	significantly outweigh their	flows" (¶ 47). Claimant's own
analyses.	expected probatory value,	economic expert has relied on
For the reasons stated above,	especially in light of the fact	production and costs historical
Bolivia reasonably believes that	that Bolivia has failed to	data (<i>e.g.</i> , for 2005-2006) to
the Documents Requested exist	establish the relevance and	make projections for the Vinto
and are in the possession,	materiality of the requested	Tin Smelter (see CLEX-2, tabs
	I matchality of the reducsted	1 III SHOLE (SEC U) - 2. labs
····· ··· ··· ··· ··· ··· ··· ··· ···	documents.	"Production" and "OPEX").

custody or control of the Claimant.	Claimant also notes that, as explained in Claimant's reasoned objections to Request 2, above, Bolivia	Two, Claimant's allegation that only one contract for the purchase of tin concentrates (CLEX-031-9) would be
	 grossly mischaracterizes paragraph 8.2 of Procedural Order No 1. This provision does not give Bolivia the right to request documents on which Claimant's experts do not rely. In fact, paragraph 8.2 does not address the Parties' right to request documents in this arbitration at all. (c) Furthermore, the request seeks Documents that are, or would reasonably be, in Bolivia's possession, custody, or control, contrary to the requirements of Article 3.3(c) of the IBA Rules. 	relevant and material to this arbitration (which, coincidentally, was signed by two entities of the Glencore Group) is preposterous. It is not in dispute that Vinto purchased concentrates from sources other than Colquiri ("[t]he Tin Smelter processes various concentrates from not only the Colquiri Mine, but also from other mines and cooperatives" – Compass Lexecon Report, ¶ 79), and it is evident that these contracts, executed in the ordinary course of business, are relevant to
	As explained in Claimant's reasoned objections to Request 27, this request pertains to documents that were kept in the Tin Smelter's files and over which Bolivia would have access by reason of having expropriated it. By contrast, Claimant lost control of the Tin Smelter on 9 February 2007, when it was expropriated and Bolivia took over its premises through the intervention of its army.	forecast tin concentrate prices. b. Bolivia's request is narrow and specific First, Claimant argues that this Request would be "excessively broad" as it seeks "Documents regarding supplies occurring in an unspecified period of time, under contracts signed during a period of 4 years, 13 to 17 years ago" (emphasis added). One, Claimant's objection that Bolivia has not specified when the supplies occurred is, to say the least, absurd. Bolivia's

	Bolivia are therefore plainly within its possession, custody and control. *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search for contracts signed by Vinto within the 12 months of Vinto's takeover, whereby Vinto agreed to purchase tin concentrates from <i>cooperativistas</i> , as well as invoices and payments corresponding to purchases of tin concentrates from <i>cooperativistas</i> within this date range.	Request is limited to contracts signed during the period October 2004 – 9 February 2007 (<i>i.e.</i> , during Glencore's tenure of the Vinto Tin Smelter) for Vinto's acquisition of tin concentrates. There's no reason why the Request should identify the period in which the supplies under these contracts occurred (and, in any case, Bolivia cannot know this).Two, besides the basic arithmetical error (the period 2004-2007 was not "13 to 17 years ago"), Claimant's objection has no merit in the present arbitration since the period in which the Tin Smelter was controlled by Glencore was, precisely, 12 to 15 years ago. Most Documents on the record that pertain to the Tin Smelter are from this period (and were submitted by Claimant). Accepting this objection would essentially block all Requests related to the Tin Smelter, violating Bolivia's due process.Second, Claimant argues that the Request would be too broad, as shown by Bolivia's use of an ample definition of the term "Documents."
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	For the same reasons stated in
	Request No. 3 above, these
	objections should be dismissed.
	Third, Claimant submits that
	responding to this Request
	would be excessively
	burdensome, "as it would have
	to search through a vast
	number of documents to locate
	this information which would
	be scattered across the files of
	many individuals at Claimant
	and its affiliates".
	This is simply not believable.
	Claimant can easily identify the
	Documents Requested (inter
	alia, contracts for the purchase
	of tin concentrates) by reaching
	out to Glencore's contracts
	department. Furthermore, the
	Documents requested were
	produced in the ordinary course
	of business and further used by
	Glencore to prepare budgets,
	business and financial plans,
	reports for management and
	investors, among many others,
	so they must be readily
	available.
	Fourth, Claimant submits that
	"the time and cost of producing
	[the Documents Requested]
	significantly outweigh their
	expected probatory value".
	As stated in Request No. 2
	above, it is not for Claimant but
	,

			for the Tribunal to decide the
			probative value of the
1			Documents Requested
1			(UNCITRAL Rules, Art. 27.4).
			In any case, the Documents
			Requested will enable Bolivia's
			experts to prepare its own tin
			concentrate price forecast, and
			will also confirm that Compass
			Lexecon's tin concentrate price
1			forecast cannot be relied upon
1			to calculate any compensation
			in this case.
1			c. <u>Bolivia's alternative basis for</u>
1			this Request
1			
			Claimant alleges that Bolivia
			"grossly mischaracterizes
			paragraph 8.2 of Procedural
			Order No. 1."
			For the same reasons stated in
			Request No. 2 above,
			Claimant's reading of this
			provision deprives it of any
			sense and Bolivia's experts
			have the due process right to
1			review the Documents
			Requested.
			d. The Documents Requested
1			are not in Bolivia's possession,
1			custody or control
			For the same reasons stated in
1			Request No. 27 above, the
			Documents Requested are not
1			in Bolivia's possession,
1			custody or control.
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					 * * * Claimant offers to conduct a reasonable search for contracts signed by Vinto within the 12 months of Vinto's takeover, whereby Vinto agreed to purchase tin concentrates from <i>cooperativas</i> and/or <i>cooperativistas</i>, as well as invoices and payments corresponding to purchases of tin concentrates from <i>cooperativistas</i> and/or <i>cooperativistas</i> and/or <i>cooperativistas</i> within this date range. In light of the unjustifiably narrow scope of Claimant's offer (<i>inter alia</i>, in terms of timeframe and the type of contracts covered – purchases from the Huanuni mine are not covered –), Bolivia insists in its Request. 	
36.	The tin ingot sale contracts executed by Vinto and/or Sinchi Wayra and/or the Glencore Group (among themselves and/or with any third parties) during the period 2004-2007.	Statement of Defence, ¶ 866; Quadrant Report, ¶¶ 117-119; Villavicencio I, ¶¶ 87-88; Statement of Claim, ¶ 260; Compass Lexecon Report, ¶¶ 83-84.	As explained by Quadrant, "Compass Lexecon adds a 3% price premium on the tin ingot sale price based on a single contract between Vinto and Soft Metals as of February 2006" (Quadrant Report, ¶ 117). The relevance and materiality of the Documents Requested should not be in dispute given that, as indicated above,	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules.	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to contracts executed between October 2004 (when Glencore acquired control of the Tin Smelter) and 9 February 2007.	Request granted with limitation put forward by Respondent.

	C I I I I I	D	Bolivia notes that Claimant has
	Compass Lexecon has relied on	Request 36 is duplicative, as it	
	one tin ingot sale contract	seeks documents that are	not disputed the existence of
	signed by Vinto (CLEX-32) to	already on the record (see	the Documents Requested.
	base its tin ingot price premium	RPA-28, RPA-29, CLEX-	Claimant's objections to the
	forecast (even though Compass	032-1,	Request are misplaced for the
	Lexecon has submitted with its	CLEX-032-2,CLEX-032-3,C	following reasons:
	expert report 22 similar tin ingot	LEX-032-4,CLEX-032-5,CL	
	sale contracts; see Quadrant	EX-032-5,CLEX-032-6,CLE	a. <u>The Documents Requested</u>
	Report, ¶ 117 and fn 192).	X-032-7,CLEX-032-8,CLEX	are relevant and material to the
	In any event, the Documents	-032-9,CLEX-03210,CLEX	outcome of the case
	Requested are relevant and	-032-11,CLEX-	First, Claimant's objection to
	necessary to enable	032-12,CLEX-	the relevance and materiality of
	Respondent's experts to (i)	032-13,CLEX-	the Documents Requested is
	assess the full historical record	032-14,CLEX-	inconsistent with Claimant's
	and ascertain relevant	032-15,CLEX-032-16,	own behaviour (Claimant itself
		CLEX-032-17,CLEX-	has added to the record of this
	operational metrics (such as tin	032-18,CLEX-	case some of the contracts for
	ingot prices) – "[t] he purpose of	032-19,CLEX-	the sale of tin ingots signed
	requiring historical data for the	032-20,CLEX-	during its tenure of the Tin
	implementation of a DCF	032-21,CLEX-	Smelter). Claimant cannot get
	analysis is to provide a more	032-22,CLEX-032-23).	to choose what tin ingot sale
	reliable source of information		e
	for projecting future cash flows"	It is also excessively broad,	contracts Bolivia's experts
	(Quadrant, ¶ 47), and (ii) to	because it seeks tin ingot sale	review. This is for Bolivia's
	prepare its own independent tin	contracts executed by Vinto	experts to decide.
	ingot price forecast (so far, in	and/or Sinchi Wayra and/or	Second, Claimant alleges that
	the absence of the Documents	the Glencore Group, including	the tin ingot sale contracts that
	Requested, Quadrant is relying	contracts signed "among	were in force at the time of the
	on Compass Lexecon's forecast	themselves" and/or "with any	reversion "are the only relevant
	– Quadrant Report, ¶ 120).	third parties", regardless of	and material contracts for
	The Documents Requested are	the counterparties to these	Vinto's valuation because they
	material to the outcome of the	contracts, the date of	reflect the market conditions at
	case, as they will demonstrate	performance for those	the date of valuation".
	-	contracts, the origin or	, , , , , , , , , , , , , , , , , , ,
	that Compass Lexecon's tin	destination of the relevant tin	This is false. Both Parties'
	ingot price forecast cannot be	ingots, or their connection to	experts' rely on the DCF
	relied upon to calculate any	the Assets in dispute in the	method to perform their
	compensation in this case and,	present case. The Requested	valuation of the Vinto Tin
	1	1	

as a result, Claimant's valuation	Documents therefore include	Smelter (Statement of Claim, ¶
is flawed.	numerous documents that are	247; Statement of Defence, ¶
As an independent basis for this	neither relevant nor material to	736) and it is undisputed that
request, Compass Lexecon has	the present dispute.	historical data (<i>i.e.</i> preceding
confirmed the existence of the	Claimant's experts rely on the	the reversion of the Vinto Tin
Documents Requested and that	tin ingot sale contracts that	Smelter) is relevant and
it has had access to them. In its	were in force at the time of	necessary to apply such
expert report, it stated that " <i>The</i>	Vinto's takeover and that are	method. As explained by
<u>latest</u> [tin] ingot sale contracts	the only relevant and material	Quadrant, "[t]he purpose of
signed by Vinto prior to the	contracts for Vinto's valuation	requiring historical data for
expropriation were undertaken	because they reflect the	the implementation of a DCF
on September 13, 2005 and	market conditions at the date	analysis is to provide a more
<i>February 20, 2006</i> " (emphasis	of valuation.	reliable source of information
added) (Compass Lexecon		for projecting future cash
Report, ¶ 84).	(b) <u>Bolivia's Request 36 is</u>	flows" (¶ 47). Claimant's
L - II /	excessively broad and fails to	experts acknowledge having
Thus, consistent with ¶ 8.2 of	identify a "narrow and specific	relied on "historical
Procedural Order No. 1,	category of Documents	information [] prior to
Respondent's experts have the	that are reasonably believed to	expropriation" to perform their
right to review the documents	exist," as required by Article	valuation (Compass Lexecon
relied upon by Claimant's	3.3(a) of the IBA Rules.	Report, ¶ 4).
experts when performing their	Request 36 is excessively	<i>Third</i> , Claimant argues that the
analyses (such as the	broad in scope, seeking	Request would be " <i>excessively</i>
Documents Requested).	contracts executed during a	broad" as it "seeks tin ingot
Bolivia reasonably believes that	period of 4 years, 13 to 17	sale contracts executed by
the Documents Requested exist	years ago, including the	Vinto and/or Sinchi Wayra
and are in the possession,	periods from January 2004 to	and/or the Glencore Group,
custody or control of Claimant.	September 2004, and from	including contracts signed
	February 2007 to December	'among themselves' and/or
	2007, during which the Tin	'with any third parties',
	Smelter was not under	regardless of the
	Claimant's ownership.	
	Furthermore, it seeks contracts	<u>counterparties to these</u>
	relating to the sale of tin	<u>contracts, the date of</u>
	ingots, regardless of	performance for those
	counterparties to these	<u>contracts, the origin or</u>
	-	destination of the relevant tin
	contracts, the date of	ingots, or their connection to

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			performance for those	the Assets in dispute in the
			contracts, the origin and	<u>present case</u> " (emphasis
			destination of the relevant tin	added).
			ingots, or their connection to	Claimant's objections are
			the Assets in dispute in the	inconsistent with its experts'
			present case. Request 36 is	own calculation of future tin
			also excessively broad	ingot prices.
			because it fails to identify any	ingot prices.
			specific custodians within	Compass Lexecon calculates
			Vinto, Sinchi Wayra and the	Vinto's future tin ingot prices
			Glencore Group, which (as	by "project[ing] the term of the
			explained above) comprises	company's sale contracts to
			over 200 entities around the	Glencore and third parties"
			world.	(Compass Lexecon Report, ¶
			Deen on diverse to this sector	83), considering the premium
			Responding to this request	charged over the tin ingot price,
			would therefore be	which would be "a fixed dollar
			excessively burdensome for	amount that is added to the
			Claimant as it would have to	final LME price or a
			search through a vast number	percentage premium over the
			of documents to locate this	tin ingots price" (Compass
			information which would be	Lexecon Report, ¶ 84).
			scattered across the files of	
			many individuals at Claimant	As shown by the citations
			and its affiliates. The time and	above, Compass Lexecon
			cost of producing them	calculates Vinto's future tin
			significantly outweigh their	ingot prices based on the
			expected probatory value,	"company's sale contracts to
			especially in light of the fact	Glencore and third parties".
			that Bolivia has failed to	At no point Compass Lexecon
			establish the relevance and	considers in its calculation the
			materiality of the requested	"the date of performance for
			documents.	those contracts, the origin or
			Claimant further notes that, as	destination of the relevant tin
			explained in Claimant's	<i>ingots</i> " or even " <i>the</i>
			-	counterparties to these
			reasoned objections to	contracts" (as the contracts are
			Request 2, above, Bolivia	

	ilencore and <u>third</u>
paragraph 8.2 of Procedural <u>parties</u>).	
Order No 1. This paragraph As explained	by Quadrant
does not address the Parties?	xecon adds a 3%
right to request documents in	n on the tin ingot
this arbitration at all	n on the tin ingot red on <u>a single</u>
(c) <u>Furthermore, the request</u> <u>contract</u> betwee	een Vinto and
seeks Documents that are, or Soft Metals as	s of February
would reasonably be, in 2006" (Quadr	rant Report, ¶
Bolivia's possession, custody, 117). This is	-
	and reinforces the
	via to access the
	equested (which,
As explained in Claimant's	l allow Bolivia's
reasoned objections to experts to asso	
Request 27 this request price premium	
pertains to documents that contracts for t	the sale of tin
were kept in the Tin Smelter's ingots).	
1	nant alleges that
would have access by reason the Document	ts Requested
of having expropriated it. would contain	n documents
Similar documents introduced already in the	record, and thus
into the record by Bolivia that the Reque	est would be
confirm as much (R-54 , R-55 , duplicative. T	This is inaccurate.
R-56 , R-57 , R-78 ; see also One some of	the exhibits cited
EO-14 , p 28, Villavicencio I, by Claimant a	
¶ 14) By contrast Cloimant a	lentical to CLEX-
lost control of the Tin Smelter (RFA-28 is id 032-18, and R	
on 0 February 2007 when it	LEX-032-19).
was expropriated and Bolivia	ngenuously cites
took over its premises through	ibits to create the
the intervention of its army	at there are more
The documents requested by documents on	
	this Request than
within its possession, custody in reality.	-
and control.	

*** <u>Two</u> , 9 of the exhibits cited	
Claimant are contracts for the	-
Notwithstanding and without	
prejudice to the above, in the sale of tin ingots which are n	lot
spirit of cooperation Claimant responsive to this Request	
offers to conduct a reasonable (they are not covered by the	
search for contracts signed by timeframe of this Request, a	
Vinto within the 12 months of they were executed before o	
Vinto's takeover whereby after Glencore's tenure of th	e
Vinto sold tin ingots. Tin Smelter).	
Three, the remaining 14	
exhibits are contracts for the	
sale of tin ingots signed by	
Vinto (in many instances, w	ith
Glencore International).	
While Bolivia acknowledges	5
that some of these exhibits a	re
partially responsive to this	
Request (as they involve	
contracts for the sale of tin	
ingots signed by Vinto),	
Claimant has not confirmed	
that these are <i>all</i> the contrac	ts
that exist in response to this	
Request.	
b. Bolivia's request is narrow	N
and specific	-
<i>First</i> , Claimant argues that t	
Request would be " <i>excessive</i>	ely
<i>broad</i> " as it seeks contracts	
signed "during a period of 4	
years, 13 to 17 years ago."	
One, in spirit of cooperation	
Bolivia has narrowed down	
request to Documents prepar	red
between October 2004 and 9	

	February 2007 (i.e., Glencore's
	tenure of the Tin Smelter).
	<u>Two</u> , besides the basic
	arithmetical error (the period
	2004-2007 was not "13 to 17
	years ago"), Claimant's
	objection has no merit in the
	present arbitration since the
	period in which the Tin Smelter
	was controlled by Glencore
	was, precisely, 12 to 15 years
	ago. Most Documents on the
	record that pertain to the Tin
	Smelter are from this period
	(and were submitted by
	Claimant). Accepting this
	objection would essentially
	block all Requests related to
	the Tin Smelter, violating
	Bolivia's due process.
	Second, Claimant criticizes
	Bolivia for failing to identify
	the custodians of the
	Documents Requested. As
	stated in Request No. 1 above,
	the IBA Rules do not require
	identifying specific custodians
	and, in any case, Bolivia's
	request is compliant with Art.
	3(3)(a)(i) of the IBA Rules (as
	it contains "a description of
	each requested document
	sufficient to identify it").
	Indeed, Bolivia has clearly
	identified the Documents
	Requested as contracts for the

	sale of tin ingots signed between October 2004 and 9 February 2007.Third, Claimant argues that the Request would be too broad, as shown by (i) Bolivia's use of an ample definition of the term "Documents", and (ii) the request for contracts executed by "the Glencore Group".For the same reasons stated in Requests No. 1 and 3 above, these objections are misplaced and unwarranted.Fourth, Claimant submits that responding to this Request would be excessively burdensome, "as it would have to search through a vast number of documents to locate this information which would be scattered across the files of many individuals at Claimant and its affiliates".	
	This is simply not believable. Claimant can easily identify the Documents Requested (<i>i.e.</i> , tin ingot sale contracts) by reaching out to Glencore's contracts department. Furthermore, the Documents requested were produced in the ordinary course of business and further used by Glencore to prepare forecasts, business and financial plans, reports for	

		management and investors,
		among many others, so they
		must be readily available.
		Fifth, Claimant submits that
		<i>"the time and cost of producing"</i>
		[the Documents Requested]
		significantly outweigh their
		expected probatory value".
		As stated in Request No. 2
		above, it is not for Claimant but
		for the Tribunal to decide the
		probative value of the
		Documents Requested
		(UNCITRAL Rules, Art. 27.4).
		In any case, the Documents
		Requested will enable Bolivia's
		experts to prepare its own tin
		ingot price forecast, and will
		also confirm that Compass
		Lexecon's tin ingot price
		forecast cannot be relied upon
		to calculate any compensation
		in this case.
		c. <u>Bolivia's alternative basis for</u>
		this Request
		Claimant alleges that Bolivia
		"grossly mischaracterizes
		paragraph 8.2 of Procedural
		Order No. 1."
		For the same reasons stated in
		Request No. 2 above,
		Claimant's reading of this
		provision deprives it of any
		sense and Bolivia's experts
		have the due process right to

					review the Documents Requested. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control. * * * Claimant offers to conduct a reasonable search for "contracts signed by Vinto within the 12 months of Vinto's [reversion], whereby Vinto sold tin ingots." In light of the unjustifiably narrow scope of Claimant's offer (inter alia, in terms of the timeframe and group of companies covered), Bolivia insists on its Request.	
37.	Any business plan(s) for Vinto and all versions of such business plan(s) prepared and/or reviewed by Vinto and/or Sinchi Wayra and/or the Glencore Group during the period 2004-2007.	Statement of Defence, ¶ 873; Quadrant Report, ¶ 103; Villavicencio I, ¶ 39; Statement of Claim, ¶ 261; Compass Lexecon Report, ¶ 4.	Claimant's experts have confirmed the existence of the Documents Requested and have had access to them. Compass Lexecon acknowledges that, to value the Tin Smelter, " <u>we rely</u> on historical information and <u>contemporaneous business</u> <u>plans prior to the expropriation</u> []" (emphasis added) (Compass Lexecon Report, ¶ 4).	Claimant objects to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules.	Bolivia moves to compel the production of the Documents Requested as narrowed down below in the spirit of cooperation: Bolivia accepts to limit its Request to business plans for Vinto prepared and/or reviewed between October 2004 (when Glencore acquired control of	Request granted with limitation put forward by Respondent.

Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts to perform their analyses (such as the Documents Requested). As an independent basis for this request, the Documents Requested are relevant to confirm that Claimant's contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about future processing levels, operating costs, capital investments and other relevant metrics for the Vinto Tin Smelter's operations are consistent with those projected by Respondent's experts and, in turn, establish the lack of reasonability of Claimant's experts' projections. The Documents Requested are	Bolivia's justification for its Request 37 relies on a quote from the Executive Summary of Compass Lexecon's Expert Report, which refers to "business plans" generically. It is clear from the rest of this report that Compass Lexecon's valuation of Vinto does not rely on any business plans. This is consistent with Claimant's position that no expansion of the Tin Smelter was necessary to reach the forecasted production on which Compass Lexecon relies (SoC, ¶ 259; Compass Lexecon Report, ¶ 79; RPA Report, ¶¶ 159, 195). Indeed, Compass Lexecon only relies on the Tin Smelter's existing capacity and historical performance for its valuation (CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20,	the Tin Smelter) and 9February 2007.Bolivia notes that Claimant has not denied the existence of the Documents Requested.Claimant's objections to the Request are misplaced for the following reasons:a. The Documents Requested are relevant and material to the outcome of the caseFirst, Claimant's objections are inconsistent with its own acts.Claimant relies extensively on the Triennial Plan (which, according to Claimant, would have been prepared by Colquiri in the ordinary course of business) to value the ColquiriMine Lease. However, in gross contradiction with the above, Claimant now denies that business plans prepared for Vinto during the ordinary
contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about future processing levels, operating costs, capital investments and other relevant metrics for the Vinto Tin Smelter's operations are consistent with those projected by Respondent's experts and, in turn, establish the lack of reasonability of	expansion of the Tin Smelter was necessary to reach the forecasted production on which Compass Lexecon relies (SoC, ¶ 259; Compass Lexecon Report, ¶ 79; RPA Report, ¶¶ 159, 195). Indeed, Compass Lexecon only relies on the Tin Smelter's existing capacity and historical performance for its valuation	<i>First</i> , Claimant's objections are inconsistent with its own acts. Claimant relies extensively on the Triennial Plan (which, according to Claimant, would have been prepared by Colquiri in the ordinary course of business) to value the Colquiri Mine Lease. However, in gross contradiction with the above, Claimant now denies that
The Documents Requested are material to the outcome of this case, as they will demonstrate that Claimant's experts' projections for the Tin Smelter cannot be relied upon to	RPA-18, RPA-19, RPA-20, RPA-21, RPA-53). This is the only information that is relevant and material to the outcome of this arbitration. By contrast, the Requested	
calculate any compensation in this case and, as a result, that Claimant's valuation is flawed. Bolivia reasonably believes that the Documents Requested exist	Documents are neither relevant nor material. (b) <u>Bolivia's Request 37 is</u> <u>excessively broad and fails to</u> <u>identify a "narrow and specific</u> category of Documents	Second, Claimant argues that Bolivia would take out of context a quote from the Executive Summary of Compass Lexecon's Report, and that Compass Lexecon's

and are in the possession,	that are reasonably believed to	valuation would not rely on any
custody or control of Claimant.	exist," as required by Article	business plans for Vinto. This
	3.3(a) of the IBA Rules.	is false.
	Request 37 is excessively	Claimant's experts'
	broad because it seeks	acknowledge having relied
	business plans "prepared	upon contemporaneous
	and/or reviewed" for a period	business plan <u>s</u> (in plural) in its
	of 4 years, 13 to 17 years ago,	valuation of the Vinto Tin
	including the periods from	Smelter. ¶ 4 of the Compass
	January 2004 to September	Lexecon Report provides that
	2004, and from February 2007	"[i]n providing our opinion <u>we</u>
	to December 2007, during	<u>rely</u> on [] the reading of
	which the Tin Smelter was not	multiple financial and
	under Claimant's ownership.	operational documents related
	Request 37 is also excessively	to the mining and smelter
	broad in scope because it	operations, <u>business and</u>
	seeks, broadly, Documents	investment plans, third-party
	"prepared and/or reviewed by"	industry analysis, and overall
	the Glencore Group as a	market information on the
	whole, in addition to Vinto	assets. <u>For the purposes of</u>
	and Sinchi Wayra, without	examining the prospective
	identifying any particular	production and cost profile of
	custodians. The "Glencore	the Colquiri Mine <u>and the Tin</u>
	Group," as defined by Bolivia,	Smelter, we rely on historical
	comprises over 200 entities	information and
	around the world.	contemporaneous business
	Responding to this request	plans prior to expropriation
	would therefore be	[] (emphasis added).
	excessively burdensome for	Bolivia's experts have the right
	Claimant as it would have to	to review these business plans,
	search through a vast number	which include the Documents
	of documents to locate this	Requested.
	information which would be	
	scattered across the files of	<i>Third</i> , Claimant alleges that <i>"Compass Lexecon <u>only relies</u>"</i>
	many individuals at Claimant	on the Tin Smelter's existing
	and its affiliates. The time and	capacity and historical

 I		
	cost of producing them	performance for its valuation
	significantly outweigh their	[] [and, therefore, that <u>this</u>
	expected probatory value,	would be the] only information
	especially in light of the fact	that is relevant and material to
	that Bolivia has failed to	the outcome of this arbitration"
	establish the relevance and	(emphasis added).
	materiality of the requested	Without prejudice to what was
	documents.	said above, the fact that some
	As explained in Claimant's	Documents may not be relevant
	reasoned objections to	for Claimant's case does not
	Request 2, above, Bolivia	mean they are not relevant for
	grossly mischaracterizes	Bolivia's case. Bolivia clearly
	paragraph 8.2 of Procedural	explained in the justification
	Order No 1. This provision	for this request why the
	does not give Bolivia the right	Documents Requested are
		relevant to its case. Claimant
	to request documents on which Claimant's exports do	
	which Claimant's experts do	has not disputed such
	not rely. In fact, paragraph 8.2 does not address the Parties'	justification. The Documents
		Requested will confirm that
	right to request documents in	"Claimant's contemporaneous
	this arbitration at all.	(i.e., as of the time of the
	(c) Furthermore, the request	reversion) expectations about
	seeks Documents that are, or	future processing levels,
	would reasonably be, in	operating costs, capital
	Bolivia's possession, custody,	investments and other relevant
	or control, contrary to the	metrics for the Vinto Tin
	requirements of Article 3.3(c)	Smelter's operations are
	of the IBA Rules.	consistent with those projected
		by Respondent's experts and, in
	As explained in Claimant's	turn, establish the lack of
	reasoned objections to	reasonability of Claimant's
	Request 27, this request	experts' projections".
	pertains to documents that	b. Bolivia's request is narrow
	were kept in the Tin Smelter's	and specific
	files and over which Bolivia	
	would have access by reason	First, Claimant argues that this
	of having expropriated it.	Request would be " <i>excessively</i>

	Similar documents introduced	<i>broad</i> " as it seeks contracts
	into the record by Bolivia	signed "during a period of 4
	confirm as much (R-54 , R-55 , D 56 , D 57 , D 79 , and also	years, 13 to 17 years ago."
	R-56 , R-57 , R-78 ; see also	<u>One</u> , in spirit of cooperation,
	EO-14, p 28, Villavicencio I,	Bolivia has narrowed down its
	¶ 14). By contrast, Claimant lost control of the Tin Smelter	request to Documents prepared
		between October 2004 and 9
	on 9 February 2007, when it was expropriated and Bolivia	February 2007 (i.e., Glencore's
	took over its premises through	tenure of the Tin Smelter).
	the intervention of its army.	Two, besides the basic
		arithmetical error (the period
	The documents requested by	2004-2007 was not " <i>13 to 17</i>
	Bolivia are therefore plainly	years ago"), Claimant's
	within its possession, custody	objection has no merit in the
	and control.	present arbitration since the
		period in which the Tin Smelter
		was controlled by Glencore
		was, precisely, 12 to 15 years
		ago. Most Documents on the
		record that pertain to the Tin
		Smelter are from this period
		(and were submitted by
		Claimant). Accepting this
		objection would essentially
		block all Requests related to
		the Tin Smelter, violating
		Bolivia's due process.
		Second, Claimant criticizes
		Bolivia for failing to identify
		the custodians of the
		Documents Requested. As
		stated in Request No. 1 above,
		the IBA Rules do not require
		identifying specific custodians
		and, in any case, Bolivia's
		request is compliant with Art.

			3(3)(a)(i) of the IBA Rules (as	٦
			it contains "a description of	
			each requested document	
			sufficient to identify it").	
			Indeed, Bolivia has clearly	
			identified the Documents	
			Requested as business plans for	
			Vinto prepared and/or reviewed	
			between October 2004 and 9	
			February 2007.	
			Third, Claimant argues that the	
			Request would be too broad, as	
			shown by the request for	
			business plans prepared and/or	
			reviewed by "the Glencore	
			Group".	
			For the same reasons stated in	
			Request No. 1 above, this	
			objection should be dismissed.	
			<i>Fourth</i> , Claimant submits that	
			responding to this Request	
			would be excessively	
			burdensome, "as it would have	
			to search through a vast	
			number of documents to locate	
			this information which would	
			be scattered across the files of	
			many individuals at Claimant	
			and its affiliates".	
			This is simply not believable.	
			The Documents Requested	
			(<i>i.e.</i> , business plans for Vinto)	
			were prepared in the ordinary	
			course of business and were	
			vital for the operation of EMV.	
			Indeed, business plans are used	
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Image: reports for management and investors, etc., so they must be readily available. Claimant's experts have further confirmed reviewing historical and contemporaneous business plans for Vitos when preparing their reports (Compass Lexcon Report, ¶ 4), and Claimant has introduced to the record business plans for Colquiri. Fifth, Claimant's experted by the second			
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underlying Respondent's 'experts analyses are			
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reasonable.			
			reasonable.

					 c. <u>Bolivia's alternative basis for</u> <u>this Request</u> Claimant alleges that Bolivia "grossly mischaracterizes paragraph 8.2 of Procedural Order No. 1." For the same reasons stated in Request No. 2 above, Claimant's reading of this provision deprives it of any sense and Bolivia's experts have the due process right to review the Documents Requested. d. <u>The Documents Requested</u> <u>are not in Bolivia's possession,</u> <u>custody or control</u> For the same reasons stated in Request No. 27 above, the Documents Requested are not in Bolivia's possession, custody or control. 	
38.	The Documents supporting the data and statements in the business plans for Vinto referred to in Request No. 37 above, including but not limited to: • annual schedule of tin ingot production;	Statement of Defence, ¶ 873; Quadrant Report, ¶ 103; Villavicencio I, ¶ 39; Statement of Claim, ¶ 261; Compass Lexecon Report, ¶ 4.	As explained in the previous Request, Compass Lexecon acknowledges that, to value the Tin Smelter, it relied upon "historical information and <u>contemporaneous business</u> <u>plans prior to the expropriation</u> []" (emphasis added) (Compass Lexecon Report, ¶ 4). Claimant's expert presumably had access to the Documents Requested in order to assess the reasonability of the parameters	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. As explained in relation to Bolivia's Request 37, Compass Lexecon's valuation	Bolivia moves to compel the production of the Documents Requested. Bolivia notes that Claimant has not denied the existence of the Documents Requested. Claimant's objections to the Request are misplaced for the following reasons:	Request granted with limitation put forward by Respondent.

waste; processing costs; power consumption levels; water consumption levels; transportatio n costs; capital expenditures (CAPEX); operating expenditures (OPEX); and income taxes.	and projections contained in the aforementioned business plans. Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts to perform their analyses (such as the Documents Requested). As an independent basis for this request, the Documents Requested are relevant to confirm that Claimant's contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about future processing levels, operating costs, capital investments and other relevant metrics for the Vinto Tin Smelter's operations are consistent with those projected by Respondent's experts and, in turn, establish the lack of reasonability of	of Vinto does not rely on any business plans. This is consistent with Claimant's position that no expansion of the Tin Smelter was necessary to reach the forecasted production on which Compass Lexecon relies (SoC, ¶ 259; Compass Lexecon Report, ¶ 79; RPA Report, ¶¶ 159, 195). Indeed, Compass Lexecon only relies on the Tin Smelter's existing capacity and historical performance for its valuation (CLEX-011-1, CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20, RPA-21, RPA-53). This is the only information that is relevant and material to the outcome of this arbitration. By contrast, the Requested Documents are neither relevant nor material. As explained in Claimant's	a. The Documents Requested are relevant and material to the outcome of the caseFirst, Claimant's objections are inconsistent with its own acts.Claimant relies extensively on the Triennial Plan (which, according to Claimant, would have been prepared by Colquiri in the ordinary course of business) to value the Colquiri Mine Lease. However, in gross contradiction with the above, Claimant now denies that business plans (and their supporting documentation) prepared for Vinto during the ordinary course of business would be relevant to value the Tin Smelter. This is absurd and suffices to dismiss Claimant's objections.Second, Claimant argues that "Compass Lexecon's valuation
expenditures (CAPEX); operating expenditures (OPEX); and income	contemporaneous (<i>i.e.</i> , as of the time of the reversion) expectations about future processing levels, operating costs, capital investments and other relevant metrics for the Vinto Tin Smelter's operations are consistent with those projected by Respondent's	CLEX-011-2, CLEX-011-3, CLEX-017, RPA-18, RPA-19, RPA-20, RPA-21, RPA-53). This is the only information that is relevant and material to the outcome of this arbitration. By contrast, the Requested Documents are	business plans (and their supporting documentation) prepared for Vinto during the ordinary course of business would be relevant to value the Tin Smelter. This is absurd and suffices to dismiss Claimant's objections. <i>Second</i> , Claimant argues that

	, as a result, that	render irrelevant and	operational documents related
Claimant's v	aluation is flawed.	immaterial documents, such as	to the mining and smelter
Bolivia reaso	onably believes that	those sought in Request 38,	operations, <u>business and</u>
	nts Requested exist	relevant and material.	investment plans, third-party
and are in the	-	Bolivia uses this opportunity	industry analysis, and overall
	ontrol of Claimant.	to submit allegations which	market information on the
		are based on mere speculation.	assets. <u>For the purposes of</u>
		This request thus amounts to a	examining the prospective
		fishing expedition by Bolivia	production and cost profile of
		in an attempt to construct a	the Colquiri Mine <u>and the Tin</u>
		case on the basis of evidence	Smelter, we rely on historical
		that it <i>hopes</i> to find in	information and
		Claimants' files. As explained	<u>contemporaneous business</u>
		in Claimant's reasoned	plans prior to expropriation
		objections to Request 1,	[] (emphasis added).
		above, such fishing	Bolivia's experts have the right
		expeditions are not permitted	to review these business plans
		under the IBA Rules.	and their supporting
			documentation.
		(b) <u>Bolivia's Request 38 as a</u>	Third, Claimant alleges that
		whole is excessively broad	"Compass Lexecon <u>only relies</u>
		and fails to identify a "narrow	on the Tin Smelter's existing
		and specific category of	capacity and historical
		Documents that are reasonably	performance for its valuation
		believed to exist," as required	[] [and, therefore, that <u>this</u>
		by Article 3.3(a) of the IBA	would be the] only information
		Rules.	that is relevant and material to
		Request 38 is excessively	the outcome of this arbitration"
		broad because it seeks	(emphasis added).
		"Documents"—defined to	
		cover "all forms of written	Without prejudice to what was
		communications and	said above, the fact that some
		Correspondence, including,"	Documents may not be relevant
		to provide only a few	for Claimant's case does not
		examples, " <i>emails</i> , notes, .	mean they are not relevant for
		contracts, agreements,	Bolivia's case. Bolivia clearly
		drawings, graphs, charts,	explained in the justification
		arawings, grapiis, charis,	

photographs, phono records,	for this request why the
and data compilations"—	Documents Requested are
without referring to <i>any</i>	relevant to its case. Claimant
custodians or time frames, as	has not disputed such
	-
required by the IBA rules.	justification. The Documents
The Requested Documents are	Requested will confirm that
not only voluminous and	"Claimant's contemporaneous
difficult to locate, but they	(i.e., as of the time of the
will also provide a fragmented	reversion) expectations about
view. Most data and	future processing levels,
statements sit in the files of a	operating costs, capital
number of individuals (who	investments and other relevant
Bolivia fails to identify) with	metrics for the Vinto Tin
technical and operational	Smelter's operations are
roles. The time and cost of	consistent with those projected
producing them significantly	by Respondent's experts and, in
outweigh their expected	turn, establish the lack of
probatory value, especially in	reasonability of Claimant's
light of the fact that Bolivia	experts' projections."
has failed to establish the	Fourth Claimant allogas that
	<i>Fourth</i> , Claimant alleges that
relevance and materiality of	this Request is based on " <i>mere</i>
the requested documents.	speculation" and "amounts to a
Again, paragraph 8.2 of	fishing expedition." This is
Procedural Order No 1 does	false.
not give Bolivia the right to	One, Claimant's allegation that
request documents on which	this Request is be based on
Claimant's experts do not rely.	<i>"mere speculation"</i> is premised
In fact, it does not address the	on Claimant's case being
Parties' right to request	correct (<i>i.e.</i> , that Claimant's
documents in this arbitration	experts' forecasts would be
at all.	reasonable and consistent with
	Claimant's contemporaneous
(c) <u>Furthermore</u> , the request	expectations). Accepting
seeks Documents that are, or	Claimant's objection would
would reasonably be, in	necessarily require the Tribunal
Bolivia's possession, custody,	
Donvia s possession, custoay,	to prejudge this issue,

Image: Second	 	
stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly identified the Document support Vinto's business plans, which are the object of Request No. 37 above. Third, Claimant states (with no explantion whatsever) that the Documents Requested would provide "a fragmented view." This is false, contrary to common sense and a non sequiturt: having access to the Documents Requested (i.e.,		the custodians of the
Image: specific custodians Im		-
identifying specific custodians and, in any case, Bolivia's request is compliant with Art. 3(3)(a)(i) of the IBA Rules (as it contains "a description of each requested document sufficient to identify it"). Indeed, Bolivia has clearly identified the Documents Requested as those which support Vinto's business plans, which are the object of Request No. 37 above. 7hird, Claimant states (with no explanation whatsoever) that the Documents Requested would provide "a fragmented view." This is false, contrary to common sense and a non sequitur: having access to the Documents Requested (<i>i.e.</i> ,		
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Indeed, Bolivia has clearly identified the Documents Requested as those which support Vinto's business plans, which are the object of Request No. 37 above. <i>Third</i> , Claimant states (with no explanation whatsoever) that the Documents Requested would provide " <i>a fragmented</i> <i>view.</i> " This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		each requested document
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Requested as those which support Vinto's business plans, which are the object of Request No. 37 above. Third, Claimant states (with no explanation whatsoever) that the Documents Requested would provide "a fragmented view." This is false, contrary to common sense and a non sequitur: having access to the Documents Requested (i.e.,		Indeed, Bolivia has clearly
support Vinto's business plans, which are the object of Request No. 37 above. <i>Third</i> , Claimant states (with no explanation whatsoever) that the Documents Requested would provide " <i>a fragmented</i> <i>view.</i> " This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		identified the Documents
which are the object of Request No. 37 above. Third, Claimant states (with no explanation whatsoever) that the Documents Requested would provide "a fragmented view." This is false, contrary to common sense and a non sequitur: having access to the Documents Requested (i.e.,		Requested as those which
No. 37 above. Third, Claimant states (with no explanation whatsoever) that the Documents Requested would provide "a fragmented view." This is false, contrary to common sense and a non sequitur: having access to the Documents Requested (i.e.,		support Vinto's business plans,
<i>Third</i> , Claimant states (with no explanation whatsoever) that the Documents Requested would provide " <i>a fragmented view</i> ." This is false, contrary to common sense and a <i>non sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		which are the object of Request
explanation whatsoever) that the Documents Requested would provide " <i>a fragmented</i> <i>view.</i> " This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		No. 37 above.
the Documents Requested would provide " <i>a fragmented</i> <i>view.</i> " This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		Third, Claimant states (with no
would provide "a fragmented view." This is false, contrary to common sense and a non sequitur: having access to the Documents Requested (i.e.,		explanation whatsoever) that
<i>view.</i> " This is false, contrary to common sense and a <i>non</i> <i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		the Documents Requested
common sense and a <i>non</i> sequitur: having access to the Documents Requested (<i>i.e.</i> ,		would provide "a fragmented
<i>sequitur</i> : having access to the Documents Requested (<i>i.e.</i> ,		view." This is false, contrary to
Documents Requested (i.e.,		common sense and a non
		sequitur: having access to the
Documents that support		Documents Requested (i.e.,
		Documents that support
Vinto's business plans) can		Vinto's business plans) can
only provide a more complete		only provide a more complete
view and understanding of		
Claimant's contemporaneous		Claimant's contemporaneous
expectations regarding the Tin		expectations regarding the Tin
Smelter's future performance.		Smelter's future performance.
Moreover, whether Documents		Moreover, whether Documents
to be disclosed provide a		to be disclosed provide a
"fragmented" or "complete		"fragmented" or "complete
view" of a factual or technical		view" of a factual or technical
issue is irrelevant to grant or		issue is irrelevant to grant or

 1	-	· · · · · · · · · · · · · · · · · · ·
		deny a request for Documents;
		it is for the Tribunal – not the
		Claimant – to weigh the
		evidence, once submitted by
		the Parties.
		Fourth, Claimant submits that
		responding to this Request
		would be excessively
		burdensome, as "most data and
		statements sit in the files of a
		number of individuals (who
		Bolivia fails to identify) with
		technical and operational
		roles".
		Business plans for Vinto were
		prepared in the ordinary course
		of business and were vital for
		the operation of EMV. Indeed,
		business plans are used for
		different purposes, including to
		prepare budgets, to prepare
		reports for management and
		investors, etc., so they – and
		their supporting documentation
		– must be readily available.
		Claimant's experts have further
		confirmed reviewing historical
		and contemporaneous business
		plans for Vinto when preparing
		their reports (Compass
		Lexecon Report, ¶ 4).
		<i>Fifth</i> , Claimant submits that
		"the time and cost of producing
		[the Documents Requested]
		significantly outweigh their
		expected probatory value".

		As stated in Request No. 2
		above, it is not for Claimant but
		for the Tribunal to decide the
		probative value of the
		Documents Requested
		(UNCITRAL Rules, Art. 27.4).
		In any case, the Documents
		Requested will confirm that the
		future processing levels,
		operating costs, capital
		investments and other relevant
		metrics for the Vinto Tin
		Smelter's operations
		underlying Respondent's
		experts' analyses are
		reasonable.
		c. <u>Bolivia's alternative basis for</u>
		this Request
		Claimant alleges that Bolivia
		"grossly mischaracterizes
		paragraph 8.2 of Procedural Order No. 1."
		Order No. 1.
		For the same reasons stated in
		Request No. 2 above,
		Claimant's reading of this
		provision deprives it of any
		sense and Bolivia's experts
		have the due process right to
		review the Documents
		Requested.
		d. The Documents Requested
		are not in Bolivia's possession,
		custody or control
		For the same reasons stated in
		Request No. 27 above, the
		1 ,

I.	VINTO ANTIMONY				Documents Requested are not in Bolivia's possession, custody or control.	
39.	With respect to the "[v]alor de mercado [] provisto por inmobiliarias [] y por peritos valuadores que trabajan en Bolivia []" (Russo Report, ¶ 5.2 b)): a. the Documents and Correspondence exchanged between Ms Russo and/or anyone working under her control and any of the "inmobiliarias" and/or "peritos valuadores"; and b. the notes taken by Ms Russo and/or by anyone working under her control in preparation for and/or resulting	Statement of Defence, ¶ 900; Mirones Report, ¶ 45; Quadrant Report, ¶ 133; Russo Report, ¶¶ 5.2-5.4; Statement of Claim, ¶ 282; Compass Lexecon Report, ¶ 95.	The Russo Report estimates the value of the Antimony Smelter's plot based on two sources of information, one of them being the "[v]alor de mercado de las zonas escogidas como representativas de la zona de la Fundición de Antimonio provisto por inmobiliarias que trabajan en las ciudades de Oruro y La Paz en la compra y venta de inmuebles y por peritos valuadores que trabajan en Bolivia para la banca privada en la evaluación de inmuebles ofrecidos como garantías contra préstamos bancarios." (Russo Report, ¶ 5.2 b)). The relevance and materiality of the Documents Requested should not be in dispute given that, as indicated above, Ms Russo relies on the "[v]alor de mercado [] provisto por inmobiliarias [] y por peritos valuadores que trabajan en Bolivia []" (Russo Report, ¶ 5.2 b) to prepare its Report and value the Antimony Smelter's plot.	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u> <u>immaterial to its outcome</u> , and should therefore be excluded pursuant to Article 9.2(a) of the IBA Rules. All Documents and Correspondence corresponding to Request 39(a) that Ms Russo received from the " <i>inmobiliarias</i> " and " <i>peritos valuadores</i> " have been annexed to Ms Russo's expert report, and are therefore in Bolivia's possession, custody and control (GR-7-A , GR-7-A , GR-7-B , GR-7-C , GR-7-D , GR -7-E , GR-7-F , GR-7-G , GR-7-H). These are the only documents that are relevant and material to the outcome of this arbitration. Claimant notes that, as explained in Claimant's reasoned objections to Request 2, above, Bolivia	Bolivia moves to compel the production of the DocumentsRequested in the terms set forth at the end of thisRequest.Claimant's objections are, in any event, misplaced for the following reasons:a. The Documents Requested are relevant to the case and material to its outcomeFirst, Claimant objects to the relevance and materiality of the Documents Requested by stating that all the "Documents and Correspondence corresponding to Request 39(a) that Ms Russo received from the 'inmobiliarias' and 'peritos valuadores' have been annexed to Ms. Russo's expert report" and that these would be "the only documents that are relevant and material to the outcome of this arbitration" (emphasis added).Bolivia takes note of Claimant's statement that all the Documents and Correspondence freeived by	Request granted as reformulated by Respondent.

from meetings	In any event, the Documents	grossly mischaracterizes	Ms. Russo that are responsive
and/or phone	Requested are relevant for Mr	paragraph 8.2 of Procedural	to Request 39 a. are in the
calls with any	Mirones (Respondent's expert)	Order No 1. This provision	record of the case.
of the	to identify the properties	does not give Bolivia the right	
"inmobiliarias"	underlying the values provided	to request documents on	Without prejudice to the
and/or " <i>peritos</i>	by the "inmobiliarias [] y por	which Claimant's experts do	foregoing, for the same reasons
valuadores."	<i>peritos valuadores</i> " to Ms	not rely, nor does it make such	stated in Bolivia's reply to
	Russo and confirm that, once	documents relevant or	Claimant's objection to
	their "forma, posibles	material to the outcome of this	Request No. 38 above, Bolivia
	afectaciones, etc." are factored	arbitration. In fact, paragraph	reiterates that the fact that some
	into the analysis (Mirones	8.2 does not address the	Documents may not be relevant
	Report, ¶ 45), their values are	Parties' right to request	for Claimant's case does not
	consistent with and support Mr	documents in this arbitration	mean they are not relevant for Bolivia's case.
	Mirones' valuation of the	at all.	Bonvia's case.
	Antimony Smelter's plot.	Indeed, pursuant to the Work	Second, Claimant alleges that
	The Documents Requested are	Production / Litigation	this Request is based on "mere
	material to the outcome of this	privilege, any Documents and	speculation" and "amounts to a
	case, as they will demonstrate	Correspondence	fishing expedition." This is
	that (i) Mr Mirone's valuation	corresponding to Request 39	false.
	of the Antimony Smelter's plot	would not be disclosable in	One, Claimant's allegation that
	is reasonable, and (ii) Ms	this arbitration, because they	this Request is based on <i>"mere</i>
	Russo's valuation of the	were prepared for purposes of	speculation" is premised on
	Antimony Smelter's plot cannot	this arbitration. Thus, the	Claimant's case being correct
	be relied upon to calculate any	Requested Documents are	(<i>i.e.</i> , that the values provided
	compensation in this case and,	neither relevant nor material to	by the "inmobiliarias [] y
	as a result, that Claimant's	the outcome of this arbitration.	por peritos valuadores" to Ms
	valuation is flawed.		Russo would be reasonable and
		Bolivia uses this opportunity	would not need to be adjusted
	As an independent basis for this	to submit allegations which	to reflect the market value of
	request, Ms Russo presumably	are based on mere speculation.	the Antimony Smelter's plot).
	had access to the Documents	This request thus amounts to a	Accepting Claimant's objection
	Requested when performing its	fishing expedition by Bolivia	would necessarily require the
	analysis given that she led the	in an attempt to construct a	Tribunal to prejudge this issue,
	discussions with the	case on the basis of evidence	something this Tribunal cannot
	<i>"inmobiliarias"</i> and <i>"peritos</i>	that it <i>hopes</i> to find in	(and should not) do.
	<i>valuadores</i> ". As explained by	Claimants' files. As explained in Claimant's reasoned	Two, Bolivia's request for
	Ms Russo, "la suscripta	in Claimant's reasoned	"Documents and
			Documents unu

<u>contactó</u> a inmobiliarias que trabajan en Oruro en la compra y venta de inmuebles y a peritos evaluadores que trabajan en Oruro para la banca privada. A cada uno de ellos se le consultó []" (emphasis added) (Russo Report, ¶ 5.8). Thus, consistent with ¶ 8.2 of Procedural Order	 objections to Request 1, above, such fishing expeditions are not permitted under the IBA Rules. (b) <u>Bolivia's Request 39 as a</u> whole is excessively broad and fails to identify a "narrow and specific category of 	Correspondence exchanged between Ms Russo [] and any of the 'inmobiliarias' and/or 'peritos valuadores", and (ii) "the notes taken by Ms Russo [] in preparation for and/or resulting from meetings and/or phone calls with any of the 'inmobiliarias' and/or 'peritos
as the Documents Requested). Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant.	broad because it refers, broadly, to "Documents and Correspondence" without specifying any time frame (as required by the IBA Rules) or specific custodians (referring instead, broadly, to "anyone working under [Ms Russo's] control and any of the 'inmobiliarias' and/or 'peritos valuadores"). Nor does Request 39 refer to a specific subject matter for the relevant Documents, Correspondence and/or phone calls. Ms Russo may have been in communication with these individuals for a variety of reasons unrelated to this arbitration.	knows the context in which the Documents were prepared. This Request thus does not amount to a fishing expedition, as explained in Request No. 1. b. <u>The Documents Requested</u> <u>are not protected by legal</u> <u>professional privilege (or attorney-client privilege)</u> Claimant argues that the Documents Requested would be subject to " <i>work production</i> <i>/ litigation privilege</i> " and, as a result, would not be disclosable in this arbitration. This is false. <i>First</i> , Claimant bears the burden of proof of establishing that the Documents Requested would be privileged. ¹ Claimant has failed to meet this

¹ Holmes v. Pension Plan of Bethlehem Steel Corp., 213 F.3d 124, 138 (3d Cir. 2000). - 231 -

² Privilege does not protect all forms of communication between expert and counsel, as there are exceptions established by law. *See* Fed. R. Civ. P. 26(b)(4)(C). ³ Fed. R. Civ. P. 26(b)(4)(B).

or Correspondence exist that would correspond to Request 39(b). **** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search for any model letter that Ms Russo used when requesting information from "immobiliarias" and "peritos valuadores." This offer may not in any way be deemed a waiver of any of the privileges applicable to this or any other	(c) Furthermore, the request seeks Documents and Correspondence that are not in Claimant's possession, custody and control.paragraph 8.2 of Procedural Order No. 1."Correspondence that are not in Claimant's possession, custody and control.For the same reasons stated in Request No. 2 above, Claimant's reading of this provision deprives it of any sense and Bolivia's experts have the due process right to review the DocumentsWith respect to Request 39(a), Ms Russo has confirmed that she did not keep a copy of Documents and Correspondence corresponding to Request 39(a) that she hand delivered to the "inmobiliarias" and "peritos valuadores." Those Documents and Correspondence are therefore outside Claimant's possession, custody and control.d. Bolivia's request is narrow and specificFirst, Claimant criticizes Bolvia for failing to identify the custodians or providing a time frame for the Documents Requested. As stated in Request No. 1 above, the IBA Rules do not require identifying specific custodians
applicable to this or any other	 39(a) that she hand delivered to the "inmobiliarias" and "peritos valuadores." Those Documents and Correspondence are therefore outside Claimant's possession, custody and control. Furthermore, Ms Russo has confirmed that no Documents or Correspondence exist that would correspond to Request 39(b). *** Notwithstanding and without prejudice to the above, in the spirit of cooperation, Claimant offers to conduct a reasonable search for any model letter that Ms Russo used when requesting information from "inmobiliarias" and "peritos valuadores." This offer may not in any way be deemed a waiver of any of the privileges a. Bolivia S request is harrow and specific used document sufficient is possible arbitration" is absurd. a. Bolivia S request is harrow and specific used documents (a second, Claimant's allegation that Bolivia's Request would be excessively broad as "Ms Russo may have been in cimulation with these individuals for a variety of reasons unrelated to this arbitration" is absurd.

		category of documents.	The Request is clearly focused
		Claimant reserves all of its	on the exchanges that Ms
		legal privileges in full.	Russo had with the
		iegui privileges in tun.	<i>"inmobiliarias [] y peritos</i>
			valuadores que trabajan en
			<i>Bolivia</i> []" for the purposes
			of preparing her expert report
			(the Request even cites the
			relevant paragraphs of Ms
			Russo's report).
			Third, Claimant argues that the
			Request would be too broad, as
			shown by Bolivia's use of an
			ample definition of the term
			"Documents".
			For the same reasons stated in
			Request No. 3 above, this
			objection is not only
			unwarranted but also
			inconsistent with Claimant's
			own requests (which use a
			broader concept of
			"Documents").
			Fourth, Claimant states (with
			no explanation whatsoever)
			that the Documents Requested
			would provide " <i>a fragmented</i>
			view." This is false, contrary to
			common sense and a <i>non</i>
			sequitur: having access to the
			Documents Requested can only
			provide a more complete view
			and enable a better assessment
			of Ms Russo's valuation of the
			Antimony Smelter's plot.
			Moreover, whether Documents

	to be disclosed provide a
	"fragmented" or "complete
	view" of a factual or technical
	issue is irrelevant to grant or
	deny a request for Documents;
	it is for the Tribunal – not the
	Claimant – to weigh the
	evidence, once submitted by
	the Parties.
	Fifth, Claimant states that
	"[t]he time and cost of
	producing [the Documents
	Requested] significantly
	outweigh their expected
	probatory value."
	As stated in Request No. 2
	above, it is not for Claimant but
	for the Tribunal to decide the
	probative value of the
	Documents Requested
	(UNCITRAL Rules, Art. 27.4).
	In any case, the Documents
	Requested are relevant to
	confirm the reasonability of Mr
	Mirone's valuation of the
	Antimony Smelter's plot.
	e. <u>The Documents Requested</u>
	are in Claimant's possession,
	custody or control
	In relation to <u>Request No. 39</u>
	b., Bolivia takes note of Ms
	Russo's statement that there are
	no responsive documents.
	In relation to <u>Request No. 39</u>
	<u>a.</u> , Bolivia takes note (i) that all

	the Documents and
	Correspondence <u>received</u> by
	Ms. Russo that are responsive
	to this Request are on the
	record, and (ii) of Ms Russo's
	statement that she did not keep
	a copy of the Documents and
	Correspondence corresponding
	to this Request No. 39(a) that
	she hand delivered to the
	<i>"inmobiliarias</i> " and <i>"peritos</i>
	valuadores."
	valuaaores.
	In relation to (ii):
	One, Claimant has the
	obligation to conduct a
	reasonable search of the
	Documents Requested
	(according to the Commentary
	to the IBA Guidelines on Party
	Representation in International
	Arbitration, "[a] Party
	Representative should advise
	the Party whom he or she
	represents to take, and assist
	such Party in taking,
	reasonable steps to ensure
	that: (i) a reasonable search is
	made for Documents that a
	Party has undertaken, or been
	ordered, to produce"). The
	obligation to conduct a
	congution to conduct d
	reasonable search includes
	reasonable search includes
	reasonable search includes asking the " <i>inmobiliarias</i> " and

40.	The Document generated in anticipation of as well as those generated as a result of the <i>"llamadas telefónicas</i>	Statement of Defence, ¶ 900; Quadrant Report, ¶ 134; Mirones Report, ¶ 45; Russo Report, ¶¶ 5.2-5.4;	As indicated in the previous Request, Ms Russo estimates the value of the Antimony Smelter's plot based on two sources of information, the second one being the "valor de	Claimant <u>objects</u> to this request for the following three reasons: (a) <u>The Requested Documents</u> <u>are irrelevant to this case and</u>	 a., Bolivia insists in its Request. Bolivia disagrees with the objections submitted by Claimant, namely, that (i) the Documents Requested would not be relevant or material, (ii) the Request would fail to 	No action by the Tribunal required.
					Bolivia takes note of Claimant's offer. Unless Claimant confirms that there are no other documents responsive to Request No. 39	
					Claimant offers to conduct a reasonable search for any model letter that Ms Russo used when requesting information from <i>"inmobiliarias"</i> and <i>"peritos</i> <i>valuadores"</i> .	
					<i>"inmobiliarias"</i> and <i>"peritos valuadores"</i> . Bolivia thus request Claimant to confirm if such Documents exist and, if so, to produce them.	
					<u>Two</u> , Bolivia notes that Claimant has not denied the existence of Documents Requested other than those hand delivered to the	
					Ms Russo. Bolivia thus requests Claimant to confirm if it has made such inquiry and, if it has not, to do so.	

ej	fectuadas por la	Statement of Claim,	mercado de las zonas escogidas	immaterial to its outcome, and	identify a narrow and specific	
SI	uscrita [Ms Russo] a	¶ 282; Compass	como representatives de la zona	should therefore be excluded	category of Documents and (iii)	
lc	as partes vendedoras	Lexecon Report, ¶	de la Fundición de Antimonio	pursuant to Article 9.2(a) of	the Documents Requested	
e	n cada publicación	95.	tomado de publicaciones locales	the IBA Rules.	would be privileged.	
[6	el Diario La Patria]"		del año 2017 especializadas en	All Documents and	Without prejudice to the	
to	o obtain sales values		la valoración de benes	Correspondence on which Ms	foregoing, Bolivia takes note of	
(1	Russo Report, Table		inmuebles" (Russo Report, ¶ 5.2	Russo relies for her Expert	Ms Russo's confirmation that	
	, footnote n. 19),		a).	Report have been annexed to	"no Documents exist that	
	ncluding but not		Ms Russo relies on "the	said report, and are therefore	would correspond to Request	
li	mited to:		newspaper La Patria and the	in Bolivia's possession,	40".	
	a. Documents		magazine Ultracasas. For the	custody and control (GR-2 ,	10.	
	sufficient to		22 parcel prices derived from	GR-3-A, GR-3-B, GR-3-C,		
	identify the		La Patria, Ms Russo admits that	GR-3-D, GR-4, GR-5, GR-6,		
	individuals		the prices did not actually	GR-7-A, GR-7-A,		
	with whom		appear in the publication, but	GR-7-B,GR-7-C,GR-7-D,GR		
	Ms. Russo		were communicated by phone"	-7-E,GR-7-F,GR-7-G,		
	had each of		(Quadrant Report, ¶ 134). As	GR-7-H, GR-8, GR-9,		
	the phone		explained by Ms Russo,	GR-10, GR-11, GR-12,		
	calls and the		"[r]especto de los valores de	GR-13, GR-14, GR-15).		
	date of such		venta de terrenos publicados en	These are the only documents		
	calls;		el Diario La Patria, los mismos	that are relevant and material		
	1 41		surgen de llamadas telefónicas	to the outcome of this		
	b. the notes		efectuadas por la suscrita [Ms	arbitration. Information		
	taken by Ms Russo and/or		Russo] a las partes vendedoras	received during the phone		
			en cada publicación" (Russo	calls referred to in Request 40		
	by anyone working		Report, Table 1, footnote n. 19).	was directly input in Table 1		
	under her		The relevance and materiality of	in Ms Russo's expert report.		
	control in		the Documents Requested	Claimant notes that, as		
	preparation		should not be in dispute given	explained in Claimant's		
	for and/or		that, as indicated above, Ms	reasoned objections to		
	resulting		Russo relies on the phone calls	Request 2, above, Bolivia		
	from each of		with the "partes vendedoras en	grossly mischaracterizes		
	these phone		cada publicación [el Diario La	paragraph 8.2 of Procedural		
	calls; and		Patria]" (Russo Report, Table	Order No 1. This provision		
			1, footnote n. 19) to prepare its	does not give Bolivia the right		
	c. the			to request documents on		
	Corresponde			·		

nce	Report and value the Antimony	which Claimant's experts do]
exchanged	Smelter's plot.	<u>not</u> rely, nor does it make such	
by Ms Russo	Shieler's plot.	documents relevant or	
and/or by	In any case, the Documents	material to the outcome of this	
	Requested are relevant for Mr		
anyone	Mirones (Respondent's expert)	arbitration. In fact, paragraph	
working	to identify the specific	8.2 does not address the	
under her	properties subject to the sale	Parties' right to request	
control in	offers published in the	documents in this arbitration	
relation to	newspaper La Patria and	at all.	
these phone	confirm that, once their "forma,	Indeed, pursuant to the Work	
calls.	sus posibles afectaciones, etc."	Production / Litigation	
	are properly factored into the	privilege, Documents and	
	analysis (Mirones Report, ¶ 45),	Correspondence	
	their values are consistent with	correspondence corresponding to Request 40	
	and support Mr Mirones'	would not be disclosable in	
	valuation of the Antimony	this arbitration, because they	
	Smelter's plot.	were prepared for purposes of	
	•	this arbitration. Thus, the	
	The Documents Requested are	Requested Documents are	
	material to the outcome of this	neither relevant nor material to	
	case, as they will demonstrate	the outcome of this arbitration.	
	that (i) Mr Mirones' valuation	the outcome of this arbitration.	
	of the Antimony Smelter's plot	Bolivia uses this opportunity	
	is reasonable, and (ii) Ms	to submit allegations which	
	Russo's valuation of the	are based on mere speculation.	
	Antimony Smelter's plot cannot	This request thus amounts to a	
	be relied upon to calculate any	fishing expedition by Bolivia	
	compensation in this case and,	in an attempt to construct a	
	as a result, that Claimant's	case on the basis of evidence	
	valuation is flawed.	that it <i>hopes</i> to find in	
		Claimants' files. As explained	
	As an independent basis for this	in Claimant's reasoned	
	request, Ms Russo presumably	objections to Request 1,	
	had access to the Documents	above, such fishing	
	Requested when performing her	expeditions are not permitted	
	analysis given that she led the	under the IBA Rules.	
	phone calls with "las partes		
	vendedoras en cada publicación		

 [el Diario La Patria]" (Russo Report, Table 1, footnote n. 19). As explained by Ms Russo, "[r] especto de los valores de venta de terrenos publicados en el Diario La Patria, los mismos surgen de <u>llamadas telefónicas</u> <u>efectuadas por la suscripta</u> a las partes vendedoras en cada publicación" (emphasis added) (Russo Report, Table 1, footnote n. 19). Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts when performing their analyses (such as the Documents Requested). Bolivia reasonably believes that the Documents Requested exist and are in the possession, custody or control of Claimant. 	 (b) Bolivia's Request 40 as a whole is excessively broad and fails to identify a "narrow and specific category of Documents that are reasonably believed to exist," as required by Article 3.3(a) of the IBA Rules. Request 40 is excessively broad because it refers, broadly, to Correspondence and "Documents" (defined to cover <i>"all forms of written communications and</i> <i>Correspondence, including,"</i> to provide only a few examples, <i>"emails, notes, . contracts, agreements,</i> <i>drawings, graphs, charts,</i> <i>photographs, phono records,</i> <i>and data compilations"</i>) without specifying any time frame (as required by the IBA Rules) or specific custodians 	
 (Russo Report, Table 1, footnote n. 19). Thus, consistent with ¶ 8.2 of Procedural Order No. 1, Respondent's experts have the right to review the documents relied upon by Claimant's experts when performing their analyses (such as the Documents Requested). Bolivia reasonably believes that the Documents Requested exist and are in the possession, 	broadly, to Correspondence and "Documents" (defined to cover "all forms of written communications and Correspondence, including," to provide only a few examples, "emails, notes, . contracts, agreements, drawings, graphs, charts, photographs, phono records, and data compilations") without specifying any time frame (as required by the IBA Rules) or specific custodians (referring instead, broadly, to "anyone working under [Ms Russo's] control" and other "individuals"). Nor does Request 40 refer to a specific subject matter for the relevant phone calls. Ms Russo may	
	have been in communication with these individuals for a variety of reasons unrelated to this arbitration.	

	The Requested Documents are	
	not only voluminous and	
	difficult to locate, but they	
	will also provide a fragmented	
	view. The time and cost of	
	producing them significantly	
	outweigh their expected	
	probatory value, especially in	
	light of the fact that Bolivia	
	has failed to establish the	
	relevance and materiality of	
	the requested documents.	
	Again, paragraph 8.2 of	
	Procedural Order No 1 does	
	not give Bolivia the right to	
	request documents on which	
	Claimant's experts do <u>not</u> rely.	
	In fact, it does not address the	
	Parties' right to request	
	documents in this arbitration	
	at all.	
	(c) <u>Furthermore</u> , the request	
	seeks Documents and	
	Correspondence that are not in	
	Claimant's possession,	
	custody and control.	
	Ms Russo has confirmed that	
	no Documents exist that	
	would correspond to Request	
	40. Information received	
	during the phone calls referred	
	to in Request 40 was directly	
	input in Table 1 in Ms Russo's	
	expert report, to which Bolivia	
	has access.	
	nas access.	

J.	CONTRIBUTORY FA	AULT		In any event, pursuant to the Work Production / Litigation doctrine, any Documents corresponding to sub- categories (b) and (c) of Request 40 would not be disclosable in this arbitration.		
41.	The Documents prepared and/or reviewed by and/or available to the Glencore Group at any time during the period 2004-2005 that refer to the risks identified in the due diligence carried out by "a series of sophisticated advisers [] in the summer of 2004" of the Assets (Reply, ¶ 57), including but not limited to: a. the reports issued by the "sophisticate d advisers" that carried out the due diligence over the Assets;	Statement of Defence, ¶¶ 956- 960; C-198 (Second Amended and Restated Stock Purchase Agreement between Minera and Glencore International (Iris Shares) of 30 January 2005).	Claimant states that "Glencore International and its Peruvian subsidiary, IRSA, participated in a series of negotiations and engaged a series of sophisticated advisers beginning in the summer of 2004 in order to conduct due diligence over the Assets" (Reply, ¶ 57). After the due diligence, Minera S.A. and Glencore International A.G. signed the Second Amended and Restated Stock Purchase Agreement (C-198, p. 49) which reflected a US \$ 5 million "due diligence adjustment" (i.e., a US \$ 5 million deduction) from the initial offer made by Glencore International A.G. to Minera S.A. for the acquisition of the Assets. The Documents Requested are relevant to demonstrate that, when Glencore acquired the Assets, it was fully aware of the risk of their subsequent	Claimant objects to this request for the following three reasons: (a) Bolivia's Request 41 is inadmissible. In addition to making substantive submissions in its Redfern Schedule, Bolivia is seeking to impermissibly re- open issues that were fully argued in the jurisdiction and liability phase of this arbitration. Despite making seven requests for Documents relating to these allegations during the 2018 document production, receiving 127 Documents in response to these requests, and wasting the Parties' resources in the course of burdensome Section 1782 proceedings in in US courts, Bolivia has still failed to provide <i>any</i> evidence for its speculative allegation that "when Glencore acquired	Bolivia moves to compel the production of the Documents Requested.Claimant's objections are, in any event, misplaced for the following reasons:a. Bolivia's Request is admissibleFirst, Claimant criticizes Bolivia for allegedly "seeking to impermissibly re-open issues that were fully argued in the jurisdiction and liability phase of this arbitration." To do so, Claimant contends that Bolivia would be attempting to "disguise this allegation as a quantum issue".One, Bolivia does not need to educate the Tribunal on issues of contributory negligence. The analysis of contributory negligence presupposes a finding on liability: only if the Tribunal were to conclude (quod non) that Bolivia	Request partially granted. The Tribunal has decided to grant Request 41(a).

b. Any	reversion to the State. For	the Assets, it was fully aware	breached the Treaty, it will
assessment	instance, as explained by		assess the damages suffered by
		of the risk of their subsequent	
of the impact	Bolivia in relation to the Vinto $T_{i}^{i} = 0$ to $H_{i}^{i} = H_{i}^{i}$	reversion to the State".	Claimant (if any) and the
and/or	Tin Smelter, "Glencore	Since all the facts on the	latter's contribution to such
potential	International decided to acquire	record demonstrate that	damages. Thus, by definition,
impact of the	the Tin Smelter from fleeing	Bolivia's hypothesis is false,	the Documents Requested
risks	president Sánchez de Lozada	this request amounts to yet	pertain to the quantum stage of
identified in	nonetheless, being fully aware	another fishing expedition on	the case and Bolivia is not
the value of	of the risk that this Asset might	this issue, as it asks for a	trying to "disguise" anything.
any of the	be reverted to the State in the	broad universe of documents	Two, it suffices to review
Assets; and	near future" given the ample	in the <i>hopes</i> of creating a case	Bolivia's memorials in this
c. The	publicity surrounding its	where it has none. Bolivia	arbitration to confirm that it has
Documents	irregular privatization since	cannot invent a claim purely	always dealt with the issue of
and	2001 (Statement of Defence, ¶	for the purpose of obtaining	contributory negligence as part
calculations	959). Glencore's negligent	documents via this disclosure	of its quantum analysis: (i) in
supporting	conduct thus contributed to its	process –it must first establish	Bolivia's Statement of
the US \$	own alleged losses.	a <i>prima facie</i> claim and use	Defence, contributory
5,000,000	The Documents Requested are	the disclosure process to	negligence is a sub-section of
"due	material to the outcome of the	obtain documents that exist	the Quantum section (Section
diligence	case, as they will demonstrate	and are relevant and material	7.5) and (ii) the issue of
adjustment"	that any compensation awarded	to that claim.	contributory negligence was
reflected in	to Claimant should be reduced		not mentioned in Bolivia's
Schedule 2.1	to reflect its contribution to its	Bolivia should not be allowed	Rejoinder. Bolivia has not
of the		to succeed in its efforts to	5
of the "Second	own damages.	disguise this allegation as a	addressed (much less " <i>fully</i> <i>argued</i> ") these issues in the
Amended	Bolivia reasonably believes that	quantum issue, just so it can	S ,
and Restated	the Documents Requested exist	continue the fishing	jurisdiction and liability phase of this arbitration.
	and are in the possession,	expedition that it started in	of uns arouration.
Stock	custody or control of Claimant.	2018 on the issue of	Second, Claimant alleges that
Purchase		Glencore's due diligence in	Bolivia would have made
Agreement		relation to Claimant's	"seven requests for Documents
between		acquisition of the Assets. This	relating to these allegations
Minera and		is procedurally inadmissible	during the 2018 document
Glencore		and sufficient ground for the	production, receiving 127
International		Tribunal to reject Bolivia's	Documents in response to the
" (C-198 , p.		Request 41.	<i>requests</i> ". This is false.
49).		*	

(1) m1 m (-	
(b) <u>The Requested Documents</u>	One, Bolivia notes that
are irrelevant to this case and	Claimant's statement above
immaterial to its outcome, and	lacks any support. Indeed,
should therefore be excluded	Claimant fails to identify any
pursuant to Article 9.2(a) of	of the 7 document production
the IBA Rules.	requests that Bolivia would
The only relevant issue in the	have made or any of the
quantum phase of this	Documents that Claimant
arbitration is the value of	would have produced in
Claimant's investments at the	relation to "these allegations".
relevant dates of valuation.	Claimant does not even provide
	one example in support of its
The Tribunal will only	statements. This lack of
calculate the compensation	evidence should suffice to
owed to Claimant after	dismiss Claimant's allegation.
rejecting Bolivia's argument	Two, without prejudice to the
that the disputes at issue in	
this arbitration were not	foregoing, it suffices to review
highly foreseeable at the time	the document production
of acquisition (see SoC, $\P\P$	requests made in 2018 to confirm that Bolivia did not
316-321; Reply, ¶¶ 222-247;	
Rejoinder on Jurisdiction, ¶¶	make any requests related to
54-130) and finding Bolivia	issues of contributory
liable for its violations of the	negligence.
Treaty. As a result, the	Third, Claimant alleges that
Tribunal cannot then logically	this Request would amount to a
accept Bolivia's argument that	fishing expedition "since all the
Claimant was contributorily	facts on the record demonstrate
negligent because "when	that Bolivia's hypothesis [that
Glencore acquired the Assets,	when Glencore acquired the
it was fully aware of the risk	Assets, it was fully aware of the
of their subsequent reversion	risk of their subsequent
to the State" and reduce the	reversion to the State'] is
compensation owed by	false."
Bolivia.	
	<u>One</u> , Claimant's objection is
Therefore, the price for which	premised on its case being
Claimant acquired the Assets,	correct (<i>i.e.</i> , that, when

or Bolivin's allegation had sid price "reflected a USS 5 million 'due diligence adjustment' from the initial affer made by Glencore International A.G. to Minera S.A. for the acquisition of the Assets' are patently irrelevant and immaterial to the outcome of this arbitration. Glencore acquired the Assets, it was not avare of the risks surrounding them). Bolivia or such arbitration. (c) Bolivia's request is excessively hrmad and link to identify a "marnow and specific" cutiggory of Documents that are reasonably heliceved in the are reasonably heliceved and as it seeks, broadly. "Documents trendy "a de even Documents merely "Group". It does so without identifying any specific custodiants within the Glencore Group, which (a) failer to a specifie and of years that (a) failer of y areas over 200 entities around the while request all is the request within the Glencore Group which (a) failer of years that (a) failer of years that (a) failer of years that (b) failer of years that (b) failer of years that (c) cleaned is a specifie custodiants (b) failer of years that (c) cleaned is a specifie custodiants (b) failer of years that (c) cleaned is a specifie custodiants (c) failer of years that (c) cleaned is a specifie custodiants (c) failer of years that (c) cleaned is a specifie custodiants (c) failer of years that (c) cleaned is a specifie custodiants (c) cleaned is a specifie custodiants (c) cleaned is a specifie custodiants (c) cleaned (c) for the specified the dilligence), which can be easily identified (c) cleaned (c) failer of years that (c) cleaned (c) failer years that (c) cleaned (c) failer of years			
million 'due diligence' adjustment' from the initial offer made by Glercore International A.G. to Miners S.A. for the acquisition the automo of this arbitration. sourcould aware of a scheric schercher adjustment' to Miners S.A. for the acquisition the Assers' are patently irelevan and immaterial to the automo of this arbitration. sourcould aware of a scheric schercher adjustment' and fails to identify a "narrow and specific antergory of Documents that are reasonably believedo exist." are required by Article 3.3(a) of the IBA Rules. Claimant vas indeed aware of address them. Request 1 is imperiative viewed by "and exist. broady, "Documents merchy" "available to "the "Cilencore Group". It does so without identifying any specific custofians within the Geneors Group". It does so without identifying any specific custofians within the Geneors Group, Nuick Geneor 13 to 17 years apo or 200 entities are stared to solutice the source of by Claimant who is the only party who knows the author and context in which the Occuments' provided by Bolivia) comprise over 200 entities are stared to the specified tue dilligence), word—all the while request has does not amount to a fishing expedition, as explained in Request No. 1. Forwith cole by Bolivia) comprise of the specified tue dilligence), word all the while request has does not amount to a fishing expedition, as explained in Request No. 1. Forwith, Claimant states that Bourbar Charles and party for the purpose of		•	-
adjustment"from the initial affer made by Glencer International A. G. io Minera S.A. for the acquisition of the Assets" are patently irrelvant and immaterial to the outcome of this arbitration. opposes this view, and argues that Claimant was indeed aware of a such risks and took measures to address them. Accepting Claimant vas indeed aware of this arbitration. Claimant vas indeed aware of this arbitration. (c) Bolivia's request is excessively broad and fails to identify a "marcy and specific category of Documents that are reasonably belived to exist," as required by Article 3.3(a) of the IBA Rules. Two, Bolivia's request for Documents relating to the due diligence of the Assets that was carried out by "a series of sophisticated advisers (] in the some of 2004" (Rely 1, "Documents merely "available to "the "Glencore Group, which due fined by Bolivia is organy is the source of the Assets that was carried out by "a series of sophisticated advisers (] in the soperified due dilligence), which can be easily identified by "the "claimant" so a specific cutegory of documents the etally any specific cutegory of documents the adultified by Dolivia is organy. VD calimant, who is the only party who knows the author and cantext in which the Documents were prepared. This Request flux but requests, the definition of "Documents" provided by Bolivia is			
Image: Initial offer made by Glencore International A. I.o. Minera Intal Claimant was indeed aware of such risks and took mensures to such risks them. S.A. for the acquisition of the Assets' are patiently irrelevant and immaterial to the outcome of this arbitration. Image: Imag		_	
Image: International A.G. to Minera of such risks and took measures S.A. for the acquisition of the acquisition of the activity irrelevant and immateriato. of such risks and took measures of this arbitration. (c) Bolivia's request is excessively broad and fails to identify a "marow and specific" c category of Documents' that are reasonably believed to c.address that was 2.3(a) of the IBA Rules. Request 41 is impermissibly broad, so it seeks, broadly, "Documents' messers of specific due dilligence of the Assets that was carried out by "a series of specified due dilligence of the Assets that was carried out by "a series of specified due dilligence of the Assets that was carried out by "a series of specified due dilligence of the Assets that was carried out by "a series of specified due dilligence, which (as of documents (those related to the specified due dilligence), which (as defined by Bolivia) comprise order of the years of order and the word/d—all the which specified due dilligence), which (as definition of d years the specified due dilligence), which (as definition of d'years the specified due dilligence), which (as definition of d'years the sperupared and the		0	
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(c) Bointia Strequest IS excessively broad and fails to identify a "narrow and specific category of Documents to prejudge this issue, something this Tribunal cannot (and should not) do. category of Documents Two, Bolivia''s request for big exist, "as required by Article 3.3(a) of the IBA Rules. Two, Bolivia''s request for Request 41 is impermissibly broad, as it seeks, broadly, "Documents prepared and/or reviewed by" and even Two, Bolivia''s request for Documents prepared and/or reviewed by" and even Sophisticated advisers [] in Documents merely "available to" the "Glencore Group". It does so without identifying any specific custodians within the Glencore Group, which (as defined by Bolivia) comprises over 200 entities around the world—all the while requesting such Documents for a period of 4 years that occurred 13 to 17 years ago. As with is other requests, the definition of "Documents" provided by Bolivia is Fourth, Claimant, who as the ather and context in which the Documents were prepared. This Request thus does not amount to a fishing expedition, as explained in Request No. 1.		of this arbitration.	Claimant's objection would
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identify a "narrow and specific something this Tribunal cannot			to prejudge this issue,
Image:			something this Tribunal cannot
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		definition of "Documents"	Bolivia " <i>cannot invent a claim</i>
extremely broad and covers <i>obtaining documents via this</i>		provided by Bolivia is	purely for the purpose of
		extremely broad and covers	obtaining documents via this

				<i>"all forms of written</i> <i>communications and</i> <i>Correspondence, including,</i> " to provide only a few examples, <i>"emails, notes, .</i> <i> contracts, agreements,</i> <i>drawings, graphs, charts,</i> <i>photographs, phono records,</i> <i>and data compilations.</i> " The search for and production of documents responsive to this Request would be unduly and excessively burdensome for Claimant, as it would require Claimant to search through a data room underlying a transaction that occurred approximately 15 years ago, through a vast number of documents scattered across the files of many individuals at Claimant and its affiliates. The time and cost of gathering, reviewing and producing the Requested Documents significantly outweigh their expected probatory value, especially in light of the fact that Bolivia has failed to establish the relevance and materiality of the requested documents.	disclosure process – it must first establish a prima facie claim" (emphasis added). One, Claimant's objection fails on its own terms. Claimant argues that Bolivia would be inventing a claim to obtain documents at this stage but, at the same time, argues that Bolivia would be "seeking to impermissibly re-open issues that were fully argued in the jurisdiction and liability phase of this arbitration" (emphasis added). This contradiction shows the weakness of Claimant's criticisms. <u>Two</u> , Bolivia has established a prima facie case for Claimant's contributory negligence (Statement of Defence, section 7.5), and will continue to develop this argument in its Rejoinder on Quantum. b. The Documents Requested are relevant to the case and material to its outcome First, Claimant alleges that "the only relevant issue in the quantum phase of this arbitration [would be] the value of Claimant's investments at the relevant
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	1	1	
			Bolivia does not need to
			explain to the Tribunal why
			this view is incomplete.
			Claimant self-servingly
			assumes that there can be no
			finding of contributory
			negligence in the quantum
			stage of the proceedings. This
			is simply false.
			Second, according to Claimant,
			if the Tribunal were to find that
			Bolivia breached the Treaty,
			<i>"the Tribunal cannot then</i>
			logically accept [] that
			Claimant was contributorily
			negligent because 'when
			Glencore acquired the Assets,
			it was fully aware of the risk of
			their subsequent reversion to
			the State' and reduce the
			compensation owed by
			Bolivia".
			This is incorrect. As explained
			above, the principle of
1			contributory negligence
			necessarily implies a finding of
			liability by the Tribunal.
			Claimant's interpretation of the
			contributory negligence
			principle would deprive it of
			any sense.
			c. <u>Bolivia's request is narrow</u>
			and specific
			First, Claimant criticizes
			Bolivia for not identifying the
			custodians of the Documents
L			

	<u> </u>		and for "manuaging
			ed and for "requesting nts for a period of 4
			at occurred 13 to 17
		5	
		years ag	0.
1		One, as s	stated in Request No. 1
		above, th	ne IBA Rules do not
		require t	hat a request for
		-	nts identifies its
		custodia	ns. Bolivia's request is
			nt with Art. $3(3)(a)(i)$
			BA Rules, as it contains
			iption of each
			d document sufficient
		to identij	
			sides the evident copy-
			error (the period 2004-
			not a "4 year period"
			as not "13 to 17 years
			his objection has no
			the present arbitration
			e period in which the
			vere controlled by
			e started precisely in
			e., 15 years ago).
			ng this objection would
			ly block most Requests
			o the Assets, violating
		Bolivia	s due process.
		Second.	Claimant argues that
			lest would be too
		-	s shown by (i)
			s use of an ample
			n of the term
			<i>ents</i> ", and (ii) the
			for Documents
L	<u> </u>	request I	

	prepared and/or reviewed b "the Glencore Group".For the same reasons stated Requests No. 1 and 3 above these objections are mispla and unwarranted.Third, Claimant submits th responding to this Request would be excessively burdensome, "as it would require Claimant to search through a data room underlying a transaction th occurred approximately 15 years ago, through a vast number of documents scatt across the files of many	l in e, ced at
	individuals at Claimant and affiliates". This is simply not believab The Documents Requested pertain to the risks identified the due diligence that prece the acquisition of the Asset These risks were definitely assessed by Glencore's top level management and executives. In light of their importance, the Documents	le. ed in eded s. -
	Requested must be readily available and, in any case, Claimant can easily access them by reaching out to the <i>"sophisticated advisors"</i> ar to the individuals who asse these risks.	e ud/or

					 Fourth, Claimant submits that "[t] he time and cost of gathering, reviewing and producing the Requested Documents significantly outweigh their expected probatory value". As stated in Request No. 2 above, it is not for Claimant but for the Tribunal to decide the probativevalue of the Documents Requested (UNCITRAL Rules, Art. 27.4). In any case, the Documents Requested are relevant to confirm that Glencore's negligent conduct contributed to its own alleged losses. 	
42.	In relation to the section entitled " <i>Key</i> <i>risks</i> " dedicated to former president Sánchez de Lozada in "Glencore's Interoffice Correspondence" (C- 196): a. Communicati ons prepared and/or reviewed by the Glencore Group at any time during the period 2004-2005	Statement of Defence, ¶¶ 956- 960; C-196 (Glencore inter office correspondence from Mr Eskdale to Mr Strothotte and Mr Glasenberg of 20 October 2004).	While negotiating the acquisition of the Assets, an internal document from the Glencore Group identified issues related to former president Sánchez de Lozada, then owner of the Assets, as key risks for the transaction. The section titled "key risks" of this document stated, among others, that "there is clearly a risk that Goni's personal issues might have a bearing on the group's sale. We need to be extremely cautious both in terms of the warranties and indemnities given in any share purchase agreement and also in the	Claimant objects to this request for the following three reasons: (a) <u>Bolivia's Request 42, like</u> <u>its Request 41, is</u> <u>inadmissible.</u> As explained in relation to Request 41, in addition to making substantive submissions in its Redfern Schedule, Bolivia is seeking to impermissibly re-open issues that were fully argued in the jurisdiction and liability phase of this arbitration. Despite making seven requests for Documents relating to	For the same reasons stated in Bolivia's reply to Claimant's objections to Request No. 41 above, Bolivia moves to compel the production of the Documents Requested .	Request denied.

that discuss	handling and presentation of the	these allegations during the	
the risks	transition in country" (C-196, p.	2018 document production,	
described in	5).	receiving 127 Documents in	
the "Key	5).	response to these requests, and	
-	The Documents Requested are		
risks" section	relevant to demonstrate that,	wasting the Parties' resources	
(C-196);	when Glencore acquired the	in the course of burdensome	
b. Any	Assets, it was fully aware of the	Section 1782 proceedings in	
assessment	risk of their subsequent	US courts, Bolivia has still	
of the impact	reversion to the State. For	failed to provide any evidence	
and/or	instance, as explained by	for its speculative allegation	
potential	Bolivia in relation to the Vinto	that "when Glencore acquired	
impact of	Tin Smelter, "Glencore	the Assets, it was fully aware	
any of the	International decided to acquire	of the risk of their subsequent	
risks	the Tin Smelter from fleeing	reversion to the State".	
identified in	president Sánchez de Lozada	Since all the facts on the	
the " <i>Key</i>	nonetheless, being fully aware	record demonstrate that	
risks" section	of the risk that this Asset might	Bolivia's hypothesis is false,	
(C-196) in	be reverted to the State in the	this request amounts to yet	
the operation	near future" given the ample	another fishing expedition on	
of any of the	publicity surrounding its	this issue, as it asks for a	l
Assets	irregular privatization since	broad universe of documents	
prepared	2001 (Statement of Defence, ¶	in the <i>hopes</i> of creating a case	l
and/or	959). Glencore's negligent	where it has none. Bolivia	
reviewed by	conduct thus contributed to its	cannot invent a claim purely	
the Glencore	own alleged losses.	for the purpose of obtaining	
Group at any		documents via this disclosure	
time during	The Documents Requested are	process – it must first establish	
the period	material to the outcome of the	a <i>prima facie</i> claim and use	
2004-2005;	case, as they will demonstrate	the disclosure process to	
and	that any compensation awarded	obtain documents that exist	
	to Claimant should be reduced	and are relevant and material	
c. Any	to reflect its contribution to its	to that claim.	
assessment	own damages.		
of the impact	Bolivia reasonably believes that	Bolivia should not be allowed	
and/or	the Documents Requested exist	to succeed in its efforts to	
potential	and are in the possession,	disguise this allegation as a	
impact of	custody or control of Claimant.	quantum issue, just so it can	
	custody of condition of Channalit.		

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Tribunal cannot then logically		
		accept Bolivia's argument that

Claimant was contributorily
negligent because "when
Glencore acquired the Assets,
it was fully aware of the risk
of their subsequent reversion
to the State" and reduce the
compensation owed by
Bolivia.
Therefore, any risks identified
in the due diligence conducted
by Glencore in connection
with Claimant's acquisition of
the Assets are patently
irrelevant and immaterial to
the outcome of this arbitration.
(c) <u>Bolivia's request is</u>
excessively broad and fails to
identify a "narrow and specific
category of Documents
that are reasonably believed to
exist," as required by Article
3.3(a) of the IBA Rules.
Request 42 is impermissibly
broad, as it seeks, broadly,
documents " <i>prepared and/or</i>
reviewed by the "Glencore
Group", without identifying
any specific custodians within
that Group, which (as defined
by Bolivia) comprises over 200 entities around the
world—all the while
requesting such Documents
for a period of 4 years that
occurred 13 to 17 years ago.

	The search for and production
	·
	of documents responsive to
	this Request would be unduly
	and excessively burdensome
	for Claimant, as it would
	require Claimant to search
	through a data room
	underlying a transaction that
	occurred approximately 15
	years ago, through a vast
	number of documents
	scattered across the files of
	many individuals at Claimant
	and its affiliates. The time and
	cost of gathering, reviewing
	and producing the Requested
	Documents significantly
	outweigh their expected
	probatory value, especially in
	light of the fact that Bolivia
	has failed to establish the
	relevance and materiality of
	the requested documents.