

1 LIST
 2 M NELSON SEGEL, CHARTERED
 3 M NELSON SEGEL, ESQUIRE
 Nevada Bar No. 0530
 4 624 South 9th Street
 Las Vegas, Nevada 89101
 Telephone: (702) 385-5266
 Attorneys for Defendants Larry Hahn
 5 and Hahn's World of Surplus, Inc.

FILE #	5081-01
INDEX: YES	NO
CALENDAR:	
DATE 1:	_____
DATE 2:	_____
BY:	_____
OTHER:	_____
ATTORNEY:	JT
ROUTE TO:	_____

8 **DISTRICT COURT OF NEVADA**
 9 **COUNTY OF CLARK**

10	TED R. BURKE; MICHAEL R and LAURETTA)	CASE NO.	A558629
11	L. KEHOE; JOHN BERTOLDO; PAUL)		
12	BERNARD; EDDY KRAVETZ; JACKIE)	DEPT.	XIII
13	and FRED KRAVETZ; STEVE FRANKS;)		
14	PAULA MARIA BARNARD; PETE T. and)		
15	LISA A. FREEMAN; LEON GOLDEN;)		
16	C.A. MURFF; GERDA FERN BILLBE; BOB and)		
17	ROBYN TRESKA; MICHAEL RANDOLPH, and)		
18	FREDERICK WILLIS,)		
19	Plaintiffs,)	DEFENDANTS LARRY L. HAHN	
20	vs.)	AND HAHN'S WORLD OF	
21)	SURPLUS, INC.'S LIST OF	
22)	DOCUMENTS AND WITNESSES	
23)	PURSUANT TO NRCP 16.1	
24	LARRY L. HAHN, individually, and as President)		
25	of and Treasurer of Kokoweef, Inc., and former)		
26	President and Treasurer of Explorations)		
27	Incorporated of Nevada; HAHN'S WORLD OF)		
28	SURPLUS, INC., a Nevada corporation;)		
29	PATRICK C. CLARY, an individual;)		
30	DOES 1 through 100, inclusive;)		
31	Defendants,)		
32)		
33	and)		
34)		
35	KOKOWEEF, INC., a Nevada corporation;)	DATE: 4/9/09	
36	EXPLORATIONS INCORPORATED OF)		
37	NEVADA, a dissolved Nevada corporation;)	TIME: 9:00 a.m.	
38	Nominal Defendants.)		

27 Defendants LARRY HAHN ("HAHN") and HAHN'S WORLD OF SURPLUS, INC
 28 ("SURPLUS")(HAHN and SURPLUS sometimes collectively referred to herein as "HAHN

1 DEFENDANTS”), by and through their attorney, M NELSON SEGEL, ESQUIRE, hereby submits
2 their List of Documents and Witnesses Provided Pursuant to NRCP 16.1.

3 **LIST OF DOCUMENTS**

- 4 1. Amended Answer to Plaintiffs’ Amended Verified Derivative Complaint;
5 2. Books and records of Explorations Incorporated of Nevada;
6 3. Books and records of Kokoweef, Inc.;
7 4. Exhibits utilized in the Evidentiary Hearing held on or about the 30th day of
8 July, 2008;
9 5. Mayan Gold letter dated March 17, 2007, with exhibits;
10 6. HAHN DEFENDANTS reserve the right to utilize any document identified
11 by the Plaintiffs or presented at the trial of this matter.
12 7. As discovery is continuing, HAHN DEFENDANTS reserve the right to
13 supplement this response as they become aware of further documentation.

14 **WITNESSES**

- 15 1. Larry L. Hahn, individually
16 % M Nelson Segel, Esquire
17 M NELSON SEGEL, CHARTERED
18 624 South 9th Street
19 Las Vegas, Nevada 89101
20 (702) 385-5266

21 This witness will testify concerning his knowledge of the facts and circumstances giving rise
22 to the allegations contained in the Pleadings on file herein.

- 23 2. Patrick C. Clary, Esquire
24 7201 West Lake Mead Blvd., Suite 410
25 Las Vegas, Nevada 89128

26 This witness will testify concerning his knowledge of the facts and circumstances giving rise
27 to the allegations contained in the Pleadings on file herein.

- 28 3. Christine Hahn, President
Hahn’s Surplus
%M Nelson Segel
624 South 9th Street
Las Vegas, Nevada 89101
(702)385-5266

1 This witness will testify concerning her knowledge of the facts and circumstances giving rise
2 to the allegations contained in the Pleadings on file herein.

3 4. Talon Stringham
4 % ROBERTSON & VICK
5 401 North Buffalo Drive, Suite 202
6 Las Vegas, Nevada 89145

7 This witness will testify concerning his analysis of various transactions that are contained
8 in the allegations in the Pleadings on file herein.

9 5. Rita Van De Walker
10 Las Vegas, Nevada 891

11 This witness will testify concerning his knowledge of the facts and circumstances giving rise
12 to the allegations contained in the Pleadings on file herein.

13 6. Each of the Plaintiffs
14 %ROBERTSON & VICK
15 401 North Buffalo drive, Suite 202
16 Las Vegas, Nevada 89145

17 These witnesses will testify concerning their knowledge of the facts and circumstances giving
18 rise to the allegations contained in the Pleadings on file herein.

19 7. Skip Wynia

20 This witness will testify concerning his knowledge of the facts and circumstances giving rise
21 to the allegations contained in the Pleadings on file herein.

22 8. Bill Simshauser

23 This witness will testify concerning his knowledge of the facts and circumstances giving rise
24 to the allegations contained in the Pleadings on file herein.

25 9. PMK
26 Redding Drilling

27 This witness will testify concerning his knowledge of the facts and circumstances giving rise
28 to the allegations contained in the Pleadings on file herein.

1 10. Mark Zobrist, President
2 Mayan Gold
3 7881 West Charleston Avenue
4 Suite 220
5 Las Vegas, Nevada 89117

6 This witness will testify concerning his knowledge of the facts and circumstances giving rise
7 to the allegations contained in the Pleadings on file herein.

8 11. Frank Rowley

9 This witness will testify concerning his knowledge of the facts and circumstances giving rise
10 to the allegations contained in the Pleadings on file herein.

11 12. Edith Peterson

12 This witness will testify concerning her knowledge of the facts and circumstances giving rise
13 to the allegations contained in the Pleadings on file herein.

14 13. Vincent Davidson

15 This witness will testify concerning his knowledge of the facts and circumstances giving rise
16 to the allegations contained in the Pleadings on file herein.

17 14. Larry Butler

18 This witness will testify concerning his knowledge of the facts and circumstances giving rise
19 to the allegations contained in the Pleadings on file herein.

20 15. Dick Skoy

21 This witness will testify concerning his knowledge of the facts and circumstances giving rise
22 to the allegations contained in the Pleadings on file herein.

23 16. Brad Johnson

24 This witness will testify concerning his knowledge of the facts and circumstances giving rise
25 to the allegations contained in the Pleadings on file herein.

26 17. Joan Latz

27 This witnesses will testify concerning her knowledge of the facts and circumstances giving
28 rise to the allegations contained in the Pleadings on file herein.

 18. Greg Han

1 This witnesses will testify concerning his knowledge of the facts and circumstances giving
2 rise to the allegations contained in the Pleadings on file herein.

3 19. Roger J. Smid, Assayer/Consultant
4 1204 North Mojave Road
5 Las Vegas, Nevada 89101

6 This witnesses will testify concerning his knowledge of the facts and circumstances giving
7 rise to the allegations contained in the Pleadings on file herein.

8 20. HAHN DEFENDANTS also reserves their right to call any witnesses
9 identified or utilized by the Plaintiffs or other Defendants named in this matter.

10 21. As discovery is continuing, HAHN DEFENDANTS reserve their right to
11 supplement this list of witnesses as more individuals become known.

12 DATED this 17th day of April, 2009.

13 M NELSON SEGEL, CHARTERED

14 By 

15 M NELSON SEGEL, ESQUIRE

16 Nevada Bar No. 0530

17 624 South 9th Street

18 Las Vegas, Nevada 89101

19 Attorneys for Defendants Larry L. Hahn and

20 **CERTIFICATE OF MAILING**

21 The undersigned hereby certifies that on the 17th day of April, 2009, she served the
22 foregoing LARRY L. HAHN and HAHN'S WORLD OF SURPLUS, INC.s' LIST OF
23 DOCUMENTS AND WITNESSES PURSUANT TO NRCP 16.1 by causing true and
24 correct copies to be placed in the United States Mail, postage fully prepaid thereon and addressed
25 as follows:

26 Jennifer Taylor, Esquire 27 401 North Buffalo Drive 28 Suite 202 Las Vegas, Nevada 89145	Patrick C. Clary, Esquire 7201 West Lake Mead Blvd. Suite 410 Las Vegas, Nevada 89128
--	--


An employee of M Nelson Segel, Chartered

Mayan Gold, Inc.

7881 W. Charleston Blvd. #220
Las Vegas, NV 89117
www.mayangold.net

March 11, 2007

Kokoweef, Inc.
Attn. Mr. Ted Burke
Via electronic mail:
tedburke@cox.net

Dear Ted;

I want to thank you again for your time in showing me a little about the operations and history of your very interesting project near Mtn. Pass, CA. As I indicated to you after the visit, I was interested as a potential individual investor initially, but now I see that there may be a fit with my current gold company, Mayan Gold.

I probably mentioned that our Company currently has one mine in production with positive cash flows and a second mine which is about to be commissioned within the next few months which will double our revenues. We have invested over \$4,000,000 in those mines and 8 additional mining concessions, all in Honduras. We do have additional funding specifically set aside for US based projects and I am actively seeking such opportunities right now.

I know we didn't talk about that possibility, but if you and your board of directors have any interest in discussing how we might bring value to your project, I can say that we would be interested. I understand a little about the history of your company and I believe that any participation by Mayan Gold would have to respect that history and your goals. We typically rely on existing management to continue to run the projects we invest in but within certain guidelines, budgets and goals that we would jointly establish.

I look forward to your response.

Best Personal Regards,

Mark Zobrist, President

cc. John Bertoldo

Rx Date/Time MAR-04-20. (TUE) 08:47

03/03/2008 21:05 4355862039

SO VTAH CO.

4355862039

P. 011

PAGE 10

01/02/2008 12:16 7822555374

PRE:PAID LEGAL ASSOC

PAGE 04



Mayan Gold, Inc.

7881 W. Charleston Blvd. #220
Las Vegas, NV 89117
www.mayangold.net

March 11, 2007

Kokoweef, Inc.
Attn. Mr. Ted Burko
Via electronic mail:
tedburke@cox.net

Dear Ted;

I want to thank you again for your time in showing me a little about the operations and history of your very interesting project near Mtn. Pass, CA. As I indicated to you after the visit, I was interested as a potential individual investor initially, but now I see that there may be a fit with my current gold company, Mayan Gold.

I probably mentioned that our Company currently has one mine in production with positive cash flows and a second mine which is about to be commissioned within the next few months which will double our revenues. We have invested over \$4,000,000 in those mines and 8 additional mining concessions, all in Honduras. We do have additional funding specifically set aside for US based projects and I am actively seeking such opportunities right now.

I know we didn't talk about that possibility, but if you and your board of directors have any interest in discussing how we might bring value to your project, I can say that we would be interested. I understand a little about the history of your company and I believe that any participation by Mayan Gold would have to respect that history and your goals. We typically rely on existing management to continue to run the projects we invest in but within certain guidelines, budgets and goals that we would jointly establish.

I look forward to your response.

Best Personal Regards,


Mark Zobrist, President

cc. John Bertoldo

OUTLINE OF KEY ISSUES IN JOINT VENTURE BETWEEN

MAYAN GOLD, INC. AND KOKOWEEF, INC. MAY 31, 2007

1. Kokoweef is focused on finding the underground caverns and black sands as described by Earl Dorr.
2. Mayan Gold is focused on mining the old claims using the old mine shafts and updating prior geological data combined with new ore body data in the more traditional mining sense.
3. Kokoweef has a large number of investors with limited records of exactly how those shares are held.
4. Mayan Gold has a limited number of shareholders and is trying to prepare itself for an eventual public offering or acquisition by a publicly traded company.
5. Kokoweef is more focused on "exploration".
6. Mayan Gold is more focused on "production".
7. Kokoweef is attempting to raise money for its continued exploration.
8. Mayan Gold is interested in investing money towards production and not in spending money to acquire an interest in someone else's mine.



Mark Zobrist
CEO

7881 West Charleston Blvd., Suite 230
Las Vegas, Nevada 89117, U.S.A.
Ph. 702.373.4281 E-mail: marcos@bluesun.net

PROPOSED STRUCTURE BETWEEN MAYAN GOLD AND KOKOWEEF

A. Form a new entity ("Gold Partners") which is owned jointly by Mayan Gold and Kokoweef. Initially, Kokoweef would sign a lease agreement with Gold Partners allowing it full access to the site and all production rights from the mine's old tunnels and any new ore bodies discovered during the lease term. Gold Partners rights would be broad regarding all traditional mining rights. THE LEASE WOULD SPECIFICALLY EXCLUDE ALL RIGHTS TO ANY UNDERGROUND CAVERNS, RIVERS AND BLACK SAND DEPOSITS AS DESCRIBED BY EARL DORR.

B. Mayan Gold would own a controlling interest in Gold Partners and provide the funding and the day to day management of the company.

C. Kokoweef would share all historical data, assays, drill results, geological maps, etc. on the existing mines to Gold Partners who would hire the needed personnel to put all such information into a database and geological model. All future drill results, assays, mapping, etc. would belong to Gold Partners, but upon dissolution of Gold Partners, all such information would be transferred to Kokoweef.

D. It is anticipated that both Gold Partners (managed by Mayan Gold) and Kokoweef would be working on the property. The parties would agree to cooperate with each other and to share all information obtained during the start-up phase of the mine. Any discoveries of an underground cavern, river and black sands would be immediately transferred to the control of Kokoweef. All traditional ore body discoveries, including but not limited to the existing mining shafts, adits, tunnels, etc. would be immediately transferred to the control of Gold Partners.

E. In order to incentivize each owner of Gold Partners to collaborate and cooperate fully, each party would own an agreed percentage of each others eventual discoveries and production. It may be an advantage to each party to have at least one member sit on the other company's board of directors - at least as an advisory board member. It may also be advantageous for each party to actually own a small number of shares in the other party or possibly have options to acquire such interest at a set price IF certain contingencies occur.

DRAFT OR OUTLINE OF PROPOSED AGREEMENT BETWEEN MAYAN GOLD, INC. AND KOKOWEEF, INC.

This Agreement is entered into this ____ day of _____, 2007, between Mayan Gold, Inc., a Nevada corporation with offices at 7881 W. Charleston #220, Las Vegas, NV 89117 hereinafter "Mayan" and Kokoweef, Inc., a Nevada corporation with offices at 7473 W. Lake Mead, Las Vegas, NV ---- and hereinafter "Kokoweef", for the purpose of establishing the relationship of the two parties regarding the mining property described in Exhibit A, attached hereto and made a part herefo, and hereinafter "Mine".

WHEREAS, Mayan was formed in 2002 for the purpose of finding, buying and developing producing mining claims; and

WHEREAS, Mayan currently has at least one producing mine in Central America and is now searching for other mining opportunities in the United States; and

WHEREAS, Mayan has conducted an initial review and site visit of the Mine; and

WHEREAS, Kokoweef is the owner and/or current lessee of certain mining claims associated with the Mine as described in Exhibit A; and

WHEREAS, Kokoweef desires to retain all rights to the potential underground caverns, rivers and black sands originally discovered by Earl Dorr; and

WHEREAS, Mayan desires to develop the prior mine workings, the existing mine and any traditional ore deposits at the Mine; and

WHEREAS, Kokoweef and Mayan are willing to enter into a joint development agreement to allow Mayan to evaluate and develop the old mine workings and any new traditional ore bodies at the Mine; and

NOW THEREFORE, the Parties agree to the following terms and conditions:

1. The Parties shall form a new Nevada corporation hereinafter referred to as "Gold Partners" with 25,000,000 authorized shares at \$.001/share par value and shall issue it first one million shares to the Parties for valuable consideration as follows:

A. 600,000 shares to Mayan in exchange for \$100,000 equity in cash and/or short term promissory notes which may be called and converted to equity over the next 12 months.

B. 400,000 shares to Kokoweef in exchange for a signed lease assigning its mining rights under its leases and/or ownership of the underlying mining claims which lease shall allow Gold Partners to explore, evaluate and create a mine development plan during the next 12 months.

2. Gold Partners shall have a Board of Directors consisting of five (5) persons, two (2) of whom shall be appointed to one year terms by Kokoweef and three (3) of whom shall be appointed to one year terms by Mayan. The Board shall be responsible for all decisions relating to its operations, budgets, expenditures and projections.

3. Gold Partners shall develop a comprehensive business and mine plan, hereinafter the "Plan", based on its initial evaluations, assays and studies. The Plan shall address three phases:

A. Phase I shall include mapping the existing tunnels; sampling and assaying the existing tunnels; introduction of the available mining information into a data base program in order to create a geological model of the Mine; preparation of an initial report of the results, projected values and potential mining operations; recommendation of an initial core drilling program to confirm initial results IF such results are favorable.

B. At the completion of Phase I, including any extensions of time mutually agreed to by the Parties, Mayan shall have one of two options:

- (i) Mayan may terminate its joint venture agreement hereunder and return all work product and all shares owned in Gold Partners to Kokoweef with a release and hold harmless agreement in exchange for the same from Kokoweef; OR
- (ii) Mayan may elect to finance and continue with the development of the Mine via one or more of the Phase I recommended drilling programs to verify the potential of the confirmed mineral resource at the Mine.

C. Phase II shall include a more specific and intense assay and sampling program as well as a core drilling program. Phase II may include process analysis and a small pilot plant at the site if the Phase I results justify such an investment.

D. If Mayan elects to continue under Phase II, it shall be issued an additional 200,000 shares in Gold Partner for every \$100,000 it funds or loans into Gold Partners up to a maximum of an additional 1,000,000 shares in Gold Partners. Under Phase II, Gold Partner's underlying lease from Kokoweef shall be extended for a reasonable time sufficient to allow Gold Partners to complete the selected drilling and development program. This lease extension shall include a negotiated monthly lease payment to Kokoweef for all extensions beyond the initial one year term.

E. At the completion of Phase II, including any extensions of time mutually agreed to by the Parties, Mayan shall have one of two options:

- (i) Mayan may terminate its joint venture agreement hereunder and return all work product and all shares owned in Gold Partners to Kokoweef with a release and hold harmless agreement in exchange for the same from Kokoweef; OR
- (ii) Mayan may elect to finance and continue with the development of the Mine into the production phase with the objective of commercializing the resources at the Mine.

F. If Mayan elects to continue under Phase III, it shall complete a feasibility study including a resource estimate, a mine plan, capital cost estimates, budgets and timelines, projected returns, etc. and whatever may be necessary to arrange funding to place the mine into commercial production. If any further equity based funding is needed at that time, the Parties shall each have a right to participate on the same terms and conditions on a pro-rata basis equal to the proportion of shares owned in Gold Partners.

4. Kokoweef may continue to explore and develop its resources on the Mine site but shall be limited to finding and uncovering the underground cavern, river and black sands that were originally discovered by Earl Dorr. Should either Party uncover or gain knowledge of any underground caverns, rivers or black sands, that Party shall immediately notify Kokoweef management and shall cooperate fully to turn over all further development of the discovered area to Kokoweef.

5. All Parties agree to cooperate and support each other with their respective tasks while at the Mine site and to be aware to each Parties rights and needs in jointly working the same area. Each Party shall provide access to its exploration, assays, drill results, etc. to the other Party on a regular basis or upon that Party's written request.

AGREED TO THIS ____ DAY OF ____
ETC....