

SUMMARY OF CLAIM AMENDMENTS DETAILING SKYE'S INTEGRAL ROLE IN THE VIOLENT EVICTIONS OF THE MAYAN INDIGENOUS VILLAGE BY GUATEMALAN MILITARY, POLICE AND PRIVATE SECURITY, RESULTING IN MASS RAPES.

Note: The numerical references below are to the proposed paragraphs to be added to the Statement of Claim based on the documents from the production process, and each paragraph is supported by documents contained in the Plaintiffs' Motion Record dated May 4, 2018

IN THE LONG LEADUP TO THE CONFRONTATION, SKYE ADOPTED A STRATEGY OF AVOIDING NEGOTIATION

55.1 The Secretariat of Agrarian Affairs was a Guatemalan government agency explicitly authorized to attempt to mediate disputes such as this one. However, throughout late 2006 and early 2007, Skye Resources adopted a strategy of explicitly avoiding and sidelining the Secretariat of Agrarian Affairs and mediation, out of a concern that the government agency would side with the Mayan Q'eqchi' communities in the land dispute. Skye specifically directed CGN not to participate in this mediation process.

55.2 The Catholic Church, through the Bishop of Izabal, made several attempts to initiate discussions between CGN and the Mayan Q'eqchi' communities, and offered to personally mediate the land conflict. On the directions of Skye, CGN refused to engage in this process in good faith and instead adopted a strategy of avoidance, stonewalling, and delay.

WHILE AVOIDING NEGOTIATION, SKYE SOUGHT EVICTION BY FORCE THROUGH COURT ORDER, WITH HIGH RISK OF VIOLENCE

55.3 Instead of entering into negotiations for the peaceful resolution of the land conflict through mediation by the Catholic Church or the Secretariat of Agrarian Affairs, Skye chose to respond to the land conflict by seeking forced evictions by police, military and private security.

55.4 With the knowledge and approval of Skye, CGN retained Guatemalan legal counsel, one Hector Munoz, to actively seek to obtain court orders for the eviction of the Mayan Q'eqchi' communities including Lote Ocho, to be implemented by force. Skye Resources and CGN retained Mr. Munoz despite the fact that Mr. Munoz had been involved in multiple previous forced evictions in which police and military used violence against indigenous peoples, and burned villages to the ground.

SKYE MANIPULATED AND ABUSED THE LEGAL PROCESS TO OBTAIN COURT ORDERS FOR EVICTION

55.6 There were numerous irregularities in the manner in which Skye (through CGN) sought forced evictions. Mr. Munoz and CGN employee Sergio Monzon had private ex parte meetings with the Guatemalan judges that ultimately issued the eviction orders on a number of occasions in order to lobby them for their support. Further, CGN submitted affidavits to court that falsely asserted that the affiants had personally witnessed members of the community of Lote Ocho using force to occupy the lands.

55.7 Skye, through Mr. Munoz, engaged in an explicit strategy to deny the Mayan Q'eqchi' communities and government agencies the opportunity to participate in the legal process. In late December 2006, the Mayan Q'eqchi' communities filed a legal request similar to an interim injunction (known in Guatemalan law as an "amparo") to attempt to stop the eviction. Eventually, two government agencies, the Secretariat for Agrarian Affairs and the "Procurador de los Derechos Humanos" (the Human Rights Office), intervened in the amparo process on the side of the Mayan Q'eqchi' communities. In response, Skye Resources adopted a deliberate strategy of procedural delay so that the request for an interim injunction would not be judicially considered until after the forced eviction had been carried out in January 2007. Skye's strategy was successful, and Mayan Q'eqchi' communities were not able to make any legal submissions regarding the land dispute prior to being forcefully removed from their homes.

55.8 On or around December 1, 2006, in response to concerns that CGN was having difficulties obtaining the court eviction order pertaining to Lote Ocho, Skye arranged for the judge in charge of the case to be personally pressured to grant the eviction order. The court issued the eviction order for Lote Ocho a week later.

TO "SOFTEN UP" THE COMMUNITY, SKYE ADOPTED MILITARY-STYLE FLYOVERS OF THE VILLAGE WITH THE DELIBERATE PURPOSE OF INTIMIDATING THEM WITH THE THREAT OF VIOLENCE

55.9 Throughout the period leading up to the evictions in January 2007, CGN, acting on instructions from Skye, conducted low flyovers of Lote Ocho and the other Mayan Q'eqchi' communities with the company's helicopter and plane with the specific intent of intimidating and putting psychological pressure on the Mayan Q'eqchi' communities. Skye specifically chose this tactic because it knew that Mayan Q'eqchi' communities would be especially intimidated by helicopter flyovers because of the extensive use of helicopters in attacks against Mayan villages during the recent Guatemalan Civil War, including in the commission of massacres in many villages during that war.

SKYE HIRED CONSULTANTS ON COMMUNITY RELATIONS, WHICH ALL ADVISED AGAINST A FORCED EVICTION, BUT SKYE DECIDED TO IGNORE ALL WARNINGS AND PROCEED WITH FORCE.

55.10 In the period leading up to the forced evictions in January 2007, Skye Resources engaged various consultants to advise it regarding the best way to deal with the land conflict. These consultants included "Monkey Forest", a company that provided consultation on conflict resolution and managing community relationships, and Hank Morris, a security and human rights consultant. In the immediate lead up to the evictions in January 2007, both Mr. Morris and Monkey Forest advised Skye not to go forward with forced evictions, in large part because of the serious risk that police, military and private security would use violence against community members at such an eviction. Monkey Forest strongly advised that if the evictions were to go ahead, that human rights monitors be present to guard against the

use of violence by the men conducting the evictions. Despite this advice, Skye took no steps to delay or stop the evictions, to ensure that human rights monitors were present in Lote Ocho during the evictions, or to otherwise prevent the use of violence at the forced evictions.

SKYE KNEW OF THE GUATEMALAN POLICE AND MILITARY RECORD OF VIOLENCE AND ABUSE AT EVICTIONS, AND DID NOTHING TO AVOID IT.

55.11 Throughout this time, Skye was well aware that extreme violence is committed by police and the military at forced evictions in Guatemala with alarming regularity, and that community members are injured or killed at virtually every forced eviction.

55.12 Skye and CGN were aware of serious and ongoing issues with corruption and human rights abuses associated with the Guatemalan police and the Guatemalan military. Skye was aware that the Guatemalan police had recently been involved in murder, extrajudicial killings, rape, kidnapping, extortion and corruption. Yet Skye made no effort to put in place protocols and oversight.

SKYE WORKED EXTREMELY CLOSELY WITH THE POLICE AND MILITARY AS AN INTEGRAL TEAM MEMBER IN PREPARATION FOR THE FORCIBLE EVICTION.

55.13 CGN, with the knowledge and approval of Skye, unofficially retained and paid three agents specifically to foster CGN's relationship with police and the military in the lead up to forced evictions. These middlemen included unofficial police liaisons Ranulfo Gil and Armando Hernandez, and a retired Guatemalan Colonel named Rolando Augusto Diaz Barrios, who was hired for his contacts with the military. These unofficial police and military liaisons facilitated illegitimate and unofficial payments to the military and the police, participated in the co-ordination and planning of the evictions, met with military and police before and after the evictions, and were present at the evictions themselves.

SKYE MADE LARGE OFF-THE-RECORD MONETARY PAYMENTS TO THE POLICE AND MILITARY FOR THEIR SERVICE IN THE FORCIBLE EVICTIONS

55.14 In the lead up to the evictions, Skye and CGN sought and secured military and police reinforcements in the area around El Estor by paying and providing logistical support to the military and the police. Starting in October 2006 and continuing until January 2007, CGN, with the explicit knowledge and approval of Skye, made regular payments totaling well over US \$100,000.00 to the police and military related to the land conflict and the evictions themselves. None of these payments were official or legitimate. Neither Skye nor CGN had any contracts or agreements governing the payments made to the police and military. All payments were made by CGN through unofficial "liaisons" in cash or direct transfers to personal bank accounts with no form of accountability. No invoices or receipts were ever issued for these payments.

SKYE ACTED CLOSELY WITH THE POLICE AND MILITARY IN THE EVICTIONS THEMSELVES AS AN INTEGRAL PART OF THE DEPLOYMENT OF FORCE.

55.16 The forced evictions themselves were conducted with CGN's full participation and support. With the knowledge and approval of Skye, CGN engaged in extensive coordination with the military and police regarding the conduct of the evictions on January 8, 9 and 17, 2017. Prior to the evictions, CGN engaged in planning sessions with the military and the police, and arranged for police to fly on recognizance missions in CGN's helicopter. CGN provided air transportation to top police and military officials in the company's plane. CGN's lawyer, Mr. Munioz, personally attended at the evictions.

55.17 On the morning of each eviction, including the eviction on January 17, 2007, the police, military and private security gathered together at CGN's facilities before setting out to conduct the evictions. CGN provided transportation and other logistical support to the police and military in the form of trucks to transport police and military personnel to the eviction sites, and fuel for police and military vehicles. Each day, pre-eviction planning sessions and post-eviction debriefs were

held in CGN's offices with full participation of of CGN's police and military liaisons and CGN employees, including Mynor Padilla.

Summary prepared by Murray Klippenstein

May 2018