# **Response to the recently released HEKS report**

This week, we were confronted with deception from an NGO that pledged to collaborate with us on its report, only to release it without further consultation. Their calculated timing aimed to undermine our listing on the London AIM and sow confusion among our shareholders. However, their report was a haphazard collection of poorly researched falsehoods easily debunked with independent legal opinions and other supporting evidence provided below.

Our founders have dedicated 24 years to Sierra Leone, establishing the largest cooperative of smallholder farmers in Africa and employing over 2,000 staff across multiple operations, in a manner that is always honest and verifiable. However, their report conveniently neglects to mention this, instead casting negative aspersions and disregarding our decades-long commitment to Sierra Leone.

See links that reflect our twenty years of commitment to best practice: <u>https://rspo.org/members/2-1017-19-000-00/</u> <u>https://www.plantingnaturals.com/goldtree/</u>

HEKS, a Swiss-based Protestant Church Non-Governmental Organization (NGO) with a complex structure, operates in Sierra Leone without actually being located there. It functions through a network of local NGOs. NGOs in West Africa historically deploy various nefarious one sided methods to engage and compete with each other for funding. The poorer the country, the more money is available for NGOs. Some, desperate for income, utilize a web of local agents and malign actors who, whether known to HEKS or not, may act unlawfully to offer incentives in order to influence communities and manipulate them into expressing desired opinions. Such actions have also incited arson attacks against our business by capitalizing on misinformation and sowing discontent among indigenous communities.

Sierra Leone is a very poor predominantly muslim country, still recovering from war, ebola and under utilisation of the agriculture sector. It is easy for religious activity to be readily misconstrude in a country in its post war infancy. NGOs are often funded by overseas foundations and lobby groups. The timing of these attacks, coinciding with our intended listing on the London Stock Exchange is not by chance. This activity sits alongside similar assaults on other companies in our sector by malign actors, demonstrating that there is substantial financial backing for these operations.

There are now ongoing criminal investigations into HEKS' partner NGOs as a result of these attacks and inciting unrest. We vehemently deny their allegations and have engaged with the Government of Sierra Leone and Sierra Leonean legal experts to challenge the credibility of this Swiss-based Christian charitable NGO and its affiliates.

Carbon markets do require scrutiny, and they will continue to evolve purposefully and responsibly. Regulation is improving, and technology such as our AI models and Tree Counter will ensure transparent tracking and recording of the carbon we sell. While not yet perfect, carbon markets will endure if proper dialogue and collaboration are permitted. We are open and transparent operators, ready to learn and improve, with long standing African partners. We are also strong corporate citizens who are robust in our commitment to standing with our farmers and staff in Sierra Leone.

We urge all our partners to simply call us for a formal full and frank conversation at any time. Anyone is welcome to visit our reforestation projects and meet our workers and farmers.

#### INTRODUCTION

In response to the review conducted in Sierra Leone by HEKS and other NGOs, our company has been actively engaged in dialogue over a number of months, providing comprehensive responses to inquiries and queries. However, despite our efforts to provide accurate information, HEKS has published a report filled with unsubstantiated allegations and innuendo, all of which we vehemently refute. This appears to be part of an ongoing assault on Nature-Based Solutions (NBS) carbon projects, a pattern reflected in the similarity of findings to other reports by HEKS on unrelated projects.

We aim to address these misrepresentations and reaffirm our commitment to transparency and responsible environmental stewardship. Leveraging cutting-edge technology, our company will provide unrivalled levels of transparency, traceability, and accountability to substantiate our project benefits. Through our innovative solutions, stakeholders will have access to verifiable data, ensuring that our initiatives are grounded in integrity and credibility.

Moreover, the project does not lease and develop large contiguous blocks of land planted with monocultures, but instead, leases parcels of land directly from smallholders to be planted with indigenous species to allow ongoing community farming and maximum biodiversity benefits. This approach fosters sustainable agricultural practices and empowers local communities to participate actively in the project's success.

The overwhelming support and appreciation from local communities further validates the positive impact of our projects. We also provide training and support for selected agricultural endeavours, further enriching the communities we serve.

The dubious tactics, including incitement and enticement to elicit negative responses from "informants" and community members, were confirmed during interviews by news reporters and other independent observers. These actions by the NGOs are irresponsible and unethical, leading to manufactured claims that do not align with the positive feedback received from the company's daily interactions with community members and other stakeholders. It is unclear if the community members interviewed by the NGOs were even part of the first phase of our project, but what is clear is the result was to sow discontent within the communities. This was confirmed by strongly worded statements reproduced below from the Paramount Chiefs addressed to HEKS. The NGOs' actions were also the likely reason for a recent arson attack on the project.

The company is preparing a detailed and comprehensive response to all the claims, allegations, and insinuations, and this will be posted on our website in the coming days. However, we feel it is important to highlight some of the statements and provide substantiated and evidence-based replies.

#### Claim 1

The trade in carbon credits has become a lucrative business in recent years. In the West African country of Sierra Leone, international investors are planning large-scale tree

plantations to be used for carbon offset projects. Yet, an investigation by Swiss Church Aid HEKS/EPER reveals that numerous farming families who own the land have apparently not agreed to the project in the manner prescribed by law. This would violate not just Sierra Leonean law, but also the principles held by Verra, the organisation that is expected to certify the carbon credits.

#### Response 1

It is unclear how many farming families were interviewed, and it is also unclear if these families have indeed leased land to the company. To date, only 5,000 hectares of land have been leased, with 1,400 hectares planted.

The process of leasing land is detailed in the Customary Land Rights Act of 2022, and the company has diligently followed the prescribed process. As an additional assurance, the process was overseen by the landowners' appointed legal representative. Namati, a paralegal land rights NGO, acts for the landowners to protect their rights during land lease processes. They were instrumental in drafting and enacting the national Customary Land Rights Act (CLRA) of 2022, including the Free, Prior, and Informed Consent (FPIC) requirement. Namati are engaged at every level with the company and landowners.

Indeed, the project is registered with Verra as 'under development' and is entering the validation stage. During this process, an independent Verification and Validation Body (VVB) will assess the project for eligibility and compliance. The company is confident that this process will validate the validity of the project and the processes followed.

#### Claim 2

"Our production is climate-neutral". This is how many companies currently promote themselves around the world, even while continuing to emit large quantities of CO2 in some instances. The trick is for companies to purchase CO2 certificates from projects designed to reduce emissions or store carbon, for example, through reforestation. However, while this is a lucrative business for the suppliers of the certificates, it increases the global demand for land, and often ends up causing smallholder families in the Global South to lose control of their land, and by extension, their livelihoods. This is the very prospect facing many families in the Port Loko region of Sierra Leone.

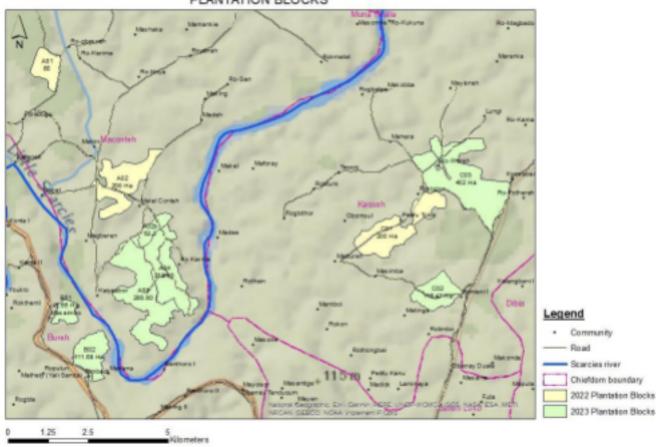
#### Response 2

Without responding to the broad and inaccurate statement about the carbon market, let's focus on the claim that smallholder families will lose control of their land and their livelihoods.

The control over the land is completely in the hands of the landowners. Particularly in this region of Sierra Leone, the new Customary Land Rights Act (CLRA) gives landowners all the power over their land. The land can only be leased by following the Free, Prior, and Informed Consent (FPIC) process. These landowners have been involved in a comprehensive and drawn-out process which ended in the agreement, signing, and payment of leases. Again, it's important to note that their legal representative was involved throughout the process.

Moving to the claimed loss of livelihoods, the project design is inclusive and encourages local farming and community practices on the significant land available around the project area. However, the lack of resources means that artisanal farming activities provide low yields and minimal benefits to the desperately poor communities within the area. Through lease income and employment opportunities, we hope that food security will improve, and the company is committed to supporting this.

By way of illustration of the land available for ongoing community farming activities, this map shows the project's planted area in comparison to the available land.



SIERRA LEONE REWILDING LIMITED PLANTATION BLOCKS

## Claim 3

#### Fears of land law violations

An investigation conducted by HEKS/EPER and four other NGOs from Sierra Leone raises serious doubts as to the legality of the project. Under Sierra Leonean land law, lease contracts require the written consent of 60 per cent of the members of a landowning family, and stipulates that they must be fully informed beforehand about the project planned for their land. The investor must then register that consent with the authorities. Only then can the land be sold or leased. The investigation included surveying residents of 25 villages, and it points strongly towards non-compliance of these stipulations. Besides, Carbon Done Right and Rewilding provided insufficient written proof when this was requested by the research team.

## Response 3

The FPIC process followed by the company has been extensive and robust. A legal opinion from a senior, respected, and experienced barrister attests to this. Here is a redacted version of the opinion.

# SORIE & BANGURA

ELLEN CHAMBERS BARRISTERS & SOLICITORS FIRST FLOOR 16 ADELAIDE STREET FREETOWN – \_SIERRA LEONE TEL: 232-78-663-150/ 232-78-644-925 Email: info@sorieandbangura.com Website: https://www.sorieandbangura.com

22nd April, 2024

#### S&B/CDR.RML/IS/02 (Private and Confidential) Carbon Done Right Developments Inc.

Dear Sirs:

#### RE: STATUS OF RML LEASES

I am a Barrister and Solicitor of Sierra Leone specialising in commercial and corporate transactions and civil litigation. I am quite familiar with the land laws of Sierra Leone and routinely advice clients on all types of land related transactions including the legal and regulatory framework in force. During my 23 years as a lawyer, I have had significant experience working on carbon, energy, agriculture and mining transactions in June 2014 I was elected President of the Sierra Leone Bar Association, the oldest Bar Association in Sub Saharan Africa and served as President for two terms. I am currently a member of the General Legal Counsel, the statutory body that regulates the legal profession in Sierra Leone.

We have been asked by Rewilding Maforki Limited (hereinafter referred to as "RML")

with an opinion regarding the status of RML leases entered into with various Chiefdoms.

As such, we have been provided and have reviewed the following agreements:

2. Individual

Landowner Lease Agreements (LOLA) signed with various landowners and

RML totalling for 5,000.61 ha for RML as follows: . The individual LOLA constitute land Based on the foregoing, we state

1. The primary legislation dealing with land in the provinces of Sierra Leone where RML RML are operational is The Customary Lands Act, 2022. Land in the provinces is governed by Customary land law as distinct from general law which governs the land tenure system in the Western Area of the country. Customary land law has significant peculiarities.



3. The LOLA agreements can be said to broadly fall under the category of customary land tenancy as established by the Customary Land Rights Act, 2022. Accordingly, a family that owns land may grant seasonal, indefinite, short term, long term or any type of tenancy

recognised under the Act. The tenancy agreement for a family land shall be in the format as set out in the Third Schedule of the Act. The Individual Landowner Agreements are in

conformity with the said schedule. In addition to the LOLA's, the Customary Land Rights Act, 2022 provides for more comprehensive leases which should conform with the second schedule which has significantly more substantial terms and which projects/investments of this nature will generally conform to.

4. S. 33 of the Customary Land Rights Act,2022 provides that in addition to the terms that may be agreed between the investor and land-owning families or communities, the terms

contained in the Second Schedule shall form part of any lease agreement. The material terms contained in the Second Schedule include (i) erection of boundary markers on the demised land; (ii) statement on expected use of natural resources on the demised land; (iii) statement on the expected environmental impact; (iv) planned infrastructural development which must state who will construct, date of completion, materials to be used, location, maintenance and penalty against lessee for non compliance; (v) Proposed community employment stating percentage of workforce to be derived from community including management positions and job training; (vi) protection and compensation for damage to eco system and environment (vii) providing rules to regulate investor conduct within the community; (viii) detailed description of community's right to monitor company's activities against pollution, social damages and noncompliance with terms of contract (ix) Grievance mechanism and dispute resolution protocols; (x) Communication between lessee and community regarding changes to investment or business plan, annual revenue, profit and losses and change of ownership or management and (xi) periodic review and renegotiation of contract. These terms are material and the Act specifically uses the word "shall" in referencing their inclusivity in a lease which implies that they are mandatory. However, the act does not prescribe the penalty in the event of a breach which could potentially mean that failure to include them renders the lease either void or voidable.

5. The Act does provide that the maximum size of land that an investor may acquire initially for any single investment shall be 15,000 hectares for agriculture and 10,000 hectares for mines. RML is not in violation of this statutory provision. Its lease agreements and intended leases which do constitute its investment does not exceed 15,000 in any single chiefdom. It will be against the spirit and intent of the law to consider all of RML's lease agreements and intended leases as one investment. Our position is strengthened by the provisions of the Customary Lands Rights Regulations 2023 which prohibits a single lease agreement covering land in more than one chiefdom even if the land were contiguous to each other.

7. The written, informed consent of families or communities is required. Families act through heads. Both The Customary Land Rights Act, 2022 and National Lands Commission Act, 2022 do not define the term head of a family, though both legislations define the terms "family" and "family land". However, in practice it is quite common for the family head to be the oldest member of the family. S. 11 of the Customary Land Rights Act requires the family head to obtain the consent of at least 60% of the adult male and female family members before going into any transaction on behalf of the family. Both legislations define "family" as a group of persons tracing descent from a common ancestor or persons who have married

into the family; and "family land" as land vested in and owned by a family as a unit under customary law and administered by a family head. Families can negotiate rates and benefits reflecting bargaining positions of at least 60% of members. Engagement minutes must be signed by all attendees, certified by chiefdom land committee. Land title is now with landowners, not Paramount Chiefs as previously entailed (PCs). PCs now have oversight, along with Chiefdom, village/area, and District Land Committees. S. 30 provides that the Government may support communities with access to legal and other professional assistance during land negotiation for any land investment. Multiple family agreements can be grouped/joined together in one lease particularly if they are contiguous. Lease must be accompanied by a survey plan specifying land size and location. Lease rent or other benefits are to be paid directly to family or community after tax. Lease rent revision to be made every 5 years in line with inflation. The Customary Land Rights Act, 2022 also specifically provides terms that must be inserted in every lease agreement. The Customary Land Rights Regulations of 2023, provides that all customary land should be registered at the District Land Commission before commencement of negotiations and that negotiations be suspended if commenced before such registration. Carbon projects are however exempted from this requirement. The Customary Land Rights Act 2022 creates stringent responsibilities with more financial responsibility on lessee's than was previously contained under the old law. S. 31 provides that an investor shall sign a lease agreement with the family or community members on whose land the investment will take place, before the start of the investment.

8. In summary, **MAL Construction** are not in violation of the Customary Lands Rights Act, 2022 and has acquired valid leases and interest in land recognised by law. I can also confirm that RML has been developing a lease agreement in conjunction with an international NGO NAMATI that has been providing legal representation and other services to the local communities and that comments on the draft have been exchanged and that the local communities have been involved in the process. These agreements will be in compliance with the second schedule of the Customary Land Rights Act, 2022.

Please do not hesitate to contact the undersigned should you have any questions with regard to the opinion set forth herein.

Yours faithfully, Ibrahim Sorie, Esq. Partner For and on behalf of Sorie & Bangura

#### **Response 3 (continues)**

The sample of surveyed residents by the NGO was small, and it is unclear if any of them have in fact entered into a lease agreement with the company. Additionally, it is easy to make a statement that something "points strongly" to an outcome as it does not carry any burden of proof. The company has invested three years of work to get to this point with countless engagements. There are also structures and policies set up to respond to any grievances for proper investigation. There have been no formal grievances lodged to date.

As for the allegation that the company has not provided proof of this process, the company has provided samples of documents and photographic evidence and is on record offering further proof if required.

It's important to note that the company has invited the NGOs to undertake a joint assessment of the FPIC process by visiting each landowning family and assessing their

agreement and understanding of the lease they entered into. However, the NGO elected to publish the report without undertaking this step, which would have removed any doubt. *Claim 4* 

In addition, this situation is believed to contravene the principle of "free, prior and informed consent" (FPIC), an important criterion espoused by Verra, the entity expected to certify the carbon credits from the project so that they can become tradable. At the request of Rewilding, the Geneva-based consulting firm Ecosecurities prepared the requisite application and the corresponding documentation. Some key assertions made by Ecosecurities in the documentation nonetheless contradict the findings of the investigation.

#### Response 4

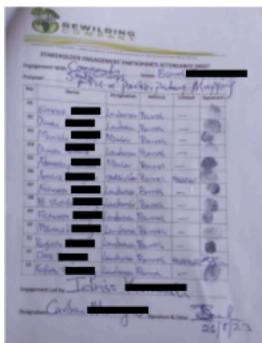
As part of the Verra validation process, the FPIC will be comprehensively assessed, as will all other aspects of the project. The company is very confident that validation will be achieved in the short term. It's important to acknowledge that Ecosecurities, an experienced and respected consulting firm with vast experience in their field, and with access to all the required data, will be in a much better position to assess the project's eligibility than NGOs without any of the required qualifications and information.

#### Claim 5

Ecosecurities writes that the Rewilding project is based on continuous engagement with local communities, a robust FPIC strategy, and a participatory, inclusive approach". This, however, is at odds with the findings of the research team and with statements made by interested landowners. Indeed, almost all the women interviewed went on record stating that they were not sufficiently included in the negotiations on the land deal with Rewilding. **Response 5** 

Again, the company and Ecosecurities are in a much better position to make this assessment and have documentary proof to substantiate this, whereas the NGO met with "interested" landowners. These are likely landowners who have not been involved in an FPIC process with the company to date as they have not leased land to the company.

The claim that women are excluded from the process is blatantly false. The most recent census indicates that following the civil war, many families are headed by females. Also, on attendance registers (sample below) and photos (as below), there are always women present. Some of this evidence has been shared with HEKS, and the offer to further inspect the company records was declined by HEKS.





#### Claim 6

Many of the landowners interviewed by the research team also had no idea what CO2 certificates were, nor were they aware that, according to its application to Verra, Rewilding was expecting to use the land for 50 years. During the negotiations, the talk had mostly been of just 25 years, as a longer lease would have been totally unacceptable to many stakeholders. It is also unclear how the land owners will obtain the 10-per cent share of profits promised by Rewilding.

#### **Response 6**

With respect, even the NGOs will have a poor understanding of carbon. This is a complex, new science-led industry. The explanation of carbon is kept at a level that is appropriate for the audience but with a consistent message that carbon is captured in the trees and the trees must be maintained and protected for the duration of the project period. Other benefits around biodiversity are well explained, as are the risks to the project and the trees.

The statement around a 25 years period clearly points to underhandedness by the NGO in their gathering of information. The 25 year period is neither the project duration nor the lease duration. Both the project and lease period is consistently explained and documented as 50 years and is a requirement of Verra accreditation. There are often questions from the communities about what happens after 50 years but never a debate about the period. Here is an example of an executed LOLA clearly indicating the lease period in clause 9. Also shown is the GPS-generated map that is attached to the LOLA.

indigenous tress with the aim to sequest carbon which will be sold as certain crudits in the voluntary pation market by the company and in due course, should revenue be generated from selling carbon crudits relating to the land, the family shall movine 10 % share of the profit as additional benefit on logor annual lease resi, Camanusity Development Fund is accordance with the CEMPCommunity Development Action Plant) plus employment, inlading for women and youths.

8. That subject to the campliance of paragraph 5 allove by the Company, the family will not lease the domised land to another parators or campany or investors and will suflegand, protect and defend the trees to be planted on our land.

8. This basis shall be for a term of 30 years commencing from the  $\mathcal{D}^{d}$  day of 0 of  $\partial herrored and the standard state of the s$ 

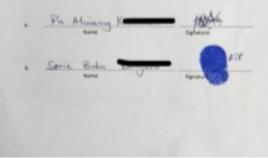
10. The company admosfedge that where provide employment opportunities will be granted to land carring families as and when they artist.

13. That all the facts depended bases are to the best of our intraviedge and believe to be trust and correct and that we have signed the individual jumiliance Agreement by alliang our right hand thumb print and/or significant after the same has been read over and explained to us in fine and Thumbe languages, and we have understood and automakedge the contexts for barties to be true and correct and peacefully evented.

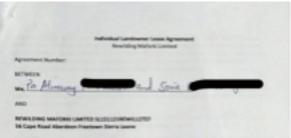
12. That we declare and confirm that individual land Chanar Agreement has been volunitarily signed acting under no pressure, threat, under individual or microgressivation from any other period or perior at all signed by or for oursides and on behalf of our banks to confirm the association of the Lasse Agreement sub-complete soundedge of tacks and with our total unconditional approval.

33. Whomsonver or the Company and this individual Landowers' Geore Agreement shall be binding upon as and out family by loss as provided for in the Contomary Land Rights Act, 2003









The Anashing Mathewi Londont's a project developer involved in the planting of indipersion trees to tectore low intensity and unpreductive gravitants in four usits District, in the Mathemat Province of Sierts Lower for the purpose of capturing series and then asting calculor codits on the international market.

Strategic activities in restore and conserve the areas will include tree numers, tree planting, care and management of the tree plantation, presentain of pert and inqui activities within the project areas.

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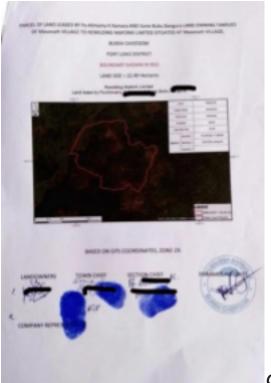
That the landowing family has the autonomy to directly enter into a losse agreement with the Company for the purpose of issuing their land.

4. That we can be that the estimated individual candidates 'Map's the escal coordinates as is plotted on the aff5 Survey. Final decided these is not multicle from a functionation strategicate provides in which we participated and there agreements in the from the many provides in a distinguishment and adligations.

5. It is agreed that on the 18th day of September 2022 is regetilation was done between our family and the finaliding Markets Limited where we agreed in the part UED-6.00 per function per year as lease need for the use of our family land. This answell is inclusion of the 12th withholding tes to be paul to the Generoment of Serra Lonce open issue registration.

6. The agreed rent shall be paid according to the presailing exchange rate in Serva Leone.

 The parties to this agreement confirm that the land has been assessed by the company as soluble for Readiding Materia Operations. The land will be used specifically and exclusively for the planting of



Claim 7

But there are other potentially serious problems: Ecosecurities, for example, describes the plantation land as unproductive. The villagers surveyed by the research team, however, emphasise that they do indeed use the land to produce food for their own consumption. Another question mark arises from the fact that some of the trees newly planted for the CO2 offsets have already died off, besides which, the region is highly prone to bush and forest fires. This casts doubt on the ability of the trees to survive for 50 years and to store the promised amount of CO2.

#### Response 7

The community should continue to produce food, and indeed will be encouraged and supported to do so by the company. The project never takes large contiguous blocks but rather a patchwork of land, as explained before and evidenced from the map. This leaves much more land intact than what the community can ever cultivate or use for grazing. The communities simply don't have the means to cultivate large areas. Hopefully, some of the income from the project will allow them to increase the cultivated area.

With regards to the statement about dead trees and fires, these are normal risks for a project of this nature, and processes are in place to ensure maximum survival rates, including blanking (replacement of dead trees) and fire prevention measures. The field visit by the NGO was undertaken towards the end of the long and hot dry season, and we would expect to see stressed saplings during that time.

Species selection is informed by a panel of academics, scientists, and practitioners to ensure maximum biodiversity benefits, but also to ensure species are selected that are most suited to the specific soil and climatic conditions.

#### **Further information**

As a result of the misinformation and discontent sown by the irresponsible NGO engagement, there was a suspected arson attempt in the plantation. The police are investigating, as per the below report as well as a legal letter.

#### THE SIERRA LEONE POLICE FORCE

TO: THE CEO REWILDING MAFORKIE LIMITED.

FROM: CRIME OFFICER PORT LOKO POLICE DIVISION.

#### Copy: Regional Commander North West.

- " : Regional Crime Officer North West.
- " : Local Unit Commander Port Loko Police Station.
- " : Managing Director Rewilding Maforkie Limited.
- " : Operations Officer Rewilding Maforkie Limited.
- " : PC Alhajie Bai Burreh Sallu Lugbu of Kasseh Chiefdom.
- " : Mr. Milton S. Kamara, Chairman Kasseh Land Owners Committee.
- " : Namati Legal Empowerment Organisation, Port Loko.
- " : File.

Sir,

#### A REPORT ON A CASE OF SETTING FIRE ON AGRICULTURAL PLANTS REPORTED BY MR. CHARLIE VINCENT, OPERATIONS OFFICER REWILDING MAFORKIE LIMITED, SIERRA LEONE ON PPS C/R NO. 208/2024.

The Criminal Investigations Department (CID) Port Loko Police Station is investigating a case of Setting Fire on Agricultural Plants reported by Mr. Charlie Vincent, Operations Officer Rewilding Maforkie Limited, Sierra Leone that, on Wednesday 17<sup>th</sup> April, 2024, at 1500 hours, at Rewilding Maforkie Limited agricultural land site along Petifu village, Roctorloh village and Komrabai village in the Kasseh Chiefdom, one Bai for Gbere Meyan village, Bakeh Loko Chiefdom in the Port Loko District, conspired with other persons yet unknown to set fire on their agricultural plants value to follow.

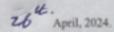
Upon receipt of this report, some investigative actions were undertaken. This report was therefore prepared on the request of the Managing Director Rewilding Maforkie Limited Mr. Mohamed Kemokai Kamara to inform the appropriate authorities on the current status of the matter.

Investigation into the matter is in progress.

Regards,



(MR. D/INSP., CRIME OFFICER PORT LOKO POLICE DIVISION.



# SORIE & BANGURA

ELLEN CHAMBERS BARRISTERS & SOLICITORS FIRST FLOOR 16 ADELAIDE STREET FREETOWN - SIERRA LEONE TEL: 232-78-663-150/ 232-78-644-925 Email: info@sorieandbangura.com Website: https://www.sorieandbangura.com

19th April, 2024

The Local Unit Commander Port Loko District Sierra Leone Police Force

Dear LUC:

#### RE: Suspected at Arson at operational site of Rewilding Maforki Limited

Please be advised that we are retained solicitors for Rewilding Maforki Limited.

Be further advised that our client is the lessee of certain parcels of land leased to it by landowning families in the Kasseh and Makonteh Chiefdoms where it is in the process of undertaking tree planting restoration and reforestation for shared benefit of the Company and community landowning families as carbon generating projects.

We are reliably informed that on or about the 17th day of April, 2024 that certain individuals conspired and set fire to land leased by our client in an apparent act of sabotage to our client's operations. We are also further reliably informed that prior to this incident that certain NGO's have been interfering in the operations of our client and deliberately misinforming members of the community including certain lessors about our client thereby creating unnecessary tension and distrust. Our client believes that these activities have been nefarious towards its interest and assets and may have contributed to the fire incidents.

We are further reliably informed that the Sierra Leone police has detained a certain individual called Bai who is held as a suspect whilst the investigations are ongoing. Our client is grateful for the attention given to this very disturbing incident by the Sierra Leone Police and is quite eager to have all culprits apprehended and charged to court without delay.

Be further advised that our client is willing to cooperate with the Sierra Leone police as it pursues its investigations.

Yours faithfully,

SORIE & BANGURA BARRISTERS & SOLICITORS 16 ADELAIDE STREET. FREETOWN Sorie & Bangura

Following the NGO activity in the chiefdoms, Paramount Chiefs wrote strongly worded letters to the NGO.

Hon ALHAJI PC BAI BUREH SALLU LUGBU II Date: 4<sup>th</sup> April 2024 Subject: Request for Explanation Regarding Unethical Promises Made to Landowners in my chiefdom.

Dear (HEKs), SILNoRF, and Team,

I am writing to request an immediate and thorough explanation regarding the unethical promises made to landowners in exchange for spreading false information about the Rewilding company. It has come to our attention that your team has allegedly offered seeds, planting materials, fertilizer, and cash for microcredit loans to landowners in return for fabricating claims against Rewilding company. Such actions are not only unethical but also contrary to international best practices for research work and fact-finding.

Rewilding is one of the first ever company to have done a thorough consultations with stakeholders and FPIC before starting their operations in my chiefdom. I personally signed up as witness to the individual Landowners Agreements in the presence of Namati representing Landowners.

As a chiefdom that's committed to transparency, integrity, and ethical conduct, with the dare need of responsible investment, we are deeply concerned about these allegations against the only company that has provided jobs to the youths and women of this chiefdom and paying land lease rent to landowners including lands that they have not planted. It is essential that any research or fact-finding activities be conducted with the highest standards of professionalism, honesty, and respect for the truth. The use of incentives to manipulate information and solicit false testimony undermines the credibility of your organization and compromises the integrity of the information gathered.

We request a full and transparent account of the circumstances surrounding these promises made to landowners. We expect a clear explanation of the individuals involved, the rationale behind these actions, and the steps being taken to rectify this situation. Furthermore, we insist on a commitment from your organization to adhere to ethical standards and to refrain from engaging in such practices in the future. No one is allowed to enter my chiefdom and conduct investigations without prior consent of the chiefdom council and its authorities.

It is crucial that all parties involved in research, fact-finding, and advocacy work uphold the principles of honesty, objectivity, and respect for the rights and well-being of all stakeholders. We take these allegations very seriously and expect a prompt and comprehensive response to address this matter. We are open to engaging in constructive dialogue to ensure that ethical standards are upheld and that any grievances or concerns are addressed in a fair and transparent manner. We trust that you will take the necessary steps to rectify this situation and uphold the principles of ethical conduct in your future activities.

LUGEU Sincerely, -Hon ALHAJI PC Bai Bureh Sa Paramount Chief Kasseh Chief