

EXHIBIT 15



Mr Millinder.

In regards to the emails that you have sent, the Judge has not read them as the case is not allocated to him. CR-2017-008690

Please do not send any further correspondence.

regards

Pauline Drewett

Clerk to Mr Justice Arnold and Mr Justice Warren

Pursuant to Practice Direction 510 (specifically the Practice Note to Paragraph 3.4(2) published 12 October 2016), it is no longer acceptable to file attachments (i.e. Witness Statements, Exhibits, Correspondence etc.) via email to be placed on the Court file.

These documents will need to be lodged through ce-filing.

More information can be found at www.ce-file.uk

From: Paul Millinder [mailto:paul@empoweringwind.co.uk]

Sent: 15 November 2017 10:52

To: Tony Hannon; Drummond, Claire; Gray, Kevin; peter.morgan.2671@northumbria.pnn.police.uk; correspondence@attorneygeneral.gov.uk; pm@litigio.co.uk; Drewett, Pauline

Subject: Evidence re Bond Dickinson ADR Attempts --- FAO Robert Buckland QC MP & Clerk to Mr Justice Arnold

Importance: High

Mr Hannon,

Please refer below to one further piece I will be presenting at the forthcoming hearing. You will recall, this is an email chain between Bond Dickinson and I in relation to these proceedings and the allegations in contempt of Court where I sought to raise the issues and address them by means firstly of alternative dispute resolution.

You were copied into all of those correspondences, although again it appears you failed to act even in light of the fact you were made acutely aware that neither MFC or Bond Dickinson could come anywhere close to being able to rationalise their conduct in relation to those three random proofs of debt and more particularly, how any payment could possibly be due under **Clause 3.4.2 - Commissioning**, of the Energy Supply Agreement in circumstances where their client refused that very same Agreement with Northern Powergrid for establishing the connection for the wind turbine.

My straight forward questions are, how could I get full satisfaction of the Connection Agreement when their client refused to complete that agreement so that the connection could be established in the first instance? I know you have previously wilfully refused to address anything to do with this fundamental point, so I am not expecting any answers from you Mr Hannon, this is for Bond Dickinson who were previously only too keen to make those 3 representations to your office.

1. When was the Start Date?

2. What about the operative provision of Force Majeure as to the delay caused by the Landlord with the clause in favour of Tenant when the Landlord refused the connection in February 2015?

3. What about the bundle of invoices dated 25th June 2015? What relevance do they have against the fact no payment could possibly be due under the Energy Supply Agreement and what about the operative provision of Force Majeure within the Lease in the same context?

It would be very helpful to have some answers from Bond Dickinson, or in fact, Mr Hannon or anyone else that may provide the answer. It would, unfortunately however, appear that both the Official Receiver and Bond Dickinson have run out of answers in this case, hence, BD will be summoned to this forthcoming hearing against the Official Receiver as Respondent given that I will be challenging the validity of their £4.1m false misrepresentation during proceedings and that this case is somewhat linked to that of 9th January 2017. Those proceedings will follow on from this hearing, as you will soon note.

I wanted to avoid litigation if at all possible, taking action against an officer of the court is somewhat complex, however you have, I allege, breached the very Insolvency Rules you are supposed to be advocating whilst acting against interests of legitimate creditors, hence why I had my barrister write to you (at no small cost) to address your conduct on a non-contentious basis. The fact you choose to ignore that also and completely disregard Counsel's opinion, combined with the matters you are aware of that you have also disregarded over the last 12 months, I will see you at Court.

I have as yet been unable to establish the status of the review being conducted by City of London Police, however they will be notified of my application against the Official Receiver in related matters. I will speak with DS Morgan to find out if he may have an update.

I have copied those at Bond Dickinson into this email by means of notice that the hearing I was asking the Official Receiver to call on is now in process and you can expect to receive notice of proceedings from the Court imminently. It may help your colleague at the Official Receiver's Office if you attend this hearing to help him quantify his position. I have reason to believe he is as unclear as you are as to coming up with any rationale.

Yours faithfully,

Paul Millinder;

----- Forwarded Message -----

Subject:Mr Gibson

Date:Tue, 4 Jul 2017 11:17:16 +0000

From:Drummond, Claire <Claire.Drummond@bonddickinson.com>

To:paul@empoweringwind.co.uk <paul@empoweringwind.co.uk>

CC:Gray, Kevin <Kevin.Gray@bonddickinson.com>

Dear Mr Millinder

Mr Gray is currently away from the office. Further to your email dated 30 June 2017, Mr Gibson is aware of your correspondence but will not be responding to you directly.

Please ensure that all correspondence in relation to this matter comes directly to me.

Yours sincerely

----- Forwarded Message -----

Subject:Private & Confidential: Alternative Dispute Resolution

Date:Fri, 23 Jun 2017 15:01:48 +0000

From:Gray, Kevin <Kevin.Gray@bonddickinson.com>

To:paul@empoweringwind.co.uk <paul@empoweringwind.co.uk>

Dear Mr Millinder,

Your various e-mails addressed to Michael Brown, a partner in this firm, and Lucy Bremner, solicitor have been referred to me for attention in my capacity as Operational Risk Director.

While noting the contents of your communications, on the substantive points, I am satisfied that the lawyers who have been involved in dealing with you have acted entirely properly in accordance with both the law and their professional obligations.

Yours sincerely,

Kevin Gray

Operational Risk Director

Bond Dickinson LLP

Direct: +44 191 279 9163

Mobile: +44 7772 320747

Office: +44 345 415 0000

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----- Forwarded Message -----

Subject:RE: High Court Action - Formal request by Creditor -- List of parties for the Summons

Date:Tue, 27 Jun 2017 11:52:05 +0000

From:Gray, Kevin <Kevin.Gray@bonddickinson.com>

To:Paul Millinder <paul@empoweringwind.co.uk>

CC:Tony Hannon <Tony.Hannon@insolvency.gsi.gov.uk>

Dear Mr Millinder,

For the record, I would make it clear that I am not a solicitor. I am the Operational Risk Director and an member of the Risk and Best Practice Team at Bond Dickinson LLP.

Yours sincerely

Kevin Gray

Operational Risk Director

Bond Dickinson LLP

Direct: +44 191 279 9163

Mobile: +44 7772 320747

Office: +44 345 415 0000

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From: Paul Millinder [<mailto:paul@empoweringwind.co.uk>]

Sent: 27 June 2017 10:10

To: Tony Hannon; Anthony.Campbell; Gray, Kevin; Bremner, Lucy; Brown, Michael; BELL, Stephen (P1286); peter.morgan.2671@northumbria.pnn.police.uk; Andrew Lindsay; Ian.Davies; Drewett, Pauline

Subject: Re: High Court Action - Formal request by Creditor -- List of parties for the Summons

Importance: High

Dear Mrs Hallamore,

Sorry, there is a 12th to add to the List;

12. Paul Robert Stewart - Bond Dickinson (Defendant) that also made a statement to support Mr Bloom at that ex-parte hearing by Mr Justice Arnold of 9th January 2017 to which matters relate. - His Witness Statement is attached.

I will have the bundle of documents delivered in person to the Court and to your Office in preparation.

I look forward to hearing from you.

Yours faithfully,

Paul Millinder

On 27/06/2017 09:18, Paul Millinder wrote:

Dear Mr Hannon / Mrs Hallamore and Mr Campbell and all concerned,

Following my request of yesterday below I write to include the proposed list for the Summons and to be in attendance at the hearing;

Edmund Robb - Barrister - Prospect Law LLP acting for Earth Energy Investments LLP (Claimant) & Empowering Wind MFC Ltd (in Liquidation);

Andrew Lindsay - Partner - Lupton Fawcett LLP - Solicitor for Earth Energy Investments LLP & Empowering Wind MFC Ltd *in Liquidation (Solicitor of EEI and formerly Empowering Wind MFC Ltd in the MFC transaction);

1. **Jeremy Robin Bloom** - General Legal Counsel - MFC, Gibson O Neil (Defendant);
2. **Julian Gill** - Partner - Bond Dickinson (Defendant);
3. **Michael Brown** - Partner - Bond Dickinson (Defendant);
4. **Lucy Bremner** - Solicitor - Bond Dickinson (Defendant);
5. **Kevin Gray** - Solicitor & Director - Bond Dickinson (Defendant);
6. **Steve Gibson** - Director - Middlesbrough Football & Athletic (1986) Ltd and The Gibson O'Neill Company Ltd (Defendant);
7. Detective Inspector **Stephen Bell** of Cleveland Police (Witness);
8. Detective Inspector **Peter Morgan** of Northumbria Police (Witness);
9. **Tony Hannon** - Official Receiver - For Empowering Wind MFC Ltd in Liquidation (Witness);
10. **Anthony Campbell** - Official Receiver - For Empowering Wind MFC Ltd in Liquidation (Witness);
11. Paul Millinder - Director - Earth Energy Investments LLP (Parent Company) & Empowering Wind MFC Ltd (in Liquidation) (Claimant)

I am happy to pay, in advance any associated fees for the Summons and any appropriate Court fees so we are not racking up any expense on the Company in Liquidation. Clearly the parties will receive a copy of the papers in preparation for the hearing in advance. I am fairly certain of the outcome, therefore I will be claiming costs back for the case. I will make provision for any application for costs that may or may not be granted in these circumstances.

I look forward to hearing from you.

Regards,

Paul Millinder

On 26/06/2017 17:46, Paul Millinder wrote:

Dear Mr Hannon / Mrs Hallamore, Mr Campbell and all concerned,

I write with disclosure of the particulars in my complaint against Bond Dickinson. I write to request that the Official Receiver, as Officer of the Court, given that you cannot adjudicate in this matter, refers this email chain and the previous correspondence (full disclosure of particulars) is put before Mr Justice Arnold at the High Court for determination at trial.

I would like to raise a summons against all those concerned, to attend the hearing.

There is, as you know, a Police investigation in process. Therefore the trial must focus solely on the issue in question, which is the validity of the Proof of Debt in the sum exceeding £4.1m, to an Officer of the Court, by Julian Gill of Bond Dickinson, on 2nd February 2017.

I look forward to hearing from you as soon as possible.

Yours faithfully,

Paul Millinder;

----- Forwarded Message -----

Subject:Re: Private & Confidential: Alternative Dispute Resolution

Date:Fri, 23 Jun 2017 18:55:09 +0100

From:Paul Millinder <paul@empoweringwind.co.uk>

To:Michael Brown <michael.brown@bonddickinson.com>, Andrew Lindsay <Andrew.Lindsay@lf-dt.com>, Tony Hannon <Tony.Hannon@insolvency.gsi.gov.uk>, Anthony.Campbell <anthony.campbell@insolvency.gsi.gov.uk>, Gray, Kevin <Kevin.Gray@bonddickinson.com>, Bremner, Lucy <Lucy.Bremner@bonddickinson.com>

Dear Michael,

I note the response from Mr Grey. I see that you do not have the common decency or honour in responding substantively to my points, which are 100% accurate, valid legal points. That is noted. In the circumstances, probably not the smartest decision you have made. I was however progressing a form of ADR, prior to legal action, however your colleague does not want to so that is fine. My Grey behaves like Bloom, does not have the answers so instead, goes into denial, flying off with the accusation that I am being "agressive"?

I have never been aggressive, although your client has on several occasions acted in a way that would have provoked an aggressive response, however I have always refrained from smacking him in the mouth, as much as he deserves it, because unlike him and your colleague, I am acting within the law. I have been assertive, not aggressive.

Michael, if roles were reversed, would you be happy? Come on, I am asking you man to man to give me some answers. You and colleagues were full of them previously. Perhaps now is the time to quantify your position. I was, actually writing with your best interests at heart. I have no reason to dislike you as an individual, I don't. I was trying to extract you from what will undoubtedly be much worse to come by getting some honest answers. I believe Bloom is responsible for this conduct. I think perhaps you were just taking his word for it and acting on instructions.

Dear Mr Millinder,

Your various e-mails addressed to Michael Brown, a partner in this firm, and Lucy Bremner, solicitor have been referred to me for attention in my capacity as Operational Risk Director.

While noting the contents of your communications, on the substantive points, I am satisfied that the lawyers who have been involved in dealing with you have acted entirely properly in accordance with both the law and their professional obligations.

Yours sincerely,

Kevin Gray
Operational Risk Director

Dear Mr Millender,

I see no purpose in holding a dialogue when you are making serious and unfounded allegations about the conduct of this firm. While you of course are entitled to pursue any perceived wrong-doing, it is unfortunate that you choose to correspond in such an aggressive manner.

I would, though, make it clear that you are not a client of this firm and as such we have no contract with you. It is therefore not clear to me how we could have been negligent as we have been pursuing our client's instructions. Nevertheless, any letter before claim should be forwarded to me for attention.

Given that your firm has represented this completely illogical and false proof of debt with an Officer of the Court, I would have thought the least you could do was to respond substantively, with all copied in, so at least I could perhaps begin to understand your rationale. I do not care who responds, but I do expect some answers. It is not going to help your case any further by refusing attempts of ADR prior to litigation. I will get the answers anyway, in Court. It is up to you.

As for the criminal elements. I have made my point very clear. There is a substantial Police investigation in process and I will leave the Police to deal with those parts. I think I have covered the basis in sufficient detail. I have not copied Police into this correspondence. Because he has everything required, not because anything I say or have said is anything that I would not gladly justify in Court.

Given the set of circumstances, I consider that I am perfectly justified in describing those involved as idiots, I could come up with far stronger terminology, however that could be considered slanderous, it does not mean however the thought is not there.

I also consider you and your colleagues to be negligent to the highest order, because you honestly believed you could get away with treating me in this way and indeed, by failing to respond, you are making yourselves look like the idiots I think you are.

I will leave it for you to mull over.

Regards,

Paul

On 23/06/2017 11:52, Paul Millinder wrote:

Dear Michael,

One final point I must also at this stage raise with you. In your firm's letter dated 12th January 2017 (attached), in response to the letter from my side (Penningtons) raising the issue of non disclosure which had, by that time, been reported to Police, I must address in this email why those documents are material, in case you have not already picked it up from the email chain below;

1. The Minutes of Assignment of Earth Energy Investments LLP dated 29th June 2015 were material because they were quoted on the Statutory Demand form in relation to assignment of a debt by the Directors of a Limited Company constituting a valid assignment of a debt for the purposes of collecting that debt, meeting the criteria of The Law of Property Act 1935, Section 136 when MFC unlawfully circumvented those contracts;
2. The non disclosure of the Accompanying Statement, the MBC Complaint Response and the Planning Decision Notice were material because they demonstrated to the Court that the delay constituted an act beyond reasonable control of Tenant;
3. The various email chains referred to are material because they would have proven that Mr Bloom was involved in the open negotiations in arranging that same connection prior to the Company exercising its Option, as early as October 2013;
4. The non disclosure of the Grid Connection Offer, the Connection Deed and the NPG Asset Sale Agreement between Northern Powergrid and Middlesbrough Football & Athletic (1986) Ltd and dated "February 2015") was material because had those documents been disclosed, it would have proven indeed MFC was solely responsible for the demise of the project, by refusing the same connection that was the very purpose of those contracts in the first instance.

I hope this provides all the clarification you need.

Regards,

Paul Millinder