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11 January 2017

Dear Sirs

Order made by Judge Arnold on 9 January 2017
Your Client: Middlesbrough Football & Athletic Company (1986) Limited

We have been instructed to represent Earth Energy Investments LLP in relation to the injunction obtained by your client restraining the presentation of a winding up Petition, and in relation to the return date on 16 January 2016 in that regard.

We have seen the 3 witness statements and exhibits in support of the without notice injunction made on 9 January 2016 and are concerned that material information was not put before the court, including, without limitation:

1. The Connection Deed
2. The planning decision
3. The Accompanying Statement in respect of the Application to Withdraw Condition 7
4. The MBC Complaint Assessment Response
5. The Northern Powergrid Connection Agreement dated 12/12/12
6. The Board Minutes and Resolution of 29/06/15 in relation to the assignment
7. The email chain dated 25/09/2013 from Middlesbrough Council entitled EX1
8. The Northern Powergrid Asset Sale Agreement
9. The e-mail chain of correspondence with MFC dated 5/02/2015 at 11.35am
10. The email chain of correspondence with MFC dated 30/04/2015 at 14.41pm

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11. The email chain of correspondence with MFC dated 5/2/15 at 20.25pm

Please explain why this material was not put before the court.

In any event, going forward our client agrees that the injunction should continue in the same terms as the interim order obtained by your clients and until further order of the court or agreement of the parties.

However, given the failure by your clients to provide full disclosure to the court, the appropriate order as to costs is that each party bears its own. If this cannot be agreed by 4pm on 12 January 2016, we have instructions to attend at the hearing on Monday for the purposes only of arguing that your client should not be entitled to its costs.

Yours faithfully

A handwritten signature in cursive script, appearing to read "Penningtons Manches", written in dark ink.

Penningtons Manches LLP

12 January 2017

Private and Confidential

For the Attention of Mr D Niven
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By email**Bond Dickinson LLP**

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Our ref:
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Your ref:
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Dear Sirs

Order made by Mr Justice Arnold on 9 January 2017 (Order)**Your client: Earth Energy Investments LLP (EEIL)****Our client: Middlesbrough Football & Athletic Company (1986) Limited**

We refer to your letter dated 11 January 2017.

You list eleven documents that you assert are "material" to our client's application for an injunction, without providing any explanation as to why they are material. Our client was entitled to apply for and obtain an injunction and was left with no option but to do so given Mr Millinder's conduct. The application was made on an ex parte basis because, after sending a series of abusive and vexatious emails, Mr Millinder of your client served a statutory demand and then almost immediately threatened to present a winding up petition in circumstances where:-

1. Mr Millinder was fully aware that the purported debt claim was disputed and had been so aware since, at the latest, receiving the letter from Mr Robin Bloom of our client dated 30 September 2015 (at pages 82 and 83 of Exhibit JRB1). The steps taken by your client to seek to recover the disputed amounts were therefore an abuse of process.
2. The statutory demand refers to the alleged claim as having been assigned to EEIL from Empowering Wind MFC Limited (**EWML**) on 29 June 2015 despite Mr Millinder having stated as recently as 15 December 2016 that the claim could be assigned in the future to EEIL from EWML (now in liquidation).

Against this background, to assert that material information has not been disclosed is untenable. However, if you wish to pursue this argument you will need to explain why all or part of the documents to which you refer were material to Mr Justice Arnold's decision to grant the injunction.

We would suggest that, at most, the documents are relevant to the underlying dispute between EWML and our client, not to the question of whether an injunction should be granted to prevent EEIL from presenting a winding up petition. Indeed, your letter implicitly acknowledges this fact because, whilst arguing that there has been material non-disclosure, you also confirm that your client agrees that the injunction should continue and that, if an agreement cannot be reached on costs, you are instructed to attend next Monday only to argue that our client should not be entitled to its costs.

We trust you will agree that it is in neither party's interests to attend a hearing to address costs issues and we therefore look forward to receiving confirmation by 5.00pm today that, as would ordinarily be the

case when a party agrees that an injunction should remain in place, that party meets the costs incurred in obtaining the injunction. On receipt of that confirmation we will forward a Consent Order for approval.

Yours faithfully

A handwritten signature in black ink, appearing to read "Bond Dickinson LLP", written in a cursive, stylized script.

Bond Dickinson LLP