

Dated 28 April 2023

DEED OF ASSIGNMENT

Between

(1) Fox Marble Holdings Plc

and

(2) Fox Marble SPV Ltd

Relating to the net proceeds received by Fox Marble Holdings Plc in respect of its dispute with the Republic of Kosovo

This deed is dated 28 April 2023

## PARTIES

- (1) **FOX MARBLE HOLDINGS PLC**, a company registered in England and Wales (registered number 07533264) whose registered office is at 160 Camden High Street, London, England, NW1 0NE (**Assignor**); and
- (2) **FOX MARBLE SPV LTD**, a company registered in England and Wales (registered number 14319317) whose registered office is at 160 Camden High Street, London, England, NW1 0NE (**Assignee**).

## BACKGROUND

- (A) The Assignor is the claimant in connection with the Dispute.
- (B) The Assignee is a wholly-owned subsidiary of the Assignor.
- (C) The Assignor is proposing to acquire the entire issued share capital of Eco Buildings Group Ltd which shall constitute a reverse takeover of the Assignor by the shareholders of Eco Buildings Group Ltd.
- (D) It is agreed that the benefit (subject to the burden) of the Dispute shall be ringfenced for the benefit of the Assignor's shareholders immediately prior to its acquisition of Eco Buildings Group Ltd.
- (E) In order to effect the proposed ringfencing, the Assignor has agreed to assign the right to receive the Net Proceeds to the Assignee on the terms of this deed.

## AGREED TERMS

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

#### 1.1 Definitions:

**Adverse Determination Costs** means all costs, fines, penalties, interest and other amounts payable by the Assignor as a result of an adverse decision or settlement in connection with the Dispute.

**Consideration Shares** means 8,232,857 ordinary shares of £0.01 each in the capital of the Assignee.

**Dispute** means United National Commission on International Trade Law arbitration proceedings that were commenced on 4 September 2019 against the Republic of Kosovo related to the failure of the Republic of Kosovo to protect the Assignor's rights over its group's Malesheva quarry.

**Litigation Funders** means the persons who have in aggregate made available £500,000 to the Assignor in order to fund the Dispute and who shall will be paid according to the following payment waterfall upon the Dispute being resolved in favour of the Assignor: (i) paying any litigation costs which remain outstanding, (ii) paying returns due to the Litigation Funders (equal to 500% of the amounts advanced by them in relation to the Dispute) and any other funders of the litigation pro rata to the amounts due to them, and (iii) any remaining amounts will be retained by the Company.

**Net Proceeds** means all amounts received by the Assignor as a consequence of any settlement or final judgment or determination of the Dispute less:

- (a) all taxes payable in connection with any amounts received;
- (b) all court or administration fees payable in connection with the Dispute, whether in the Republic of Kosovo, the United Kingdom or elsewhere;
- (c) all third party costs incurred in connection with the Dispute, including but not limited to, all fees payable to legal advisers, experts and any other advisers;
- (d) all costs, fees and charges payable in connection with the recovery of any amounts due to the Company as a result of a settlement, judgment or determination of the Dispute;
- (e) all amounts payable to the Litigation Funders;
- (f) any other amounts that the Assignor reasonably determines ought to be considered as a cost or charge incurred or payable in connection with the Dispute; and
- (g) 25% of the amounts remaining after the deduction of the items referred to in (a) – (f) above, to be retained by the Assignor as an intra-group charge for its continued management of the Dispute.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.4 A reference to laws in general is a reference to all local, national, and directly enforceable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.5 A reference to **writing** or **written** includes email but not fax.

1.6 References to clauses are to the clauses of this deed.

1.7 Clause headings shall not affect the interpretation of this deed.

1.8 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.

1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

## 2 **ASSIGNMENT**

2.1 The Assignor hereby assigns all its rights, title and interest in the Net Proceeds absolutely to the Assignee on the date of this deed.

2.2 In consideration for the assignment of the right to receive the Net Proceeds and the indemnity provided in clause 4, the Assignee agrees to issue to the Assignor the Consideration Shares at a price of £1.626 per Consideration Share, such Consideration Shares to be issued fully paid and free from any Encumbrance and together with all rights that attach (or may in the future attach) to such Consideration Shares including, in particular, the right to receive all dividends and distributions declared, received or paid and that such Consideration Shares will rank *pari passu* in all respects with the existing ordinary shares of the Assignee.

### 3 CONDUCT OF THE DISPUTE

3.1 The Assignor undertakes that it shall:

- 3.1.1 keep the Assignee reasonably informed of the progress of the Dispute and of any material developments in relation to the Dispute;
- 3.1.2 if requested by the Assignee, provide to the Assignee copies of any material correspondence or other documents relating to the Dispute (subject to legal professional privilege and any obligations of confidence that are binding on the Assignor); and
- 3.1.3 use reasonable endeavours to consult with the Assignee regarding the conduct of the Dispute.

3.2 Notwithstanding the undertaking set out in clause 3.1, the Assignor shall at all times have conduct of the Dispute and shall not be obliged to take any action in connection with the Dispute without requiring the approval of the Assignee. In particular, the Assignor may in its sole discretion, compromise, settle or make any payment in respect of the Dispute without any need to seek the consent of the Assignee.

### 4 INDEMNITY

4.1 The Assignee shall indemnify, and keep indemnified, the Assignor against all claims, liabilities, costs, expenses, damages and losses that the Assignor suffers or incurs under or in connection with the Dispute, except to the extent that they arise as a result of the Assignor's failure to perform or satisfy its obligations under this deed. In particular, the Assignee shall indemnify, and keep indemnified, the Assignor against:

- 4.1.1 any Adverse Determination Costs; and
- 4.1.2 all amounts set out in paragraphs (a) – (f) of the definition of "Net Proceeds" set out above.

### 5 FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this deed.

### 6 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

### 7 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### 8 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



**EXECUTION PAGE**

**EXECUTED AND DELIVERED AS A DEED** by **FOX MARBLE HOLDINGS PLC** acting by a director in the presence of: )  
)  
)  
)

[Redacted]

Director

[Redacted]

Witness signature

Witness name

[Redacted]

ss address

[Redacted]

Witness occupation

**EXECUTED AND DELIVERED AS A DEED** by **FOX MARBLE SPV LTD** acting by a director, in the presence of: )  
)  
)  
)

[Redacted]

[Redacted]

Witness signature

Witness name

[Redacted]

ss address

[Redacted]

Witness occupation