

Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder****To** Company Name/Scheme **Amani Gold Limited**ACN/ARSN **113 517 203****1. Details of substantial holder (1)**Name **Markus Meister**

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on **29/05/2024**The previous notice was given to the company on **16/05/2024**The previous notice was dated **16/05/2024****2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary Shares	1,267,049,276	5.04% (based on 25,143,441,125 ordinary shares on issue)	2,267,049,276	9.02% (based on 25,143,441,125 ordinary shares on issue)

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
29/05/2024	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	BUY	See Annexure "A"	1,000,000,000	3.98%

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Markus Meister	MCNEIL NOMINEES PTY	Markus Meister	Beneficiary	1,267,049,276 Ordinary	5.04%

	LIMITED			Shares	
Markus Meister	HSBC CUSTODY NOMINEES (AUSTRALIA) LIMITED	Markus Meister	Beneficiary	1,000,000,000 Ordinary Shares	3.98%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Markus Meister	Quai Jean-Charles Rey, 98000 Monaco, MONACO, EUROPE
	amani@meister.eu

Signature

print name **Markus Meister**

capacity **Individual**

sign here 

date **31/05/2024**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation

to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.


- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

Share Transfer Agreement

This is Annexure "A" of 2 pages referred to in Form 604 - Notice of change of interests of substantial holder.

This agreement is made on the 29th of May 2024 between

Signed:  Markus Meister
Date: 31/05/2024

Mr. Klaus Eckhof, [REDACTED] the "Seller"

and

Mr. Markus Meister, Quai Jean-Charles Rey, 98000 Monaco or the "Purchaser"

WHEREAS:

The Seller intends to sell his 1,000,000,000 shares "Amani Shares" of Amani Gold Limited (ISIN AU000000ANL3) "Amani Gold" to the Purchaser for the agreed terms and conditions set out in this agreement. The Seller does not own any further Amani Shares directly or indirectly.

IT IS HEREBY AGREED AS FOLLOWS:

1)

The Seller is the legal and beneficial owner of the Amani Shares and agrees to sell and transfer the Amani Shares, free from any encumbrances or third-party rights, to the Purchaser. The Purchaser agrees to purchase and receive the Amani Gold shares under the terms and conditions set out in this agreement.

2)

The total consideration payable under this agreement is 900,000 AUD, as follows:

a) The Seller agrees to sell the Amani Shares for a purchase price of 0.0005 AUD per share, totalling 500,000 AUD ("Initial Payment"). The instructions to transfer the shares from the Seller's securities account to the Purchaser's securities account shall be issued immediately and executed by the bank upon receipt of the funds.

b) Within 7 days of a payment of Amani Gold to Amani Gold shareholders pursuant to a Capital Return (defined below), the Purchaser agrees to pay the Seller an additional consideration of 0.0004 AUD per share (an additional 400,000 AUD) ("Additional Payment").

3)

Completion of the transfer of the Amani Shares will occur on the date which is five business days after signing this agreement ("Completion"). At Completion the Purchaser must pay the Initial Payment to the Seller and the Seller must deliver the Amani Shares to the Purchaser.

4)

The Purchaser, who currently owns approximately 5.04% of the outstanding shares of Amani Gold, intends to seek support from other shareholders to vote against the intended Lithium project acquisition, to vote against the proposed name change, etc.

The Purchaser also intends to request the convening of an Extraordinary General Meeting pursuant to Section 249D of the Corporations Act 2001. The purpose of this meeting would be to

discuss and vote on several resolutions, including a proposed first equal reduction of capital (Capital Return) to shareholders of 0.0004 AUD per share and a 1-for-10 share consolidation to facilitate share trading once the shares are listed on the ASX.

The Seller, being a former director of Amani Gold and in contact with Amani Gold shareholders, confirms he supports the abovementioned Purchaser's intentions.

5)

The parties acknowledge that the Purchaser, as a substantial shareholder of Amani Gold, must disclose the change in interest of his shareholding to Amani Gold resp. the ASX including the number of shares/votes and the consideration for these shares. The Purchaser and the Seller agree that this Share Transfer Agreement will be attached to the Purchaser's change in substantial shareholding notice form.

6)

The Seller represents and warrants in respect of itself and its Amani Shares:

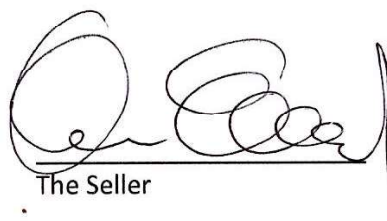
- a) It has full power and lawful authority to execute and deliver this agreement and to observe and perform, or cause to be observed or performed, all of its obligations in and under this agreement without breach or causing the breach of applicable laws.
- b) It is the legal and beneficial owner of the shares in the capital of Amani Gold the subject of this agreement.
- c) It is able to sell and transfer the shares in Amani Gold without the consent of any other person and free of any encumbrance, pre-emptive rights or rights of first refusal.
- d) The execution, delivery and performance of this agreement by it does not constitute a breach of any law or obligation or cause a default under any agreement by which it is bound.
- e) No event of insolvency has occurred in relation to it nor is there any act which has occurred, or any omission made, which may result in an event of insolvency occurring in relation to it.
- f) There is no litigation or proceeding pending or threatened against it which may defeat, impair, detrimentally affect or reduce the right, title and interest of it in its Amani Shares.
- g) It is not the subject of any investigation or audit by the tax office of any country or state nor is any such investigation or audit pending or threatened, which may defeat, impair, detrimentally affect or reduce the right, title and interest of it in its Amani Shares.

7)

This Agreement is legally binding on all Parties. This agreement shall be governed by and construed in accordance with the laws of Monaco. Any amendments to this agreement must be made in writing and signed by both parties. Should any individual provision of this contract be ineffective or invalid, this shall not affect the validity of the remainder of the contract. The ineffective or invalid provision shall be replaced by a provision that most closely reflects the economic intent of the ineffective or invalid provision. The same applies in the event of an unintended loophole in the contract.

Monaco, 29th of May 2024


The Purchaser


The Seller