ATLANTIC LITHIUM

AIM: ALL, ASX: A11, OTCQX: ALLIF

23 January 2024

Form 604 – Notice of Change of Interests of Substantial Holder

For personal use only

Atlantic Lithium Limited (AIM: ALL, ASX: A11, OTCQX: ALLIF, "Atlantic Lithium" or the "Company"), the African-focused lithium exploration and development company targeting to deliver Ghana's first lithium mine, wishes to advise that the Company has received the following two Form 604 – Notice of Change of Interests of Substantial Holder notifications from major shareholders Assore International Holdings Limited ("Assore") and Piedmont Lithium Inc. ("Piedmont").

The voting rights of Assore and Piedmont now sit at 28.4% and 5.2%, respectively, of the total issued capital of the Company.

Commenting, Neil Herbert, Executive Chairman of Atlantic Lithium, said:

"As the Company's largest shareholder, we believe that Assore's purchase of Atlantic Lithium shares at a premium to the current price, increasing their holding to 28.4%, reflects their belief in the substantial value potential that, together with Piedmont, we intend to unlock at the Ewoyaa Lithium Project."

For any further information, please contact:

Atlantic Lithium Limited

Neil Herbert (Executive Chairman)

Amanda Harsas (Finance Director and Company Secretary)

www.atlanticlithium.com.au

IR@atlanticlithium.com.au

Tel: +61 2 8072 0640

SP Angel Corporate Finance LLP
Nominated Adviser
Jeff Keating
Charlie Bouverat
Tel: +44 (0)20 3470 0470

Yellow Jersey PR Limited
Charles Goodwin
Bessie Elliot
atlantic@yellowjerseypr.com
Tel: +44 (0)20 3004 9512

Canaccord Genuity Limited
Financial Adviser:
Raj Khatri (UK) /
Duncan St John, Christian
Calabrese (Australia)

Corporate Broking:
James Asensio
Tel: +44 (0) 20 7523 4500

For personal use only

Notes to Editors:

About Atlantic Lithium

www.atlanticlithium.com.au

Atlantic Lithium is an AIM and ASX-listed lithium company advancing a portfolio of lithium projects in Ghana and Côte d'Ivoire through to production.

The Company's flagship project, the Ewoyaa Project in Ghana, is a significant lithium spodumene pegmatite discovery on track to become Ghana's first lithium-producing mine.

The Definitive Feasibility Study for the Project indicates the production of 3.6Mt of spodumene concentrate over a 12-year mine life, making it one of the top 10 largest spodumene concentrate mines in the world.

The Project, which was awarded a Mining Lease in October 2023, is being developed under a funding agreement with Piedmont Lithium Inc.

Atlantic Lithium holds 509km^2 and 774km^2 of tenure across Ghana and Côte d'Ivoire respectively, comprising significantly under-explored, highly prospective licences.

For personal use only

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To: Company Name/Scheme: Atlantic Lithium Limited

ABN/ACN/ARSN: ACN 127 215 132

1. Details of substantial holder (1)

Name: Assore International Holdings Limited on its own behalf and on account of each of its related bodies corporate from time to time including those listed in Annexure A (together the ***Substantial Holders***)

ABN/ACN/ARSN (if applicable):

There was a change in the interests of the substantial holder on: 18 / 01 / 2024

The previous notice was given to the company on: 22 / 11 / 2022

The previous notice was dated: 18 / 11 / 2022

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)
Fully paid ordinary shares	151,810,235	25.06% (based on 605,741,660 issued fully paid ordinary shares)	179,025,852	28.4% (based on 630,423,479 issued fully paid ordinary shares)

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)	Number of securities affected	Class of securities	Person's votes affected
18/01/2023	Assore International Holdings Limited	Acquisition on-market, on London Stock Exchange's AIM market (***AIM***), of fully paid dematerialized depositary interests in respect of and representing fully paid ordinary shares in Altantic Lithium on a one for one basis within CREST (***Depositary Interests***)	£109,678.00	290,000	Fully paid ordinary shares	290,000
03/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£3,616.00	9,040	Fully paid ordinary shares	9,040
06/02/2023	Assore International Holdings	Acquisition on-market, on AIM, of Depositary Interests	£36,830.00	92,106	Fully paid ordinary shares	92,106

For personal use only

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Number of securities affected	Class of securities	Person's votes affected
	Limited					
07/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£7344.90	18,411	Fully paid ordinary shares	18,411
08/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£16,271.60	40,679	Fully paid ordinary shares	40,679
09/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£,6047.88	15,392	Fully paid ordinary shares	15,392
10/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£42,560.71	107,744	Fully paid ordinary shares	107,744
13/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£55,617.28	139,181	Fully paid ordinary shares	139,181
14/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£24,726.30	61,877	Fully paid ordinary shares	61,877
15/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£26,447.76	67,780	Fully paid ordinary shares	67,780
16/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£29,148.88	74,748	Fully paid ordinary shares	74,748
20/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£601,555.96	1,583,042	Fully paid ordinary shares	1,583,042
22/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£89,314.48	235,708	Fully paid ordinary shares	235,708
23/02/2023	Assore International Holdings Limited	Acquisition on-market, on AIM, of Depositary Interests	£71,052.78	187,507	Fully paid ordinary shares	187,507
18/01/2024	Assore International Holdings Limited	Relevant interest pursuant to section 608(8) of the *Corporations Act 2001* (Cth) (the ***Corporations Act***) pursuant to a Share Purchase Agreement, a copy of which is attached as Annexure B (***SPA***)	£5,830,176.48	24,292,402	Fully paid ordinary shares	24,292,402
Each of the dates above	Each other Substantial Holder	Deemed relevant interest under section 608(3) of the Corporations Act	None – deemed relevant interests	630,423,479, being the aggregate of the figures in the rows above	Fully paid ordinary shares	630,423,479, being the aggregate of the figures in the rows above

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)	Number of securities	Class of securities	Person's votes
Assore International Holdings Limited	Aurora Nominees Limited	Assore International Holdings Limited	Relevant interest under sections 608(1)(b) and (c) of the Corporations Act by virtue of being the beneficial owner of the shares due to holding Depositary Interests.	154,733,450	Depositary Interests	154,733,450
Assore International Holdings Limited	Piedmont Lithium Ghana Inc	Assore International Holdings Limited, subject to completion under the SPA	Relevant interest pursuant to section 608(8) of the Corporations Act pursuant to the SPA.	24,292,402	Fully paid ordinary shares	24,292,402
Each other Substantial Holder	Aurora Nominees Limited	Assore International Holdings Limited	Relevant interest under section 608(3) of the Corporations Act	154,733,450	Depositary Interests	154,733,450
Each other Substantial Holder	Piedmont Lithium Ghana Inc	Assore International Holdings Limited	Relevant interest under section 608(3) of the Corporations Act	24,292,402	Fully paid ordinary shares	24,292,402

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
Refer to Annexure A	

Signature

Print name	Kieran Daly	Capacity	Director, Assore International Holdings Limited],
Sign here		Date	19 January 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:

For personal use only

(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.

For personal use only

ANNEXURE 'A'

Related bodies corporate of Assore International Holdings Limited

This is the annexure marked 'A' of 1 page referred to in the Notice of change of interests of substantial holder.

Name	Kieran Daly	Capacity	Director, Assore International Holdings Limited] and authorised signatory for the other Substantial Holders
Signature		Date	19 January 2024

1	Oresteel Investments Proprietary Limited	South Africa		C/- Assore International Holdings Limited, 5 Charlecote Mews, Staple Gardens, Winchester, Hampshire, United Kingdom, SO23 8SR
2	Assore Holdings Proprietary Limited	South Africa		As above
3	Assore South Africa Proprietary Limited	South Africa		As above
4	Ore & Metal Company Limited	South Africa		As above
5	Wonderstone Limited	South Africa		As above
6	Assmang Proprietary Limited	South Africa		As above
7	Dwarsrivier Chrome Mine Proprietary Limited	South Africa		As above
9	Ore & Metal International Limited	United Kingdom	14039674	As above
10	Minmet S.A.M	Monaco		As above
12	IPM Commodities Private Limited	India		As above
13	IPMC Singapore Pte Ltd	Singapore		As above
14	Minerais U.S. LLC	New Jersey		As above
15	Cato Ridge Alloys Pty Limited			As above

For personal use only

ANNEXURE 'B'

SHARE PURCHASE AGREEMENT

This is the annexure marked 'B' of 11 pages referred to in the Notice of change of interests of substantial holder.

Name	Kieran Daly	Capacity	Director, Assore Internal Holdings Limited
Signature		Date	19 January 2024

For personal use only

For personal use only

This Agreement is made on 18 **January 2024.**

Parties

1 **Piedmont Lithium Ghana Holdings, LLC,** a Delaware limited liability company with its principal place of business located at 42 E. Catawba Street, Belmont, NC 28012, U.S.A. (the ***Vendor***).

2 **Assore International Holdings Limited,** a company incorporated in England and Wales whose registered office is at 5 Charlecote Mews, Staple Gardens, Winchester, Hampshire, United Kingdom, SO23 8SR (the ***Purchaser***).

Recitals

A The Vendor is the legal and beneficial owner of the Sale Shares.

B The Vendor has agreed to sell the Sales Shares to the Purchaser, and the Purchaser has agreed to buy the Sale Shares from the Vendor, on the terms of this Agreement.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Atlantic Lithium means Atlantic Lithium Limited (ACN 127 215 132).

Business Day means a day which is not a Saturday, Sunday or a public holiday in New South Wales, Australia, the United Kingdom and the United States of America.

Completion means completion of the sale and purchase of the Sale Shares under this Agreement.

Completion Date means the date scheduled for Completion, being 19 January 2024 or such other date as the parties may agree in writing.

Confirmed Electronic Transfer means the electronic transfer of funds directly from one bank account to another with the receipt of funds being acknowledged verbally or in writing to the Purchaser by the bank operating the receiving account.

Corporations Act means the *Corporations Act 2001* (Cth).

Purchase Consideration has the meaning given in clause 2(b).

Purchase Price means GBP0.25 per Sale Share.

Rights means all rights attaching to or arising from Shares (including, without limitation, all rights to receive dividends, returns of capital or other distributions and to receive or subscribe for shares, notes, options or other securities or entitlements) declared, paid or issued by Atlantic Lithium.

Sale Shares means 24,292,402 fully-paid Shares in Atlantic Lithium.

Security Interest means an interest or power:

(a) reserved in or over any interest in any asset including, without limitation, any retention of title; or

(b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power,

by way of security for the payment of debt or any other monetary obligation or the enforcement of any other obligation and whether or not existing or agreed to be granted or created.

Share means a fully paid ordinary share issued in the capital of Atlantic Lithium.

Tax Act means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

Vendor's CGT Declaration means a declaration (in the ATO form NAT 74879-06.2016) from the Vendor that the Sale Shares are not indirect Australian real property interests for the purposes of the Tax Act.

1.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.

(c) The following rules apply unless the context requires otherwise.

(i) The singular includes the plural, and the converse also applies.

(ii) A gender includes all genders.

(iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(v) A reference to a clause or Schedule is a reference to a clause of, or Schedule to, this Agreement.

(vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.

(vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.

(viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(x) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.

(xi) A reference to *AUD* or *A$* is to the lawful currency of the Commonwealth of Australia from time to time. A reference to *GBP* of *£* is to the lawful currency of the United Kingdom of Great Britain and Northern Ireland from time to time. A reference to *US dollars* or *US$* is to the lawful currency of the United States of America from time to time.

(xii) A reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party

For personal use only

is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

(xiii) A month means a calendar month.

1.3 Business Day

Save where the parties agree in writing otherwise, where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day.

2 Sale and Purchase

(a) The Vendor as legal and beneficial owner sells the Sale Shares, free from all Security Interests and together with all Rights attaching to them at Completion, and the Purchaser buys the Sale Shares each for the Purchase Price, in each case on the terms set out in this Agreement.

(b) The consideration payable by the Purchaser to the Vendor for the sale and purchase of the Sale Shares is the Purchase Price multiplied by the number of Sale Shares (***Purchase Consideration***). The Purchase Consideration shall be paid in US dollars. For the purposes of this calculation, the Purchase Consideration shall be converted into US dollars at the GBP to US dollar foreign exchange rate as of 11 January 2024, such rate being 1.2780.

(c) Title to and property in the Sale Shares remain solely with the Vendor until Completion and, subject to the provisions of this Agreement, passes to the Purchaser with effect from Completion.

(d) The Vendor shall procure that on or prior to Completion any and all rights of pre-emption over the Sale Shares are waived irrevocably by the persons entitled thereto.

3 Tax withholding from Purchase Consideration

(a) The Vendor warrants and declares for the purposes of section 14-225(2) in Schedule 1 of the Tax Act that as at the date of this Agreement and as at Completion, the Sale Shares are membership interests but not indirect Australian real property interests for the purposes of the Tax Act.

(b) If Completion occurs later than six months after the date of this Agreement, the Vendor must deliver to the Purchaser, on or before Completion, an executed Vendor's CGT Declaration, for the period covering from the date that is the day six months from the date of this Agreement up to, and including Completion.

(c) The Purchaser agrees that no payment will be required to be made under Subdivision 14-D in Schedule 1 of the Tax Act in respect of the payment of the Purchase Consideration.

4 Completion

4.1 Date for Completion

Completion must take place on the Completion Date by electronic exchange, or such other place agreed by the parties in writing.

4.2 Obligations of the Vendor on Completion

On the Completion Date, the Vendor must:

(a) in respect of Sale Shares that are held on Atlantic Lithium's issuer-sponsored subregister, deliver to the Purchaser an original copy of a duly executed transfer in registrable form, in

For personal use only

favour of the Purchaser, for the Sale Shares, together with original copies of any supporting documents that may reasonably be expected to be required to enable the transfer of the Sale Shares under this Agreement; and

(b) in respect of all Sale Shares, deliver to the Purchaser the holding statements or share certificates, or copies of the holding statements or share certificates, which disclose ownership of the Sale Shares.

4.3 Obligations of the Purchaser on Completion

On the Completion Date, the Purchaser must pay the Purchase Consideration to the Vendor (or as it may direct in writing) by:

(a) bank cheque; or

(b) Confirmed Electronic Transfer to such bank account as notified in writing by the Vendor to the Purchaser on or prior to the date of this Agreement.

4.4 Interdependency

(a) The obligations of the parties under clauses 4.2 and 4.3 are interdependent.

(b) If any action referred to in clause 4.2 or 4.3 does not take place on the Completion Date then Completion will not have occurred and, without prejudice to any rights available to any party as a consequence:

(i) there is no obligation on any party to perform any of its obligations under clause 4.2 or 4.3; and

(ii) to the extent such actions have already been undertaken, the parties must do everything required to reverse those actions.

(c) If Completion does not occur on the Completion Date, then unless the parties agree otherwise in writing (with such agreement specifying a revised Completion Date) this Agreement will automatically terminate, with immediate effect.

(d) If this Agreement automatically terminates under clause 4.4(c):

(i) each party will be released from its obligations under this Agreement, except its obligations under clause 4.4(b)(ii);

(ii) each party will retain the rights it has or may have against any other party in respect of any past breach of this Agreement, including any breach of clause 4.2 or 4.3; and

(iii) in all other respects, all future obligations of the parties under this Agreement will immediately terminate and be of no further force or effect.

5 Representations and Warranties

5.1 By the Vendor

The Vendor represents and warrants to the Purchaser that:

(a) (**body corporate**) the Vendor is a body corporate validly existing and duly established under the laws of its place of its organisation;

(b) (**capacity**) the Vendor has legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement;

For personal use only

For personal use only

(c) (**authority**) the Vendor has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement;

(d) (**power to sell**) the Vendor has the corporate authority and power to sell all of its Sale Shares under this Agreement and no person has a conflicting right, whether contingent or otherwise and whether contractual or otherwise, to purchase or to be offered for purchase all of its Sale Shares, or any of them, and there is otherwise no restriction on the transfer of its Sale Shares to the Purchaser on the terms of this Agreement.

(e) (**document effective**) this Agreement constitutes a legal, valid and binding obligation of the Vendor;

(f) (**compliance with law**) the entry into this Agreement by the Vendor and the performance of its obligations under this Agreement will not violate any law, court order or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Vendor's constitution or any instrument or document to which the Vendor is a party or by which it is bound, and no consents or approvals are required to be obtained in connection with the sale or transfer of the Sale Shares under this Agreement and the sale or transfer of the Sale Shares under this Agreement will not violate or breach any representation or warranty made by the Vendor pertaining to the Sale Shares; and

(g) (**ownership**) the Vendor is the legal and beneficial owner of all of its Sale Shares free from all Security Interests or other claims binding upon the Vendor.

5.2 By the Purchaser

The Purchaser represents and warrants to the Vendor that:

(a) (**body corporate**) the Purchaser is a body corporate validly existing and duly established under the laws of its place of its organisation;

(b) (**capacity**) The Purchaser has legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement;

(c) (**authority**) the Purchaser has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Agreement and the performance of its obligations under this Agreement;

(d) (**document effective**) This Agreement constitutes a legal, valid and binding obligation of the Purchaser; and

(e) (**compliance with law**) The entry into this Agreement by the Purchaser, the transfer of the Sale Shares to the Purchaser and the Purchaser's performance of its obligations under this Agreement will not infringe any law or regulation material to the transactions contemplated under this Agreement and will not result in a breach of the Purchaser's constitution or any instrument or document to which the Purchaser is a party or by which it is bound.

5.3 Continuation of representations and warranties

The representations and warranties in clauses 5.1 and 5.2(a) are taken to be made on the date of this Agreement, as at Completion, and (unless specified otherwise) at all times until Completion.

6 Power of Attorney

Subject to Completion occurring in accordance with this Agreement, the Vendor appoints the Purchaser to be its attorney from the Completion Date in respect of the Sale Shares until the Sale

Shares are registered in the name of the Purchaser. Under this power of attorney, the Purchaser may do in the name of the Vendor and on its behalf everything necessary to:

(a) transfer the Sale Shares;

(b) exercise any rights, including rights to appoint a proxy or representative and voting rights, attending to the Shares;

(c) receive any dividend or other entitlement paid or credited to the Vendor in respect of the Sale Shares; and

(d) do any other act or thing in respect of the Sale Shares.

The Vendor declares that all acts and things done by the Purchaser in exercising powers under this power of attorney will be as good and valid as if they had been done by the Vendor and agrees to ratify and confirm whatever the Purchaser does in exercising power under this power of attorney.

7 Disclosure

The parties acknowledge and agree that each of the parties may provide a copy of this document as follows:

(a) to:

(i) Atlantic Lithium;

(ii) the ASX for public disclosure;

(iii) the UK Financial Conduct Authority; and

(iv) the AIM Market Supervision Team of London Stock Exchange

if and to the extent required in order to satisfy their respective regulatory and legal obligations; and

(b) to any parent company of the Vendor or the Purchaser (as applicable).

8 Notices

Any notice, demand, consent or other communication (a ***Notice***) given or made under this Agreement:

(a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the first and last name and position or title of the sender or person duly authorised by the sender);

(b) subject to paragraph (c), must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address most recently notified by the intended recipient to the sender. Until further notice, that recipient, address and email address is as below:

(i)	to Piedmont Lithium Ghana Holdings, LLC:	Address: 42 E. Catawba Street, Belmont, NC 28012 Email: bczachor@piedmontlithium.com Attention: Bruce Czachor
(ii)	to Assore International Holdings Limited:	Address: Assore House, 15 Fricker Road, Illovo Boulevard Johannesburg, South Africa 2196 Email: JanineGovender@assore.com

For personal use only

Attention: Janine Govender

(c) will be taken to satisfy the obligations in paragraph (b) if:

(i) where a party changes its address and fails to notify the other parties of the new address, the Notice is delivered to the intended recipient at that new address; and

(ii) where an individual named in paragraph (b) ceases to work in the relevant role or ceases to work for the relevant party and the relevant party fails to notify the other parties in accordance with this clause 8 of an alternative individual to whom Notices should be addressed (and, if relevant, an alternative email address to which Notices should be sent), the Notice is addressed to (and, if relevant, delivered to the email address of) an individual in the same or equivalent role at the intended recipient; and

(d) will be conclusively taken to be duly given or made and received:

(i) in the case of delivery in person, when delivered;

(ii) in the case of delivery by express post, to an address in the same country, two Business Days after the date of posting;

(iii) in the case of delivery by any other method of post, six Business Days after the date of posting (if posted to an address in the same country) or 10 Business Days after the date of posting (if posted to an address in another country); and

(iv) in the case of email, at the earliest of:

(A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;

(B) the time that the intended recipient confirms receipt of the email by reply email; and

(C) three hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that three hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made and received

(v) in the case of delivery by hand or post, at a time that is later than 5pm,

(vi) in the case of delivery by email, at a time that is later than 7pm, or

(vii) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under paragraph (b), it will be conclusively taken to have been duly given or made and received at the start of business on the next business day in that place.

9 General Provisions

9.1 Costs and duty

(a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

(b) The Purchaser must pay all stamp duty and any other similar transfer duties and taxes, together with any related fees, penalties, fines, interest or statutory charges, that may be payable on or in connection with this Agreement, any transaction evidenced by this Agreement and any instrument or transaction entered into under this Agreement.

For personal use only

For personal use only

9.2 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction. Each indemnity in this Agreement survives the expiry or termination of this Agreement.

9.3 Amendment

This Agreement may be amended only by another agreement executed by all parties.

9.4 Assignment

No party can assign, charge, encumber or otherwise deal with any rights and obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

9.5 Further assurances

Each of the parties shall execute, and procure that any necessary third party shall do, anything else in order to give full effect to this Agreement and the transactions intended to be effected by it.

9.6 Entire agreement

This Agreement contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively ***Conduct***) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Agreement and completing the transactions contemplated by it.

9.7 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

9.8 Severability of provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

9.9 Governing law and jurisdiction

This Agreement is governed by the laws of New South Wales. In relation to it and related non contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.

9.10 Execution and counterparts

This Agreement may be executed electronically and may be executed in counterparts.

Where a person signs this Agreement electronically, the electronic signature is an effective binding signature, and the electronic document containing it can be an effective electronic counterpart of this Agreement. In addition, the person intends that any print out of the signature

will also constitute an effective original signature, so that the print out will also be an executed original counterpart of this Agreement.

For personal use only

Execution page

Executed as an agreement.

Each person executing this Agreement on behalf of a party states that they have no notice of revocation or suspension of their authority.

SIGNED by Patrick Sacco
on behalf of
ASSORE INTERNATIONAL HOLDINGS LIMITED:

Authorised signatory

For personal use only

SIGNED by Bruce Czachor, in his capacity as Manager, on behalf of **PIEDMONT LITHIUM GHANA HOLDINGS, LLC**: }

Bruce Czachor

Authorised signatory

For personal use only

DocuSign Envelope ID: 3976DFC6-EE35-4953-BDC1-FD1D03CC81BE

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme **Atlantic Lithium Limited**

ACN/ARSN 127 215 132

1. Details of substantial holder (1)

Name Piedmont Lithium Inc. and Piedmont Lithium Ghana Holdings, LLC (formerly known as Piedmont Lithium Ghana Holdings, Inc.)

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on 19 January 2024

The previous notice was given to the company on 12 December 2022

The previous notice was dated 12 December 2022

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)
Fully Paid Ordinary Shares (**Shares**)	56,880,000	9.39%	32,705,064	5.2%

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**
19 January 2024	Piedmont Lithium Ghana Holdings, LLC Piedmont Lithium Inc.	Off-market sale	USD$7,761,422.44	(24,292,402 Shares)	(24,292,402)

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**

For personal use only

Piedmont Lithium Ghana Holdings, LLC	Piedmont Lithium Ghana Holdings, LLC	Piedmont Lithium Ghana Holdings, LLC	Relevant interest under section 608(1)(a) of the Corporations Act 2001 as the holder of the securities.	32,705,064 Shares	32,705,064
Piedmont Lithium Inc.	Piedmont Lithium Ghana Holdings, LLC	Piedmont Lithium Ghana Holdings, LLC	Relevant interest in securities that Piedmont Lithium Ghana Holdings, LLC holds under section 608(3) of the Corporations Act 2001 as Piedmont Lithium Inc. has voting power of 100% in Piedmont Lithium Ghana Holdings, LLC.	32,705,064 Shares	32,705,064

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	N/A

6. Addresses

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

Name	Address
Piedmont Lithium Ghana Holdings, LLC	42 E Catawba Street, Belmont, NC 28012, United States
Piedmont Lithium Inc.	

Signature

Print Name Bruce Czachor **Capacity** Executive Vice President and Chief Legal Officer

Signature DocuSigned by: Bruce Czachor 615493CAED6B428... **Date** 22 January 2024

For personal use only