
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D
(Amendment No. 2)

Under the Securities Exchange Act of 1934

ESGL Holdings Limited
(Name of Issuer)

Ordinary shares, par value \$0.0001 per share
(Title of Class of Securities)

Ordinary Shares: G3R95P108
Warrants: G3R95P116
(CUSIP Number)

101 Tuas South Avenue 2
Singapore 637226
Tel: +65 6653 2299
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

January 30, 2024
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box:

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. G3R95P108

1. Names of Reporting Person.

Samuel Lui

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)

OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization

Singapore

7. Sole Voting Power

1,742,191

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power

9. Sole Dispositive Power

1,742,191

10. Shared Dispositive Power

11. Aggregate Amount Beneficially Owned by Each Reporting Person

1,742,191

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)

13.4% ⁽¹⁾

14. Type of Reporting Person (See Instructions)

OO

(1) Percentage is calculated based on 12,998,039 ordinary shares issued and outstanding on February 1, 2024.

Item 1. Security and Issuer.

This amended statement of beneficial ownership on Schedule 13D (this “Statement”) relates to the ordinary shares (the “Ordinary Shares”) of ESGL Holdings Limited (the “Issuer”). The principal executive offices of the Issuer are located at 101 Tuas South Avenue 2, Singapore 637226. The Ordinary Shares are listed on the Nasdaq Global Market under the symbol “ESGL.”

Item 2. Identity and Background.

- (a) This Statement is filed by Samuel Lui (the “Reporting Person”).
- (b) The business address of the Reporting Person is 8A, Tower 8, Residence Bel-Air, 38 Bel-Air Avenue, Pokfulam, Hong Kong.
- (c) N/A
- (d)–(e) During the last five years, the Reporting Person has not been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Samuel Lui is a citizen of the Republic of Singapore.

Item 3. Source and Amount of Funds or Other Consideration.

As previously disclosed, on August 2, 2023 (the “Closing Date”), the Issuer consummated the business combination (the “Business Combination”) pursuant to the terms of the Merger Agreement, dated as of November 29, 2022 (the “Merger Agreement”), by and among the Issuer, Genesis Unicorn Capital Corp. (“GUCC”), a Delaware corporation, ESGH Merger Sub Corp, a Cayman Islands exempted company and wholly-owned subsidiary of Issuer, Environmental Solutions Group Holdings Limited, a Cayman Islands exempted company (“Legacy ESGL”), and certain shareholders of Legacy ESGL.

Pursuant to the terms of the Merger Agreement, at the closing of the Business Combination, 1,953,250 shares of Class B common stock and 377,331 shares of Class A common stock of GUCC owned by Genesis Unicorn Capital, LLC were automatically cancelled and converted into 2,330,581 Ordinary Shares issued to Genesis Unicorn Capital, LLC. In addition, 377,331 private warrants to purchase shares of Class A common stock of GUCC owned by Genesis Unicorn Capital, LLC were converted into 377,331 warrants to purchase Ordinary Shares. Samuel Lui is the sole member of Genesis Unicorn Capital, LLC. On August 6, 2023, Genesis Unicorn Capital, LLC transferred an aggregate of 1,953,250 Ordinary Shares of the Issuer held by Genesis Unicorn Capital, LLC in book entry form to certain transferees (the “Share Transfer”), with 1,427,191 ordinary shares being transferred to Samuel Lui.

References to and descriptions of the Merger Agreement herein are qualified in their entirety by reference to the Merger Agreement filed as Exhibit 1 to this Statement and incorporated herein by reference.

On January 30, 2024, pursuant to the conversion of a promissory note in the aggregate principal amount of \$3,150,000 as evidenced by a Note Conversion Agreement (the “Note Conversion Agreement”), dated as of November 5, 2023, by and between the Issuer and Genesis Unicorn Capital, LLC, the Issuer issued an aggregate of 315,000 Ordinary Shares and 315,000 private warrants to Samuel Lui (the “Securities Issuance”).

References to and descriptions of the Note Conversion Agreement herein are qualified in their entirety by reference to the Note Conversion Agreement filed as Exhibit 3 to this Statement and incorporated herein by reference.

Item 4. Purpose of Transaction.

The information regarding the Business Combination, the Share Transfer and the Securities Issuance set forth in Item 3 above is incorporated into this Item 4 by reference. All of the Ordinary Shares beneficially owned by the Reporting Person, as reported in this Statement, were received in connection with the Business Combination, the Share Transfer and the Securities Issuance.

Except as described in this Statement, the Reporting Person does not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D, although, subject to the agreements described herein, the Reporting Person, at any time, and from time to time, may review, reconsider and change their position and/or change their purpose and/or develop such plans and may seek to influence management of the Issuer or the Board of Directors with respect to the business and affairs of the Issuer and may from time to time consider pursuing or proposing such matters with advisors, the Issuer, or other persons.

Item 5. Interest in Securities of the Issuer.

- (a) - (b) The responses of the Reporting Person with respect to Rows 11 and 13 on the cover pages of this Statement that relate to the aggregate number and percentage of Ordinary Shares (including, but not limited to, footnotes to such information) are incorporated herein by reference.

The responses of the Reporting Person with respect to Rows 7, 8, 9, and 10 of the cover pages of this Statement that relate to the number of Ordinary Shares as to which the Reporting Person referenced in Item 2 above has sole or shared power to vote or to direct the vote of and sole or shared power to dispose of or to direct the disposition of (including, but not limited to, footnotes to such information) are incorporated herein by reference.

- (c) Except as set forth in this Statement, the Reporting Person has not, to the best of their knowledge, engaged in any transaction with respect to the Issuer's Ordinary Shares during the sixty days prior to the date of filing this Statement.
- (d) Except as described in Item 3, no person other than the Reporting Person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of the Issuer's Ordinary Shares beneficially owned by the Reporting Person as reported in this Statement.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The description of the Merger Agreement and the Note Conversion Agreement under Item 3 is incorporated herein by reference and is qualified in its entirety by reference to the Merger Agreement and the Note Conversion Agreement filed as Exhibit 1 and 3 to this Statement, respectively.

Lock-Up Restrictions/Letter Agreement

In connection with the initial public offering of GUCC, the Issuer's predecessor company, the Reporting Person entered into a letter agreement containing certain lock-up restrictions (the "Letter Agreement"), pursuant to which the Reporting Person agreed that, with respect to 1,427,191 ordinary shares held by the Reporting Person, not to transfer any of such shares until the earlier to the occur of (A) six (6) months after the consummation of the Issuer's business combination and (B) subsequent to a business combination, if the reported last sale price of ordinary shares equals or exceeds \$12.00 per share (as adjusted for share splits, share capitalizations, rights issuances, subdivisions, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period.

References to and descriptions of the lock-up restrictions contained in the Letter Agreement herein are qualified in their entirety by reference to the Letter Agreement filed as Exhibit 2 to this Statement and incorporated herein by reference.

Except as described herein, there are no contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Person named in Item 2 above or between such Reporting Person and any other person with respect to any securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit No.	Description
1	<u>Merger Agreement dated November 29, 2022, by and between Genesis Unicorn Capital Corp., ESGL Holdings Limited, ESGH Merger Sub Corp., Environmental Solutions Group Holdings Limited and the Shareholder Representative (incorporated by reference to Exhibit 2.1 to the current report on Form 8-K filed by Genesis Unicorn Capital Corp. with the SEC on November 30, 2022).</u>
2	<u>Letter Agreement (lock-up) among Genesis Unicorn Capital Corp., Genesis Unicorn Capital, LLC and the other parties named therein dated as of February 14, 2022 (incorporated by reference to Exhibit 10.1 to the current report on Form 8-K filed by Genesis Unicorn Capital Corp. with the SEC on February 17, 2022).</u>
3	<u>Note Conversion Agreement, dated as of November 5, 2023, by and between ESGL Holdings Limited and Genesis Unicorn Capital, LLC.</u>

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: February 1, 2024

/s/ Samuel Lui

Samuel Lui

ESGL HOLDINGS LIMITED
NOTE CONVERSION AGREEMENT

THIS NOTE CONVERSION AGREEMENT (the "Agreement"), dated as of November 5, 2023, is entered into by and among ESGL Holdings Limited, a Cayman Islands exempt company (the "Company"), and Genesis Unicorn Capital, LLC, a Delaware limited liability (the "Holder").

WHEREAS, the Company and/or its subsidiaries previously issued promissory notes to the Holder with an aggregate principal amount of approximately \$3,150,000 (the "Notes");

WHEREAS, following the consummation of the Company's business combination with Genesis Unicorn Capital Corp. (the "Business Combination"), the Holder desires to convert all of the Notes into 315,000 ordinary shares of the Company (the "Shares") and 315,000 private warrants of the Company (the "Warrants") and together with the Shares, the "Securities"), at a conversion price equal to \$10.00 (the "Conversion Price").

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conversion of Notes.

(a) The Holder agrees that following the consummation of the Business Combination (the "Conversion Date"), all of the Notes held by it, and all principal amount payable by the Company thereon, shall be converted into Shares and Warrants at the Conversion Price.

(b) On the Conversion Date, the Notes shall be cancelled, and the Company shall have no further obligations to pay any money or issue any securities to the Holder or otherwise in respect of the Notes. Promptly following the Conversion Date, the Company will issue and deliver to the Holder a certificate or certificates evidencing the Shares and Warrants to be issued to the Holder, and the Holder shall deliver the Holder's original Note for cancellation to the Company.

2. Holder Representations. The Holder hereby represents and warrants to the Company as follows:

(a) The Securities being acquired by the Holder are being acquired for the Holder's own account and for the purpose of investment and not with a view to, or in connection with, the resale, transfer or other distribution thereof, nor with any present intention of reselling, transferring or distributing the Securities. Any sale, transfer or other disposition of the Securities will be made only if such securities are registered under the Securities Act of 1933, as amended (the "Securities Act"), or the sale is made in compliance with an exemption under the Securities Act, or the rules thereunder, and any applicable state securities laws.

(b) The Holder is an "accredited investor" within the meaning of Rule 501 promulgated under the Securities Act.

(c) No portion of the Notes being converted by the Holder have been sold, transferred, assigned, encumbered or otherwise conveyed, and the Holder is the record and beneficial owner of all such Notes, free and clear of all liens, security interests and encumbrances of any type or kind placed thereon.

(d) The execution and delivery of this Agreement constitutes the valid and binding obligation of the Holder, enforceable against such Holder in accordance with its terms.

(e) The Holder acknowledges that the conversion of its Notes may involve tax consequences, and that neither the Company nor its legal counsel or advisors have provided any tax advice or information to such Holder. The Holder acknowledges that it must retain his own professional advisors to evaluate the tax and other consequences of converting the Notes into Shares.

3. Miscellaneous.

(a) Amendments. This Agreement may not be amended or waived, except by a writing signed by the Company and the Holder.

(b) Governing Law. This Agreement is and shall be governed by and enforced in accordance with the laws of the State of New York, excluding its choice of law rules.

(c) Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Agreement shall become effective upon delivery to each party of an executed counterpart or the earlier delivery to each party of original, photocopied, or electronically transmitted signature pages that together (but need not individually) bear the signatures of all other parties.

(e) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and thereof. No provision of this Agreement may be explained or qualified by any prior or contemporaneous understanding, negotiation, discussion, conduct, or course of conduct or by any trade usage, and, except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof or thereof. No party has relied on any representation, warranty, or agreement of any person in entering this Agreement, except those expressly stated herein or therein.

(f) Further Assurances. Each party shall execute and deliver such documents and take such action, as may reasonably be considered within the scope of such party's obligations hereunder, necessary to effectuate the transactions contemplated by this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Note Conversion Agreement as of the date first written above.

ESGL HOLDINGS LIMITED

By: 
Name: Guek Leng Chuang
Title: CEO

[Signature Page to Note Conversion Agreement]

NOTE HOLDER:

GENESIS UNICORN CAPITAL, LLC

By: 

Print Name: Samuel Lui

Title: Sole Member and Manager

Note Amount
Converted: \$3,150,000

[Signature Page to Note Conversion Agreement]