

R3D Resources Limited ACN 111 398 040

(renamed Tartana Minerals Limited)

Eighth Supplementary Prospectus

Eighth Supplementary Prospectus to a Prospectus dated 16 November 2023

Important Information

This Eighth Supplementary prospectus is dated **4 April 2024** and was lodged with the Australian Securities and Investments Commission (**ASIC**) on that date (**Eighth Supplementary Prospectus**).

This Eighth Supplementary Prospectus supplements and is intended to be read together with the prospectus dated 16 November 2023 (the **Prospectus**) as amended by the Supplementary Prospectus dated 12 December 2023, Second Supplementary Prospectus dated 15 January 2024, Third Supplementary Prospectus dated 23 January 2024, the Fourth Supplementary Prospectus dated 14 February 2024, the Fifth Supplementary Prospectus which was lodged 15 March 2024, and the Sixth Supplementary Prospectus which was lodged on 22 March 2024 and the Seventh Supplementary Prospectus which was lodged on 27 March 2024 which were issued by R3D Resources Limited (renamed Tartana Minerals Limited) ACN 111 398 040 (**Company**).

ASIC, the ASX and their officers take no responsibility as to the contents of this Eighth Supplementary Prospectus. This Eighth Supplementary Prospectus should be read in its entirety together with the contents of the Prospectus. If you are in any doubt as to the contents of this document, you should consult your professional advisers without delay.

A copy of the Prospectus is available for inspection at the registered office of the Company at 169 Blues Point Road, McMahons Point, NSW 2060 Australia, during normal business hours. The Prospectus will also be made available in electronic form. Persons having received a copy of this Prospectus in its electronic form may obtain an additional paper copy of this Prospectus (free of charge) from the Company's registered office by contacting the Company.

Other than as set out below, all details in relation to the Prospectus remain unchanged. Terms used in this Eighth Supplementary Prospectus shall have the same meaning ascribed to them in the Prospectus. To the extent of any inconsistency between this Eighth Supplementary Prospectus and the Prospectus, the provisions of this Eighth Supplementary Prospectus will prevail.

1. Purpose of this Supplementary Prospectus

The purpose of this Eighth Supplementary Prospectus is to provide additional information to investors as set out below, primary in relation to an underwriting of the Entitlement Offer by a related party of the Company.

2. Partial Underwriting by Breakaway Investment Group Pty Ltd

The Company has entered into an Underwriting Agreement with Breakaway Investment Group Pty Ltd (**Breakaway Investment**). Breakaway Investment is a company controlled by Dr Stephen Bartrop, the Managing Director of the Company. Pursuant to the Underwriting Agreement:

- (a) Breakaway Investment commits to partially underwrite the Entitlement Offer by agreeing to subscribe for up to the first 10,000,000 Shares (the **Underwritten Shares**) and the corresponding 5,000,000 attaching Quoted Options (being up to \$500,000 at \$0.05 per Share) under the Entitlement Offer (by way of a Shortfall Placement), such that the total amount raised under the Entitlement Offer is at least \$500,000 after the

allocation of applications under the Entitlement Offer and the Top-Up Securities otherwise in accordance with the allocation policy in the Prospectus, and before receiving subscriptions from other investors in the Shortfall Offer.

- (b) Breakaway Investment may engage third parties to sub-underwrite some or all of its underwriting commitment, and in that case, Breakaway Investment is responsible for any fee that may be payable to the sub-underwriter.
- (c) No fee or commission is payable to Breakaway Investment for its commitments in the Agreement.
- (d) Breakaway Investment has very limited rights to terminate its obligations under the Agreement, essentially being limited to where the Company withdraws the Entitlement Offer or if it would be a breach of law or the ASX Listing Rules for Breakaway Investment to perform its obligations.
- (e) The terms of the Agreement are otherwise no more favourable to Breakaway Investment than would be expected were Breakaway Investment and the Company dealing at arm's length.

References in the Prospectus to the Entitlement Offer not being underwritten have been superseded, and should be read subject to the terms of the Agreement. Likewise, the above disclosures should be read as an update to the related party transactions sections in the Prospectus.

3. Effect of Partial Underwriting on the Company and Shareholders

The partial underwriting described above may have the effect of increasing the relevant interests of Breakaway Investment and its associates in the Company's Shares at the conclusion of the Entitlement Offer. However, even if no other applications were to be received under the Entitlement Offer and Breakaway Investments subscribed for the Underwritten Shares (representing the maximum \$500,000), Breakaway Investments and their associates (including Dr Stephen Bartrop) would not exceed 20% of the issued capital of the Company and accordingly would not exceed the limit in section 606 of the Corporations Act.

The ultimate percentage relevant interest of Breakaway Investments and its associates will depend on matters including the commitments from existing Shareholders and new investors referred to above, and the take up of Entitlements by other Shareholders.

The following table illustrates the maximum potential combined relevant interest and voting power of Breakaway Investments and its associates under different scenarios where the Entitlement Offer is:

- (a) fully subscribed by other Eligible Shareholders, and as a result Breakaway Investment is not allocated any Shortfall Securities as underwriter;
- (b) partially subscribed to \$750,000, and as a result Breakaway Investment is not allocated any Shortfall Securities as underwriter (given their underwriting is for the first \$500,000 raised only);
- (c) partially subscribed to \$250,000, and as a result Breakaway Investment is allocated \$250,000 of the Shortfall Securities as underwriter (up to the first \$500,000 raised); and
- (d) in the unlikely event that no Eligible Shareholders take up their Entitlement under the Entitlement Offer and accordingly Breakaway Investment takes up the maximum number of Underwritten Shares (raising \$500,000):

Scenario	Voting Power of Breakaway Investments (and its associates) on completion of the Entitlement Offer
Full participation by Eligible Shareholders (no Underwritten Shares)	7.19%
\$750,000 participation by Eligible Shareholders (no Underwritten Shares as raise exceeds \$500,000)	7.19%
\$250,000 participation by Eligible Shareholders (\$250,000 in Underwritten Shares to make \$500,000 total raised)	9.82%
No participation by Eligible Shareholders (\$500,000 in Underwritten Shares)	12.90%

Notes:

1. The above does not include the additional Shares that would be issued to Dr Stephen Bartrop (or his nominee) in the event that Shareholder approval is obtained for the completion of a placement to Dr Bartrop on the same terms as the Placement for \$75,000. This would increase Breakaway Investment (and its associates) voting power in the Company by a maximum of 0.98% (before dilution as a result of the Entitlement Offer).
2. The registered holders of securities in the Company that have been deemed to be associates of Breakaway Investment are Mr Stephen Bruce Bartrop, Dr Stephen Bartrop + Ms Kerry Wendy Chisholm <Fund on the Beach S/F A/C>, Mr Stephen Bartrop + Ms Kerry Wendy Chisholm <Fund on the Beach S/F A/C>, Seaside Property Investments Pty Limited and Troppo Resources Pty Ltd.
3. The above assumes that Breakaway Investment does not engage sub-underwriters for any of the Underwritten Shares.

These potential maximum levels of voting power supersede and replace the disclosures in section 3 of the Prospectus, including in relation to the potential further increase in the interests of Stephen Bartrop as a substantial holder in the Company than contemplated in the Prospectus, by reason of his control over Breakaway Investments.

No change to dilution of Shareholders who do not participate

The indicative dilution table in section 3.4 of the Prospectus remains unchanged as a result of Breakaway Investment's partial underwriting commitment, as that table already assumes the full issue of all Shares offered under the Entitlement Offer.

No effect on expenses of the Offer, use of funds, capital structure, and Pro forma consolidated statement of financial position

Because no fee is payable to Breakaway Investments for its commitments under the Agreement, there are no material changes to the estimated expenses of the Offers, proposed use of funds, pro forma capital structure following the successful completion of the Offers, or

pro forma consolidated statement of financial position, as those matters are respectively set out in the Prospectus.

No material adverse effect on investors

The Directors consider that the developments described in this document and their effect on the Company are not materially adverse from the point of view of an investor in the Offers. Although Breakaway Investment (and its associates, including Dr Stephen Bartrop) may further increase their percentage relevant interest in the Company as a result of the underwriting commitments, the change will not result in a change of control of the Company.

4. Allocation Policy

The Allocation Policy set out in section 1.3 of the Prospectus is replaced with the following:

Step	Allocation	Policy
Step 1	Entitlement Offer	Eligible Shareholders who apply for all or part of their Entitlements pursuant to the Entitlement Offer.
Step 2	Top Up Facility	Subject to the top up facility detailed in section 1.2(c) Shareholders who apply for their Entitlements in full may apply for Top Up Securities.
Step 3	Underwriting with Breakaway investments	If the amount that has been raised pursuant to Step 1 and Step 2 above does not exceed \$500,000, the Company can require Breakaway Investments to subscribe for the Underwriting Shares up to \$500,000 such that the total amount raised from the Entitlement Offer, the Top Up Facility and Breakaway Investments totals at least \$500,000.
Step 4	Other Shortfall Offers	If, following the allocation of Top Up Securities and the Underwritten Shares in accordance with Step 3 there remains Shortfall, the Directors reserve the right to place such Shortfall at their discretion during the three month period following the Closing Date, provided that no investor will be entitled to increase their voting power in the Company above 20% through the allocation of Shortfall Securities. In exercising this discretion, the Board will take into consideration a number of factors, including ensuring the Company has an appropriate and optimal Shareholder base, which may be achieved through the introduction of new investors.

5. Change of Company Name

- 5.1 The Company notes that at the 2023 Annual General Meeting, shareholders approved the change of the Company's name from R3D Resources Limited to Tartana Minerals Limited. The Company has subsequently received confirmation from ASIC as to the Company's name being changed to Tartana Minerals Limited on and from 7 December 2023. However, as at the date of this Eighth Supplementary Prospectus, ASX is yet to confirm a timetable for the Company's name change and corresponding ASX code change. The Company accordingly refers to itself as R3D Resources Limited solely to avoid confusion.

6. Director Authorisation

This Eighth Supplementary Prospectus has been signed by a Director of the Company with the authority of each of the Directors and is dated. Each Director has consented to lodgement of this Eighth Supplementary Prospectus with ASIC.



Jihad Malaeb
Chairman
Dated: 4 April 2024