

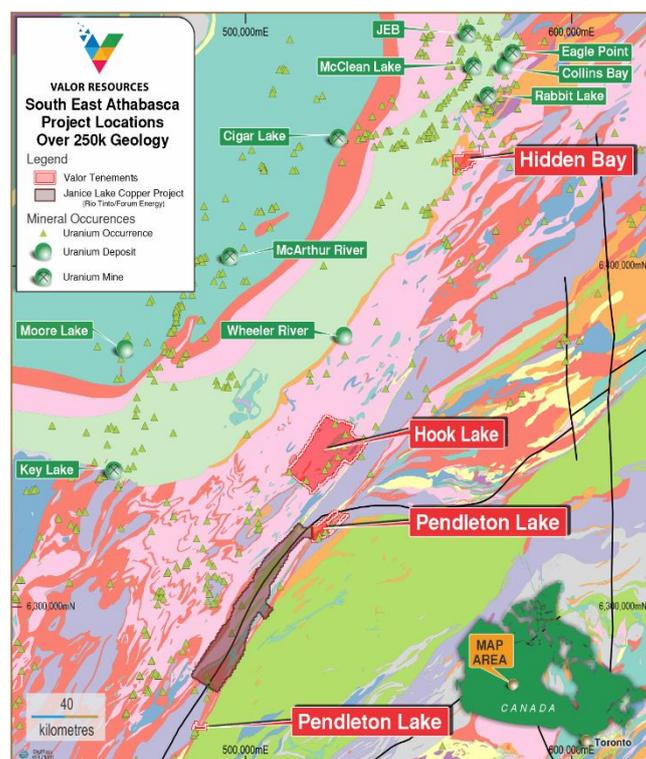
COMPLETION OF PENDLETON LAKE ACQUISITION AND ISSUE OF PERFORMANCE RIGHTS

PENDLETON LAKE PROJECT

Valor Resources Limited (“Valor” or the “Company”) is pleased to announce that further to the ASX Announcement dated 7 July 2021 titled “*Extensive Ground Consolidation of Uranium Properties*” the Company has successfully completed its due diligence on the acquisition of the Pendleton Lake Project and settlement of the acquisition has occurred.

Valor has paid total consideration to the Vendors of C\$5,000 cash and issued 5,000,000 Ordinary Valor Shares for 100% ownership of the six tenements that comprise the Pendleton Lake Project as follows:

Project Name	Tenement Number	Effective Date	Area km ²
Pendleton Lake	MC00013610	30/01/2020	19.80
Pendleton Lake	MC00013616	31/01/2020	5.10
Pendleton Lake	MC00014442	28/10/2020	3.46
Pendleton Lake	MC00014443	28/10/2020	5.08
Pendleton Lake	MC00013454	11/12/2019	3.64
Pendleton Lake	MC00013494	9/01/2020	0.49



PERFORMANCE RIGHTS

The Company announces that in accordance with the Appendix 3B lodged with the ASX today, Valor has entered into agreements to issue 42,000,000 Performance Rights on the terms and conditions detailed in this announcement to consultants of the Company.

The Performance Rights issued to consultants will vest, and be convertible into Shares, on the achievement of the following Milestones and in the following amounts:

- (a) 21,000,000 Performance Rights vesting on trading in Shares achieves a 20-day VWAP of \$0.015 between three months and two years after the issue of the Performance Rights; and
- (b) 21,000,000 Performance Rights vesting on trading in Shares achieves a 20-day VWAP of \$0.025 between nine months and two years after the issue of the Performance Rights.

The consultants are not related parties of the Company and the Performance Rights are to be issued as ordinary course of business remuneration securities in accordance with the ASX Guidance Note 19 Performance Rights Paragraph 8(2). The Performance Rights will be issued within the Company's existing placement capacity under Listing Rule 7.1 without shareholder approval.

Following the above issuances, the Company's shareholding structure will be as follows:

Securities	Number Prior to Issue	To be issued	Total Securities
Ordinary fully paid Shares	2,893,831,418	5,000,000	2,898,831,418
Listed Options VALOB @ \$0.015 expiry 31/12/2021	425,000,000	-	425,000,000
Unlisted Options @ \$0.008 expiry 11/02/2024	60,000,000	-	60,000,000
Unlisted Options @ \$0.015 expiry 11/02/2024	60,000,000	-	60,000,000
Unlisted Options @ \$0.015 expiry 03/05/2023	25,000,000	-	25,000,000
Performance Rights – Vendors	333,333,333	-	333,333,333
Performance Rights – Directors	180,000,000	-	180,000,000
Performance Rights – Consultants	-	42,000,000	42,000,000

This announcement has been authorised for release by the Board of Directors.

For further information, please contact:

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ASX: VAL/VALOB

ABOUT VALOR RESOURCES

Valor Resources Limited (ASX:VAL) (“Valor” or “the Company”) is an exploration company focussed on creating shareholder value through acquisitions and exploration activities. The Company is focussed on two key projects as outlined below in Peru and Canada.

Valor’s 100% owned Peruvian subsidiary, Kiwanda SAC holds the rights to the Picha and Berenguela South Projects located in the Moquegua Department of Peru, 17km ENE of the Chucapaca (San Gabriel – Buenaventura) gold deposit. They are two copper-silver exploration projects comprising ten granted mining concessions for a total of 6,031 hectares.

Valor is the 100% owner of Pitchblende, which holds the following interests:

- ▶ right to earn an 80% working interest in the Hook Lake Uranium Project located 60km east of the Key Lake Uranium Mine in northern Saskatchewan. Covering 25,846 hectares, the 16 contiguous mineral claims host several prospective areas of uranium mineralisation; and
- ▶ 100% equity interest in 19 contiguous mineral claims covering 62,233 hectares in northern Saskatchewan. The property is located 7km east of the former-producing Cluff Lake Uranium Mine and much of the project area is located within the Carswell geological complex that hosts the Cluff Lake Mine.
- ▶ Five additional projects within the Athabasca Basin with 100% equity interest in 12 mineral claims covering 10,512 hectares at the Surprise Creek Project, Pendleton Lake Project, Smitty Uranium Mine, Lorado Uranium Mine and the Hidden Bay Project.

Ends -----

TERMS AND CONDITIONS OF PERFORMANCE RIGHTS

Valor Resources Limited (“Valor” or the “Company”) advises that further to the Appendix 3B lodged with the ASX today, the following terms and conditions apply to the issue of 42,000,000 Performance Rights:

Definitions	<p>Change of Control Event means</p> <ul style="list-style-type: none"> (a) the occurrence of: <ul style="list-style-type: none"> (i) the offeror under a takeover offer in respect of all Shares announcing that it has achieved acceptances in respect of 50.1% or more of the Shares; and (ii) that takeover bid has become unconditional; or (b) the announcement by the Company that: <ul style="list-style-type: none"> (i) Shareholders have at a Court-convened meeting of Shareholders voted in favour, by the necessary majority, of a proposed scheme of arrangement under which all Shares are to be either: <ul style="list-style-type: none"> A. cancelled; or B. transferred to a third party; and (ii) the Court, by order, approves the proposed scheme of arrangement. <p>Corporations Act means <i>Corporations Act 2001 (Cth)</i></p> <p>Expiry Date has that meaning given to it in item (c) in the row below.</p> <p>Holder means a holder of a Performance Right.</p> <p>Milestone means a performance milestone set out in items (a) in the row below.</p> <p>Performance Right means a right to be issued a Share on achievement of a performance milestone.</p> <p>Shares means fully paid ordinary share in the Company.</p>
Conversion of Performance Rights	<ul style="list-style-type: none"> (a) Milestones <p>The Performance Rights issued to Consultants will vest, and be convertible into Shares, on the achievement of the following Milestones and in the following amounts:</p> <ul style="list-style-type: none"> (i) 21,000,000 Performance Rights vesting on trading in Shares achieves a 20-day VWAP of \$0.015 between three months and two years after the issue of the Performance Rights; and (ii) 21,000,000 Performance Rights vesting on trading in Shares achieves a 20-day VWAP of \$0.025 between nine months and two years after the issue of the Performance Rights;

<p>Conversion of Performance Rights</p>	<p>(b) Conversion notice</p> <p>A Performance Right may be converted by the Holder giving written notice to the Company (Conversion Notice) prior to the date that is three (3) years from the date of issue of the Performance Right (Expiry Date).</p> <p>No payment is required to be made for conversion of a Performance Right to a Share.</p> <p>(c) Lapse</p> <p>To the extent that the Performance Rights have not converted into Shares on or before the Expiry Date, then all such unconverted Performance Rights held by each Holder will automatically lapse.</p> <p>(d) Issue of Shares</p> <p>The Company will issue a Share on conversion of a Performance Right within 5 Business Days following the conversion or such period required by the Listing Rules.</p> <p>(e) Holding statement</p> <p>The Company will issue the Holder with a new holding statement for any Share issued on conversion of a Performance Right within 5 Business Days following the issue of the Share.</p> <p>(f) Ranking of Shares</p> <p>Each Share into which the Performance Rights will convert will on issue:</p> <ul style="list-style-type: none"> (i) rank equally in all respects (including, without limitation, rights relating to dividends) with other issued Shares; (ii) be issued credited as fully paid; (iii) be duly authorised and issued by all necessary corporate action; and (iv) be issued free from all liens, charges and encumbrances whether known about or not including statutory and other pre-emption rights and any transfer restrictions.
<p>Rights attaching to Performance Rights</p>	<p>(a) Notice of satisfaction of Milestone</p> <p>The Company will give written notice to the Holder promptly following satisfaction of a Milestone or lapse of a Performance Right where the Milestone is not satisfied.</p> <p>(b) Entitlement</p> <p>Each Performance Right entitles the Holder to subscribe for one Share on satisfaction of the Milestone and issue of the Conversion Notice by the Holder.</p> <p>(c) No voting rights</p> <p>A Performance Right does not entitle a Holder to vote on any resolutions proposed at a general meeting of Shareholders of the Company.</p>

	<p>(d) No dividend rights A Performance Right does not entitle a Holder to any dividends.</p> <p>(e) No right to surplus profits or assets A Performance Right does not entitle a Holder to participate in the surplus profits or assets of the Company upon winding up of the Company.</p> <p>(f) No right to a return of capital A Performance Right does not entitle a Holder to a return of capital, whether upon winding up of the Company, upon a reduction of capital or otherwise.</p> <p>(g) Not transferable A Performance Right is not transferable.</p> <p>(h) Reorganisation of capital If there is a reorganisation (including, without limitation, consolidation or sub-division, but excluding a return of capital) of the issued capital of the Company, the rights of a Holder will be varied (as appropriate) in accordance with the Listing Rules which apply to reorganisation of capital at the time of the reorganisation.</p> <p>(i) Quotation of Shares on conversion An application will be made by the Company to ASX for official quotation of the Shares issued upon the conversion of each Performance Right within the time period required by the Listing Rules. If the Company is required but is unable to give the ASX a notice that complies with section 708A(5)(e) of the Corporations Act, Shares issued on conversion of the Performance Rights may not be traded until 12 months after their issue unless the Company, at its sole discretion, elects to issue a prospectus pursuant to section 708A(11) of the Corporations Act.</p> <p>(j) Participation in entitlements and bonus issues A Performance Right does not entitle a Holder to participate in new issues of capital offered to holders of Shares, such as bonus issues and entitlement issues.</p> <p>(k) No other rights A Performance Right does not give a Holder any other rights other than those expressly provided by these terms and those provided at law where such rights at law cannot be excluded by these terms.</p>
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Conversion on change of control	<p>If there is a Change of Control Event in relation to the Company prior to the conversion of the Performance Rights, then the Milestones will be deemed to have been achieved by the Expiry Date, and each Performance Right will automatically and immediately convert into Shares.</p>
Takeover provisions	<p>(a) If the conversion of Performance Rights under these terms and conditions would result in any person being in contravention of section 606(1) of the Corporations Act then the conversion of each Performance Right that would cause the contravention will be deferred until such time or times thereafter that the conversion would not result in a contravention of section 606(1) of the Corporations Act. Following a deferment under this paragraph, the Company will at all times be required to convert that number of Performance Rights that would not result in a contravention of section 606(1) of the Corporations Act.</p> <p>(b) A Holder must give notification to the Company in writing if they consider that the conversion of Performance Rights under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act, failing which the Company will assume that the conversion of Performance Rights under these terms and conditions will not result in any person being in contravention of section 606(1) of the Corporations Act.</p> <p>(c) The Company may (but is not obliged to) by written notice request the Holders to give notification to the Company in writing within seven days if they consider that the conversion of Performance Rights under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act. If the Holders do not give notification to the Company within seven days that they consider the conversion of Performance Rights under these terms and conditions may result in the contravention of section 606(1) of the Corporations Act then the Company will assume that the conversion of Performance Rights under these terms and conditions will not result in any person being in contravention of section 606(1) of the Corporations Act.</p>