

Rand Resources Inc.

OVERVIEW INFORMATION

Property Divestiture: Oil & Natural Gas Prospects Baptiste, Gold Creek, Kaybob Areas, Alberta

Rand
resources Inc.

Rand Resources Inc. ("Rand" or the "Company") has engaged **Sayer Energy Advisors** to assist the Company with the sale or farmout of its oil and natural gas interests located in the *Baptiste*, *Gold Creek* and *Kaybob* areas of Alberta (the "Properties").

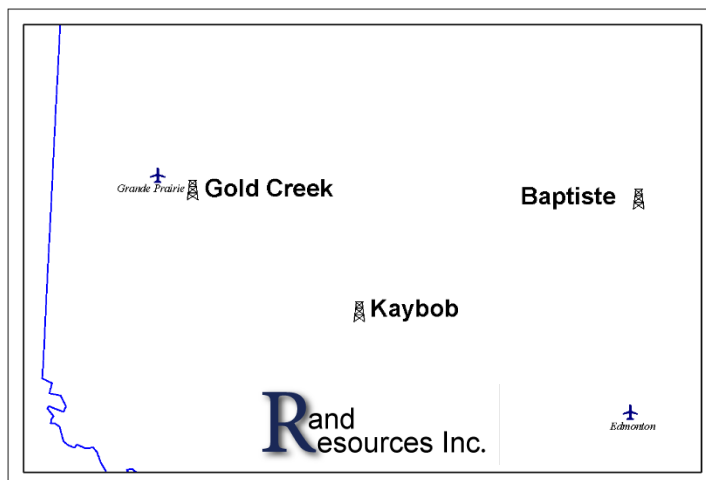
The Properties consist of predominantly 100% working interests in Crown mineral rights with prospective drilling locations for oil and natural gas primarily in the Montney, Duvernay, and Mannville formations.

At *Gold Creek*, Rand has a 100% working interest in 31 sections of land with Montney rights. These sections are highly prospective for multiple pay sequences in the Montney Formation that is within the volatile oil window.

At *Baptiste*, Rand has a 100% working interest in 5.5 sections of land. These lands are highly prospective for multiple pay sequences in the Mannville stack formations.

At *Kaybob*, Rand has a 100% working interest in 1.5 sections of land with P&NG rights to the Duvernay Formation. These lands are prospective for oil production from the Duvernay Formation.

Further geological details of the Properties will be available in the virtual data room for parties that execute a confidentiality agreement.



PROCESS & TIMELINE

Sayer Energy Advisors is accepting proposals relating to this process until **12:00 pm on Thursday, October 30, 2025**. Rand's preference would be a cash sale of the Properties.

Timeline		
Week of September 22, 2025		Preliminary Information Distributed
Week of September 29, 2025		Data Room Opens
October 30, 2025	12:00 noon	Bid Deadline
November 1, 2025		Effective Date
November 2025		Closing Date

Sayer Energy Advisors does not conduct a "second-round" bidding process; the intention is to attempt to conclude transaction(s) with the party(ies) submitting the most acceptable proposal(s) at the conclusion of the process.

Sayer Energy Advisors is accepting proposals from interested parties until noon on Thursday, October 30, 2025.



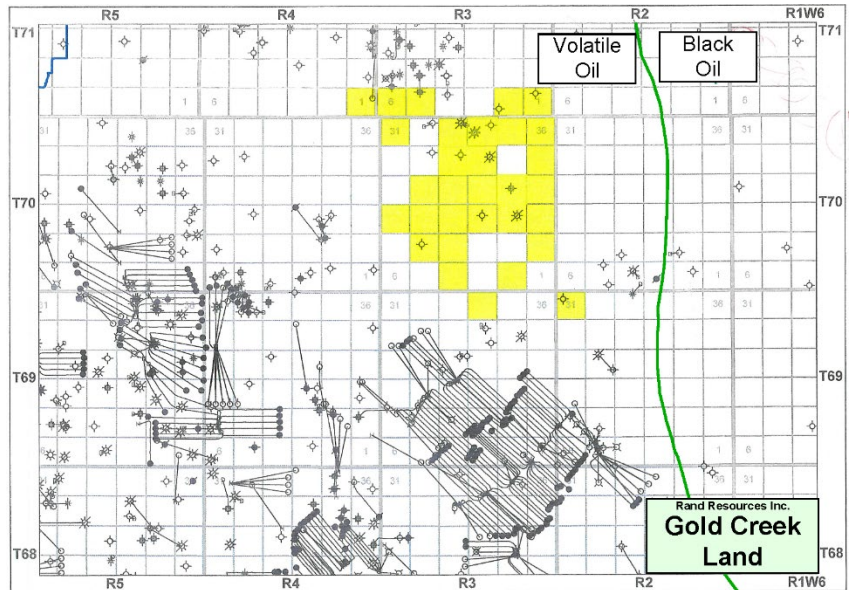
Gold Creek Property

Township 69-71, Range 2-4 W6

At *Gold Creek*, Rand has a 100% working interest in 31 sections of land with Montney rights. These sections are highly prospective for multiple pay sequences in the Montney Formation that is within the volatile oil window.

The Company believes there is recoverable reserves of as much as 900,000 barrels of liquids and 6 Bcf of natural gas per section on its *Gold Creek* lands.

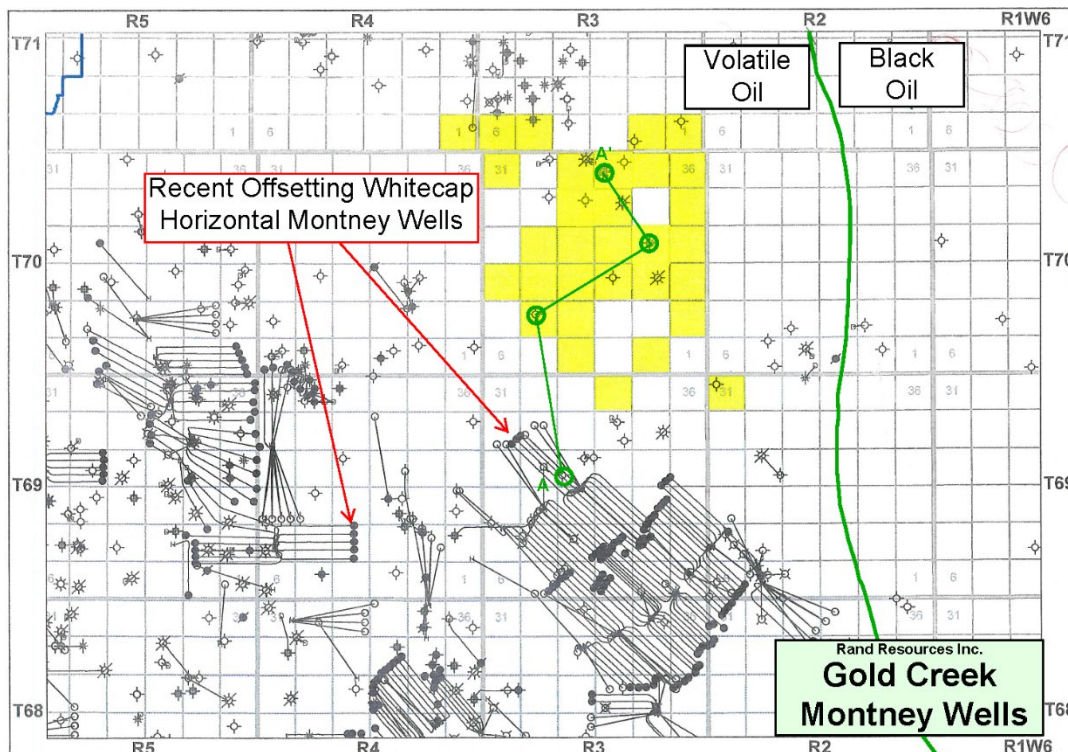
Rand's lands at *Gold Creek* can be validated by drilling 1 horizontal well. The lands have remaining tenure of approximately 2-2.5 years.



Gold Creek Montney

Rand has a 100% working interest in 31 sections of Montney rights in the *Gold Creek* area. These lands are situated in an area with prolific land activity and offsetting development in the *Gold Creek* and *Gold Creek West* Montney by **Whitecap Resources Inc.** (formerly **Veren Inc.**). There is also a recently proposed pipeline by **NTE Energy Canada Ltd.** to the south of the property.

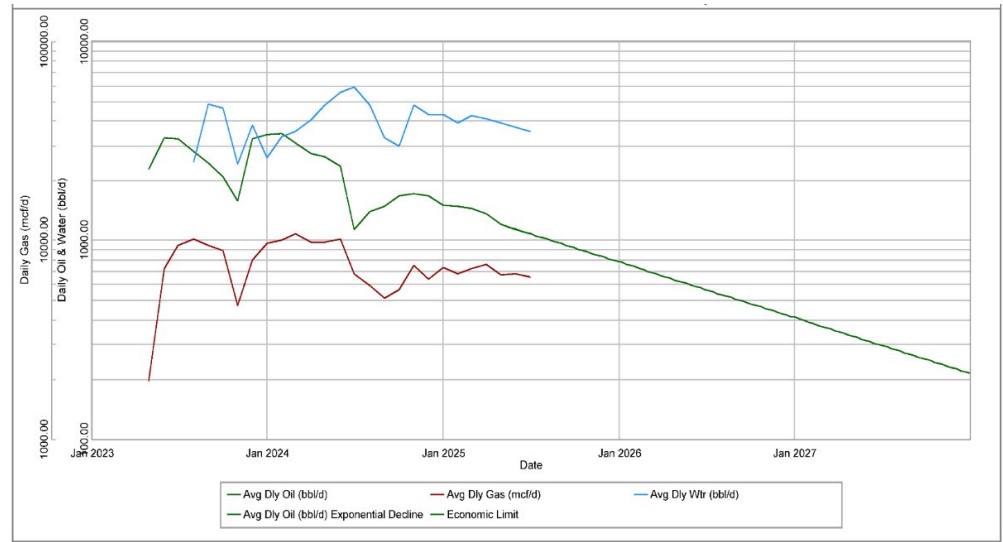
The following map shows offsetting Whitecap *West Gold Creek* Montney horizontal wells.





The success of recent *Gold Creek* wells is pushing non-stacked development NW along the Montney fairway. Whitecap's recent wells along this fairway are using a new fracing technique that allows for tight horizontal spacing.

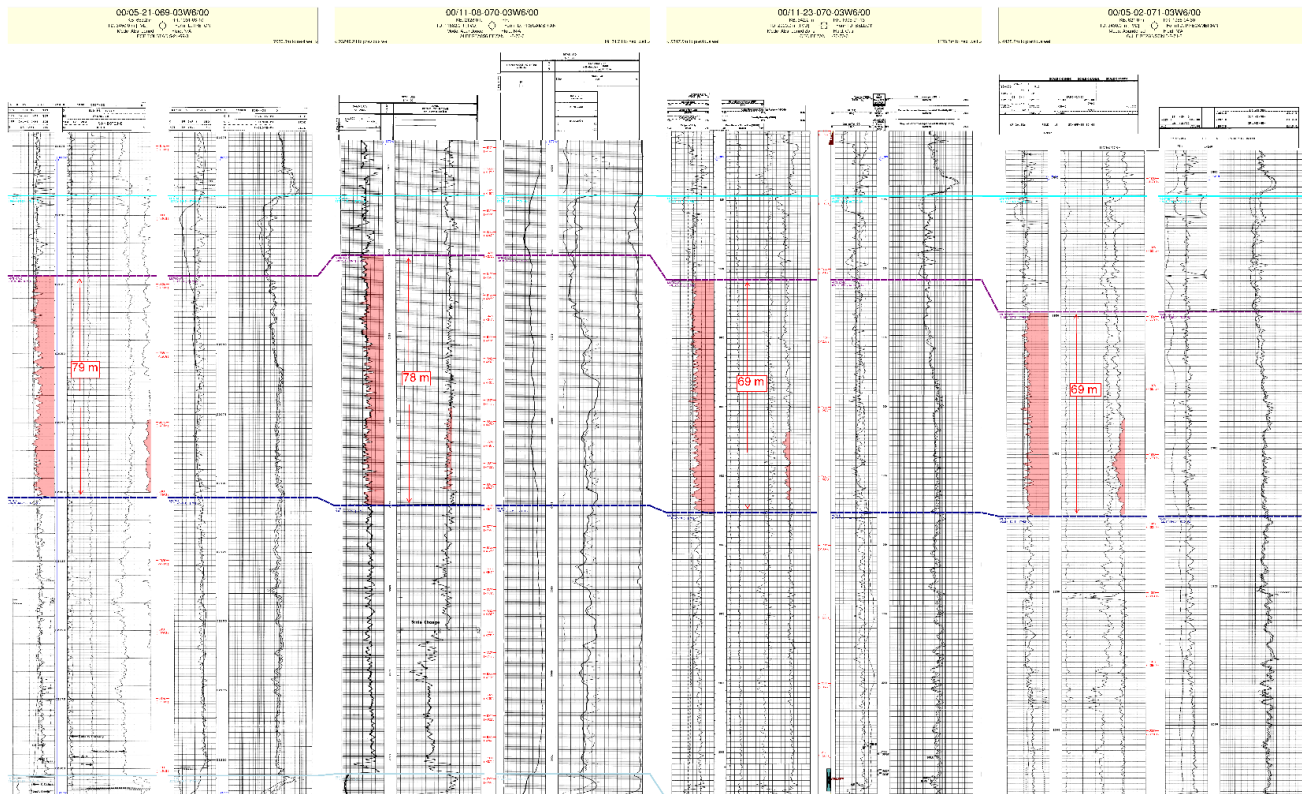
A recently drilled pad by Whitecap using this new plug and perf technique at *West Gold Creek* was brought on stream with an average peak 30-day production rate of approximately 1,800 boe/d per well (85% liquids), as shown in the offsetting group plot of these five wells in Section 11-069-03W6 and Section 14-069-03W6.



The following cross-section shows the continuation of the hydrocarbon bearing Montney reservoir through the Company's lands at *Gold Creek*, consisting of up to a 79-metre-thick pay zone.

The cross-section through Rand's lands show similar log response to wells in the heart of production to an analogue to the south. Logs from control wells near Rand's lands point to volatile oil in place with a comparable permeability reservoir.

Regional Cross-Section: Gold Creek West to Rand Lands A-A'





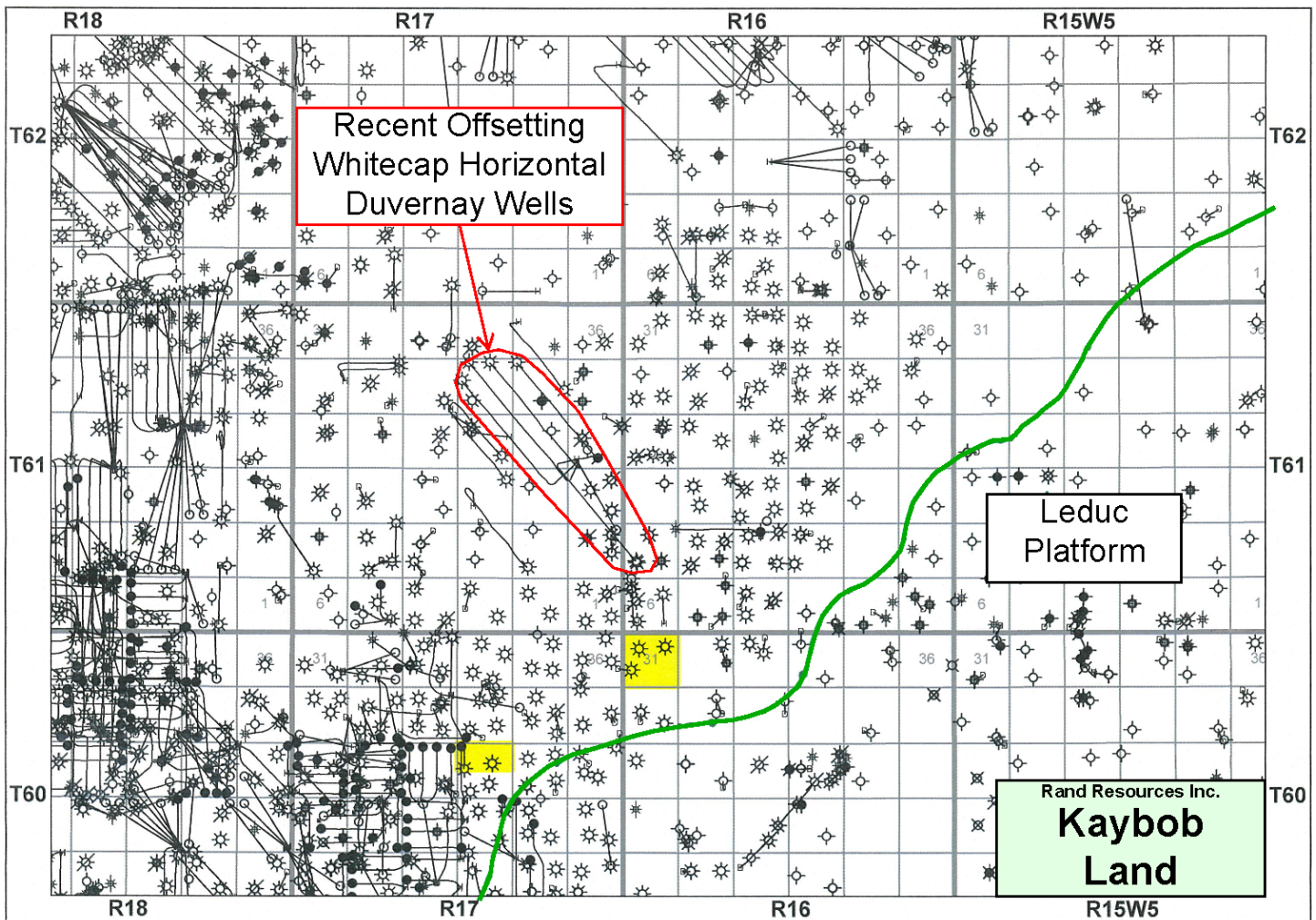
Kaybob Property

Township 60, Range 16-17 W5

At Kaybob, Rand has a 100% working interest in 1.5 sections of land with P&NG rights to the Duvernay Formation. These lands are prospective for oil production from the Duvernay Formation and have remaining tenure of approximately 2.5 years.

These lands are situated in an area with prolific land activity and offsetting development in the Kaybob Duvernay by **Canadian Natural Resources Limited** and Whitecap.

Whitecap drilled a multi-well Duvernay pad in the volatile oil window in 2024 which it brought on at a peak 30-day production rate of approximately 1,550 boe/d per well (75% liquids) and has continued drilling with subsequent pads and further optimization of the completions design.



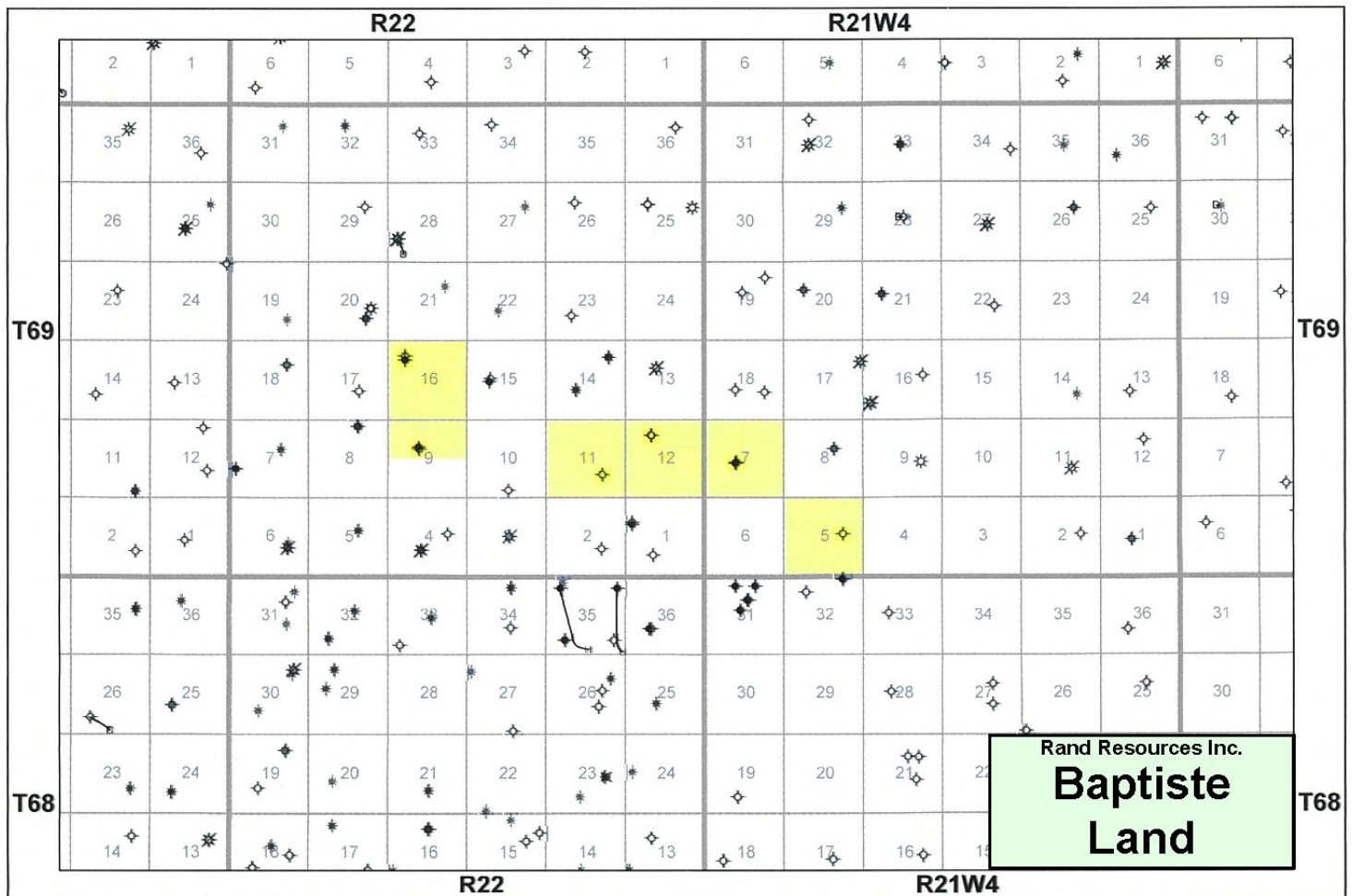


Baptiste Property

Township 69, Range 21-22 W4

At *Baptiste*, Rand has a 100% working interest in 5.5 sections of land. These lands are highly prospective for multiple pay sequences in the Mannville stack formations. The lands have remaining tenure of approximately 3 years with the exception of the east half of Section 16-069-22W4, which expires on April 2, 2026.

There has been land sale activity in the greater *Baptiste* area, including recent land sales immediately offsetting the Company's lands by land brokers and **Clear North Energy Corp.** and also by Canadian Natural to the north in the Gambler area.



The Company has identified a Grand Rapids channel as the primary target on its lands at *Baptiste*, as shown in the net pay maps found on the following page.

The Grand Rapids pool is bounded by the size of the post depositional Colony channel on the east side of Section 06-069-21W4. The general structural trends up-dip from the SW to the NE.



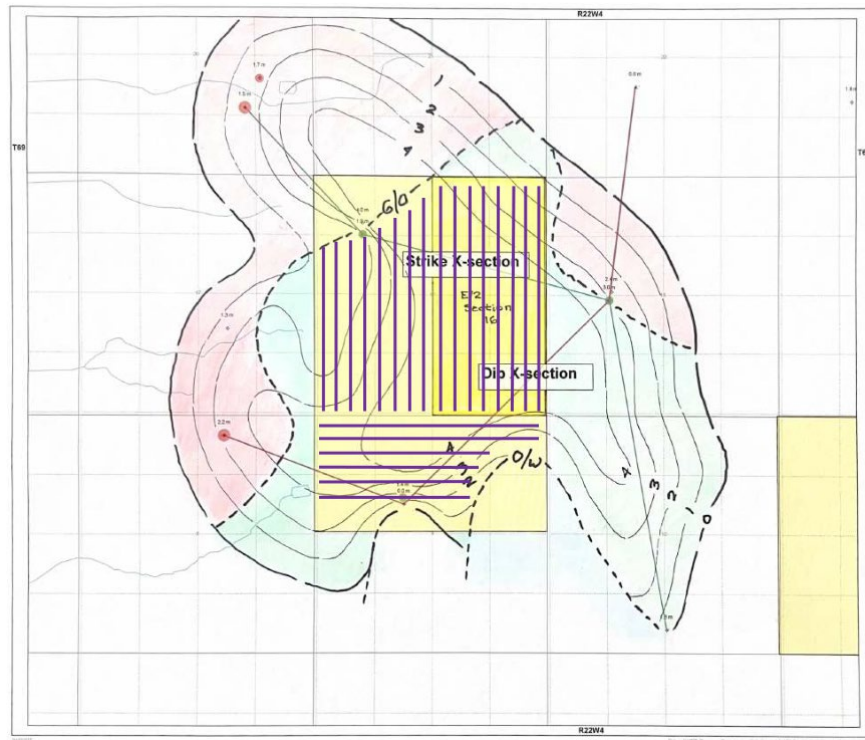


The Company has identified 54 potential horizontal drilling locations over 2 development areas, *Baptiste East*, and *Baptiste West* as shown in the following net pay maps.

Baptiste East – Grand Rapids Net Pay (m) – 32 Horizontal Locations



Baptiste West – Grand Rapids Net Pay (m) – 22 Horizontal Locations





BID DEADLINE: 12:00 pm October 30, 2025

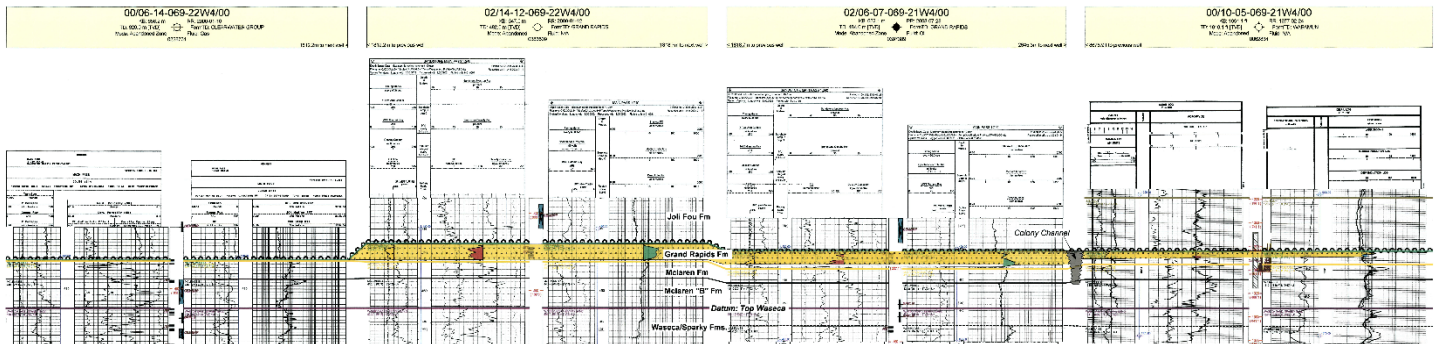
Property Divestiture

In the greater *Baptiste* area, the Grand Rapids Formation is found at a depth of approximately 400-450 metres true vertical depth, with the deepest depth showing the best pressure.

The Grand Rapids channel shows excellent reservoir quality, with porosity between 17%-38%, and permeability of up to 1 Darcy. The oil in place in the Grand Rapids channel is between 17-18° API.

The stratigraphic cross-section C-C' along strike shows the presence of the Grand Rapids pool over the Company's lands.

Grand Rapids Cross-Section C-C'

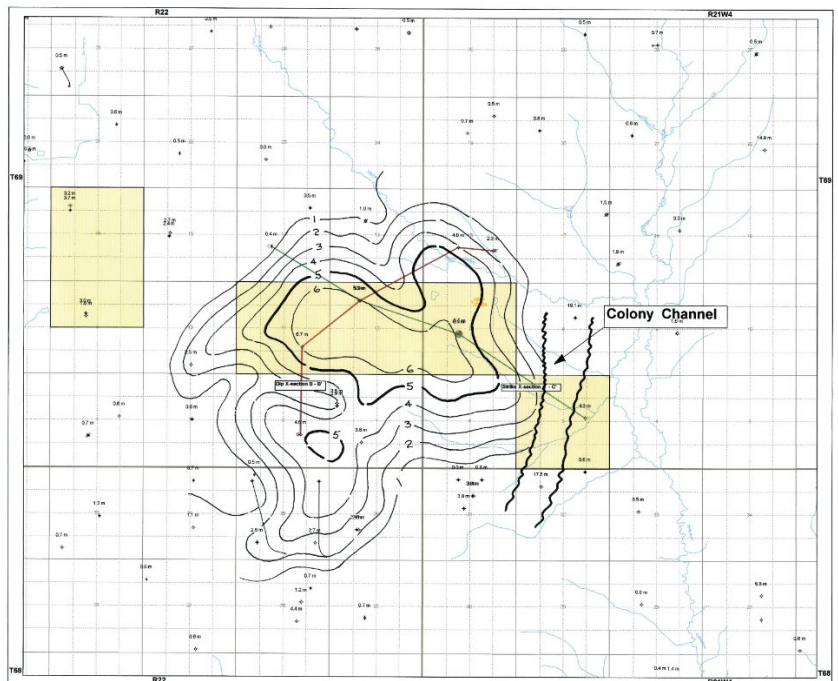


The cross-section C-C' is hung on the top of the Waseca/Sparky and illustrates the Company's interpretation of the Grand Rapids as the erosional outlier underneath the Mannville unconformity. The Grand Rapids is unconformably overlain by the Joli Fou marine shale.

The Grand Rapids pool is bounded by the size of the post depositional Colony channel on the east side of Section 06-069-21W4. The general structural trends up-dip from the SW to the NE.

The Company has also identified this Colony channel as a potential target in the eastern portion of the property, as shown in the offsetting isopach map.

Further geological details of the Properties will be available in the virtual data room for parties that execute a confidentiality agreement.



LMR Summary

Rand does not own an interest in any wells or facilities.

Reserves Overview

Rand does not have a third-party reserve report.

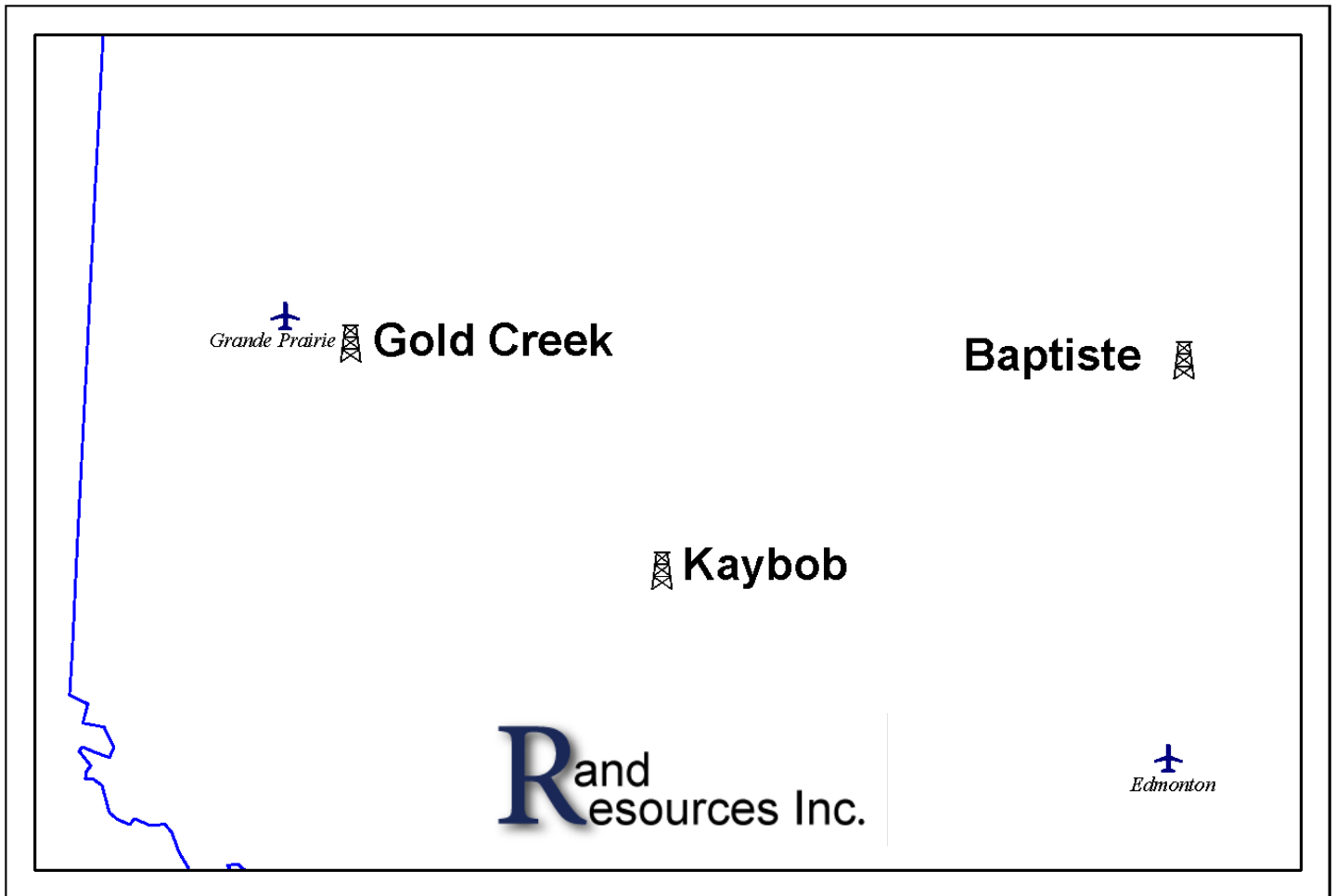




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Property Divestiture

Rand Resources Inc. Property Divestiture Fall 2025



CONTACT

Parties wishing to receive access to the confidential information with detailed technical information relating to this opportunity should execute the confidentiality agreement which is available on Sayer Energy Advisors' website (www.sayeradvisors.com) and return one copy to Sayer Energy Advisors by courier, email (tpavic@sayeradvisors.com) or fax (403.266.4467).

Included in the confidential information is the following: mineral property reports, geological and other relevant technical information.

To receive further information on the Properties please contact Tom Pavic, Ben Rye or Sydney Birkett at 403.266.6133.



1620, 540 – 5th Avenue SW, Calgary, Alberta Canada T2P 0M2
Tel: 403.266.6133 Fax: 403.266.4467 www.sayeradvisors.com



Overview

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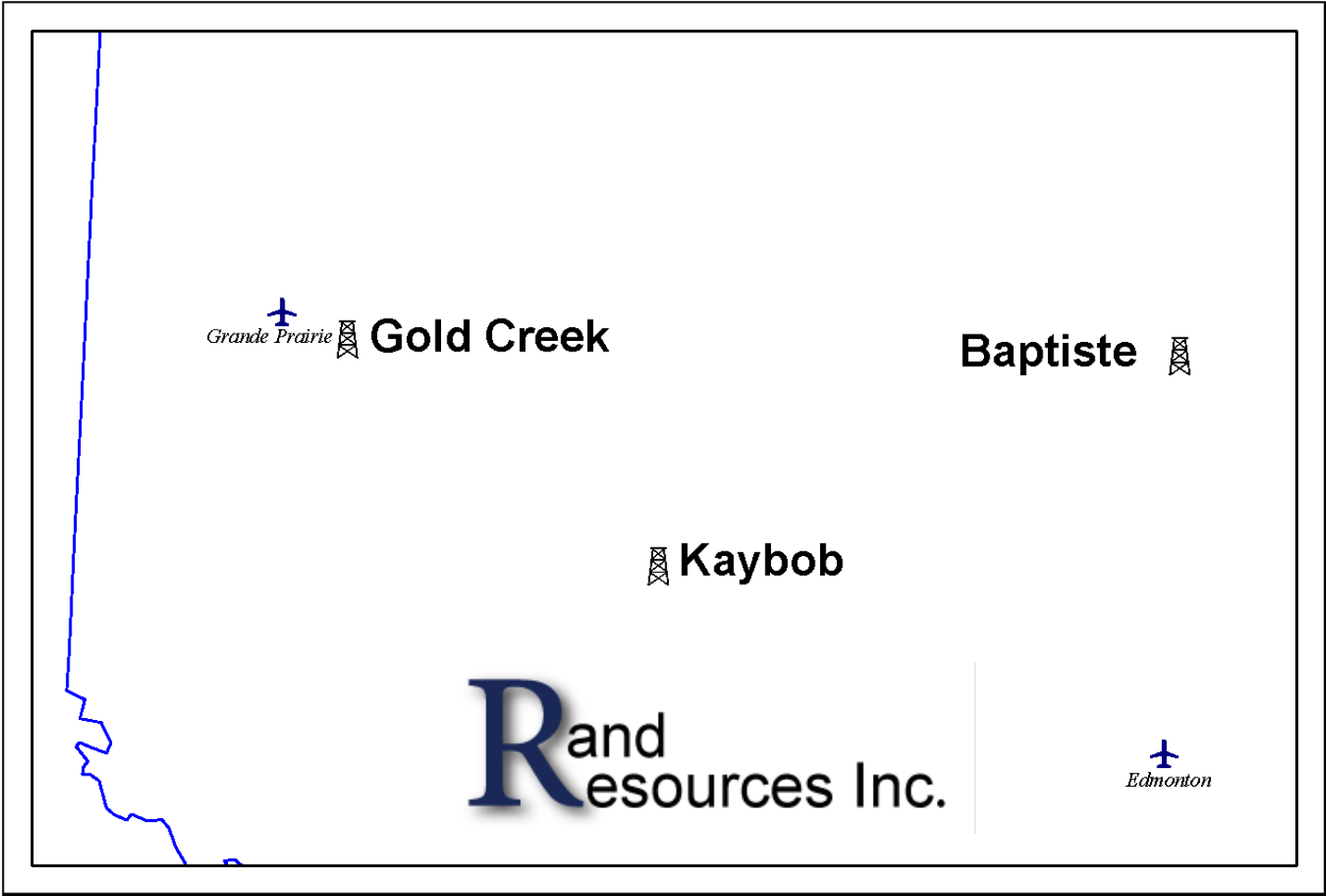
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Overview Map Showing the Location of the Divestiture Properties





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Seismic Overview

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Reserves Overview

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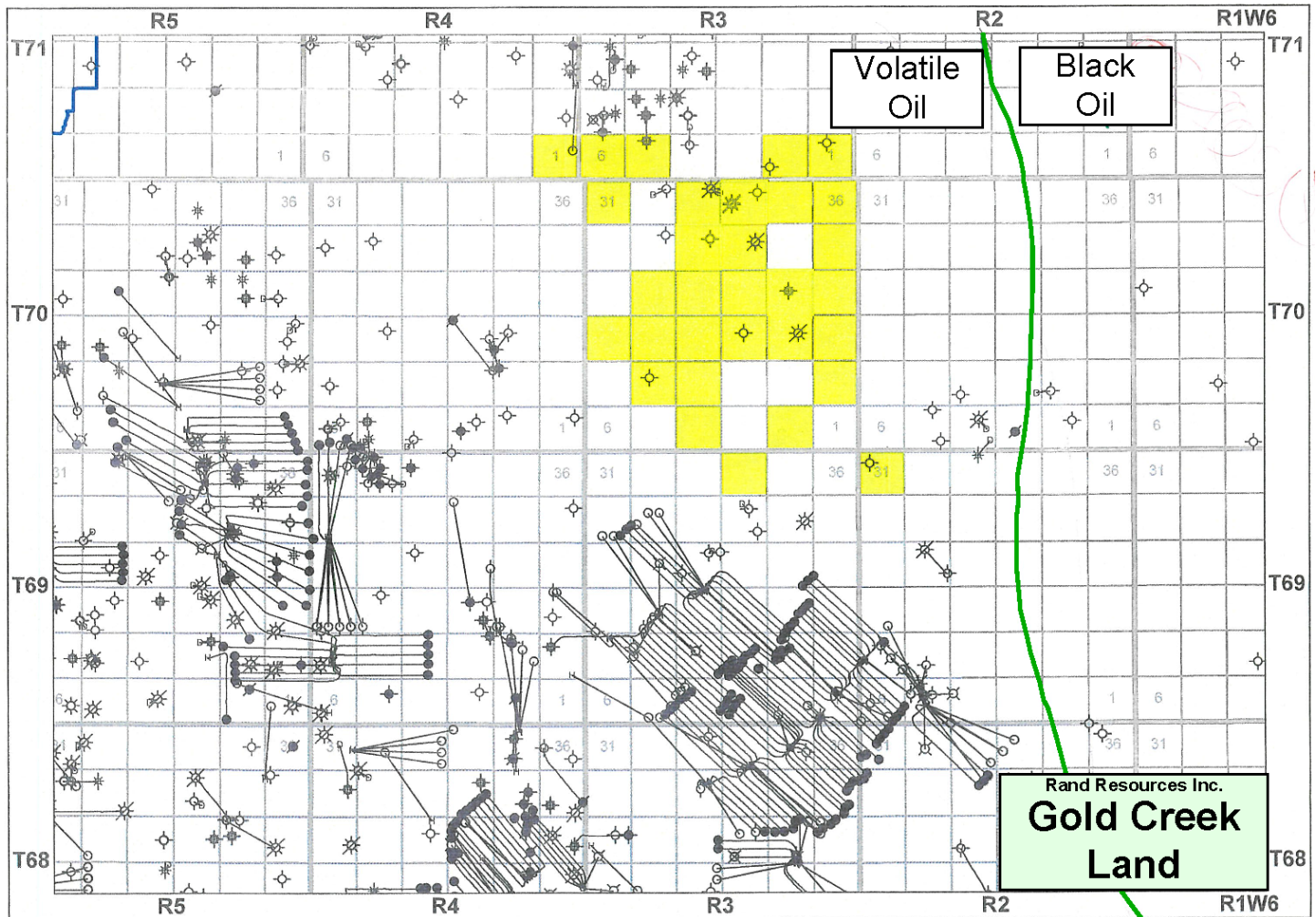
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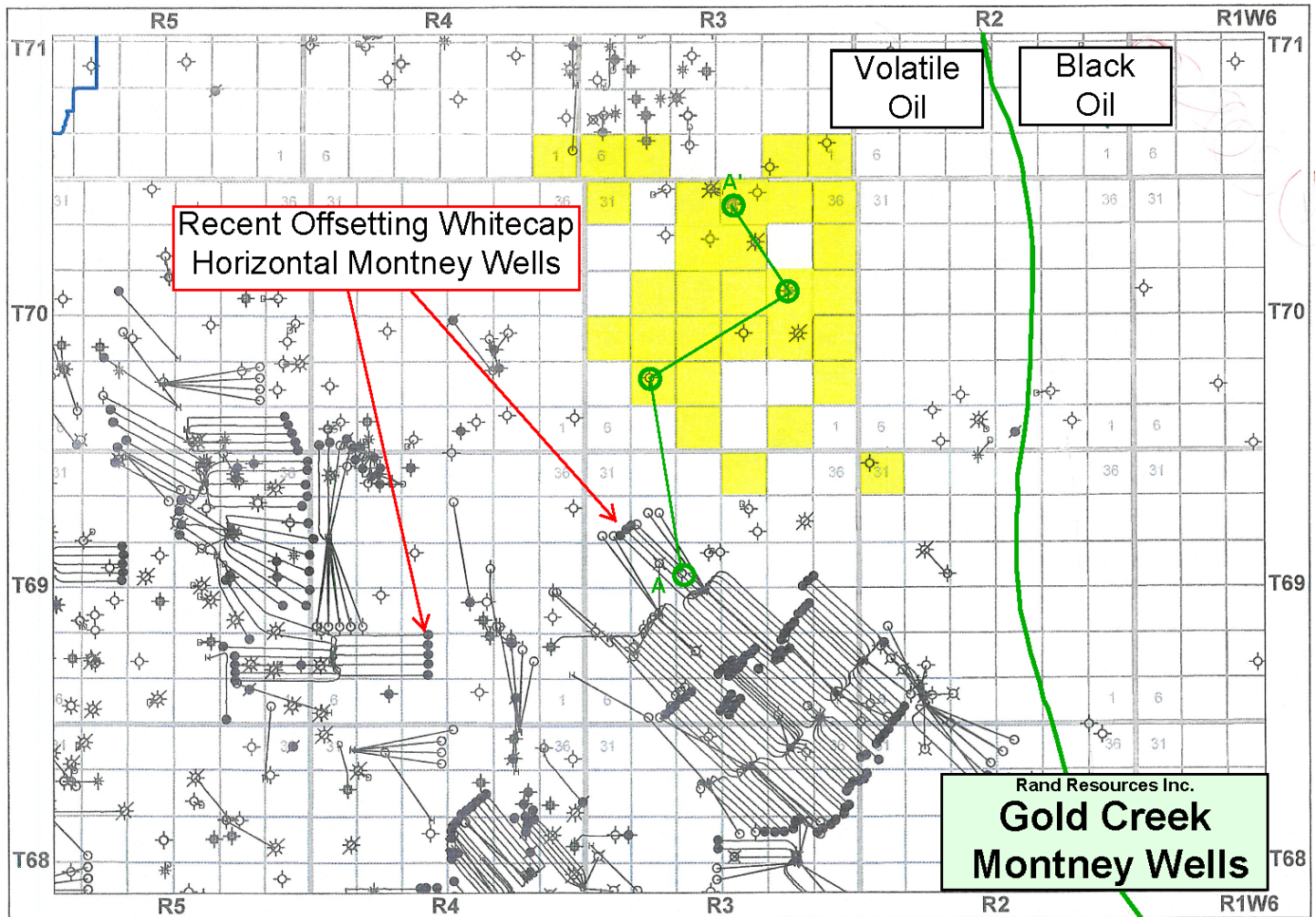




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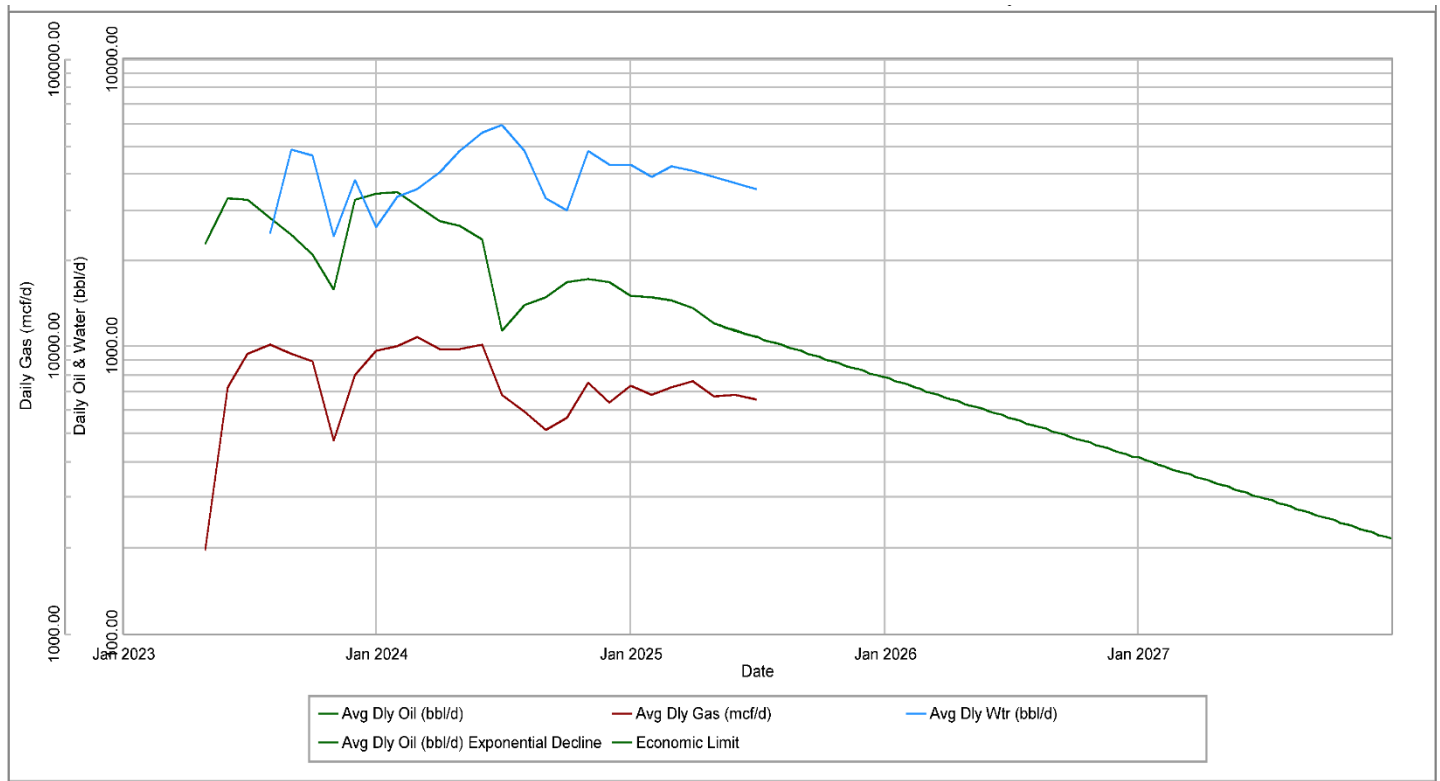
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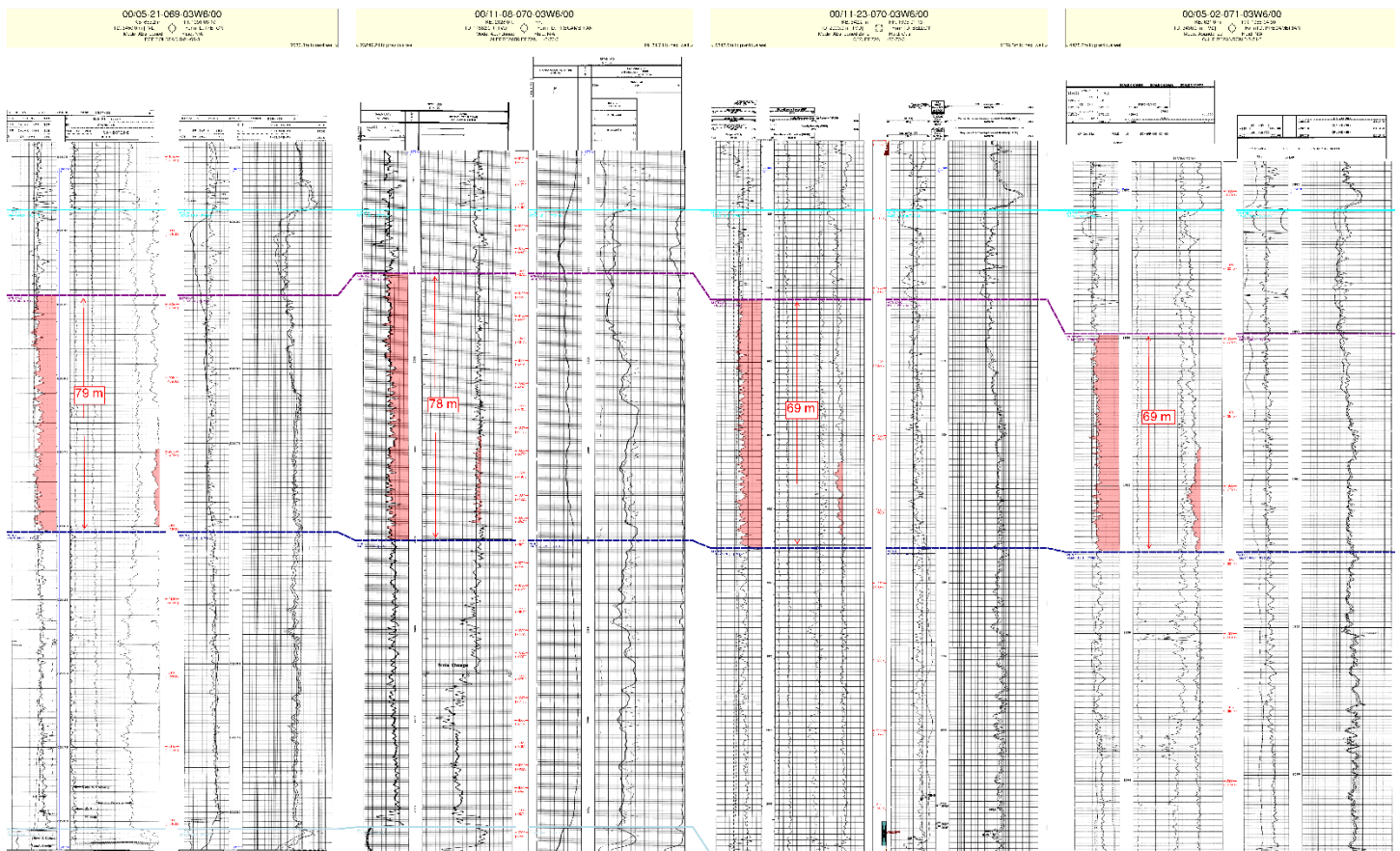




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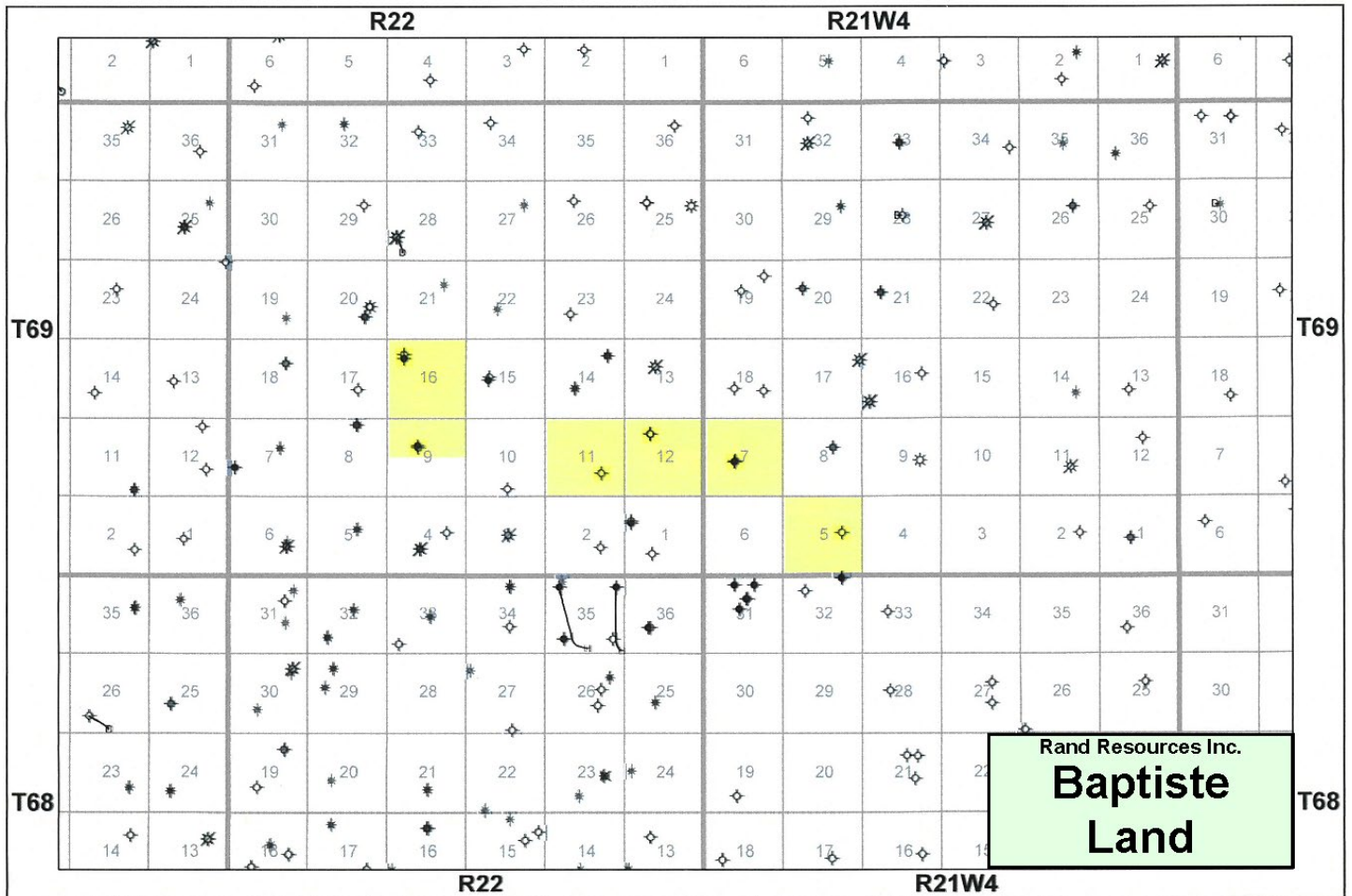




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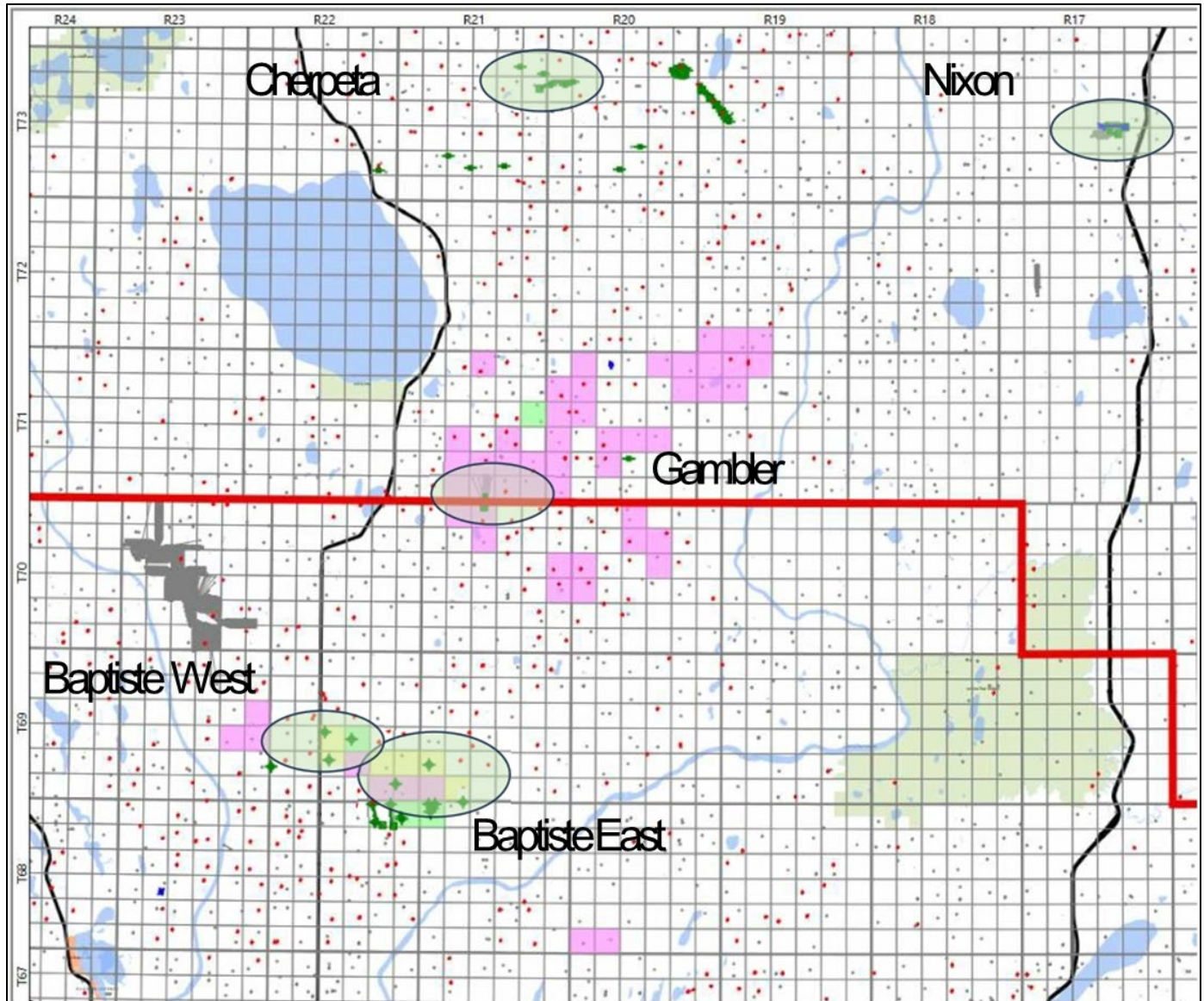
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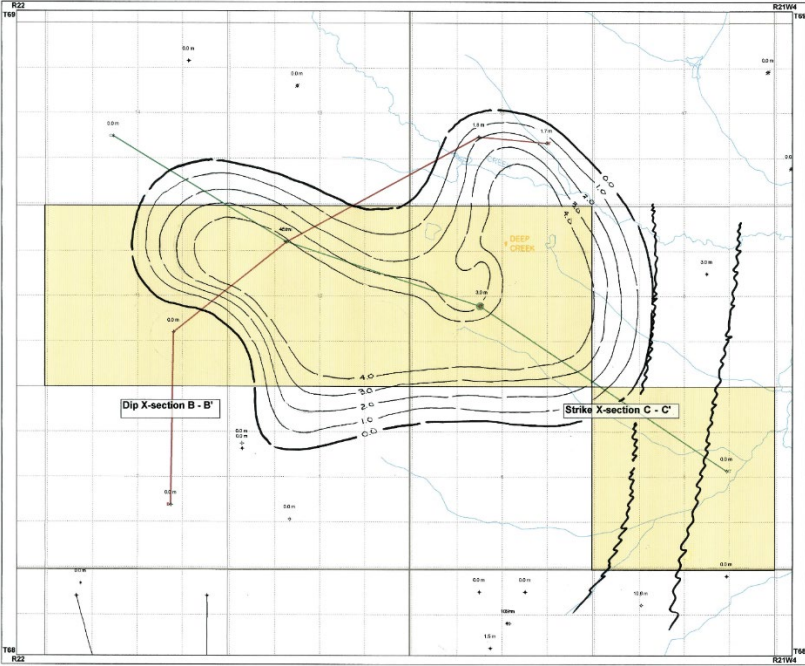
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The following map shows the Upper Mannville analogue pools in the greater *Baptiste* area.



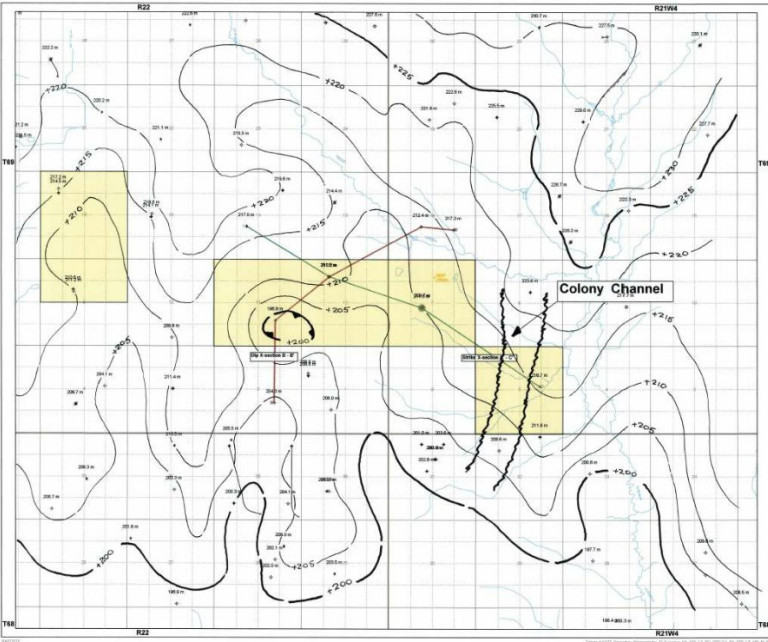
Baptiste East – Grand Rapids Net Pay (m)

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***Baptiste* – Grand Rapids Subsea Structure (mSL)**



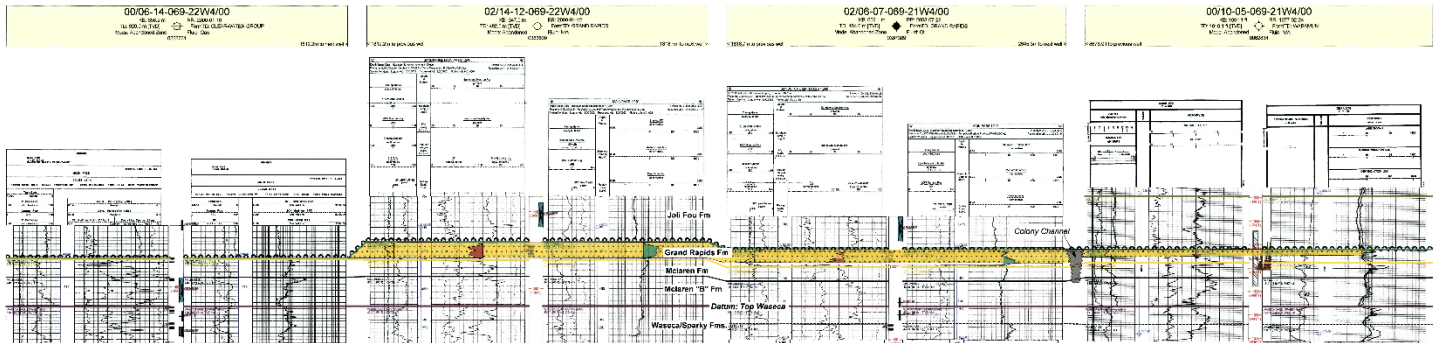


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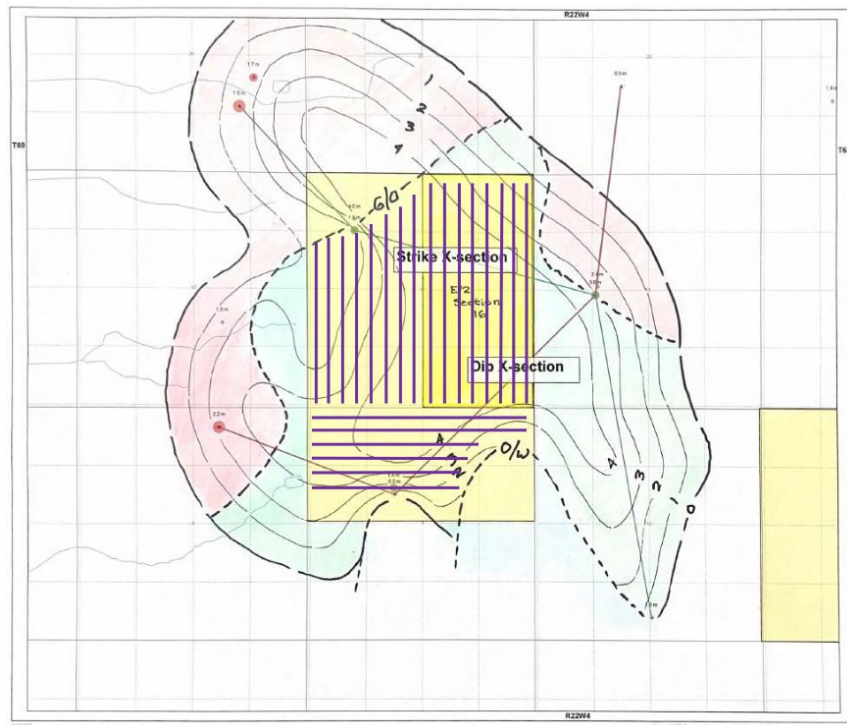


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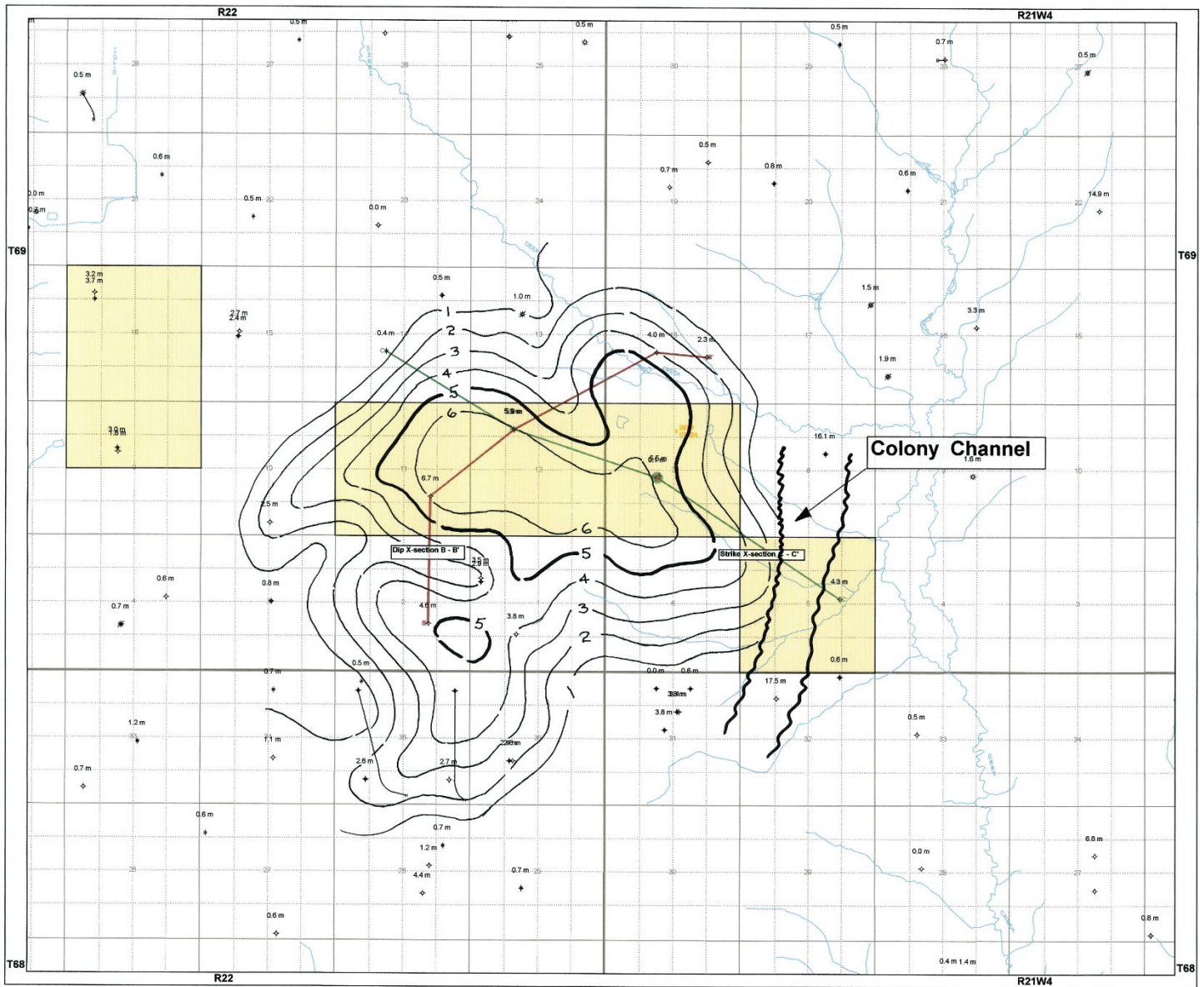
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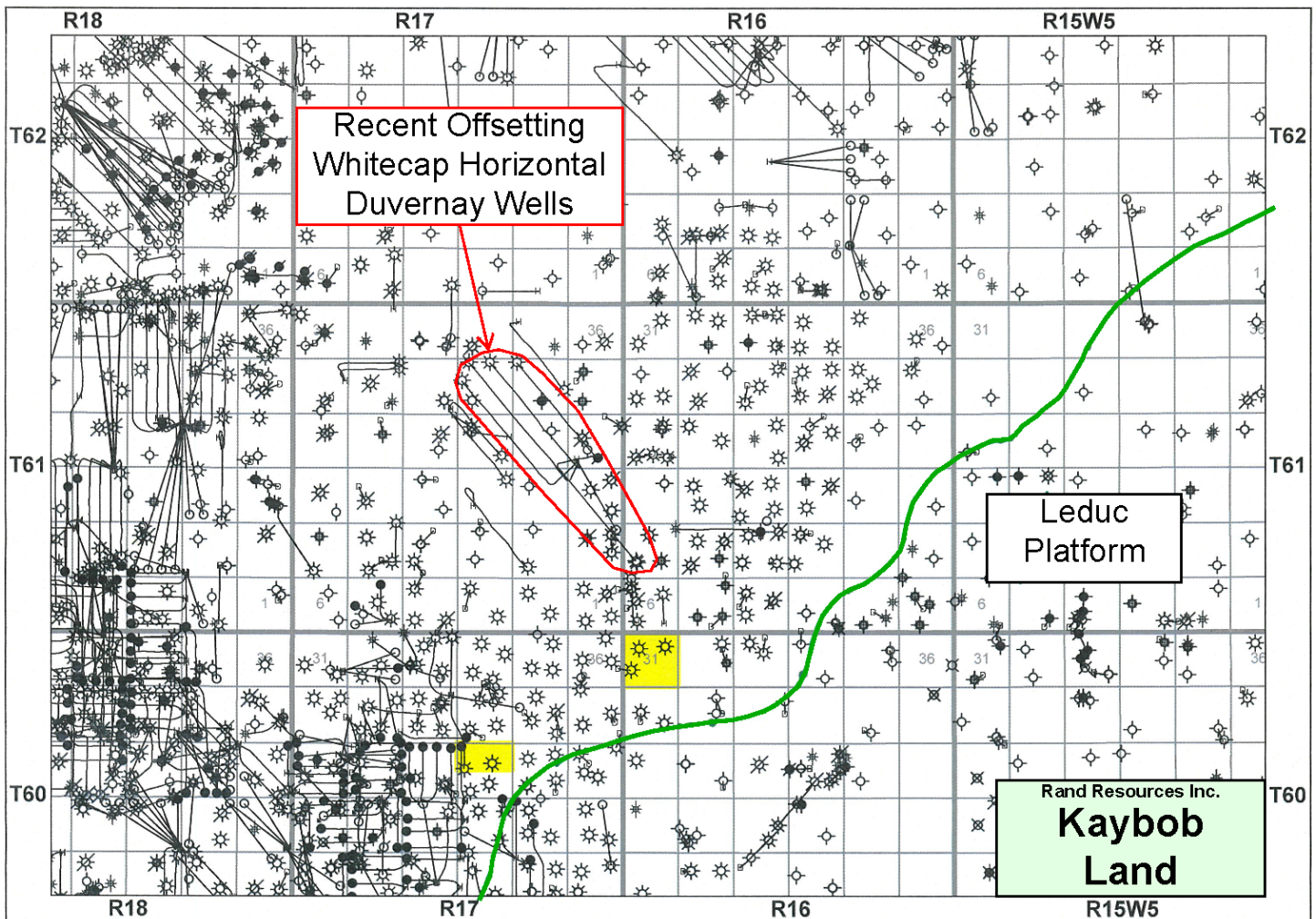
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RECIPIENT COMPANY LETTERHEAD

_____, 20____

**Rand Resources Inc.
c/o Sayer Energy Advisors
1620, 540 - 5th Avenue SW
Calgary, Alberta T2P 0M2**

Attention: Tom Pavic

Re: **Confidentiality Agreement
Non-Core Property Divestiture**

_____ ("Recipient") has expressed an interest in the purchase or farmout of certain oil and natural gas interests owned by Rand Resources Inc. ("Rand") in the Baptiste, Gold Creek and Kaybob areas of Alberta (the "Properties"). Rand is prepared to provide the Recipient access to certain information relating to the Properties, including but not limited to land schedules, financial results, marketing materials, geological and geophysical information and other documentation ("Confidential Information"). In consideration of Rand providing the Confidential Information, Recipient agrees as follows:

1. Recipient acknowledges that all Confidential Information provided to Recipient is proprietary to Rand and its joint venture partners except for Confidential Information which is set out and described in Clause 5.
2. The Confidential Information shall be kept in the strictest of confidence and shall not be used for any purpose whatsoever other than evaluating a possible transaction between Recipient and Rand. The Confidential Information shall not be disclosed to any person other than Recipient and to such of its directors, employees, agents, consultants, representatives and advisors (the "Representatives") who have a need to know such information for the purpose of appraising the Properties. Recipient shall take all steps that are necessary to ensure that its Representatives are aware of the terms and conditions of this Agreement and that such terms and conditions are binding upon any and all of its Representatives. Upon request, Recipient shall provide Rand with a list of the Representatives who have received the Confidential Information.
3. Recipient agrees that it and its Representatives shall not disclose to any person or publish or disperse in any form, any terms, conditions or other facts with respect to any possible transaction relating to the Properties for which the Confidential Information was disclosed.
4. Notwithstanding the foregoing terms, Recipient shall be permitted to disclose such Confidential Information that is required to be disclosed pursuant to any law, rule or regulation. In the event that Recipient receives a request or legal directive to disclose Confidential Information, Recipient shall promptly provide written and verbal notification to Rand of such a request. Recipient shall consult with Rand on the advisability of taking steps to resist or narrow such request or directive. If disclosure is deemed advisable, Recipient shall cooperate with Rand in any attempt that Rand may make to obtain an order or other reliable assurance that confidential treatment will be accorded by the requesting or directing party to the information required to be disclosed.

5. The restrictions set forth in Clauses 2 and 3 above shall not apply to any part of the Confidential Information which is:
 - (a) now in the public domain or becomes part of the public domain other than through an act of the Recipient or its Representatives; or
 - (b) in the lawful possession of the Recipient prior to its disclosure by Rand; or
 - (c) subject to disclosure required by law, rule or regulation provided that Rand is given notice pursuant to Clause 4 prior to such disclosure; or
 - (d) made available to the Recipient or its Representatives from a source who may reasonably be believed to legally hold such information and who is not bound to Rand under a confidentiality agreement.
6. Recipient acknowledges the competitive value of the Confidential Information. Accordingly, without limitation and in addition to any rights of Rand and its joint venture partners against the Recipient arising by any breach hereof, the Recipient shall:
 - (a) be liable to Rand for all losses, costs, damages and expenses whatsoever which they may suffer, sustain, pay or incur; and in addition,
 - (b) indemnify Rand against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Rand or which Rand may suffer, sustain, pay or incur;resulting from disclosure by the Recipient, or its Representatives, of all or any part or parts of the Confidential Information.
7. At any time, at the request of Rand, Recipient shall immediately return or cause to be returned to Rand all of the Confidential Information which may have been released to the Recipient. Recipient shall not retain any copies or other reproductions or extracts of the Confidential Information. Furthermore, Recipient shall, if so requested by Rand, provide certification from an officer of the Recipient to Rand that the terms and conditions of this Clause have been complied with. The Recipient will return all requested Confidential Information except to the extent that computer systems are back-up or archived. The Recipient will be able to retain a copy of any analysis of Confidential Information in respect to a possible transaction with Rand for any internal management and/or board of directors recommendations or approvals.
8. Recipient understands and agrees that no contract or agreement providing for the sale of the Properties shall be deemed to exist between the Recipient and Rand unless and until a definitive offer to purchase has been accepted in writing by Rand. For greater clarity the Recipient acknowledges that this Agreement does not constitute a definitive offer to purchase. Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with the sale of the Properties unless and until a definitive offer to purchase from Recipient has been accepted in writing by Rand.
9. This Confidentiality Agreement shall remain in force for a period of one year from the date hereof, or until such time as all of the Confidential Information becomes part of the public domain through conventional processes and through no violation of this Agreement, whichever comes first.

10. Recipient understands that in providing access to the Confidential Information, Rand makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither Rand nor anyone representing Rand shall have any liability to the Recipient or any of its Representatives as a result of the use of the information by it or its Representatives.
11. This Agreement shall be construed and determined according to the laws of the Province of Alberta.
12. Recipient acknowledges and agrees that Rand may be irreparably injured by a breach of this Confidentiality Agreement that could not be adequately compensated for by damages. Rand and its joint venture partners shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of any of the provisions of this Confidentiality Agreement. Such remedies shall be in addition to all other remedies available at law or in equity.
13. Recipient understands and agrees that:
 - (a) Rand shall be free to conduct the process for the sale of the Properties in its sole discretion and shall determine, without limitation, the course and nature of negotiations with any prospective buyer and the acceptance of a definitive offer to purchase without prior notice to the Recipient, its Representatives or any other person or corporate entity; and
 - (b) Recipient shall not have any claims whatsoever against Rand or any of its directors, officers, stockholders, owners, affiliates, representatives, advisors or agents arising out of or relating to the sale of the Properties other than as a party to a definitive offer to purchase accepted in writing by Rand and then only against Rand and in accordance with the terms of said offer to purchase.
14. Recipient hereby acknowledges that it is aware and that it will advise its Representatives privy to the Confidential Information that applicable security laws prohibit any person who has received from an issuer material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person, under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
15. Recipient shall not initiate or arrange, directly or indirectly, or maintain contact regarding Rand's business operations, prospects or finances (except as contemplated herein and for those contacts made in the ordinary course of business unrelated to the possible transaction) with any officer, director, employee, consultant or other representative of Rand, or with any customer, supplier, sales representative, or competitor of Rand except with the express written permission of Rand. Any such permission granted by Rand may be revoked at any time.
16. If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Confidentiality Agreement.
17. This Confidentiality Agreement shall be binding upon, and enure to the benefit of, the parties hereto, and their respective successors and permitted assigns.

The Recipient accepts the Confidential Information to be provided relating to the Properties subject to the terms and conditions set forth in this Confidentiality Agreement.

Yours truly,

COMPANY NAME

OFFICER'S SIGNATURE

OFFICER'S PRINTED NAME & TITLE

☐

I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

CONFIDENTIAL INFORMATION DELIVERY OPTIONS: *(please check one)*

_____ **Electronic** *or* _____ **Hard copy (binder)**

NAME OF CONTACT PERSON TO FORWARD INFORMATION

CONTACT ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

Option to Attach Business Card Here:

Accepted by Rand Resources Inc. this ____ **day of** _____, **20**____

Murray Scalf
President