ORIGEN RESOURCES INC.

2026 ANNUAL GENERAL & SPECIAL MEETING

Notice of
Annual General and Special Meeting of Shareholders
and Management Information Circular

Place:	Suite 460 - 888 Dunsmuir Street,
	Vancouver, B.C. V6C 3K4, Canada
Time:	11:00 am (Pacific Time)
Date:	November 26, 2026

ORIGEN RESOURCES INC.

CORPORATE DATA

Head Office
460 - 888 Dunsmuir Street
Vancouver, British Columbia
V6C 3K4, Canada
Telephone: 604.681.0221
www.origenresources.com

Registered and Records Office
Bentall 5, 550 Burrard Street, Suite 2501
Vancouver, British Columbia
V6C 2B5, Canada

Directors:
Gary Schellenberg
Geoff Schellenberg
Paul Chung
Antonio da Silva

Officers:
Gary Schellenberg – Chief Executive Officer
Lawrence Cheung – Chief Financial Officer
Geoff Schellenberg – Corporate Secretary

Registrar & Transfer Agent
Olympia Trust Company
Suite 1900, 925 West Georgia Street
Vancouver, British Columbia
V6C 3L2, Canada

Legal Counsel
Cozen O'Connor LLP
Bentall 5, 550 Burrard Street, Suite 2501
Vancouver, British Columbia
V6C 2B5, Canada
Telephone: 604.674.9170
Facsimile: 236.317.5892

Auditor
Davidson & Company LLP
P.O. Box 10372, Pacific Centre
1200 - 609 Granville Street
Vancouver, British Columbia
V7Y 1G6, Canada

Stock Exchange Listing
Canadian Securities Exchange - CSE: ORGN
Frankfurt Stock Exchange - FSE: 4VXA

ORIGEN RESOURCES INC.

Suite 460 - 888 Dunsmuir Street,
Vancouver, B.C. V6C 3K4, Canada

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS GIVEN that the Annual General and Special Meeting (the "**Meeting**") of the shareholders of **ORIGEN RESOURCES Inc.** (the "**Company**") will be held on **Thursday November 26, 2026**, at Suite 460 - 888 Dunsmuir Street, Vancouver, British Columbia, V6C 3K4, Canada, at 11:00 am (Pacific Time) for the following purposes:

1. To receive the audited annual consolidated financial statements of the Company for its financial years ended March 31, 2025 and March 31, 2026, together with the Auditor's report thereon;

2. To set the number of directors of the Company at four (4);

3. To elect the directors of the Company for the coming year;

4. To appoint Davidson & Company LLP, as the Company's auditor for the ensuing financial year and to authorize the directors to set the auditor's remuneration;

5. To consider, and if thought fit, to ratify and approve, with or without amendment, an ordinary resolution of shareholders providing for the approval of the Company's Incentive Stock Option Plan (the "**Stock Option Plan**") wherein the Company will allocate and reserve up to 10% of its issued common shares from time to time for the purpose of granting options under the Stock Option Plan. The full text of the resolution is set forth in the Information Circular accompanying this Notice; and

6. To transact such other business as may properly come before the Meeting and any adjournments or postponements thereof.

This Notice is accompanied by an Information Circular (the "**Circular**"), either a form of Proxy for registered shareholders or a Voting Instruction Form ("**VIF**") for beneficial (non-registered) shareholders and Financial Statement Request Form. Please review the accompanying Circular before voting as it contains important information about the Meeting and is deemed to form part of this Notice.

The Company's Board of Directors has fixed the close of business on October 22, 2026, as the record date for the determination of shareholders who are entitled to receive notice of, and to vote at, the Meeting. Only shareholders of the Company as of October 22, 2026, are entitled to receive notice of and to vote at the Meeting, and any adjournment or postponement.

If you are a *registered shareholder* of the Company, you may attend the Meeting in person or be represented by proxy. Shareholders of the Company who are unable to attend the meeting in person are requested to complete, sign and date the enclosed Proxy/Voting Instruction Form and to mail it to or deposit it with, Olympia Trust Company, PO Box 128, STN M, Calgary, AB T2P 2H6 Attention Proxy Dept by mail or fax to 1(403) 668-8307 or toll free number indicated on the proxy form (in Canada and United States) or go to the website indicated on the proxy form and follow the instructions on the form. Telephone and Internet voting can also be completed 24 hours a day, 7 days a week by following the instructions in the accompanying Proxy/Voting Instruction Form. Duly completed forms of Proxy must be received or voted using the telephone or over the internet by Tuesday November 24, 2026 at 11:00 a.m. (Pacific Time) which is 48 hours (excluding Saturdays, Sundays and statutory holidays) before the time of the Meeting, being 11:00 a.m. (Pacific Time) on Thursday November 26, 2026, or any adjournments or postponements thereof, unless the chairman of the Meeting chooses to exercise his discretion to accept late proxies.

If you are a *non-registered shareholder* of the Company, you should complete and return the VIF or other authorization provided to you by your broker, investment dealer, trust company or other intermediary in accordance with the instructions provided. If you are a non-registered shareholder and do not complete and

return the materials in accordance with such instructions, you may lose the right to have your Shares voted at the Meeting.

If you do not vote, or do not instruct your broker, investment dealer, bank, trust company or other intermediary how to vote, you will not be considered to be represented by proxy for the purpose of voting. Shares represented by a properly executed proxy will be voted on any ballot that may be conducted at the Meeting in accordance with your instructions and, if you specify a choice with respect to any matter to be acted upon, your Shares shall be voted accordingly. In the absence of instructions your Shares will be voted FOR each of the matters referred to in the proxy.

DATED the 23rd day of October 2026.

By Order of the Board of Directors of

ORIGEN RESOURCES INC.

"Gary Schellenberg"

Gary Schellenberg
Chief Executive Officer & Director

ORIGEN RESOURCESINC.

Suite 460 - 888 Dunsmuir Street
Vancouver, British Columbia, V6C 3K4, Canada

INFORMATION CIRCULAR

(containing information as at October 22, 2026, unless indicated otherwise)

MANAGEMENT SOLICITATION OF PROXIES

This Information Circular is provided in connection with the solicitation of proxies by the management of **ORIGEN RESOURCES INC.** (**"Origen"** or the "**Company**") for use at the Annual General and Special Meeting (the **"Meeting"**), of the shareholders (the **"Shareholders"**) of the Company, to be held on **Thursday November 26, 2026**, at Suite 460 - 888 Dunsmuir Street, Vancouver, British Columbia, V6C 3K4, Canada, at 11:00 am (Pacific Time) and any adjournments thereof for the purpose set forth in the enclosed Notice of Annual General and Special Meeting (the "**Notice of Meeting**").

The solicitation will be made primarily by mail, however, proxies may be solicited personally or by telephone, or electronic means of communication by the directors, officers, and employees of the Company. The Company will bear all costs of such solicitation.

APPOINTMENT OF PROXYHOLDER AND VOTING BY PROXY

A registered Shareholder may vote in person at the Meeting or may appoint another person to represent you as a proxyholder to vote your shares at the Meeting.

The persons named in the accompanying form of proxy (the "**Proxy**") are directors or officers of the Company, (the "**Management Proxyholders**")**. A Shareholder has the right to appoint a person or company (who need not be a shareholder) other than Management Proxyholders to attend and act for the Shareholder and on the Shareholder's behalf at the Meeting. To exercise this right, a Shareholder must strike out the names of the Management Proxyholders and insert the name of the person or company in the blank space provided in the Proxy, or by executing a proxy in a form similar to the enclosed form.** To be valid, the completed form of Proxy must be delivered to the Company's Registrar and Transfer Agent, Olympia Trust Company ("**Olympia**"), PO Box 128, STN M, Calgary, AB T2P 2H6 Attention Proxy Dept by mail or fax to 1 (403) 668-8307 or toll free number indicated on the proxy form (in Canada and United States) or go to the website indicated on the proxy form and follow the instructions on the form. Telephone and Internet voting can also be completed by Shareholders 24 hours a day, 7 days a week by going to the website indicated on the proxy form and following the instructions on the form. Duly completed forms of Proxy or a vote using the telephone or over the internet must be completed no later than 48 hours (excluding Saturdays, Sundays, and Holidays) before the time of the Meeting or adjournment thereof, unless the Chairman of the Meeting elects to exercise his discretion to accept proxies subsequently received. If a Shareholder is a corporation, the proxy must be signed by a duly authorized officer of or attorney for the corporation. A proxyholder need not be a Shareholder.

If you are a Beneficial Shareholder and receive these materials through your broker or through another intermediary, please complete and return the Voting Instruction Form in accordance with the instructions provided by your broker or other intermediary.

EXERCISE OF DISCRETION BY PROXYHOLDERS

A Shareholder may indicate the manner in which the persons named in the accompanying form of Proxy are to vote with respect to a matter to be acted upon at the Meeting. **If the Shareholder specifies a choice in the Proxy with respect to a matter to be acted upon, then the shares represented will be voted or withheld from the vote on that matter accordingly. If no choice is specified in the Proxy with respect**

to a matter to be acted upon, the Proxy confers discretionary authority with respect to that matter upon the proxyholder named in the accompanying form of Proxy. It is intended that the Management Proxyholders in the accompanying form of Proxy will vote the shares represented by the Proxy in favor of each matter proposed by management at the Meeting.

The accompanying form of Proxy, when properly completed and delivered and not revoked, gives discretionary authority upon the named proxyholder with respect to amendments or variations to the matters identified in the accompanying Notice of Meeting and with respect to any other matters which may properly come before the Meeting.

As of the date of this Information Circular, management of the Company is not aware of any such amendments or variations, or any other matters, that will be presented for action at the Meeting other than those referred to in the accompanying Notice of Meeting. If, however, other matters that are not now known to management properly come before the Meeting, then the persons named in the accompanying form of Proxy intend to vote on them in accordance with their best judgment. In order to approve a motion proposed at a Meeting, a majority greater than one-half of the votes cast will be required unless the motion requires a special resolution, in which case a majority of not less than two-thirds of the votes cast will be required. In the event that a motion proposed at the Meeting requires disinterested shareholder approval, common shares held by a Shareholder of the Company who is a "related person" of the Company, as such term is defined under applicable securities laws, will be excluded from the count of votes cast on such motion.

REVOCATION OF PROXIES

A Shareholder who has given a Proxy may revoke it at any time before it is exercised. In addition to revocation in any other manner permitted by law, a Proxy may be revoked by instrument in writing executed by the Shareholder or by his attorney authorized in writing, or, if the Shareholder is a corporation, it must signed by a duly authorized officer (and you may be required to provide documentation evidencing your power to act on behalf of the corporation) and deposited with the Company's registrar and transfer agent, Olympia Trust Company, PO Box 128, STN M, Calgary, AB T2P 2H6 Attention Proxy Dept by mail or fax to 1(403) 668-8307 or toll free number indicated on the proxy form (in Canada and United States), or go to the website indicated on the proxy form and follow the instructions on the form, at any time up to and including the second last business day preceding the Meeting, or any adjournment of it, at which the Proxy is to be used, or to the Chairman of the Meeting on the day of the Meeting or any adjournment of it. A revocation of a Proxy does not affect any matter on which a vote has been taken prior to the revocation.

VOTING BY NON-REGISTERED SHAREHOLDERS (BENEFICIAL SHAREHOLDERS)

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold securities of the Company in their own name.

Shareholders who hold their securities through their brokers, intermediaries, trustees or other persons, or who otherwise do not hold their securities in their own name (referred to in this Information Circular as **"Beneficial Shareholders"**) should note that only proxies deposited by Shareholders who appear on the records maintained by Olympia Trust Company, the Company's registrar and transfer agent, as registered holders of voting securities will be recognized and acted upon at the Meeting. If voting securities are listed in an account statement provided to a Beneficial Shareholder by a broker, those voting securities will, in all likelihood, not be registered in the Shareholder's name. Such voting securities more likely will be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such shares are registered under the name of CDS & Co. (the registration name of the Canadian Depositary for Securities which acts as nominee for many Canadian brokerage firms). Voting securities held by brokers (or their agents or nominees) on behalf of a broker's client can only be voted (for or against resolutions) at the direction of the Beneficial Shareholder. Without specific instructions, brokers and their agents and nominees are prohibited from voting shares for the broker's clients. **Therefore, each Beneficial Shareholder should ensure that voting instructions are communicated to the appropriate person.**

In accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer* ("**NI 54-101**"), the Company has distributed copies of the Notice of Meeting, this Information Circular and the Proxy/Voting Instruction Form to the clearing agencies and intermediaries for onward distribution to Beneficial Shareholders. Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings unless the Beneficial Shareholder has waived the right to receive meeting materials. The various brokers and other intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by Beneficial Shareholders in order to ensure that their voting securities are voted at the Meeting. The purpose of the form of proxy supplied to a Beneficial Shareholder by its broker (or the agent of the broker), is limited to instructing the Registered Shareholder (i.e., the broker or agent of the broker) how to vote on behalf of the Beneficial Shareholder. The vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communications Solutions, Canada ("**Broadridge**"). Broadridge typically prepares a machine-readable voting instruction form, mails such forms to Beneficial Shareholders and asks Beneficial Shareholders to return the forms to Broadridge or otherwise communicate voting instructions to Broadridge by way of the Internet or telephone or other voting procedures. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Beneficial Shareholder who receives a Broadridge voting instruction form cannot use that form to vote their securities directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of securities must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the securities voted.** If you have any questions respecting the voting of securities held through a broker or other intermediary, please contact that broker or other intermediary promptly for assistance. Although a Beneficial Shareholder may not be recognized directly at the Meeting for the purposes of voting securities registered in the name of his broker, a Beneficial Shareholder may attend the Meeting as proxyholder for the Registered Shareholder and vote the securities in that capacity. Beneficial Shareholders who wish to attend the Meeting and indirectly vote their common shares as proxyholder for the registered shareholder should contact their broker, agent or nominee well in advance of the Meeting to determine the steps necessary to permit them to indirectly vote their common shares as a proxyholder.

In accordance with the requirements of NI 54-101, the Company has elected to send Meeting materials directly to the Beneficial Shareholders who are NOBOs (non-objecting beneficial owners), and indirectly through intermediaries to the OBOs (objecting beneficial owners – who have objected to their names being provided to the issuer). The intermediaries (or their service companies) are responsible for forwarding requested copies of the Meeting materials to each OBO, unless the OBO has waived the right to receive them. **The Company does not intend to pay for an intermediary to deliver Meeting materials to OBOs. Accordingly, OBOs will not receive paper copies of the Meeting materials unless their intermediary assumes the costs of delivery**.

RECORD DATE AND QUORUM

The Company has set the close of business on October 22, 2026, as the record date (the "**Record Date**") for the Meeting. Only the common shareholders as at the Record Date are entitled to receive notice of and to vote at the Meeting. Under the Articles of the Company, subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at the Meeting is two or more persons, present in person or by proxy.

The directors, the president, if any, the secretary, if any, and any lawyer or auditor for the Company are entitled to attend any meeting of shareholders, but if any of those persons do attend a meeting of shareholders, that person is not to be counted in the quorum, and is not entitled to vote at the meeting, unless that person is a shareholder or proxy holder entitled to vote at the meeting.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Except as disclosed in this Information Circular, no person has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in matters to be acted upon at the Meeting. For the purpose of this paragraph, "person" includes each person: (a) who has been a director or executive officer of the Company at any time since the commencement of the Company's last financial year; (b) who is a proposed nominee for election as a director of the Company; or (c) who is an associate or affiliate of a person included

in subparagraphs (a) or (b), except that directors and executive officers of the Company and persons proposed as nominees for election as directors of the Company are eligible to receive stock options pursuant to the Stock Option Plan, approval of which will be sought at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

The Company is authorized to issue an unlimited number of common shares without par value. As of the Record Date, being the close of business on October 22, 2026, a total of 70,930,154 common shares were issued and outstanding. The holders of common shares are entitled to one vote for each common share held.

The issued and outstanding common shares are listed for trading on the Canadian Securities Exchange under the trading symbol 'ORGN'.

To the knowledge of the directors and executive officers of the Company, and based upon the Company's review of the records maintained by Olympia, the following shareholders and persons are the only persons that beneficially own, directly or indirectly, or exercise control or direction over, shares carrying more than 10% of the voting rights attached to all outstanding common shares of the Company:

Name of Shareholder	Number of Shares beneficially held	Percentage of Issued voting shares (1)
CDS & Co.	55,566,639	78.34%

Notes:
(1) On the basis of 70,930,154 shares outstanding on the record date.

EXECUTIVE COMPENSATION

The Company is a venture issuer and is disclosing its executive compensation in accordance with Form 51-102F6V.

The following persons are considered the "Named Executive Officers" or "NEOs" for the purposes of the disclosure:

(a) the Company's CEO, including an individual performing functions similar to a CEO;

(b) the Company's CFO, including an individual performing functions similar to a CFO;

(c) the most highly compensated executive officer of the Company and its subsidiaries, other than the CEO and CFO, at the end of the most recently completed financial year whose total compensation was more than $150,000, as determined in accordance with subsection 1.3(5) of Form 51-102F6V Statement of Executive Compensation - Venture Issuers, for the March 31, 2026 year end; and

(d) each individual who would be a Named Executive Officer under paragraph (c) but for the fact the individual was not an executive officer of the Company and was not acting in a similar capacity at March 31, 2026.

Director and Named Executive Officer Compensation, excluding Compensation Securities

The following table provides a summary of compensation paid or accrued, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Company or any subsidiary of the Company to each Named Executive Officer and director of the Company during the Company's financial years ended March 31, 2026, and March 31, 2025.

Table of compensation excluding compensation securities							
Name and position	**Year ended March 31**	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees[1] ($)**	**Value of perquisites[2] ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
Gary Schellenberg [3] *CEO and Director*	2026	90,000	Nil	N/A	Nil	12,000	102,000
	2025	90,000	Nil	N/A	Nil	12,000	102,000
Geoff Schellenberg [4] *Director and Corporate Secretary*	2026	72,000	Nil	N/A	Nil	11,930	83,930
	2025	72,000	Nil	N/A	Nil	43,191	115,191
Paul Chung [5] *Director*	2026	16,000	Nil	N/A	Nil	Nil	16,000
	2025	Nil	Nil	N/A	Nil	Nil	Nil
Dr. Thomas Hawkins [6] *Former Director*	2026	Nil	Nil	N/A	Nil	Nil	Nil
	2025	84,629	Nil	N/A	Nil	6,583	91,212
Lawrence Cheung [7] *CFO*	2026	28,439	Nil	N/A	Nil	Nil	28,439
	2025	11,277	Nil	N/A	Nil	Nil	11,277
Natasha Tsai [8] *Former CFO*	2026	Nil	Nil	N/A	Nil	Nil	Nil
	2025	21,985	Nil	N/A	Nil	Nil	21,985

Notes:

(1) As of the year ended March 31, 2026, there was no standard meeting fee or committee fee for attendance at directors' meetings or serving on committees, although certain directors received compensation in their capacity as directors of the Company.

(2) The value of perquisites and benefits, if any, was less than $15,000.

(3) Gary Schellenberg's management consulting agreement provides for a fee of $90,000 per year which was paid to a company controlled by him. In addition, $12,000 was paid for professional fees to a company controlled by Mr. Schellenberg, and paid or accrued rent of $21,600, which was paid to a company controlled by Mr. Schellenberg.

(4) Geoff Schellenberg accrued and was paid $72,000 to a company controlled by Mr. Geoff Schellenberg. In addition, exploration costs of $11,930 were paid to a company controlled by him that were capitalized as exploration and evaluation assets.

(5) Paul Chung was paid or accrued consulting management fees of $16,000, to a company controlled by Mr. Chung.

(6) Dr. Thomas Hawkins resigned his directorship effective April 7, 2026. As at March 31, 2026, Dr. Hawkins accrued and was paid a consulting fee of $Nil (2025 – $84,629); and exploration costs of $Nil (2025 - $6,583) which was capitalized as exploration and evaluation assets.

(7) Mr. Lawrence Cheung, CFO of the Company, is a consultant of Malaspina Consultants Inc., which provides accounting services to the Company. The Company accrued or paid to Malaspina Consultants Inc. $28,439 for the year ended March 31, 2026. Malaspina Consultants Inc. is a private company that provides outsourced accounting services to junior public companies.

(8) Ms. Natasha Tsai, a former CFO of the Company until October 25, 2024, is a shareholder of Malaspina Consultants Inc., which provides accounting services to the Company. The Company accrued or paid to Malaspina Consultants Inc. $21,985 for the year ended March 31, 2025.

Stock Options and Other Compensation Securities

The following table discloses all compensation securities granted or issued to each director and Named Executive Officer during the most recently completed financial year ended March 31, 2026, for services provided or to be provided, directly or indirectly, to the Company or its subsidiary. The notes to the table disclose stock options held as at the financial year ended March 31, 2026, but granted during previous financial years.

Compensation Securities							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and percentage of class [1]**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date**
Gary Schellenberg *CEO and Director*	Stock Options[2]	300,000	September 29, 2025	$0.055	$0.065	$0.06	September 29, 2030
Geoff Schellenberg *Director and Corporate Secretary*	Stock Options[3]	175,000	September 29, 2025	$0.055	$0.065	$0.06	September 29, 2030
Paul Chung *Director*	Stock Options	250,000	September 29, 2025	$0.055	$0.065	$0.06	September 29, 2030
Dr. Thomas Hawkins *Former Director*	Stock Options[4]	175,000	September 29, 2025	$0.055	$0.065	$0.06	April 7, 2027
Lawrence Cheung *CFO*	Stock Options	50,000	September 29, 2025	$0.055	$0.065	$0.06	September 29, 2030

Notes:

(1) All of these stock options were fully vested after the requisite four-month plus one day hold. One common share is issuable on the exercise of each stock option. As at March 31, 2026, there were 3,400,000 stock options issued and outstanding.

(2) At March 31, 2026, Gary Schellenberg also held 250 stock options exercisable at $0.05 until April 23, 2029.

(3) At March 31, 2026, Goeff Schellenberg also held 175,000 stock options exercisable at $0.05 until April 23, 2029.

(4) At March 31, 2026, Dr. Thomas Hawkins, a former director, also held 175,000 stock options exercisable at $0.05 and 150,000 stock options exercisable at $0.24 until February 14, 2028. All of Dr. Hawkins' stock options will expire on April 7, 2027, being one year after he ceases to be a director and consultant of the Company.

Exercise of Compensation Securities by Directors and NEOs

No director or Named Executive Officer exercised any compensation securities during the most recently completed financial year ended March 31, 2026.

Stock Option Plans and Other Incentive Plans

The Company provides to its directors and officers, incentive stock options to purchase common shares in the capital of the Company pursuant to the terms of the Stock Option Plan and in accordance with the policies of the Canadian Securities Exchange. At the Company's Meeting on November 26, 2026, the

Company will ask its Shareholders to approve, ratify, and confirm the Company's 10% rolling Stock Option Plan. Further details of the Stock Option Plan are disclosed under "Particulars of Matters to be Acted Upon – Ratification and Approval of Stock Option Plan".

Employment, Consulting and Management Agreements

During the financial year ending March 31, 2026, the Company had consulting agreements pursuant to which directors or Named Executive Officers were compensated by the Company for their services as Named Executive Officers, directors, for committee participation, or for involvement in special assignments.

Gary Schellenberg, CEO and a Director of the Company, is compensated under a consulting agreement (the "**Gary Schellenberg Agreement**") with a company controlled by the CEO, that provides for a fee of $90,000 per year. The term of the Gary Schellenberg Agreement is for a one-year period, or until such time as the engagement of the CEO is terminated in accordance with the provisions of the Gary Schellenberg Agreement.

Geoff Schellenberg, Corporate Secretary and a Director of the Company, is compensated under a consulting agreement (the "**Geoff Schellenberg Agreement**") with a company controlled by Mr. Schellenberg, that provides for a fee of $72,000 per year. The term of the Geoff Schellenberg Agreement is for a one-year period, or until such time as the engagement is terminated in accordance with the provisions of the Geoff Schellenberg Agreement.

Antonio da Silva, a Director of the Company, is compensated under a general consulting agreement (the "**Antonio da Silva Agreement**") that provides for a fee of $18,000 per year. The term of the Antonio da Silva Agreement is for a one-year period, or until such time as the engagement is terminated in accordance with the provisions of the Antonio da Silva Agreement.

Malaspina Consultants Inc., of which Natasha Tsai, the former CFO of the Company, is a shareholder, has a consulting agreement with the Company dated October 1, 2021. Under such agreement, in consideration of performing various accounting and outsourced CFO services for the Company, the fees are invoiced monthly based on hourly rates ranging from $70 to $280. Mr. Lawrence Cheung, the current CFO, is also a employee with Malaspina Consultants Inc. and provides accounting services to the Company under the same payment structure.

Change of Control Provisions

Pursuant to the terms of the Gary Schellenberg Agreement and Geoff Schellenberg Agreement, which are together referred to as the "**Consulting Agreements**", each of Messrs. Gary Schellenberg, and Geoff Schellenberg, are entitled to the following payments and benefits ("**Change of Control Payments**") following a Change in Control (as defined in the Consulting Agreements) if he elects to terminate his Consulting Agreement for Good Reason (as defined in the Consulting Agreements) or the Company terminates his Consulting Agreement for a reason other than Cause (as defined in the Consulting Agreements):

(i) a lump sum equal to two times his prior 12 months gross pay, plus other sums owed for arrears of compensation or bonuses;

(ii) all outstanding, unvested stock options granted to him by the Company shall immediately vest and be fully exercisable until the earlier of (A) 24 months following the date his Consulting Agreement was terminated, or (B) the date the applicable stock option expires pursuant to its terms.

Summary of Change of Control Payments

The estimated Change of Control Payments that might be paid to the NEOs pursuant to the Consulting Agreements in the event of termination by the applicable NEO for Good Reason or by the Company without Cause as at March 31, 2026, are detailed below:

Name and Position	Cash Payment	Value of Option-Based Awards if Exercised on Termination[(1)]	Total C$
Gary Schellenberg *CEO and Director*	$180,000	Nil	$180,000
Geoff Schellenberg *Director and Corporate Secretary*	$144,000	Nil	$144,000

Notes:

(1) The value of unexercised options were calculated based on the difference between the closing price of the common shares on the CSE on March 31, 2026, being the financial year end date ($0.095) and the exercise price of the applicable options. Where the difference is negative, the options are not in-the-money and no value is reported. The options may never be exercised and actual gain, if any, on exercise will depend on the value of the common shares on the date of exercise.

Oversight and Description of Director and Named Executive Officer Compensation

The compensation of the Named Executive Officers is determined by the Board. The Board evaluates individual executive performance with the goal of setting compensation at levels that they believe are comparable with executives in other companies of similar size and stage of development operating in the same industry. In connection with setting appropriate levels of compensation the Board bases its decisions on general business and industry knowledge and experience and publicly available information of comparable companies while also taking into account the Company's relative performance and short term and strategic objectives, and to continuing to provide executives with compensation that is in accordance with existing market standards generally and competitive within the same industry. For the current financial year, the Company will be evaluating its compensation practices to determine appropriate compensation to motivate and reward executives and drive corporate performance.

The directors of the Company may be reimbursed for actual expenses reasonably incurred in connection with the performance of their duties as directors. Directors are also eligible to receive incentive stock options to purchase common shares of the Company under the Company's Stock Option Plan.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

As at March 31, 2026, our equity compensation plan consisted of our Stock Option Plan which was approved and adopted by the Board on October 22, 2025; and last approved by shareholders on November 26, 2025, at the Company's previous annual general meeting. At the Company's Meeting to be held on November 26, 2026, the shareholders of the Company will be asked to approve, ratify, and confirm the Stock Option Plan.

The following table sets forth information with respect to the stock options outstanding under the Stock Option Plan as at March 31, 2026.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights (a)	Weighted-average exercise price of outstanding options warrants, and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans previously approved by shareholders[(1)]	3,400,000	$0.10	2,593,015
Equity compensation plans not previously approved by shareholders	Nil	Nil	Nil
Total	3,400,000	$0.10	2,593,015

Note:

(1) As at March 31, 2026, there were 59,930,154 issued and outstanding common shares of the Company. The Company's 10% rolling Stock Option Plan was approved by the Board October 22, 2025, and ratified and approved by the shareholders; at the Company's last shareholders' meeting held on November 26, 2025.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

During the last completed financial year, no director, executive officer, or nominee for director of the Company or any of their associates has been indebted to the Company or any of its subsidiaries, nor has any of these individuals been indebted to another entity which indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as disclosed in this Information Circular, since the commencement of the last completed financial year, no "informed person" has had any material interest, direct or indirect, in any transaction or any proposed transaction that has materially affected or would materially affect the Company or any of its subsidiaries. "Informed Person" means: (a) a director or executive officer of the Company; (b) a director or officer of a person or company that is itself an informed person or subsidiary of the Company; or (c) any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Company carrying more than 10% of the voting rights attached to all outstanding voting securities of the Company.

The directors and officers of the Company have an interest in the resolution concerning the election of directors and the approval of the Stock Option Plan. For more information, please refer to the section entitled "Particulars of Matters to be Acted Upon".

MANAGEMENT CONTRACTS

Management functions of the Company are, and since the beginning of the most recently completed financial year have been, performed by the directors and executive officers of the Company, or private companies controlled by such directors or officers, and are not to any substantial degree performed by any other person or Company.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-101 *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators requires the Company to annually disclose certain information regarding its corporate governance practices. Under this heading, the Company is providing the disclosure required by Form 58-101F2.

Board of Directors

The Board has responsibility for the stewardship of the Company including responsibility for strategic planning, identification of the principal risks of the Company's business and implementation of appropriate systems to manage these risks, succession planning (including appointing, training and monitoring senior management), communications with investors and the financial community and the integrity of the Company's internal control and management information systems.

The Board sets long term goals and objectives for the Company and formulates the plans and strategies necessary to achieve those objectives and to supervise senior management in their implementation. The Board delegates the responsibility for managing the day-to-day affairs of the Company to senior management but retains a supervisory role in respect of, and ultimate responsibility for, all matters relating to the Company and its business. The Board is responsible for protecting shareholders' interests and ensuring that the incentives of the shareholders and of management are aligned.

As part of its ongoing review of business operations, the Board reviews, as frequently as required, the principal risks inherent in the Company's business including financial risks, through periodic reports from management of such risks, and assesses the systems established to manage those risks. Directly and through the Audit Committee, the Board also assesses the integrity of internal control over financial reporting and management information systems.

In addition to those matters that must, by law, be approved by the Board, the Board is required to approve any material dispositions, acquisitions and investments outside the ordinary course of business, long-term strategy, and organizational development plans. Management of the Company is authorized to act without board approval, on all ordinary course matters relating to the Company's business.

The Board also monitors the Company's compliance with timely disclosure obligations and reviews material disclosure documents prior to distribution. The Board is responsible for selecting the President and Chief Executive Officer and appointing senior management and for monitoring their performance.

The Board considers that the following directors are "independent" in that they are independent and free from any interest and any business or other relationship which could or could reasonably be perceived to, materially interfere with the director's ability to act with the best interests of the Company, other than interests and relationships arising from shareholding: Paul Chung and Antonio da Silva. The Board considers that Gary Schellenberg, the CEO of the Company, and Geoff Schellenberg, Corporate Secretary of the Company, are not independent because each are Officers of the Company and are members of management.

Orientation and Continuing Education

The Board is responsible for providing orientation for all new recruits to the Board. Each new director brings a different skill set and professional background, and with this information, the Board is able to determine what orientation to the nature and operations of Origen's business will be necessary and relevant to each new director. Origen provides continuing education for its directors as the need arises and encourages open discussion at all meetings, which format encourages learning by the directors.

Ethical Business Conduct

The Board relies on the fiduciary duties placed on individual directors by Origen's governing corporate legislation and the common law to ensure the Board operates independently of management and in the best interests of Origen. The Board has found that these, combined with the conflict-of-interest provisions of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), as well as the relevant securities regulatory instruments, to ensure that directors exercise independent judgment in considering transactions and agreements in respect of which a director or executive officer has a material interest.

Nomination of Directors

The Board performs the functions of a nominating committee with respect to appointment of directors. The Board believes that this is a practical approach at this stage of Origen's development. While there are not specific criteria for board membership, Origen attempts to attract and maintain directors with business knowledge, which assists in guiding management of Origen.

The Board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders. The Board takes into account the number required to carry out the Board's duties effectively and to maintain a diversity of views and experience.

Compensation Committee

The Board has appointed a Compensation Committee which is responsible for determining all forms of compensation, including long-term incentive in the form of stock options, to be granted to the CEO, the CFO, and the directors, and for reviewing the CEO's recommendations respecting compensation of the other officers of Origen, to ensure such arrangements reflect the responsibilities and risks associated with each position. When determining the compensation of its officers, the Board considers:(i) recruiting and retaining executives critical to the success of Origen and the enhancement of shareholder value; (ii) providing fair and competitive compensation; (iii) balancing the interests of management and the shareholders; (iv) rewarding performance, both on an individual basis and with respect to operations in general; and (v) permitted compensation under Canadian Securities Exchange rules.

Composition of the Compensation Committee

The following are the members of the Compensation Committee:

Gary Schellenberg (Chair)	Not Independent	Financially literate
Antonio da Silva	Independent	Financially literate

Other Board Committees

The Board has no other committees other than the Compensation Committee, and the required Audit Committee described in this Circular under the heading "Audit Committee".

AUDIT COMMITTEE DISCLOSURE

Pursuant to National Instrument 52-110 - *Audit Committees*, the Company is required to disclose certain information concerning the constitution of its Audit Committee and its relationship with its independent auditors. The Company is a venture issuer and is disclosing this information in accordance with Form 52-110F2.

The Audit Committee Charter

The overall purpose of the Audit Committee is to assist the Board in fulfilling its oversight responsibilities with respect to: the financial reporting process and the quality, transparency and integrity of the financial statements and other related public disclosures; internal controls over financial reporting; compliance with legal and

regulatory requirements relevant to the financial statements and financial reporting; ensuring that there is an appropriate standard of corporate conduct for senior financial personnel and employees including, if necessary, adopting a corporate code of ethics; the external auditors' qualifications and independence; and the performance of the internal audit function and the external auditor.

The Company's Audit Committee is governed by an Audit Committee Charter, a copy of which is attached as Schedule "A".

Composition of the Audit Committee

The following are the members of the Audit Committee:

Paul Chung (Chair)	Independent	Financially literate
Antonio da Silva	Independent	Financially literate
Gary Schellenberg	Not Independent	Financially literate

The Audit Committee complies with requirements for venture issuers, such that the majority of its members are not executive officers, employees or control persons of the Company, as Gary Schellenberg is the only member who is an executive officer of the Company. All of its members are "financially literate" in accordance with Section 1.6 of NI 52-110, which states that an individual is financially literate if he or she has the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

A member of the Audit Committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Board, reasonably interfere with the exercise of a member's independent judgment.

Relevant Education and Experience

In addition to each member's general business experience, the education and experience of each Audit Committee member that is relevant to the performance of his/her responsibilities as an Audit Committee member is as follows:

Paul Chung is an accomplished executive with deep experience in project management, international negotiations, and guiding companies through public market transactions. He has served as a director for numerous companies, overseeing operations across South America with a focus on asset acquisitions, project development, strategic planning, and government relations. He has played a key role in aligning corporate objectives between parent companies and their subsidiaries, ensuring operational coherence and strategic focus. Chung has successfully negotiated with high-level political and industrial stakeholders in Guyana, Chile, China, and Argentina, advancing company interests in complex international environments. Mr. Chung holds a Bachelor of Science in Geology from the University of British Columbia and an MBA in Information Technology from Athabasca University. He is a co-founder of Luca Mining Corp. (TSXV: LUCA), which owns and operates two poly-metallic mines in Mexico, including the Tahuehueto Mine, recognized as one of the top 10 highest gold-grade mines in the country. Previously, Mr. Chung was a director of Patriot Battery Metals Inc. (TSX: PMET) from its inception until 2022. That company holds 100% ownership of the Shaakichiuwaanaan Property, the largest lithium pegmatite resource in the Americas and the eighth largest globally.

Antonio da Silva (Ph.D., MIMMM) is a geoscientist with a wide-ranging expertise in mineral prospecting and extraction of metallic and non-metallic critical raw materials and quite experienced in technical and operational consultancy activities in mining geology, exploration geochemistry, ore petrology, mineral processing and extractive metallurgy. He has been involved as a chief geologist and geo-metallurgist in hard-rock lithium and gold exploration projects as well as ceramics raw materials like feldspars, kaolin and ball clays. Mr. da Silva brings broad technical expertise in rare earths and critical minerals to our board. He is a highly respected professional in both South America and Europe. Mr. da Silva completed his Ph.D. through a joint program between the University of Aveiro and the University of Porto in Portugal, with support from the Federal University

of Ceará in Brazil. His knowledge of Brazil and strong network there have already proven invaluable in the acquisition of our REE portfolio in the country.
Gary Schellenberg has been a director and officer of numerous publicly traded companies and brings over 35 years of industry experience. He serves as Chairman, Chief Executive Officer and Director of Origen. He holds a Bachelor of Science degree in Geology from the University of British Columbia. Past industry roles include CEO and Director of Troubadour Resources Inc. (TSX. V: TR), President of Coast Mountain Geological Ltd., Director of Kodiak Copper Corp., CEO and Director of Explorex Resources Inc., CEO and Director of International Lithium Corp., CEO and Director of TNR Gold Corp., and a founding Director of Winspear Resources Ltd. that went on to discover the Snap Lake diamond mine operated by DeBeers from 2008 to 2015.

The experiences of the members of the Audit Committee have given each:

(i) an understanding of the accounting principles used by the Company to prepare its financial statements;
(ii) the ability to assess the general application of accounting principles in connection with accounting estimates, accruals and reserves;
(iii) experience analyzing and evaluating financial statements similar to those of the Company; and
(iv) an understanding of internal controls and procedures for financial reporting pertinent to the Company.

The Audit Committee meets no less frequently than quarterly, separately with the Auditor and the CFO, to review the Company's accounting practices, internal controls and such other matters as the Audit Committee or CFO deem appropriate.

Audit Committee Oversight

At no time since the commencement of the Company's most recent completed financial year has a recommendation of the Audit Committee to nominate or compensate an external auditor not been adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (de minimis non-audit services), the exemption in subsection 6.1.1(4) (Circumstance Affecting the Business or Operations of the Venture Issuer), the exemption in subsection 6.1.1(5) (Events Outside of Control of Member), the exemption in subsection 6.1.1(6) (Death, Incapacity or Resignation) or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110.

Pre-Approval Policies and Procedures

The Audit Committee has adopted specific policies and procedures for the engagement of non-audit services as set out in the Audit Committee Charter of the Company. The Audit Committee must pre-approve any engagement of the external auditor for any non-audit services to the Company in accordance with applicable law and policies and procedures to be approved by the Board. The engagement of non-audit services will be considered by the Board on a case-by-case basis.

External Auditor Service Fees

The auditors' fees for its two most recent financial years, by category, are as follows:

Financial Year Ending	Audit Fees (1)	Audit-Related Fees	Tax Fees (2)	All Other Fees
March 31, 2026	53,141	Nil	Nil	Nil
March 31, 2025	55,610	Nil	3,000	Nil

Notes

(1) "Audit Fees" include fees necessary to perform the annual audit and if applicable, quarterly reviews of Origen's consolidated financial statements. Audit Fees include fees for review of tax provisions and for accounting consultations on matters reflected in the financial statements. Audit Fees also include audit or other attest services required by legislation or regulation, such as comfort letters, consents, reviews of securities filings and statutory audits.

(2) "Tax Fees" include fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. These fees relate to preparing and filing Origen's Canadian tax returns and related schedules.

Exemption

The Company is relying upon the exemption in section 6.1 of NI 52-110 in respect of the composition of its Audit Committee and in respect of its reporting obligations under NI 52-110.

PARTICULARS OF MATTERS TO BE ACTED UPON

1. Presentation of the Audited Financial Statements

The audited annual financial statements of the Company for the financial years ended March 31, 2025, and March 31, 2026, and the report of the auditors thereon, will be submitted to the Meeting. **THE AUDITED FINANCIAL STATEMENTS OF THE COMPANY FOR THE FINANCIAL YEARS ENDED MARCH 31, 2025 AND MARCH 31, 2026, AND THE ACCOMPANYING MANAGEMENT DISCUSSION AND ANALYSIS WERE FILED ON SEDAR+ IN ACCORDANCE WITH SECURITIES LAWS AND HAVE BEEN MAILED TO ALL SHAREHOLDERS WHO HAD REQUESTED THEM.**

If you wish to receive either or both of the annual audited financial statements and interim financial statements and accompanying MD&A for the 2026 financial year (which commenced on April 1, 2025), you must complete and return the "Annual/Interim Financial Statement and MD&A Request Form" accompanying this Information Circular.

2. Number of Directors

Management of the Company proposes that the number of directors for the Company be set at four (4) for the coming year, subject to such increases as may be permitted by the Articles of the Company. At the Meeting, shareholders will be asked to pass an ordinary resolution to set the number of directors of the Company for the coming year at four. The number of directors will be approved if the affirmative vote of the majority of common shares present or represented by proxy at the Meeting and entitled to vote are voted in favour of setting the number of directors at four.

3. Election of Directors

Each director is elected annually and holds office until the next annual meeting of shareholders unless that person ceases to be a director before then. Accordingly, the term of office of each of the present directors expires immediately before the election of directors at the Meeting but is eligible for re-election. The Company's

Board of Directors proposes to nominate the persons named in the table below for election as directors of the Company, (each, a "proposed director") and, in the absence of instructions to the contrary, the shares represented by proxies will be voted in favour of each proposed director. Management does not contemplate that any of the proposed directors will be unable to serve as a director. Each director elected will hold office until the next annual general meeting of the Company or until his successor is elected or appointed, unless his office is earlier vacated, or he becomes disqualified to act as a director, in accordance with the Articles of the Company, or the provisions of the BCBCA.

The following table sets out the names of management's nominees for election as directors, all offices in the Company each nominee now holds, each nominee's principal occupation, business or employment, the period of time during which each nominee has been a director of the Company and the number of common shares of the Company beneficially owned by each nominee, directly or indirectly, or over which each nominee exercised control or direction, as at the Record Date (October 22, 2026).

Name, Province or State and Country of Residence and Present Office Held	Periods Served as Director	Number of Shares Beneficially Owned, Directly or Indirectly, or over which Control or Direction is Exercised[(1)]	Principal Occupation and, if Not Previously Elected, Principal Occupation during the Past Five Years
Gary Schellenberg[(2)(3)] Director & CEO BC, Canada	Since September 12. 2019	8,927,208 Shares[(4)]	Executive Officer and a Director of Origen
Geoff Schellenberg Director & Corporate Secretary BC, Canada	Since May 6, 2020	6,336,000 Shares[(5)]	President of Coast Mountain Geological Ltd.
Paul Chung[(2)] Director BC, Canada	Since July 17, 2025	400,000 Shares	Businessman and Project Development Strategist
Antonio da Silva[(2)(3)] Director Vale de Cambra, Portugal	Since April 7, 2026	Nil Shares	Businessman, Geologist, and Geo-metallurgist

Notes:

(1) As at October 22, 2026.
(2) Denotes a member of the Audit Committee.
(3) Denotes a member of the Compensation Committee.
(4) 1,333 of these shares are held directly by Mr. Gary Schellenberg, 7,162,125 are held indirectly through 404198 BC Ltd., a company controlled by Mr. Gary Schellenberg, and 1,763,750 are held indirectly through Coast Mountain Geological Ltd., a company in which Mr. Gary Schellenberg has a 16% interest.
(5) 2,048,000 of these shares are held directly by Mr. Geoff Schellenberg, and 4,288,000 are held indirectly through 1175991 BC Ltd., a company controlled by Mr. Geoff Schellenberg.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To the knowledge of the Company, other than as disclosed below, no proposed director is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,

(i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
(ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

For the purposes of the above, "order" means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days.

Mr. Gary Schellenberg is a former director of Golden Coast Energy Corp. ("**GCE**"). While a director of GCE, on December 11, 2015, GCE was subject to a cease trade order of the British Columbia Securities Commission for failure to file its audited financial statements and related MD&A for the financial year ended July 31, 2015. The cease trade order remains in effect. Mr. Schellenberg resigned as a director of GCE on March 24, 2016.

To the knowledge of the Company, no proposed director is, as at the date of this Information Circular, or has been, within 10 years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that:

(a) is, as at the date of this Information Circular, or has been within 10 years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;

(b) has, within the 10 years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director;

(c) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority; or

(d) has been subject to any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

4. Appointment of Auditor

Shareholders of the Company will be asked to approve, ratify, and confirm the appointment of Davidson & Company LLP, Chartered Professional Accountants of Vancouver, British Columbia, as the Company's auditor, to hold office until the next annual general meeting of shareholders, at a remuneration to be fixed by the directors. Davidson & Company LLP has been the Company's auditor since incorporation. Davidson & Company LLP was first appointed as auditor of the Company on May 12, 2021.

In the absence of instructions to the contrary, the shares represented by proxy will be voted FOR the appointment of Davidson & Company LLP, as auditor of the Company for the ensuing year, at a remuneration to be fixed by the Board of Directors.

5. Ratification and Approval of Stock Option Plan

The Board of Directors (the "**Board**") of the Company adopted the Stock Option Plan (the "**Stock Option Plan**") and it was approved by shareholders at the Company's last annual general meeting of shareholders held on November 26, 2025. The shareholders will be asked at the Meeting to consider and, if thought fit, approve an ordinary resolution ratifying and approving the Stock Option Plan. The Stock Option Plan was established to attract and retain directors, officers, employees and consultants (collectively the "**Eligible Parties**") and to motivate them to advance the interests of the Company. The Board believes that incentive stock options serve an important function in furnishing the Eligible Parties an opportunity to acquire an equity interest in the Company through options granted under the Stock Option Plan to purchase common

shares of the Company, thereby aligning the interests of the Eligible Parties with those of the Company and its shareholders, through ownership of shares in the Company. Accordingly, the Board, believing it to be in the best interests of the Company, recommend that the shareholders approve the Company's Stock Option Plan.

The Stock Option Plan is in the form of a rolling stock option plan reserving for issuance, upon the exercise of options granted pursuant to the Stock Option Plan, a maximum of 10% of the issued and outstanding shares of the Company at any time, less any shares required to be reserved with respect to options granted by the Company prior to the implementation of the Stock Option Plan. The Stock Option Plan is administered by the Board of Directors of the Company that in its sole discretion, will determine all options to be granted pursuant to the Stock Option Plan, the exercise price therefore, and any special terms or vesting provisions applicable thereto. The Board will comply with all regulatory requirements in granting options and otherwise administering the Stock Option Plan.

The following is a summary of the material terms of the Stock Option Plan:

(i) the number of securities reserved for issuance under options to acquire securities under the Stock Option Plan shall not exceed 10% of the issued and outstanding shares of the Company;

(ii) options granted to any one person, within a 12-month period, of a number of securities shall not exceed 5% of the issued and outstanding shares of the Company;

(iii) in the case of Options granted to Employees, Consultants or Management Company Employees, the Option Holder must be a bona-fide Employee, Consultant or Management Company Employee, as the case may be, of the Company or its subsidiary;

(iv) options granted shall be non-assignable and not transferable and shall have a term to be determined by the Company's Board of Directors;

(v) the exercise price must be paid in cash, cheque, bank draft, or electronic bank transfer;

(vi) the exercise price of an option granted shall not be less than the greater of the closing market price of the Shares on (a) the trading day prior to the date of grant of the Options; and (b) the date of grant of the Options; and

(vii) if a Director, Consultant or Employee dies prior to the expiry of his option, his legal representatives may, within the lesser of one (1) year from the date of the Option Holder's death or the Expiry Date of the Option, exercise that portion of an Option granted to the Director, Consultant or Employee under the Stock Option Plan which remains outstanding.

The full text of the existing Stock Option Plan is attached hereto as Schedule "B".

Shareholders will be asked to pass the following ordinary resolution approving the Company's Stock Option Plan:

"BE IT RESOLVED, AS AN ORDINARY RESOLUTION THAT:

1. the Company's Stock Option Plan (the "**Plan**") in the form presented to this Meeting, is approved, adopted, ratified and confirmed, including the reservation for issuance under the Plan, at any time and from time to time, of a maximum of 10% of the issued and outstanding shares of the Company, subject to any amendments that may be required by the Canadian Securities Exchange or such other stock exchange on which the common shares of the Company are listed and posted for trading;

2. the Board of Directors are authorized on behalf of the Company to make any further amendments to the Plan as may be required by regulatory authorities, if the Board of Directors deems it appropriate and in the best interests of the Company to do so, without further

approval of the shareholders of the Company, in order to ensure adoption of the Stock Option Plan;

3. the Company is authorized to grant options pursuant and subject to the terms and conditions of the Plan; and

4. any one or more of the directors and officers of the Company be authorized and directed to perform all such acts, deeds and things and execute, all such documents, instruments, assurances, and other writings, including treasury orders, stock exchange and securities commissions forms, as may be required to give effect to this resolution."

An ordinary resolution requires the approval of a simple majority (50% + one vote) of the votes cast at the Meeting, in person or by proxy.

The Board recommends that shareholders vote in favour of ratifying and approving the Stock Option Plan. It is the intention of the persons named in the enclosed instrument of Proxy, if not expressly directed otherwise in such instrument of proxy, to vote such proxies FOR the ordinary resolution to approve the Stock Option Plan.

6. Other Business

Management is not aware of any matters to come before the Meeting other than those set forth in the Notice of Meeting. If any other matter properly comes before the Meeting, it is the intention of the persons named in the Proxy to vote the shares represented thereby in accordance with their best judgment on such matter.

ADDITIONAL INFORMATION

Additional information relating to the Company can be found on the System for Electronic Document Analysis and Retrieval (SEDAR+) at www.sedarplus.ca. Financial information is provided in the Company's financial statements and Management Discussion & Analysis for the most recently completed financial years where audited statements have been filed.

The Company will provide to any securityholder, upon request, copies of the Company's financial statements and Management Discussion & Analysis for the most recently completed financial years. Please direct your request to the Company at 604-681-0221 or at its office at Suite 488–625 Howe Street, Vancouver, British Columbia, V6C 3K4 to request the Company's financial statements and Management Discussion & Analysis.

APPROVAL OF THE DIRECTORS

The directors of the Company have approved the content and sending of this Information Circular on this 23rd day of October 2026.

Schedule "A"

AUDIT COMMITTEE CHARTER

The Audit Committee is governed by the following charter:

1. PURPOSE OF THE COMMITTEE

1.1 The purpose of the Audit Committee is to assist the Board of Directors in its oversight of the integrity of the Company's financial statements and other relevant public disclosures, the Company's compliance with legal and regulatory requirements relating to financial reporting, the external auditors' qualifications and independence and the performance of the internal audit function and the external auditors.

2. MEMBERS OF THE AUDIT COMMITTEE

2.1 At least one member must be "financially literate" as defined under NI 52-110, having sufficient accounting or related financial management expertise to read and understand a set of financial statements, including the related notes, that present a breadth and level of complexity of the accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company's financial statements.

2.2 The Audit Committee shall consist of no less than three Directors.

2.3 At least one member of the Audit Committee shall be "independent" as defined under NI 52-110, while the Company is in the developmental stage of its business.

3. RELATIONSHIP WITH EXTERNAL AUDITORS

3.1 The external auditors are the independent representatives of the shareholders, but the external auditors are also accountable to the Board of Directors and the Audit Committee.

3.2 The external auditors must be able to complete their audit procedures and reviews with professional independence, free from any undue interference from the management or directors.

3.3 The Audit Committee must direct and ensure that the management fully co-operates with the external auditors in the course of carrying out their professional duties.

3.4 The Audit Committee will have direct communications access at all times with the external auditors.

4. NON-AUDIT SERVICES

4.1 The external auditors are prohibited from providing any non-audit services to the Company, without the express written consent of the Audit Committee. In determining whether the external auditors will be granted permission to provide non-audit services to the Company, the Audit Committee must consider that the benefits to the Company from the provision of such services, outweighs the risk of any compromise to or loss of the independence of the external auditors in carrying out their auditing mandate.

4.2 Notwithstanding section 4.1, the external auditors are prohibited at all times from carrying out any of the following services, while they are appointed the external auditors of the Company:

(a) acting as an agent of the Company for the sale of all or substantially all of the undertaking of the Company; and

(b) performing any non-audit consulting work for any director or senior officer of the Company in their personal capacity, but not as a director, officer or insider of any other entity not associated or related to the Company.

5. APPOINTMENT OF AUDITORS

5.1 The external auditors will be appointed each year by the shareholders of the Company at the annual general meeting of the shareholders.

5.2 The Audit Committee will nominate the external auditors for appointment, such nomination to be approved by the Board of Directors.

6. EVALUATION OF AUDITORS

6.1 The Audit Committee will review the performance of the external auditors on at least an annual basis, and notify the Board and the external auditors in writing of any concerns in regards to the performance of the external auditors, or the accounting or auditing methods, procedures, standards, or principles applied by the external auditors, or any other accounting or auditing issues which come to the attention of the Audit Committee.

7. REMUNERATION OF THE AUDITORS

7.1 The remuneration of the external auditors will be determined by the Board of Directors, upon the annual authorization of the shareholders at each general meeting of the shareholders.

7.2 The remuneration of the external auditors will be determined based on the time required to complete the audit and preparation of the audited financial statements, and the difficulty of the audit and performance of the standard auditing procedures under generally accepted auditing standards and generally accepted accounting principles of Canada.

8. TERMINATION OF THE AUDITORS

8.1 The Audit Committee has the power to terminate the services of the external auditors, with or without the approval of the Board of Directors, acting reasonably.

9. FUNDING OF AUDITING AND CONSULTING SERVICES

9.1 Auditing expenses will be funded by the Company. The auditors must not perform any other consulting services for the Company, which could impair or interfere with their role as the independent auditors of the Company.

10. ROLE AND RESPONSIBILITIES OF THE INTERNAL AUDITOR

10.1 At this time, due to the Company's size and limited financial resources, the Chief Financial Officer of the Company shall be responsible for implementing internal controls and performing the role as the internal auditor to ensure that such controls are adequate.

11. OVERSIGHT OF INTERNAL CONTROLS

11.1 The Audit Committee will have the oversight responsibility for ensuring that the internal controls are implemented and monitored, and that such internal controls are effective.

12. CONTINUOUS DISCLOSURE REQUIREMENTS

12.1 At this time, due to the Company's size and limited financial resources, the Chief Financial Officer of the Company is responsible for ensuring that the Company's continuous reporting requirements are met and in compliance with applicable regulatory requirements.

13. OTHER AUDITING MATTERS

13.1 The Audit Committee may meet with the external auditors independently of the management of the Company at any time, acting reasonably.

13.2 The Auditors are authorized and directed to respond to all enquiries from the Audit Committee in a thorough and timely fashion, without reporting these enquiries or actions to the Board of Directors or the management of the Company.

14. ANNUAL REVIEW

14.1 The Audit Committee Charter will be reviewed annually by the Board of Directors and the Audit Committee to assess the adequacy of this Charter.

15. INDEPENDENT ADVISERS

15.1 The Audit Committee shall have the power to retain legal, accounting or other or other advisors at the expense of the Company without approval of management.

15.2 The external auditor will report directly to the Audit Committee.

Schedule "B"

ORIGEN RESOURCES INC.

STOCK OPTION PLAN (2026)

PART 1
INTERPRETATION

1.1 **Definitions**: In this Plan the following words and phrases shall have the following meanings, namely:

(a) "Award Date" means the date on which the Board grants a particular Option;

(b) "Board" means the board of directors of the Company and includes any committee of directors appointed by the directors as contemplated by to Section 3.1 hereof;

(c) "Cause" means: (i) "Cause" as such term is defined in the written employment agreement, if any, between the Company and Employee; or (ii) if there is no written employment agreement between the Company and the Employee or "Cause" in not defined in the written employment agreement between the Company and the Employee, the usual meaning of just cause under the common law or the laws of British Columbia;

(d) "Company" mean Origen Resources Inc.;

(e) "Consultant" means an individual who: (i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services provided in relation to a distribution; (ii) provides the services under a written contract between the Company or the Affiliate and the individual or the Consultant Company, as the case may be; (c) in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate of the Company; and (d) has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company;

(f) "Director" means any director, Officer and Management Company Employees of the Company or of any of its subsidiaries;

(g) "Employee" means: (i) an individual who is considered an employee of the Company or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source); (ii) an individual who works full-time for the Company or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source; or (iii) an individual who works for a Company or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Company over the details and methods of work as an employee of the Company, but for whom income tax deductions are not made at source;

(h) "Exchange" means the Canadian Securities Exchange and any other stock exchange on which the Shares are listed for trading;

(i) "Exchange Policy" means the policies, bylaws, rules and regulations of the Exchange governing definitions, interpretation and the granting of options by the Company, as amended from time to time;

(j) "Exercise Notice" means the notice respecting the exercise of an Option, in the form set out as Schedule "B" hereto, duly executed by the Option Holder.

(k) "Exercise Price" means the price at which an Option may be exercised as determined in accordance with Section 4.1

(l) "Expiry Date" means not later than ten years from the Award Date of the Option or such shorter period as may be prescribed by the Exchange;

(m) "Insider" has the meaning ascribed thereto in the *Securities Act* (British Columbia);

(n) "Joint Actor" means a person acting "jointly or in concert with" another person as that phrase is interpreted in section 1.9 of National Instrument 62-104 – *Take Over Bids and Issuer Bids*;

(o) "Management Company Employee" means an individual employed by a person providing management services to the Company, which are required for the ongoing successful operation of the business enterprise of the Company;

(p) "Officer" means any senior officer of the Company or of any of its subsidiaries as defined in the Securities Act;

(q) "Option" means an option to acquire Shares awarded under and pursuant to the Plan;

(r) "Option Certificate" means the certificate, substantially in the form set out as Schedule "A" hereto, evidencing an Option;

(s) "Option Holder" means a current or former Director, Employee, or Consultant who holds an unexercised and unexpired Option;

(t) "Plan" means this stock option plan as from time to time amended;

(u) "Securities Act" means the *Securities Act*, R.S.B.C. 1996, c.418, as amended, from time to time;

(v) "Securities Laws" means the act, policies, bylaws, rules and regulations of the securities commissions governing the granting of options by the Company, as amended from time to time;

(w) "Shares" means common shares of the Company.

1.2 **Interpretation**: Any words capitalized but not defined in this Plan shall have the meanings ascribed to them in Exchange Policy.

1.3 **Gender**: Throughout this Plan, words importing the masculine gender shall be interpreted as including the female gender.

PART 2
PURPOSE OF PLAN

2.1 **Purpose**: The purpose of this Plan is to attract and retain Employees, Consultants, or Directors to the Company and to motivate them to advance the interests of the Company by affording them with the opportunity to acquire an equity interest in the Company through Options granted under this Plan to purchase Shares.

PART 3
GRANTING OF OPTIONS

3.1 **Administration**: This Plan shall be administered by the Board or, if the Board so elects, by a committee (which may consist of only one person) appointed by the Board from its members.

3.2 **Committee's Recommendations**: The Board may accept all or any part of recommendations of the committee or may refer all or any part thereof back to the committee for further consideration and recommendation.

3.3 **Grant by Resolution**: The Board may, by resolution, designate eligible persons who are bona fide Employees, Consultants, Directors, or corporations employing or wholly owned by such Employee, Consultant, or Director, to whom Options should be granted and specify the terms of such Options which shall be in accordance with Exchange Policy and Securities Laws. It is the responsibility of the Company and the Option Holder for ensuring and confirming that the Option Holder is a bona fide Employee, Consultant or Management Company Employee, as the case may be. The Company will also issue a news release at the time of the grant for any Options granted to Insiders.

3.4 **Terms of Option**: The resolution of the Board shall specify the number of Shares that should be placed under option to each such Employee, Consultant or Director, the Exercise Price to be paid for such Shares, and the period, including any applicable vesting periods during which such Option may be exercised.

3.5 **Option Certificate**: Every Option granted under this Plan shall be evidenced by an Option Certificate, and all Option Certificates will be so legended as required by Exchange Policy and Securities Laws.

PART 4
CONDITIONS GOVERNING THE GRANTING AND EXERCISING OF OPTIONS

4.1 **Exercise Price**: The Exercise Price of an Option granted under this Plan shall not be less than the greater of the closing market price of the Shares on (a) the trading day prior to the date of grant of the Options; and (b) the date of grant of the Options. In any event, no Options shall be granted which are exercisable at an Exercise Price of less than permitted by Exchange Policy. An Exercise Price cannot be established unless the Options are allocated to a particular Option Holder.

4.2 **Expiry Date**: Each Option shall, unless sooner terminated, expire on a date to be determined by the Board which will not be later than the Expiry Date. However, if the Expiry Date falls within a period (a "blackout period") during which the Company prohibits Option Holders from exercising their Options, the Expiry Date may be extended to a maximum of 10 business days after the expiry of the blackout period. The blackout period must be formally imposed by the Company pursuant to its internal trading policies as a result of the bona fide existence of undisclosed Material Information. For greater certainty, in the absence of the Company formally imposing a blackout period, the Expiry Date of any options will not be automatically extended in any circumstances.

4.3 **Different Exercise Periods, Prices and Number** The Board may, in its absolute discretion, upon granting an Option under this Plan and subject to the provisions of Section 6.4 hereof, specify a particular time period or periods (i.e. vesting) following the date of granting the Option during which the Option Holder may exercise his Option to purchase Shares and may designate the Exercise Price and the number of Shares in respect of which such Option Holder may exercise his Option during each such time period.

4.4 **Number of Shares (Restrictions)** The number of Shares reserved for issuance under the Plan shall not exceed 5% of the issued Shares of the Company to any one person (and companies wholly owned by that person) in any 12- month period, calculated on the date the Option is granted.

4.5 **Ceasing to hold Office** If an Option Holder holds his or her Options as a Director and such Option Holder ceases to be Director for any reason other than death, such Director shall have rights to exercise any Option not exercised prior to such termination (but only to the extent that such Option has vested on or before the date the Option Holder ceased to be a Director) within a reasonable period of time after the date of termination, as set out in the Option Holder's Option Certificate, such "reasonable period" not to exceed one year after termination. However, if the Option Holder ceases to be a Director of the Company as a result of: (i) ceasing to meet the qualifications set forth in the *Business Corporations Act* (British Columbia); or (ii) his or her removal as a director of the Company pursuant to the *Business Corporations Act (*British Columbia); or (iii) an order made by any regulatory authority having jurisdiction to so order; in which case the Expiry Date shall be the date the Option Holder ceases to be a Director of the Company. Notwithstanding anything contained herein, in no case will an Option be exercisable later than the Expiry Date of such Option fixed by the Board at the time the Option is awarded to the Option Holder.

4.6 **Ceasing to be an Employee, Management Company Employee or Consultant** If an Option Holder holds his or her Options as an Employee, Management Company Employee or Consultant and such Option Holder ceases to be an Employee, Management Company Employee or Consultant for any reason other than death, such Employee, Management Company Employee or Consultant shall have rights to exercise any Option not exercised prior to such termination (but only to the extent that such Option has vested on or before the date the Option Holder ceased to be so employed or provide services to the Company) within a reasonable period of time after the date of termination, as set out in the Option Holder's Option Certificate, such "reasonable period" not to exceed one (1) year after termination. However, (i) if the Option Holder ceases to be an Employee as a result of termination for Cause; (ii) a Management Company Employee of a person providing management services to the Company as a result of termination for Cause; or (iii) an Employee, Management Company Employee or Consultant of the Company as a result of an order made by any regulatory authority having jurisdiction to so order, in which case the Expiry Date shall be the date the Option Holder is terminated by the Company. Notwithstanding anything contained herein, in no case will an Option be exercisable later than the Expiry Date of such Option fixed by the Board at the time the Option is awarded to the Option Holder.

4.7 **Death of Option Holder** If a Director, Consultant or Employee dies prior to the expiry of his option, his legal representatives may, within the lesser of one (1) year from the date of the Option Holder's death or the Expiry Date of the Option, exercise that portion of an Option granted to the Director, Consultant or Employee under this Plan which remains outstanding.

4.8 **Assignment** No Option granted under this Plan or any right thereunder or in respect thereof shall be transferable or assignable otherwise than by will or pursuant to the laws of succession except that, if permitted by the rules and policies of the Exchange, an Option Holder shall have the right to assign any Option granted to him hereunder to a trust, RRSP, RESP or similar legal entity established by such Option Holder.

4.9 **Notice** Options shall be exercised only in accordance with the terms and conditions of the Option Certificates under which they are respectively granted and shall be exercisable only by notice in writing to the Company.

4.10 **Payment** Options may be exercised in whole or in part at any time prior to their lapse or termination. Shares purchased by an Option Holder on exercise of an Option shall be paid for in full, in cash, bank wire transfer, bank draft, or by cheque, at the time of their purchase.

4.11 **Options to Employees, Consultants or Management Company Employees** In the case of Options granted to Employees, Consultants or Management Company Employees, the Option Holder must be a bona-fide Employee, Consultant or Management Company Employee, as the case may be, of the Company or its subsidiary.

4.12 **Withholding Tax** Upon exercise of an Option, the Option Holder will, upon notification of the amount due and prior to or concurrently with the delivery of the certificates representing the Shares, pay to the Company amounts necessary to satisfy applicable withholding tax requirements or will otherwise make arrangements satisfactory to the Company for such requirements. In order to implement this provision, the Company or any related corporation will have the right to retain and withhold from any payment of cash or Shares under this Plan the amount of taxes required to be withheld or otherwise deducted and paid in respect of such payment. At its discretion, the Company may require an Option Holder receiving Shares to reimburse the Company for any such taxes required to be withheld by the Company and withhold any distribution to the Option Holder in whole or in part until the Company is so reimbursed. In lieu thereof, the Company will have the right to withhold from any cash amount due or to become due from the Company to the Option Holder an amount equal to such taxes. The Company may also retain and withhold or the Option Holder may elect, subject to approval by the Company at its sole discretion, to have the Company retain and withhold a number of Shares having a market value not less than the amount of such taxes required to be withheld by the Company to reimburse the Company for any such taxes and cancel (in whole or in part) any such Shares so withheld.

PART 5
RESERVE OF SHARES FOR OPTIONS

5.1 **Sufficient Authorized Shares to be Reserved** Whenever the Notice of Articles or Articles of the Company limit the number of authorized Shares, a sufficient number of Shares shall be reserved by the Board to satisfy the exercise of Options granted under this Plan. Shares that were the subject of Options that have lapsed or terminated shall thereupon no longer be in reserve and may once again be subject to an Option granted under this Plan.

5.2 **Maximum Number of Shares to be Reserved Under Plan** The aggregate number of Shares which may be subject to issuance pursuant to Options granted under this Plan, inclusive of all other stock options outstanding shall not be greater than 10% of the Shares issued and outstanding at the date of the grant of Options. Cancelled and expired Options are returned to the Plan.

PART 6
CHANGES IN OPTIONS

6.1 **Share Consolidation or Subdivision** If the Shares are at any time subdivided or consolidated, the number of Shares reserved for Option and the price payable for any Shares that are then subject to Option shall be adjusted accordingly.

6.2 **Stock Dividend** If the Shares are at any time changed as a result of the declaration of a stock dividend thereon, the number of Shares reserved for Option and the price payable for any Shares that are then subject to Option may be adjusted by the Board to such extent as they deem proper in their absolute discretion.

6.3 **Reorganization** Subject to any required action by its shareholders, if the Company is a party to a reorganization, merger, amalgamation, arrangement, sale of assets or undertaking, winding up or dissolution or its Shares are exchanged or reclassified in any way (collectively, the "Event"),

whether or not the Company is the surviving entity, an Option will be adjusted by the Board in accordance with the Event and in a manner the Board deems appropriate.

6.4 **Effect of a Take-Over Bid** If a bona fide offer (an "Offer") for Shares is made to the Option Holder or to shareholders of the Company generally or to a class of shareholders which includes the Option Holder, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the Securities Act, the Company shall, upon receipt of notice of the Offer, notify each Option Holder of full particulars of the Offer, whereupon all Shares subject to such Option ("Option Shares") will become vested and the Option may be exercised in whole or in part by the Option Holder so as to permit the Option Holder to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

(a) the Offer is not completed within the time specified therein including any extensions thereof; or

(b) all of the Option Shares tendered by the Option Holder pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Option Holder to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised and the terms upon which such Option Shares were to become vested pursuant to section 4.3 shall be reinstated. If any Option Shares are returned to the Company under this section 6.4, the Company shall immediately refund the Exercise Price to the Option Holder for such Option Shares.

6.5 **Acceleration of Expiry Date** If at any time when an Option granted under the Plan remains unexercised with respect to any unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Option Holder of full particulars of the Offer, declare all Option Shares issuable upon the exercise of Options granted under the Plan, vested, and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer.

6.6 **Effect of a Change of Control** If a Change of Control (as defined below) occurs, all Shares subject to each outstanding Option will become vested, whereupon such Option may be exercised in whole or in part by the Option Holder. "Change of Control" means the acquisition by any person or by any person and a Joint Actor, whether directly or indirectly, of voting securities (as defined in the Securities Act) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

PART 7
SECURITIES LAWS AND EXCHANGE POLICY

7.1 **Exchange's Rules and Policies Apply** This Plan and the granting and exercise of any Options hereunder are also subject to such other terms and conditions as are set out from time to time in the Securities Laws and Exchange Policy and such rules and policies shall be deemed to be incorporated into and become a part of this Plan. In the event of an inconsistency between the provisions of such rules and policies and of this Plan, the provisions of such Securities Laws and Exchange Policy shall govern. If the Company's Shares are listed on a new stock exchange, the granting of Options shall be governed by the rules and policies of new stock exchange and unless inconsistent with the terms of this Plan, the Company shall be able to grant Options pursuant to the rules and policies of such new stock exchange without requiring shareholder approval.

PART 8
AMENDMENT OF PLAN

8.1 **Board May Amend** The Board may, by resolution, amend or terminate this Plan, but no such amendment or termination shall, except with the written consent of the Option Holders concerned, affect the terms and conditions of Options previously granted under this Plan which have not then been exercised or terminated.

8.2 **Exchange Approval** Any amendment to this Plan shall not become effective until any such Exchange and shareholder approval as is required by Exchange Policy and Securities Laws has been received. Unless approved by the Exchange, Options may not be amended once issued, and if an Option is cancelled before its Expiry Date, the Board may not grant new Options to the same Option Holder until 30 days have elapsed from the date of cancellation.

PART 9
EFFECTIVE DATE OF PLAN

9.1 **Effective Date** This Plan shall become effective upon the approval of this Plan by the directors of the Company. The Plan may be subject to annual approval by the Company's shareholders at a shareholder meeting; however, Options may be granted under this Plan prior to the receipt of approval of the Plan by shareholders.

DATE OF PLAN: last approved by shareholders on November 26, 2025, at the last annual general meeting of shareholders, to be re-approved by shareholders on November 26, 2026.

SCHEDULE A

ORIGEN RESOURCES INC,
(the "Company")

STOCK OPTION PLAN

OPTION CERTIFICATE

This certificate is issued pursuant to the provisions of the Company's Stock Option Plan (the "**Plan**") and evidences that _____ (*Name of Option Holder* is the holder of an option (the "Option")) to purchase up to _____ (*Number of Shares*) common shares (the "Shares") in the capital stock of the Company at a purchase price of $_____ per Share. Subject to the provisions of the Plan:

(a) the Award Date of this Option is _____ (*insert date of grant*);

(b) the Expiry Date of this Option is _____ (*insert date of expiry*); and

(c) the termination of this Option under sections 4.5 and 4.6 of the Plan is _____ days after the Option Holder ceases to be involved with the Company, subject to the terms of such sections.

Additional Vesting or Other Restrictions: (insert as applicable)

This Option may be exercised in accordance with its terms at any time and from time to time from and including the Award Date through to and including up to 5:00 p.m. (Vancouver time) on the Expiry Date, by delivering to the Company an Exercise Notice, in the form provided in the Plan, together with this certificate and a certified cheque or bank draft payable to the Company in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which this Option is being exercised.

This certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan. This certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Company shall prevail.

This Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto.

Signed this _____ day of _____, 20_____.

ORIGEN RESOURCES INC.
by its authorized signatory:

_____

Name: _____

Title: _____

OPTION CERTIFICATE - SCHEDULE

The additional terms and conditions attached to the Option represented by this Option Certificate are as follows:

1. include Vesting Provisions, if any

SCHEDULE B

EXERCISE NOTICE

TO: **ORIGEN RESOURCES INC.** (the "**Company**")

AND TO: THE BOARD OF DIRECTORS

The undersigned hereby irrevocably gives notice, pursuant to the Company's Stock Option Plan (the "**Plan**"), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):

(a) all of the Shares; or

(b) _____ of the Shares, which are the subject of the Option Certificate attached hereto.

Calculation of total Exercise Price:

(i)	number of Shares to be acquired on exercise:	_____ Shares
(ii)	multiplied by the Exercise Price per Share:	$_____
	TOTAL EXERCISE PRICE, enclosed herewith:	**$_____**

The undersigned tenders herewith a certified cheque or bank draft in an amount equal to the total Exercise Price of the aforesaid Shares, as calculated above, and directs the Company to issue the share certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:

_____

_____

_____

DATED the _____ day of _____, 20___.

_____
Signature of Option Holder

_____
Name of Option Holder (please print)