

Clerk's Stamp:



COURT FILE NUMBER
COURT
JUDICIAL CENTRE OF

2601-03216
COURT OF KING'S BENCH OF ALBERTA
CALGARY

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT, R.S.C.
1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF
COMPROMISE OR ARRANGEMENT OF TRION
BATTERY TECHNOLOGIES INC.

DOCUMENT

APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

DLA PIPER (CANADA) LLP
Suite 1000, 250 2 Street SW
Calgary, AB T2P 0C1

Lawyer: Carole J. Hunter
Phone: 403 698 8782
Fax: 403 697 6600
Email: carole.hunter@ca.dlapiper.com

File Number: 106030.00013

DATE ON WHICH ORDER WAS PRONOUNCED:	May 6, 2026
NAME OF JUDGE WHO MADE THIS ORDER:	Justice A. Kuntz
LOCATION OF HEARING:	Calgary via Webex

UPON the application of TRION BATTERY TECHNOLOGIES INC. (the "**Debtor**") for, among other things, an order approving the sale transaction (the "**Transaction**") contemplated by an equity and asset purchase agreement (the "**Sale Agreement**") between the Debtor and Rockford Equity PTY Ltd. (the "**Purchaser**") dated as of April 29, 2026, a copy of which is attached as Appendix A to the Second Report of FTI Consulting Canada Inc., in its capacity as monitor of the Debtor (the "**Monitor**") dated May 4, 2026 (the "**Second Report**") and vesting in the Purchaser (or its nominee) the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**");

AND UPON HAVING READ the Affidavit #3 of Mark Smith, sworn May 3, 2026, the Second Report, and the Affidavit of Service of Emily Nakogee, sworn May 4, 2026; **AND UPON HEARING** the submissions of counsel for the Debtor, the Monitor, the Purchaser, and counsel for other parties present at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE AND DEFINITIONS

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.
2. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Sale Agreement or the Amended and Restated Initial Order granted in these proceedings on March 2, 2026 (the "**ARIO**").

APPROVAL OF TRANSACTION

3. The Transaction is hereby approved and execution of the Sale Agreement by the Debtor is hereby ratified and approved, with such minor amendments as the Debtor and the Monitor may deem necessary, with the consent of the Monitor. The Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).
4. The Debtor is authorized and directed to perform its obligations under the Purchase Agreement and any ancillary documents related thereto.
5. This Order shall constitute the only authorization required by the Debtor to proceed with the Transaction and no shareholder or other approval shall be required in connection therewith.

VESTING OF PROPERTY

6. Upon delivery of a Monitor's certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule "A" hereto (the "**Monitor's Closing Certificate**"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed

trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing:

- (a) any Encumbrances or Charges, including those created by ARIO;
- (b) any charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Alberta) or any other personal property registry system; and
- (c) any liens or claims of lien under the *Builders' Lien Act* (Alberta),

and for greater certainty, this Court orders that all Claims including Encumbrances other than Permitted Encumbrances, affecting or relating to the Purchased Assets are hereby expunged, discharged and terminated as against the Purchased Assets

7. Upon delivery of the Monitor's Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Purchased Assets. Without limiting the foregoing:
 - (a) the Registrar of the Alberta Personal Property Registry shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Debtor in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.
8. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Monitor's Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make

and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.

9. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Debtor or the Monitor of the Sale Agreement.
10. For the purposes of determining the nature and priority of Claims, net proceeds from sale of the Purchased Assets (to be held in an interest bearing trust account by the Monitor) shall stand in the place and stead of the Purchased Assets from and after delivery of the Monitor's Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale. Unless otherwise ordered (whether before or after the date of this Order), the Monitor shall not make any distributions to creditors of net proceeds from sale of the Purchased Assets without further order of this Court, provided however that the Monitor may make the payments as set out in section 8.2(1)(k) of the Sale Agreement.
11. Except as expressly provided for in the Sale Agreement or by section 5 of the Alberta *Employment Standards Code*, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Debtor.
12. Upon completion of the Transaction, the Debtor and all persons who claim by, through or under the Debtor in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

13. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Debtor, or any person claiming by, through or against the Debtor.
14. The Monitor is directed to file with the Court a copy of the Monitor's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Debtor is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Debtor was entitled.

CHANGE OF NAME AND STYLE OF CAUSE

16. On or after Closing, the Debtor is authorized to execute and file articles of amendment or such other documents or instruments as may be required to change its legal and business name, and such articles, documents, or other instruments shall be deemed to be duly authorized, valid and effective without any requirement to obtain director, manager, shareholder, member or partner consent. Upon the official change to the legal name of the Debtor that is to occur, the name of the Applicant in the within title of these proceedings shall be deleted and replaced with the new legal name of the Debtor, and any document filed thereafter in these proceedings (other than the Monitor's Closing Certificate) shall be filed using such revised title of proceedings.

MISCELLANEOUS MATTERS

17. Notwithstanding:
 - (a) the pendency of these proceedings and any declaration of insolvency made herein;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of the Debtor, and any bankruptcy order issued pursuant to any such applications;

- (c) any assignment in bankruptcy made in respect of the Debtor; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 18. The Monitor, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 19. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Debtor, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
- 20. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:
 - (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) the Purchaser or the Purchaser's solicitors; and

(b) Posting a copy of this Order on the Monitor's website at: *

and service on any other person is hereby dispensed with.

21. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

Schedule "A"
Form of Monitor's Closing Certificate

Clerk's Stamp:



COURT FILE NUMBER 2601-03216
 COURT COURT OF KING'S BENCH OF ALBERTA
 JUDICIAL CENTRE OF CALGARY

IN THE MATTER OF THE *COMPANIES'*
CREDITORS ARRANGEMENT ACT, R.S.C.
 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF
 COMPROMISE OR ARRANGEMENT OF TRION
 BATTERY TECHNOLOGIES INC.

DOCUMENT

MONITOR'S CLOSING CERTIFICATE

CONTACT INFORMATION OF
 PARTY FILING THIS DOCUMENT:

BENNETT JONES LLP
 100 King St W, Suite 3400
 Toronto, ON M5X 1A4

Lawyer: Sean Zweig / Mike Shakra
 / Sophie Fiddes

Phone: 416 863 1200

Email: zweigs@bennettjones.com
shakram@bennettjones.com
fiddess@bennettjones.com

File Number: ◆

RECITALS

- A. Pursuant to an Order of the Honourable Justice L. K. Harris of the Court of King's Bench of Alberta (the "**Court**") dated February 20, 2026, TRION BATTERY TECHNOLOGIES INC. (the "**Debtor**") commenced proceedings under the *Companies' Creditors Arrangement Act* and FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Debtor.
- B. Pursuant to an Order of the Court dated May 6, 2026, the Court approved an equity and asset purchase agreement dated as of April 29, 2026 (the "**Sale Agreement**") between the Debtor and Rockford Equity PTY Ltd. (the "**Purchaser**") and provided for the vesting in the Purchaser

of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in section 7 of the Sale Agreement have been satisfied or waived by the Debtor and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Debtor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 7 of the Sale Agreement have been satisfied or waived by the Monitor and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Monitor.
4. This Certificate was delivered by the Receiver on May _____, 2026.

FTI CONSULTING CANADA INC., in its capacity as Monitor of the undertakings, property and assets of TRION BATTERY TECHNOLOGIES INC., and not in its personal capacity.

Per: _____

Name:

Title: