

COURT FILE NUMBER 2601-03216

COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, RSC 1985, c. C-36, AS AMENDED

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

DOCUMENT **APPLICATION – APPROVAL OF SALE TRANSACTION,
RESTRICTED COURT ACCESS ORDER AND
TERMINATION OF CCAA PROCEEDINGS**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

DLA Piper (Canada) LLP
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File No. 106030.00013

NOTICE TO RESPONDENTS

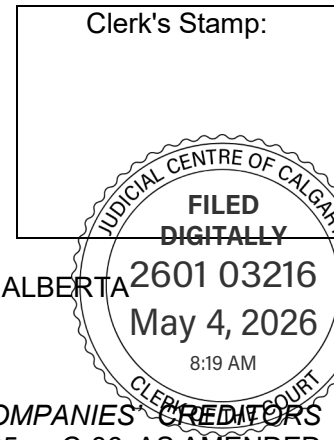
This application is made against you. You are a respondent.

You have the right to state your side of this matter before the judge.

To do so, you must be in Court when the application is heard as shown below:

Date: Wednesday, May 6, 2026
Time: 2:00 p.m.
Where: Calgary Courts Centre (via Webex)
<https://albertacourts.webex.com/meet/virtual.courtroom60>
Before Whom: The Honourable Justice A. Kuntz

Go to the end of this document to see what else you can do and when you must do it.



Remedy claimed or sought:

1. The Applicant, TRION BATTERY TECHNOLOGIES INC. ("**Trion**" or the "**Applicant**") respectfully seeks:
 - (a) an Order substantially in the form attached hereto as Schedule "A":
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) approving the transaction contemplated by the equity and asset purchase agreement entered into between the Applicant and Rockford Equity PTY Ltd. (the "**Purchaser**") dated May, 2026 (the "**Sale Agreement**");
 - (iii) vesting the Purchased Assets (as defined in the Sale Agreement) in the Purchaser, free and clear of all encumbrances; and
 - (iv) sealing the unredacted copy of the Sale Agreement;
 - (b) an Order substantially in the form attached hereto as Schedule "B":
 - (i) abridging the time for service of this Application and the supporting materials, as necessary, and deeming service thereof to be good and sufficient;
 - (ii) approving the activities of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as monitor (the "**Monitor**") as detailed in the reports filed with this Honourable Court;
 - (iii) approving the fees and disbursements of the Monitor and its legal counsel, Bennett Jones LLP;
 - (iv) approving a wind-up reserve in the amount of \$125,000;
 - (v) approving the discharge of the Monitor;
 - (vi) terminating the within proceedings upon the Monitor filing a certificate confirming that all matter in respect of such proceedings have been completed (the "**Termination Time**"); and

- (vii) extending the stay of proceedings until the earlier of May 22, 2026 and the Termination Time;
 - (c) such further and other relief as counsel may request and this Honourable Court may deem appropriate in the circumstances.
2. All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in Affidavit #1 of Timothy Mayne, to be sworn.

Grounds for making this Application

3. On February 20, 2026, this Honourable Court granted the Initial Order pursuant to the *Companies' Creditors Arrangement Act* which, among other things, included protections for TRION Battery GmbH, TRION Battery Germany GmbH and TRION ENERGY SOLUTIONS CORP. (the "**Non-Applicant Stay Parties**") and appointed FTI as Monitor with certain enhanced powers.
4. On March 2, 2026, this Honourable Court granted an amended and restated initial order (the "**ARIO**") which, among other things, extended the stay of proceedings under the Initial Order to May 15, 2026.
5. On March 2, 2026, this Honourable Court also approved a sale and investment solicitation process (the "**SISP**") to be conducted by the Monitor, together with its affiliate, FTI Capital Advisors – Canada ULC ("**FTI Capital**"), in consultation with the DIP Lender and with the assistance of Trion.
6. The SISP commenced by March 3, 2026.
7. The SISP contemplated that non-binding letters of intent ("**LOI**") would be delivered by prospective purchasers on April 8, 2026 (the "**Phase I Bid Deadline**"). At the request of certain interested parties, and in consultation with the Rockford Equity PTY Ltd., in its capacity as lender under the debtor-in-possession financing facility (the "**DIP Lender**") and the Applicant, the Monitor extended the Phase I Bid Deadline to April 15, 2026.
8. In accordance with the terms of the SISP, the DIP Lender was deemed to be a Phase I Qualified Bidder even if it did not submit a LOI. Only one LOI was received by the Phase I Bid Deadline.

9. The deadline for definitive offers (the “**Qualified Bid Deadline**”), initially scheduled for April 20, 2026 was also extended to April 24, 2026 and subsequently extended to April 27, 2026 to allow parties additional time to deliver their definitive offers.
10. The only Qualified Bid received by the Monitor on the Qualified Bid Deadline was from the Purchaser.
11. The Applicant and the Purchaser entered into the Sale Agreement which provides for the purchase of (i) the equity interests of the Applicant in the Non-Applicant Stay Parties, and (ii) certain assets of the Applicant.
12. The Monitor supports the approval of the transaction contemplated by the Sale Agreement.

Restricted Court Access Order

13. The Sale Agreement contains commercially sensitive information about the Applicant’s assets and the publication of this information before the completion of the transaction contemplated by the Sale Agreement could prejudice future attempts to sell the assets to the detriment of stakeholders. The sealing order is the least restrictive and prejudicial alternative to prevent the dissemination of commercially sensitive information about the Sale Agreement.

Termination of Proceedings and Approval of Fees and Activities

14. Following the closing of the transaction contemplated by the Sale Agreement, the CCAA proceedings will be substantially complete.
15. The Monitor and its affiliate, FTI Capital, have duly and properly discharged and preformed their duties and obligations in these CCAA proceedings in compliance and in accordance with the CCAA and all Orders of this Court made in these CCAA proceedings.
16. Such further and other grounds as counsel may advise and this Honourable Court may permit.

Material or evidence to be relied on:

17. Affidavit #1 of Timothy Mayne, to be sworn;
18. Bench Brief, to be filed;
19. Second Report of the Monitor, to be filed; and

20. Such further or other material or evidence as counsel may advise and this Court may permit.

Applicable Acts and Regulations:

21. *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36; and

22. Such further and other Acts and Regulations as counsel may advise and this Court may permit.

Any irregularity complained of or objection relied on:

23. None.

How the application is proposed to be heard or considered:

24. Via Webex before the Honourable Justice A. Kuntz.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes.

If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

SCHEDULE "A"
DRAFT ORDER

Clerk's Stamp:

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

APPROVAL AND VESTING ORDER

CONTACT INFORMATION OF

DLA PIPER (CANADA) LLP

PARTY FILING THIS DOCUMENT:

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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 May ◆, 2026 an unredacted copy of which is attached as Confidential Exhibit "A" (the "**Confidential Exhibit**") to Affidavit #1 of Timothy Mayne, sworn May ◆, 2026 (the "**Mayne Affidavit**") 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 Mayne Affidavit, the Confidential Exhibit, the Second Report of FTI Consulting Canada Inc., in its capacity as monitor of the Debtor (the “**Monitor**”) dated May ♦, 2026 (the “**Second Report**”), and the Affidavit of Service of Emily Nakogee, sworn May ♦, 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.

RESTRICTED COURT ACCESS

16. The Confidential Exhibit shall be sealed on the Court file and shall not form part of the public record, notwithstanding Division 4 of Part 6 of the *Alberta Rules of Court*.
17. The Clerk of this Honourable Court shall file the Confidential Exhibit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS CONFIDENTIAL EXHIBIT "A" TO THE AFFIDAVIT OF TIMOTHY MAYNE SWORN MAY ♦, 2026 (THE "**CONFIDENTIAL EXHIBIT**").

THE CONFIDENTIAL EXHIBIT IS SEALED PURSUANT TO AN ORDER ISSUED BY THE HONOURABLE JUSTICE A. KUNTZ ON MAY 6, 2026, UNTIL THE FILING OF THE MONITOR'S CLOSING CERTIFICATE CONFIRMING THAT THE TRANSACTION CONTEMPLATED BY THE SALE AGREEMENT HAS BEEN COMPLETED.

18. Any interested party may apply to this Court to vary or amend the provisions relating to the sealing of the Confidential Exhibit on not less than 7 days' notice to the Debtor and the Monitor and to any other party likely to be affected by the order sought or upon such other notice as this Court may order.

CHANGE OF NAME AND STYLE OF CAUSE

19. 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 Certificate) shall be filed using such revised title of proceedings.

MISCELLANEOUS MATTERS

20. 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.

21. 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.
22. 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.

23. 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.

24. 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
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 Toronto, ON M5X 1A4

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 / Sophie Fiddes

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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 May ◆, 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 ♦ 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 ♦ 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:

SCHEDULE "B"
DRAFT ORDER

Clerk's Stamp:

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

CCAA TERMINATION ORDER

CONTACT INFORMATION OF
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Lawyer: Carole J. Hunter
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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 "**Applicant**"), along with TRION Battery GmbH, TRION Battery Germany GmbH and TRION ENERGY SOLUTIONS CORP. (the "**Non-Applicant Stay Parties**", and collectively with the Applicant, the "**Trion Group**"); **AND UPON** noting the amended and restated initial order ("**ARIO**") granted on March 2, 2026, in these proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**"); **AND UPON** having read the Application, the Affidavit #1 of Timothy Mayne, sworn May ♦, 2026 (the

“Mayne Affidavit”), the Second Report of FTI Consulting Canada Inc. (**“FTI”**), dated May ♦, 2026 (the **“Second Report”**), in its capacity as monitor (the **“Monitor”**) the Affidavit of Service of Emily Nakogee, sworn May ♦, 2026, filed and the materials previously filed in these proceedings; **AND UPON** hearing counsel for the Applicant, counsel for the Monitor, counsel for Rockford Equity PTY Ltd., in its capacity as the DIP lender, and such other counsel or interested parties present;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. The time for service of the notice of application for this Order is hereby abridged and deemed good and sufficient and this application is properly returnable today.
2. Capitalized terms used herein have the same meaning as in the ARIO or the Second Report unless otherwise defined.

APPROVAL OF MONITOR’S REPORTS, ACTIVITIES AND FEES

3. The Pre-Filing Report of the Monitor, dated February 20, 2026, the First Report of the Monitor, dated February 27, 2026, and the Second Report, and the activities, conduct and decisions of the Monitor as set out therein are hereby ratified and approved.
4. The fees and disbursements of the Monitor and its counsel, Bennett Jones LLP, as set out in the Second Report, are hereby approved.

TERMINATION OF CCAA PROCEEDINGS

5. Upon service by the Monitor of an executed certificate substantially in the form attached hereto as Schedule “A” (the **“Termination Certificate”**) on the service list in these CCAA proceedings certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed including, without limitation the matters set out at section ♦ in the Second Report, the within CCAA proceedings shall be terminated without any further act or formality (the **“CCAA Termination Time”**), save and except as provided in this Order, and provided that nothing herein impacts the validity of any orders made in these CCAA proceedings or any action or steps taken by any person pursuant thereto.
6. The Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as practicable following the service thereof on the service list in these CCAA proceedings.

7. The Wind-Up Reserve in the amount of \$125,000 is hereby approved and shall be held in trust by the Monitor for the benefit of Persons entitled to be paid the reasonable and documented fees and costs of the Monitor and its professional advisors and the professional advisors of the Trion Group for services performed and relating to these CCAA Proceedings, including without limitation, costs required to wind down and/or dissolve and/or bankrupt the Applicant. The Monitor shall be entitled to pay the reasonable and documented fees and costs owing to such Persons from the Wind-Up Reserve without further order or direction from this Court.

DISCHARGE AND RELEASE OF MONITOR

8. Effective at the CCAA Termination Time, FTI shall be and is discharged from its duties as the Monitor in these CCAA proceedings and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that notwithstanding its discharge as Monitor, FTI shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may required or appropriate (the **“Remaining Activities”**).
9. Notwithstanding its discharge and the termination of this CCAA proceeding, nothing herein shall affect, vary, derogate from, limit or amend, and FTI and its counsel shall continue to have the benefit of, any of the protections, rights, approvals, releases, and stays of proceedings in favour of the Monitor and its legal counsel at law or pursuant to the CCAA or any order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed from and after the CCAA Termination Time, including in connection with any actions that may be taken by the Monitor following the CCAA Termination Time with respect to the Trion Group in these CCAA proceedings.
10. FTI, together with its affiliate FTI Capital Advisors – Canada ULC (**“FTI Capital”**), are hereby released and discharged from any and all liability that FTI and FTI Capital now or may hereafter have by reason of, or in any way arising out of, (i) the acts or omissions of FTI while acting in its capacity as Monitor herein and (ii) the acts or omissions of FTI Capital in implementing and conducting the sale and investment solicitation process, save and except for any gross negligence or willful misconduct on the Monitor’s or FTI Capital’s part. Without limiting the generality of the foregoing, FTI and FTI Capital are hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in the within CCAA proceedings, save and except for any gross negligence or willful misconduct on the Monitor’s or FTI Capital’s part.

11. No action or other proceeding shall be commenced against FTI or its legal counsel in any way arising from or related to FTI's capacity or conduct as Monitor, except with prior leave from this Court and not on less than ten (10) days' prior written notice to FTI and its legal counsel, as applicable.

EXTENSION OF STAY PERIOD

12. The Stay Period is hereby extended from May 15, 2026 to the earlier of May 22, 2026 and the CCAA Termination Time.

GENERAL

13. The Applicant and the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.
14. Any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
15. 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.
16. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction, to give effect to this Order and to assist the Applicant, 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 orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.
17. Each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Monitor is authorized and empowered to act as a representative in respect of the within

proceeding for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

Justice of the Court of King's Bench of Alberta

SCHEDULE "A"

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

TERMINATION CERTIFICATE

CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT:

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Email: carole.hunter@ca.dlapiper.com

File Number: 106030.00013

A. FTI Consulting Canada Inc. ("**FTI**") was appointed as the Monitor of Trion Battery Technologies Inc. (the "**Applicant**") in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Initial Order of the Honourable Justice Harris of the Court of King's Bench of Alberta (the "**Court**") on February 20, 2026, as amended and restated by the Amended and Restated Initial Order granted by the Honourable Justice J.T. Nielson of the Court on March 2, 2026 (the "**ARIO**").

B. Pursuant to an Order of the Court dated [DATE] (the "**CCAA Termination Order**"), among other things, FTI shall be discharged as Monitor and these CCAA proceedings shall be terminated upon the service of this Termination Certificate on the service list.

C. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the ARIO or the CCAA Termination Order, as applicable.

THE MONITOR CERTIFIES the following:

1. To the best of the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred upon the service of this Termination Certificate on the service list in these proceedings.

DATED at [city], [province], this _____ day of _____, 2026.

FTI CONSULTING CANADA INC.
Solely in its capacity as Monitor of the Applicant
and not in its personal or corporate capacity

Name:

Title: