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COURT FILE NUMBER  
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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

**CCAA TERMINATION ORDER**

CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT:

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File Number: 106030.00013

<b>DATE ON WHICH ORDER WAS PRONOUNCED:</b>	May 6, 2026
<b>NAME OF JUDGE WHO MADE THIS ORDER:</b>	Justice A. Kuntz
<b>LOCATION OF HEARING:</b>	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 #3 of Mark Smith, sworn May 3, 2026 (the "**Smith**

**Affidavit**”), the Second Report of FTI Consulting Canada Inc. (“**FTI**”), dated May 4, 2026 (the “**Second Report**”), in its capacity as monitor (the “**Monitor**”) the Affidavit of Service of Emily Nakogee, sworn May 4, 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 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. Any unused portion of the Wind-Up Reserve after payment for all fees and costs associated with the Wind-Up Reserve shall be transferred by the Monitor to Rockford Equity PTY Ltd. (the “**Purchaser**”) or its affiliate, as directed by the Purchaser.

#### **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, FTI Capital Advisors – Canada ULC and Bennett Jones LLP (collectively, the “**Released Parties**”), are hereby released and discharged from any and all liability that the Released Parties 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 the Released Parties in implementing and conducting the sale and investment solicitation process, save and except for any gross negligence or willful misconduct on the Released Parties’ part. Without limiting the generality of the foregoing, Released Parties 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 wilful misconduct on the Released Parties' part.

11. No action or other proceeding shall be commenced against the Released Parties 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 Released Parties, 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.

A handwritten signature in cursive script, appearing to read "Allison Kury".

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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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File Number:

A. FTI Consulting Canada Inc. ("**FTI**") was appointed as the court-appointed monitor (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 granted by 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 May 6, 2026 (the “**CCAA Termination Order**”) providing that, 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 Toronto, Ontario, this \_\_\_\_\_ day of May, 2026.

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

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Name:

Title: