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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

**PRE-FILING REPORT OF FTI CONSULTING
CANADA INC., IN ITS CAPACITY AS PROPOSED
MONITOR OF TRION BATTERY TECHNOLOGIES
INC.**

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PRE-FILING REPORT OF THE PROPOSED MONITOR

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INTRODUCTION

1. FTI Consulting Canada Inc. (“**FTI**” or the “**Proposed Monitor**”) has been informed that 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**”) intends to make an application under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an initial order (the “**Proposed Initial Order**”) granting, *inter alia*, a stay of proceedings in favour of the Trion Group for an initial ten days (the “**Stay Period**”), appointing FTI as monitor with the enhanced powers as set out in the Proposed Initial Order (in such capacity, the “**Monitor**”), approving the DIP Facility (as defined below), and approving certain priority charges over the property of the Applicant. The proceeding to be commenced by the Applicant under the CCAA is referred to herein as the “**CCAA Proceeding**”.
2. This pre-filing report of the Proposed Monitor (the “**Report**”) has been prepared to provide information to the Court of King’s Bench of Alberta (the “**Court**”) for its consideration in respect of the relief sought by the Applicant in the Proposed Initial Order.
3. The Proposed Monitor understands that the Applicant will be seeking a further order (the “**Proposed Amended and Restated Initial Order**”) at a subsequent hearing scheduled for March 2, 2026 (the “**Comeback Hearing**”), granting certain additional relief. If appointed, the Monitor intends to file a further report in advance of the Comeback Hearing to provide information on the relief sought in the Proposed Amended and Restated Initial Order.
4. The purpose of this Report is to inform the Court on the following:
 - (a) the qualifications of FTI to act as Monitor, including with certain Enhanced Powers (as defined below), and an overview of the involvement of FTI and its legal counsel, Bennett Jones LLP (“**Bennett Jones**”) with the Applicant to date;

- (b) the Applicant’s weekly cash flow forecast for the period February 21, 2026, to May 22, 2026 (the “**February 17 Forecast**”);
- (c) the Applicant’s request for and the Proposed Monitor’s recommendation in respect of:
 - (i) approval of the Proposed Initial Order, granting, *inter alia*, a stay of proceedings (the “**Stay of Proceedings**”) in favour of the Trion Group for an initial ten days;
 - (ii) certain enhanced powers to be granted to the Monitor under the Proposed Initial Order (the “**Enhanced Powers**”);
 - (iii) approval of the Debtor-in-Possession Financing Term Sheet (the “**DIP Financing Agreement**”) dated February 17, 2026, between the Applicant, as borrower, the Non-Applicant Stay Parties as guarantors, and Rockford Equity PTY Ltd. as lender (the “**DIP Lender**”);
 - (iv) granting of a priority charge in favour of the DIP Lender in the maximum amount of USD \$850,000 on all the assets, property and undertakings of the Applicant in order to secure the obligations under the DIP Financing Agreement as described below (the “**DIP Lender’s Charge**”);
 - (v) granting of a priority charge in the amount of CAD \$50,000 as security for the indemnity provided by the Applicant to its directors and officers for liabilities they may incur as directors and officers of Applicant following the commencement of the CCAA Proceedings (the “**Directors’ Charge**”); and

- (vi) granting of a priority charge in the amount of CAD \$350,000 (the “**Administration Charge**”) securing the fees and expenses of the Monitor, Bennett Jones and legal counsel of the Applicant, DLA Piper (Canada) LLP (the “**Applicant’s Counsel**”); and
- (d) the proposed conduct of the CCAA Proceeding.

TERMS OF REFERENCE

5. In preparing this Report, the Proposed Monitor has relied upon unaudited financial information of the Applicant, the Applicant’s books and records, certain financial information prepared by the Applicant and discussions with various parties (the “**Information**”).
6. Except as otherwise described in this Report:
 - (a) the Proposed Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
 - (b) the Proposed Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
7. The Proposed Monitor has prepared this Report in connection with the application for the Proposed Initial Order filed by the Applicant (the “**Initial Application**”) and should not be relied on for any other purpose.
8. Future oriented financial information reported or relied on in preparing this Report is based on the assumptions of the management of the Applicant (“**Management**”) regarding future events; actual results may vary from forecast and such variations may be material.

9. Unless otherwise stated, all monetary amounts contained herein are expressed in United States Dollars. Capitalized terms not otherwise defined herein have the meanings given to them in the affidavit of Mr. Mark Smith, Director and Chairman of the Applicant (the “**Smith Initial Affidavit**”), sworn February 18, 2026, in support of the Initial Application.

EXECUTIVE SUMMARY

10. The Proposed Monitor is of the view that:
- (a) granting the relief requested in the Proposed Initial Order will provide the Applicant with the best opportunity to preserve and maximize value for its stakeholders;
 - (b) the DIP Facility is necessary, the terms of the DIP Financing Agreement are reasonable and within market parameters, it is the best interim financing facility currently available, and no creditor will be materially prejudiced by the approval of the DIP Financing Agreement or the granting of the DIP Lender’s Charge;
 - (c) the quantum of the proposed Directors’ Charge is reasonable in relation to the quantum of the estimated potential liability during the Stay Period;
 - (d) the quantum of the proposed Administration Charge is reasonable in the circumstances; and
 - (e) the Enhanced Powers are reasonable in the circumstances.
11. Accordingly, the Proposed Monitor respectfully recommends that the Proposed Initial Order be granted by this Honourable Court.

FTI AND ITS AFFILIATES' QUALIFICATIONS TO ACT

12. FTI is a trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA. FTI has provided its consent to act as Monitor.
13. As set out in greater detail below, FTI has recently been acting as financial advisor to the Applicant and acted previously as financial advisor to the DIP Lender, for the purpose of preparing for a potential CCAA filing and is familiar with the Applicant's business and operations, certain of its personnel and key issues and stakeholders in the CCAA Proceeding. The senior FTI representative with carriage of this matter is an experienced Chartered Insolvency and Restructuring Professional and a Licensed Insolvency Trustee, who has acted in many restructurings and CCAA proceedings.

INVOLVEMENT TO DATE OF FTI

14. FTI was previously engaged as financial advisor by the DIP Lender pursuant to an engagement letter between FTI and the DIP Lender executed January 20, 2026, and provided financial advisory assistance with respect to a potential filing under the CCAA to both the DIP Lender and to the Applicant under this engagement (the "**Prior Engagement**"). FTI developed a preliminary understanding of the financial and operational challenges of the Applicant during the Prior Engagement, which will assist FTI to fulfil its duties as Monitor, if appointed.
15. The Applicant consented to the Prior Engagement and agreed that it would not assert any objection to the appointment of FTI by the Court to act as Monitor based on any claim of conflict related to the Prior Engagement. As a formal matter, FTI will terminate the Prior Engagement upon the entry of the Proposed Initial Order.

16. Neither FTI, nor any of its representatives or affiliates, have at any time in the past two years provided any accounting or auditing advice to the Applicant. Fees payable to FTI in its role as Proposed Monitor and Monitor (if appointed) will be based on hours worked multiplied by normal hourly rates. FTI is not currently and will not be in the future entitled to any success-based or other contingency-based fee related to this matter.

THE APPLICANT'S BUSINESS & AFFAIRS AND CAUSES OF INSOLVENCY

17. The business and affairs of the Applicant and the causes of its insolvency are described in detail in the Smith Initial Affidavit. The Proposed Monitor has reviewed the Smith Initial Affidavit and discussed the business and affairs of the Applicant and the causes of its insolvency with Management and is of the view that the Smith Initial Affidavit provides a fair summary thereof.

THE PROPOSED ENHANCED POWERS OF THE MONITOR

18. FTI understands that the Proposed Initial Order would grant the Monitor the Enhanced Powers which include, among other things:
- (a) facilitating funding to the Applicant pursuant to and in accordance with the DIP Financing Agreement;
 - (b) holding funds in trust or in escrow, to the extent required, to facilitate settlements between the Applicant and any other Person;
 - (c) paying the reasonable fees and disbursements of the Monitor, counsel to the Monitor and counsel to the Applicant pursuant to funding made available under and in accordance with the DIP Term Sheet and paragraph 29 of the Proposed Initial Order;
 - (d) approving the terms of a sale and investment solicitation process (a "SISP") to be undertaken by the Applicant during the CCAA Proceedings;

- (e) if approved by the Court, conducting the SISP, in consultation with the Applicant;
 - (f) communicating with the employees of the Applicant with respect to the Applicant's business and property;
 - (g) approving the termination of any employees, the amendment or termination of any contracts and the entering into any new contracts; and
 - (h) approving the engagement of any consultants or other persons proposed by the Applicant to assist with the Applicant's business and property.
19. Approval of the Enhanced Powers are a requirement under the DIP Financing Agreement and are intended to provide the DIP Lender certainty that, among other things, the CCAA Proceedings will be conducted in an efficient manner and that funds provided under the DIP Financing Agreement are directed appropriately.
20. FTI also understands the Applicant consented to the Enhanced Powers pursuant to the terms of the DIP Financing Agreement and the RSA (as defined below), and is supportive of the additional oversight given to the Monitor pursuant to the Enhanced Powers.
21. FTI believes the Enhanced Powers are appropriate in the circumstances and is prepared to act with the Enhanced Powers if they are granted by the Court.

THE FEBRUARY 17 FORECAST

22. The February 17 Forecast, together with Management's report on the cash-flow statement as required by section 10(2)(b) of the CCAA, is attached hereto as **Appendix A**. The February 17 Forecast shows a net cash outflow of approximately USD \$3.1 million for the period February 21, 2026, to May 22, 2026, excluding advances, interest and fees under the DIP Financing Agreement, and is summarized below:

For the 13-week period ending May 22, 2026	
<i>Figures in USD \$ thousands</i>	Total
Receipts	
Module Sales	41
VAT Refunds	30
Total Receipts	71
Operating Disbursements	
Material Purchases	(530)
Accrued Purchases	(285)
Salaries and Wages	(529)
Additional Production Labour	(60)
Production Overheads	(72)
Overhead Costs	(660)
Maintenance and Repairs	(100)
Total Operating Disbursements	(2,235)
Net Cash from Operations	(2,164)
Professional Fees	(610)
Contingency	(325)
Net Cash Flow	(3,099)
Cash	
Beginning Balance	23
Net Cash Flow	(3,099)
DIP Advances (Repayments)	3,126
Ending Balance	50

23. Section 23(1)(b) of the CCAA states that the Monitor shall:

“review the company’s cash-flow statement as to its reasonableness and file a report with the court on the monitor’s findings;”

24. Pursuant to section 23(1)(b) of the CCAA and in accordance with the Canadian Association of Insolvency and Restructuring Professionals Standard of Practice 09-1, the Proposed Monitor hereby reports as follows:

- (a) The February 17 Forecast has been prepared by Management of the Applicant for the purpose described in Note 1, using the probable assumptions and the hypothetical assumptions set out in Notes 1 to 7 thereof.
- (b) The Proposed Monitor's review consisted of inquiries, analytical procedures and discussion related to information supplied by certain of Management and employees of the Applicant. Since hypothetical assumptions need not be supported, the Proposed Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the February 17 Forecast. The Proposed Monitor has also reviewed the support provided by Management for the probable assumptions, and the preparation and presentation of the February 17 Forecast.
- (c) Based on its review, nothing has come to the attention of the Proposed Monitor that causes it to believe that, in all material respects:
 - (i) the hypothetical assumptions are not consistent with the purpose of the February 17 Forecast;
 - (ii) as at the date of this Report, the probable assumptions developed by Management are not suitably supported and consistent with the plans of the Applicant or do not provide a reasonable basis for the February 17 Forecast, given the hypothetical assumptions; or
 - (iii) the February 17 Forecast does not reflect the probable and hypothetical assumptions.

- (d) Since the February 17 Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, the Proposed Monitor expresses no assurance as to whether the February 17 Forecast will be achieved. The Proposed Monitor expresses no opinion or other form of assurance with respect to the accuracy of any financial information presented in this Report, or relied upon by the Proposed Monitor in preparing this Report.
- (e) The February 17 Forecast has been prepared solely for the purpose described in Note 1 of the February 17 Forecast and readers are cautioned that it may not be appropriate for other purposes.

THE DIP FINANCING AGREEMENT AND PROPOSED DIP LENDER'S CHARGE

THE DIP FINANCING SELECTION PROCESS

- 25. Unless otherwise defined or specified, capitalized terms used in this section of this Report are as defined in the DIP Financing Agreement, a copy of which is attached as Exhibit G to the Smith Initial Affidavit.
- 26. As described in the Smith Initial Affidavit, the Applicant engaged in an informal interim financing solicitation process and received, actively exchanged and negotiated terms with certain third parties and creditors, including the DIP Lender.
- 27. In the weeks leading up to the commencement of the CCAA Proceedings, a number of interested third parties and other creditors indicated they would not be willing to provide interim financing, and the Applicants ultimately only received a financing proposal from the DIP Lender.
- 28. The DIP Lender initially submitted a DIP term sheet that was accompanied by a restructuring support agreement, both of which were negotiated between the DIP Lender and the Applicant regarding conditions precedent, and financial and reporting covenants.

29. The Applicant carefully considered its strategic alternatives and ultimately selected the DIP Financing Agreement from the DIP Lender as it was determined, in the business judgement of the board of directors of the Applicant, to be the best available solution in the circumstances given:
- (a) the size of the DIP facilities and the resultant relative potential prejudice to stakeholders;
 - (b) the cash costs associated with the DIP proposal;
 - (c) the terms, conditions, covenants and events of defaults in the DIP Financing Agreement;
 - (d) the relative degree of potential operational disruption resulting from the DIP Financing Agreement;
 - (e) the continued availability of operating liquidity under the DIP Financing Agreement; and
 - (f) the lack of other potential DIP financing that would be sufficient to complete a restructuring.

THE DIP FINANCING AGREEMENT

30. Subject to the terms and conditions of the DIP Financing Agreement, the DIP Lender has agreed to lend to the Applicant up to USD \$3.1 million for the following purposes (in each case in accordance with the DIP Budget):
- (a) to fund working capital needs of the Applicant;
 - (b) to pay the reasonable and documented professional and advisory fees and expenses (including legal fees and expenses) of the Applicant and the Monitor;

- (c) to pay the recoverable expenses, including reasonable professional fees incurred by the DIP Lender in connection with the administration of the DIP Facility, the Initial Order, the ARIO, the DIP Lender's Charge (as defined above) and with the enforcement of the DIP Lender's rights and remedies, including all reasonable legal fees and disbursements incurred by the DIP Lender (the "**Recoverable Expenses**"); and
 - (d) to fund such other costs and expenses of the Applicant as may be agreed to by the DIP Lender, in writing.
- 31. The Applicant is required to use the proceeds from DIP Advances (as defined below) solely in accordance with the DIP Budget subject to the permitted variance (the "**Permitted Variance**"), being a variance of not more than 15% in the aggregate on a cumulative basis with a floor of USD \$100,000 since the beginning of the period covered by the applicable DIP Budget.
- 32. The DIP Facility will be made available by way of two or more advances (the "**DIP Advances**"):
 - (a) A First Advance in the principal amount of USD \$850,000 to be advanced no later than one (1) day following the Initial Order having been issued in substantially the form attached as a schedule to the DIP Financing Agreement;
 - (b) Additional Advances of the remaining balance of the DIP Facility are to be made following the issuance of the ARIO.
- 33. The DIP Financing Agreement requires that the DIP Facility be secured by the DIP Lender's Charge with priority over all existing liens and charges, and subject only to the Administration Charge.
- 34. Interest is payable on the: (a) principal amount of DIP Advances; and (b) overdue interest, fees (including the Commitment Fee, as defined below) and Recoverable Expenses outstanding from time to time at a rate equal to 13.5% *per annum*.

35. In addition, the DIP Agreement contains a commitment fee (the “**Commitment Fee**”) in an amount equal to 3.0% of the amount advanced under the DIP Facility. The Commitment Fee will be fully earned and payable upon any DIP Advance being made to the Applicant.
36. In addition to other typical positive and negative covenants required to be performed by the Applicant, under the DIP Facility Agreement the Applicant is also required to:
- (a) obtain the Initial Order by February 20, 2026, and the Amended and Restated Initial Order by no later than March 2, 2026;
 - (b) comply with the DIP Budget subject to the Permitted Variance;
 - (c) deliver weekly status updates regarding the status of the CCAA Proceedings;
 - (d) develop a SISP in consultation with the Monitor and the DIP Lender to be approved by the Court by March 2, 2026;
 - (e) bring a motion seeking approval and vesting order(s) approving a sale or similar transaction in respect of all or substantially all of the Applicants business and property, and a distribution order authorizing the distribution of the proceeds of such to the Applicant’s creditors by no later than May 1, 2026;
 - (f) pay all taxes which may rank in priority to the DIP Lender’s Charge as and when such amounts are due; and
 - (g) not make any changes to composition of the board of directors of the Applicant other than pursuant to an order of the Court.
37. The DIP Obligations are repayable by the Applicant in full on the Maturity Date, being the earliest to occur of:
- (a) the closing of a transaction in respect of all or substantially all of the assets, properties, and undertakings of the Applicant, which transaction shall be repay the DIP Lender in full in cash or otherwise be acceptable to the DIP Lender;

- (b) the occurrence of an Event of Default, subject to a cure period of three (3) business days, beginning on the date of the occurrence of such Event of Default; and
 - (c) May 15, 2026.
38. The DIP Financing Agreement also contains a number of Events of Default including, among others:
- (a) failure of the Applicant to obtain the Initial Order or the ARIIO, in form and substance satisfactory to the DIP Lender, on or before February 20, 2026 and March 2, 2026, respectively; and
 - (b) failure of the Applicant to operate in accordance with the DIP Budget, subject to the Permitted Variance.
39. The DIP Financing Agreement contains other terms, conditions, covenants, representations and warranties, events of default and remedies which are, in the Proposed Monitor's view, customary for this type of financing, including the granting of the DIP Lender's Charge.

THE RESTRUCTURING SUPPORT AGREEMENT

40. In connection with the commencement of the CCAA Proceedings and as condition to the DIP Financing Agreement, the Applicant, and the Non-Applicant Stay Parties entered into a Restructuring Support Agreement (the "**RSA**") with the Applicant's largest creditors, Tribeca Investment Partners Pty Ltd as investment manager for Tribeca Global Natural Resources Fund, Tribeca Global Natural Resources Segregated Portfolio, Tribeca Special Opportunities Fund SP, Tribeca Global Natural Resources Limited, Tribeca 2050 SPV Trust and Tribeca Partners Fund, (collectively, the "**Tribeca Entities**"), and Rockford Equity PTY Ltd., an affiliate of the Tribeca Entities (and, together with the Tribeca Entities, the "**Tribeca Group**"). The RSA outlines the terms on which the Tribeca Group is prepared to support and finance, through the DIP Lender, the Applicant's restructuring process under the CCAA, including the commencement of a SISF.

41. Additional details in respect of the RSA are contained in the Smith Initial Affidavit.

THE PROPOSED MONITOR’S COMMENTS AND RECOMMENDATION REGARDING THE PROPOSED INTERIM FINANCING

42. Section 11.2(4) of the CCAA, sets out certain factors that should be considered, among other things, in deciding whether to make an order granting an interim financing charge. These factors, and the Proposed Monitor’s comments thereon, are addressed in turn below.

The period during which the company is expected to be subject to proceedings under the CCAA

43. As discussed in this Report, the Applicant is expected to seek approval of a SISP at the Comeback Hearing. If a SISP is approved, the deadline for binding bids will be May 1, 2026, and the closing of a transaction or transactions is to occur by no later than May 15, 2026.
44. Based on the February 17 Forecast and subject to its underlying assumptions, and the timing to be provided for in a SISP, if approved by the Court, it is believed that the DIP Financing Agreement provides sufficient liquidity to fund the Applicant’s operations and the costs of the CCAA Proceedings until May 22, 2026.

How the company’s business and affairs are to be managed during the proceedings

45. The Proposed Monitor understands that provided that the Directors’ Charge is granted, the Applicant’s board of directors will remain in place to manage the business and affairs of the Applicant during the CCAA Proceedings.
46. Subject to Court approval, the Proposed Monitor will be granted the Enhanced Powers, including consent rights over certain material business decisions.

Whether the company’s management has the confidence of its major creditors

47. The largest creditor group of the Applicant, the Tribeca Group, is supportive of the Applicant’s restructuring proceedings under the CCAA and has entered into the RSA and provided the DIP Financing to support such process.

Whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the company

48. Without the DIP Financing, the Applicant would, in the very near future, exhaust its available liquidity resources and be unable to pay its obligations as they become due, continue operations, maintain its assets, undertake a SISP or complete any restructuring transaction. The DIP Financing will allow the Applicant to order additional materials necessary to increase production and accordingly, the Proposed Monitor is of the view that approval of the DIP Financing Agreement will enhance the prospects of preservation and expansion of the business and operations of the Applicant for the benefit of a SISP.

The nature and value of the company's property

49. The Applicant's assets are described in the Smith Initial Affidavit and consist primarily of battery technology intellectual property, battery manufacturing operations (including skilled staff) and machinery and equipment in Germany. The Applicant is currently operating at a loss due to its limited scale, but believes profitability can be achieved through increased production volumes. The market value of the Applicant's property will be finally determined through a SISP.
50. Nothing has come to the attention of the Proposed Monitor in respect of the nature of the Applicant's property that, in the Proposed Monitor's view, requires particular consideration in connection with the DIP Lender's Charge.

Whether any creditor would be materially prejudiced as a result of the proposed charge

51. The proposed DIP Facility would provide the Applicant the opportunity to undertake a SISP and to complete a transaction under the CCAA.
52. The proposed DIP Lender's Charge will secure the advances under the DIP Facility to a maximum of USD \$850,000, plus fees, interest and the Recoverable Expenses. Advances under the DIP Facility would be limited to the First Advance of USD \$850,000 prior to the Comeback Hearing.

53. The amount of the First Advance is based on the February 17 Forecast with a view to ensuring that the Applicant would have sufficient funds to operate until receipt of the next available advance under the DIP Financing Agreement, assuming the Amended and Restated Initial Order is approved at the Comeback Hearing.
54. The Proposed Monitor is of the view that, in the circumstances of this case, no creditor would be materially prejudiced as a result of the proposed charge and that any potential detriment caused to the Applicant's creditors by the DIP Lender's Charge should be outweighed by the benefits that it creates.

Other potential considerations – Terms and Pricing

55. The Proposed Monitor has reviewed data on the terms of interim financings approved in Canadian restructuring proceedings based on information publicly available. A summary of such data in respect of comparable interim financings approved between January 1, 2018 and December 31, 2025, is attached hereto as **Appendix B**.
56. Based on the information available, the Proposed Monitor has compared the cost of the DIP Facility to that of other approved interim financings. As illustrated in the chart below, the cost of the DIP Facility appears to be within the range of costs, in terms of annualized interest and fees, for interim financings of similar size approved in other Canadian restructuring proceedings:

	Interest Rate	Commitment Fee
Maximum	18.5%	5.6%
Average	13.1%	2.3%
Minimum	9.0%	0.4%
<i>DIP Financing Agreement</i>	<i>13.5%</i>	<i>3.0%</i>

57. Based on the foregoing, the Proposed Monitor is of the view that the terms of the DIP Financing Agreement are within market parameters in respect of interest and fees. As noted above, the DIP Financing is the only interim financing available to the Applicant at this time.

The Proposed Monitor's Recommendation

58. Based on the foregoing, the Proposed Monitor respectfully recommends that the Court grant the Applicant's request for approval of the DIP Financing Agreement and the granting of the DIP Lender's Charge.

THE DIRECTORS' CHARGE

59. The Applicant is seeking the granting of the Directors' Charge in the amount of CAD \$50,000 with priority over all claims against the property of the Applicant other than the Administration Charge and the DIP Lender's Charge.
60. The beneficiaries of the Directors' Charge, if granted, would be the directors and officers of the Applicant. It is the Proposed Monitor's view that the continued support and services of the directors and officers during the CCAA Proceeding is necessary to the Applicant's efforts to preserve value and maximize recoveries for stakeholders. The Proposed Monitor has been informed that the directors and officers will not continue to serve unless the Directors' Charge is granted.
61. The quantum of the proposed Directors' Charge is based on estimated amounts for which directors could potentially have statutory personal liability that could be outstanding during the Stay Period:
- (a) wages, salaries and applicable withholdings;
 - (b) sales taxes; and
 - (c) accrued vacation pay.
62. The Proposed Monitor notes that the directors and officers will only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any existing insurance policy, or to the extent that such coverage is insufficient to pay amounts for which the directors and officers are entitled to be indemnified pursuant to the provisions of the Proposed Initial Order.

63. Accordingly, the Proposed Monitor respectfully recommends that the Applicant's request for the Directors' Charge be granted by this honourable Court.

THE ADMINISTRATION CHARGE

64. The Applicant is seeking the granting of an Administration Charge in the amount of CAD \$350,000 in the Proposed Initial Order, with priority over all claims against the property of the Applicant.
65. The beneficiaries of the Administration Charge, if granted, would be the Monitor, Bennett Jones and the Applicant's Counsel. The Proposed Monitor believes that it is appropriate that the proposed beneficiaries of the Administration Charge be afforded the benefit of a charge as they will be undertaking a necessary and integral role in the CCAA Proceeding.
66. The Proposed Monitor has reviewed and considered the underlying assumptions upon which the Applicant has based the quantum of the proposed Administration Charge, the complexities of the CCAA Proceedings and the services to be provided by the beneficiaries of the Administration Charge and is of the view that the proposed quantum of the Administration Charge in the Proposed Initial Order is reasonable and appropriate in the circumstances.
67. Accordingly, the Proposed Monitor respectfully recommends that the Applicant's request for the Administration Charge be granted by this honourable Court.

THE PROPOSED CONDUCT OF THE CCAA PROCEEDINGS

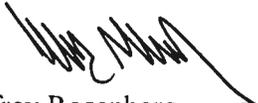
68. As described in the Smith Initial Affidavit, at the Comeback Hearing the Applicant intends to seek, among other things:
- (a) an extension of the Stay of Proceedings to May 1, 2026;

- (b) authorization to borrow up to the full USD \$3.1 million available under the DIP Financing Agreement and a corresponding increase in the DIP Lender's Charge; and
 - (c) approval of a SISP to solicit interest in a sale or other restructuring transaction in respect of the Trion Group.
69. The Monitor will provide a report with its recommendations on the proposed additional relief prior to the Comeback Hearing.

The Proposed Monitor respectfully submits to the Court this, its Pre-Filing Report.

Dated this 19th day of February, 2026.

FTI Consulting Canada Inc.
In its capacity as Proposed Monitor of
Trion Battery Technologies Inc.



Jeffrey Rosenberg
Senior Managing Director



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Managing Director

Appendix A - The February 17 Forecast

Trion Battery Technologies Inc. (the "Applicant")
Consolidated Cash Flow Projections [1]
Figures in USD \$ thousands

Forecast Week Ending	Feb 27	Mar 6	Mar 13	Mar 20	Mar 27	Apr 3	Apr 10	Apr 17	Apr 24	May 1	May 8	May 15	May 22	Total
Forecast Week	1	2	3	4	5	6	7	8	9	10	11	12	13	CCAA
	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	CCAA	
Receipts														
Module Sales [2]	-	-	-	-	-	6	6	6	6	5	5	5	5	41
VAT Refunds [3]	-	-	-	10	-	-	-	10	-	-	-	10	-	30
Total Receipts	-	-	-	10	-	6	6	16	6	5	5	15	5	71
Operating Disbursements														
Material Purchases [4]	(209)	-	-	-	(161)	-	-	-	(161)	-	-	-	-	(530)
Accrued Purchases [5]	-	-	(285)	-	-	-	-	-	-	-	-	-	-	(285)
Salaries and Wages [6]	(68)	-	(68)	-	(75)	-	(75)	-	(81)	-	(81)	-	(81)	(529)
Additional Production Labour [7]	-	(5)	-	(5)	-	(10)	-	(10)	-	(15)	-	(15)	-	(60)
Production Overheads [8]	-	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(8)	(8)	(8)	(8)	(72)
Overhead Costs [9]	(27)	(119)	(11)	(66)	(27)	(184)	(11)	(6)	(27)	(154)	(11)	(6)	(11)	(660)
Maintenance and Repairs [10]	-	-	(50)	-	(50)	-	-	-	-	-	-	-	-	(100)
Total Operating Disbursements	(304)	(129)	(419)	(76)	(317)	(199)	(91)	(21)	(273)	(177)	(100)	(29)	(100)	(2,235)
Net Cash from Operations	(304)	(129)	(419)	(66)	(317)	(193)	(85)	(5)	(267)	(172)	(95)	(15)	(95)	(2,164)
Professional Fees [11]	(53)	(53)	(53)	(53)	(53)	(53)	(53)	(53)	(53)	(34)	(34)	(34)	(34)	(610)
Contingency [12]	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(25)	(325)
Net Cash Flow	(382)	(206)	(497)	(144)	(395)	(271)	(163)	(83)	(345)	(231)	(154)	(73)	(154)	(3,099)
Cash														
Beginning Balance	23	491	285	50	50	50	50	50	50	50	50	50	50	23
Net Cash Flow	(382)	(206)	(497)	(144)	(395)	(271)	(163)	(83)	(345)	(231)	(154)	(73)	(154)	(3,099)
DIP Advances	850	-	262	144	395	271	163	83	345	231	154	73	154	3,126
Ending Balance	491	285	50	50	50	50	50	50	50	50	50	50	50	50

Notes to the Consolidated Cash Flow Projections

[1] The purpose of the Cash Flow Projections is to estimate the liquidity requirements of the consolidated Trion Group during the forecast period. The forecast above is presented in thousands of US Dollars.

[2] Forecasted receipts include collections from sales of approximately 40 batteries. The timing of receipts assumes 30 days' collection period.

[3] VAT refunds are earned on net purchases made in Germany and remitted to the Trion Group monthly. VAT refunds are estimated based on historical average collections.

[4] Material purchases are required to be made in advance of shipment of goods due to unwillingness of suppliers to provide credit to the Applicant. Three substantial orders are expected to be made during the 13-week period.

[5] Accrued purchases relate to outstanding payables at the German manufacturing facility.

[6] Salaries and Wages include production, overhead and consultant wages; the Applicant expects to increase production during the 13-week period to meet customer demand during the summer sales season.

[7] Additional production labour is expected to be required to facilitate the production planned during the 13-week period.

[8] Production overheads include general overhead supplies.

[9] Overhead costs include rent, utilities, IT, insurance, marketing, licensing, and director fees (go-forward fees only).

[10] Maintenance and repairs of the manufacturing equipment in the German manufacturing facility; costs are to be incurred as needed to ensure machinery and equipment is in full productive capacity.

[11] Professional fees include the Monitor, Monitor's counsel, and Applicant counsel costs.

[12] Contingency for unforeseen costs.

Alberta
COURT OF KING'S BENCH OF ALBERTA

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 TRION BATTERY TECHNOLOGIES INC. (the
"Applicant")

MANAGEMENT'S REPORT ON CASH FLOW STATEMENT
(paragraph 10(2)(b) of the CCAA)

In connection with the application by the Applicant for the commencement of proceedings under the *Companies' Creditors Arrangement Act*, the management of the Applicant have prepared the attached 13-week projected cash flow statement for the period February 21, 2026 to May 22, 2026 (the "February 17 Forecast") and the list of assumptions on which the February 17 Forecast is based. The purpose of the February 17 Forecast is to determine the liquidity requirements of the Applicant during the CCAA proceedings.

The Applicant confirms that the hypothetical assumptions on which the February 17 Forecast is based are reasonable and consistent with the purpose described herein, and the probable assumptions are suitably supported and consistent with the plans of the Applicant and provide a reasonable basis for the projections. All such assumptions are disclosed in notes to the February 17 Forecast (the "Notes").

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The February 17 Forecast has been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the February 17 Forecast may not be appropriate for other purposes.

Dated at Calgary, in the province of Alberta, this 19th day of February, 2026

Per: 
Name: BEN KIM
Title: CFO

Appendix B – Interim Financing Data

Trion Battery Technologies Inc.
Summary of comparable DIP financing facilities

Debtor	Lender	Filing Date	Jurisdiction	Industry	DIP Loan (CAD \$ millions) [1]	Interest Rate [2]	Commitment Fee (%) [3]
Hakim Optical Laboratory Limited, Lawrence Ophthalmic Lab Inc., and Hakim Optical Worldwide Lenses Inc.	1001112855 Ontario Inc.	15-May-25	Ontario	Manufacturing	2.80	10.9%	3.5%
Shaw-Almex Industries Limited and Shaw Almex Fusion, LLC	RBC	13-May-25	Ontario	Technology	1.00	12.0%	2.0%
Pelican International Inc., Pelican US Topco LLC, Confluence Outdoor Inc.	NBC, BMO, Desjardins, TD Bank	19-Mar-25	Quebec	Manufacturing	4.50	12.0%	0.4%
Brands International Corporation	AMG Global Holdings ULC	24-Dec-24	Ontario	Manufacturing	0.50	12.0%	2.0%
Pluribus Technologies Inc. et al.	Evergreen Gap Debt GP Inc., as Agent for itself and on behalf of Evergreen Gap Debt	17-Dec-24	Ontario	Technology	2.50	18.0%	3.5%
Felix Payment Systems Ltd.	Jake Boxer, the CA Mordy Legacy Trust, and PEL Chartered Professional Accountants Inc.	25-Nov-24	British Columbia	Technology	2.10	18.0%	2.0%
Taiga Motors Corporation et al.	EDC	10-Jul-24	Quebec	Manufacturing	4.40	14.0%	2.4%
Eastern Meat Solutions Inc. et al.	BMO	17-May-24	Ontario	Food Manufacturing	3.35	12.0%	2.0%
Aereus Technologies Inc.	1000608245 Ontario Inc.	31-Jul-23	Ontario	Manufacturing	0.78	15.0%	2.0%
Swarmio Inc. et al.	Triaccess Ltd.	21-Jun-23	Ontario	Technology	1.50	12.0%	2.0%
Gesco Industries Inc., Gesco GP ULC and Tierra Sol Ceramic Tile Ltd.	BNS	19-May-23	Ontario	Manufacturing & Distribution	8.60	12.7%	0.6%
FlexITy Solutions Inc. and FlexITy Holdings Inc.	BHG-BC Holdings Ltd.	27-Mar-23	Ontario	Technology	1.10	15.0%	2.5%
Digitcom Telecommunications Inc.	TD Bank	31-Oct-22	Alberta	Technology	0.45	11.0%	5.6%
iS5 Communications Inc.	Phoenix Contact Venture Funds I GmbH	5-Aug-22	Ontario	Technology	1.53	14.0%	2.0%
Behr Technologies Inc.	13486826 Canada Inc.	3-Dec-21	Ontario	Technology	0.80	12.0%	1.0%
Rockshield Engineered Wood Products	Hillmount Capital Inc.	8-Feb-21	Ontario	Manufacturing	1.50	11.0%	2.0%
UrtheCast Corp.	1) 1262743 B.C. Ltd. 2) HCP-FVL, LLC	4-Sep-20	British Columbia	Technology	6.95	18.0%	3.0%
HealthChain	REDDS Technology Fund I LP	28-Feb-20	Ontario	Technology	0.20	10.0%	2.0%
101098672 Saskatchewan Ltd., Morris Industries Ltd., Morris Sales and Service Ltd., Contour Realty Inc. and Morris Industries (USA) Inc.	BMO	8-Jan-20	Saskatchewan	Manufacturing	5.70	12.0%	2.8%
Argex Titanium Inc.	11345974 Canada Inc.	2-Jul-19	Quebec	Technology	1.50	18.5%	2.0%
Stantive Technologies Group Inc.	1968392 Ontario Inc. and 233073 Ontario Inc.	14-Nov-18	Ontario	Technology	0.80	12.0%	2.0%
Aspen Air	C.F. Capital Corporation	12-Jun-18	Alberta	Manufacturing	0.25	10.0%	2.0%
Bioamber Canada & Bioamber Sarnia Inc.	Maynbridge Capital	24-May-18	Ontario	Manufacturing	3.50	9.0%	3.0%
<i>Maximum</i>						<i>18.5%</i>	<i>5.6%</i>
<i>Average</i>						<i>13.1%</i>	<i>2.3%</i>
<i>Minimum</i>						<i>9.0%</i>	<i>0.4%</i>

Notes

[1] US dollar denominated loans are translated at 1.39 USD/CAD. Certain DIP Loans are presented as the maximum draw reported in the latest court materials.

[2] Interest rates that are determined by a benchmark rate (i.e. prime rate, SOFR) were calculated as of the respective filing date.

[3] Strictly considers commitment fees; excludes other fees and costs recoverable by DIP Lenders.