

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

LI-CYCLE HOLDINGS CORP., *et al.*,

Debtors in a Foreign Proceeding.

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) Chapter 15  
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) Case No. 25-10991 (PB)  
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) (Jointly Administered)  
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**ORDER GRANTING MOTION FOR ENTRY  
OF AN ORDER (I) RECOGNIZING AND GIVING  
EFFECT TO THE CANADIAN COURT’S APPROVAL  
AND VESTING ORDER, (II) APPROVING THE SALE  
OF THE U.S. TRANSFERRED EQUITY INTERESTS AND THE  
PURCHASED ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS  
AND ENCUMBRANCES, (III) APPROVING DISMISSAL PROCEDURES  
FOR CHAPTER 15 DEBTOR LI-CYCLE INC., (IV) RECOGNIZING AND  
GIVING EFFECT TO THE CANADIAN COURT’S PRIORITY CLAIMS AND  
CURE AMOUNTS PROCEDURE ORDER AND (V) GRANTING RELATED RELIEF**

Upon the motion, dated June 23, 2025 (the “Motion”)<sup>1</sup> of the Foreign Representative for entry of an order (this “Order”) under Sections 105(a), 305, 363(b), (f), (m) and (n), 365, 1501, 1507, 1514, 1520, 1521, 1525 and 1527 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) (i) recognizing and giving effect in the United States to the AVO entered by the Canadian Court on the docket of the Canadian Proceedings on August 1, 2025, a copy of which is attached hereto as **Exhibit 1**; (ii) approving, under Sections 1520 and 363 of the Bankruptcy Code, the sale of the Chapter 15 Debtors’ rights, title and interests in and to the U.S. Transferred Equity Interests and the Purchased Assets, free and clear of all liens, claims, encumbrances and other interests

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(other than Permitted Encumbrances); (iii) approving the dismissal procedures for Chapter 15 Debtor U.S. SpokeCo; (iv) recognizing and giving effect within the territorial jurisdiction of the United States to the CCAA “Priority Claims and Cure Amounts Procedure Order” (the “PCCAPO”), attached hereto as **Exhibit 3**; (v) granting the Releases; and (vi) granting such other relief as the Court deems just and proper, all as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 157 and 1334; and venue being proper before this Court pursuant to 28 U.S.C. § 1410; the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and a hearing (the “Hearing”) having been held on August 4, 2025 to consider the relief requested in the Motion; and all objections to the Motion having been withdrawn and/or resolved at the Hearing; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Chapter 15 Debtors, their creditors, and other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon the record of the Hearing and all of the proceedings had before the Court; and due and sufficient cause appearing therefor,

**BASED UPON THE RECORD ESTABLISHED AT THE HEARING ON THE MOTION; THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

A. On May 22, 2025, the Canadian Court entered an order (the “SISP Order”) that, among other things: (i) authorized the Chapter 15 Debtors to implement a sale and investment solicitation process (the “SISP”) in accordance with the terms thereof; (ii) authorized the Chapter 15 Debtors to enter into the Stalking Horse Agreement and approved such agreement to act as the stalking horse bidder in the SISP; and (iii) provided other relief as set forth therein.

B. On May 23, 2025, this Court entered the *Order Granting Recognition of Foreign Main Proceedings and Related Relief*, dated May 23, 2025 (Dkt. No. 59) (the “May 23 Recognition Order”), which is incorporated herein by reference, finding that the Chapter 15 Debtors had satisfied the requirements of, among others, Sections 105, 1507, 1519, 1520 and 1521 of the Bankruptcy Code. The May 23 Recognition Order shall continue in effect in all respects except to the extent this Order directly modifies or directly contradicts the May 23 Recognition Order.<sup>2</sup>

C. On May 23, 2025, this Court entered the *Order Granting Motion for Entry of an Order (I) Recognizing and Giving Effect to the Sale and Investment Solicitation Process Order and (II) Granting Related Relief*, dated May 23, 2025 (Dkt. No. 61) (the “SISP Recognition and 363 Order”), incorporated herein by reference, finding that the Chapter 15 Debtors had satisfied the requirements of, among others, Sections 105, 363, 1520 and 1521 of the Bankruptcy Code. Such SISP Recognition and 363 Order shall continue in effect in all respects except to the extent this Order directly modifies or directly contradicts such SISP Recognition and 363 Order.

D. On June 9, 2025, the Canadian Court granted the PCCAPO, attached hereto as **Exhibit 3**, which, among other things, establishes the procedures for (i) the determination of the Cure Amounts for certain Assumed Contracts (as defined in the PCCAPO) (the “Cure Amounts Determination Procedure”) and (ii) the identification and resolution of Priority Claims (as defined

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<sup>2</sup> As of the entry of this Order, there is a pending request for Chapter 15 recognition of the proceedings pending in Canada for Global HQ and Canada SpokeCo, as set forth in the *Notice of Presentment of Verified Petition of Global HQ and Canada SpokeCo for Recognition of Foreign Main Proceedings Under 11 U.S.C. §§ 1515 and 1517 and for Related Relief Pursuant to 11 U.S.C. §§ 105(a), 1507(a), 1520 and 1521*, dated June 17, 2025 (Dkt. No. 70) (the “June 17 Verified Petition”). The AVO, entered by the Canadian Court on August 1, 2025, grants certain relief with respect to Global HQ and Canada SpokeCo. If Chapter 15 recognition is granted to the proceedings pending in Canada for Global HQ and Canada SpokeCo, then this Order shall also be deemed to apply to each of Global HQ and Canada SpokeCo with full force and effect.

in the PCCAPO) against the Chapter 15 Debtors (the “Priority Claims Procedure” and together with the Cure Amounts Determination Procedure, the “Procedures”). Furthermore, the PCCAPO provides that, upon the conclusion of these Procedures, parties are bound by the determinations of their claims.

E. On August 1, 2025, the Canadian Court granted the AVO which, among other things: (i) approved the sale transactions contemplated by the Stalking Horse Agreement, a copy of which is attached hereto as **Exhibit 2**; (ii) vested all of the Chapter 15 Debtors’ rights, title and interests in and to the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property in and to the Buyer, as applicable, free and clear of all Claims and Encumbrances (each as defined in the AVO); and (iii) ordered the assumption and assignment of the Assumed Contracts and the Consent Required Assumed Contracts, notwithstanding any restriction or prohibition contained in any such Consent Required Assumed Contracts relating to the assignment thereof, including, without limitation, any provision relating to change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to the assignment subject to the payment of the Cure Amounts.

F. Notice of the Motion, the Hearing, the AVO and the PCCAPO was proper, timely, adequate and sufficient under the circumstances of these Chapter 15 Cases, and complied with the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, as applicable, and no other or further notice of the Motion, the Hearing, the AVO, the PCCAPO or the entry of this Order shall be required.

G. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a).

H. The relief granted herein is necessary and appropriate, is in the interest of the public, promotes international comity, and is warranted under Sections 105(a), 305, 363(b), (f), (m) and (n), 365, 1501, 1507, 1514, 1520, 1521, 1525 and 1527 of the Bankruptcy Code.

I. Based on the information contained in the Motion and the record made at the Hearing, the Chapter 15 Debtors and their advisors, in consultation with the Monitor, conducted the SISP to solicit interest in the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property in accordance with the terms of the SISP Order and the SISP Recognition and 363 Order, and such process was non-collusive, duly noticed and provided a reasonable opportunity to prospective bidders to make an offer to purchase the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property. The Foreign Representative and the Monitor have recommended the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property pursuant to the Stalking Horse Agreement, and it is appropriate that the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property be sold to the Buyer on the terms and subject to the conditions set forth in the Stalking Horse Agreement and the AVO.

J. Based on the information contained in the Motion and the record made at the Hearing, the relief granted herein relates to assets and interests that, under the laws of the United States, may be administered in the Canadian Proceedings.

K. The Chapter 15 Debtors' entry into and performance under the Stalking Horse Agreement and related agreements: (i) constitute a sound and reasonable exercise of the Chapter 15 Debtors' business judgment; (ii) provide value and are beneficial to the Chapter 15 Debtors and are

in the best interests of the Chapter 15 Debtors and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. The consideration provided by the Buyer for the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property under the Stalking Horse Agreement constitutes fair consideration and reasonably equivalent value for the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property under the Bankruptcy Code and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

L. The Buyer has not, and shall not be deemed to be, a mere continuation, and is not holding itself out as a mere continuation, of any of the Chapter 15 Debtors and there is no continuity between the Buyer and the Chapter 15 Debtors. The Transaction does not amount to a consolidation, merger or *de facto* merger of the Buyer and any of the Chapter 15 Debtors.

M. Time is of the essence in consummating the Transaction. To maximize the value of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, it is essential that the Transaction occur and be recognized and enforced in the United States promptly. The Foreign Representative, on behalf of the Chapter 15 Debtors, has demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the Transaction as contemplated by the Stalking Horse Agreement. Accordingly, there is cause to waive the stay that would otherwise be applicable under Bankruptcy Rules 6004(a) and 6004(h), and accordingly, the Transaction contemplated by the Stalking Horse Agreement, the AVO and related agreements can be closed as soon as reasonably practicable after entry of this Order.

N. Based upon information contained in the Motion, the other pleadings filed in these Chapter 15 Cases and the record made at the Hearing, the Stalking Horse Agreement and the Transaction contemplated therein were negotiated, proposed, and entered into by the Chapter 15 Debtors and the Buyer in good faith and without collusion. The Buyer is a “good faith purchaser” within the meaning of Section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Neither the Chapter 15 Debtors, the Foreign Representative, nor the Buyer have engaged in any conduct that would cause or permit the Stalking Horse Agreement or the consummation of the Transaction to be avoided or costs and damages to be imposed under Section 363(n) of the Bankruptcy Code. The Stalking Horse Agreement was not entered into for the purpose of hindering, delaying or defrauding any present or future creditors of the Chapter 15 Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof or the District of Columbia.

O. The Foreign Representative, on behalf of itself and the Chapter 15 Debtors, may sell the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property free and clear of all liens, claims (as defined in Section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Chapter 15 Debtors, the Purchased Assets or the U.S. Transferred Equity Interests, whether arising prior to or subsequent to the commencement of the Canadian proceedings and these Chapter 15 Cases, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured, legal, equitable, possessory or otherwise, actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, complaint, suit, investigation, dispute, petition or proceeding by or before any governmental authority or Person at law or in equity, whether imposed by agreement, understanding, law, equity

or otherwise, and any claim or demand resulting therefrom, other than the Permitted Encumbrances, because with respect to each creditor asserting any liens, claims, encumbrances, and other interests, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor that did not object to the Motion is deemed to have consented to the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property and the vesting of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property in and to the Buyers free and clear of all Liens, Claims and Encumbrances and other interests (other than the Permitted Encumbrances) pursuant to Section 363(f)(2) of the Bankruptcy Code.

P. The total consideration to be provided under the Stalking Horse Agreement reflects the Buyer's reliance on this Order and the AVO to provide it, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

Q. The sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer pursuant to the Stalking Horse Agreement and the AVO will be a legal, valid, and effective sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, and will vest the Buyer with all rights, title, and interests of the Chapter 15 Debtors in and to the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss



Transferred Equity Interests and the Transferred Intellectual Property, free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

R. In accordance with and subject to the AVO and the Sale and Investment Solicitation Process Order, the Foreign Representative and the Chapter 15 Debtors, as appropriate: (i) have full power and authority to execute the Stalking Horse Agreement and all other documents contemplated thereby; (ii) have all the power and authority necessary to consummate the Transaction; and (iii) upon entry of this Order, other than any consents identified in the Stalking Horse Agreement (including with respect to antitrust matters, if any), need no consent or approval from any other person or governmental unit to consummate the Transaction. The Chapter 15 Debtors are the sole and rightful owners of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, no other person has any ownership rights, title, or interests therein, and the Transaction has been duly and validly authorized by all necessary corporate action of the Chapter 15 Debtors.

S. The Stalking Horse Agreement, as approved by the AVO, is a valid and binding contract between the Chapter 15 Debtors and the Buyer and shall be enforceable pursuant to its terms. The Stalking Horse Agreement and the Transaction shall be specifically enforceable against and binding upon (without posting any bond) the Chapter 15 Debtors and the Foreign Representative in these Chapter 15 Cases and any trustee that may be appointed in any Chapter 7 or Chapter 11 successor cases and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

T. The Buyer would not have entered into the Stalking Horse Agreement and would not consummate the purchase of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property and the related

transactions, thus adversely affecting the Chapter 15 Debtors, their estates, and their creditors, and other parties in interest, if the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer was not free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order), or if the Buyer would, or in the future could, be liable on account of any such lien, claim, encumbrance, or any other interest, including, as applicable, certain liabilities related to the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property that will not be assumed by the Buyer, as described in the Stalking Horse Agreement.

U. A sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property other than free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order) would yield substantially less value than the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property pursuant to the Stalking Horse Agreement; thus, the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property free and clear of all liens, claims, encumbrances, and other interests (other than the Permitted Encumbrances, and as set forth in this Order), in addition to all of the relief provided herein, is in the best interests of the Chapter 15 Debtors, their creditors, and other parties in interest.

V. The dismissal procedures for Chapter 15 Debtor U.S. SpokeCo, as described herein, provides for the fair and efficient administration of cross-border insolvencies that protects the interests of all creditors, and other interested entities, including the Chapter 15 Debtors; the

protection and maximization of the value of the Chapter 15 Debtors' assets; and the facilitation of the restructuring of the Chapter 15 Debtors' business.

W. The interests of the Chapter 15 Debtors' creditors in the United States are sufficiently protected. The relief granted herein is necessary and appropriate, in the interests of the public and international comity, consistent with the public policies of the United States, and warranted pursuant to Sections 1521(b) and 1522 of the Bankruptcy Code.

X. Recognition of the PCCAPO allows the Chapter 15 Debtors to bind parties to the result of the Cure Amounts Determination Procedure and the Priority Claims Procedure ensuring consistency and finality to any contract assumption and the Sale Process. Pursuant to the PCCAPO, if any parties wish to raise objections in the Cure Amounts Determination Procedure and the Priority Claims Procedure, they can do so in accordance with the PCCAPO to the Canadian Court in the Canadian Proceedings. The Cure Amounts Notice, and Cure Amounts Objection Notice (the "Cure Amounts Notices") are attached as **Exhibit 4** and **Exhibit 5** to this Order, respectively. In accordance with paragraph 25 of the PCCAPO, the Cure Amounts Notices were emailed to those persons or entities for which the Chapter 15 Debtors had email addresses, and sent by U.S. mail to those U.S. persons or entities and Canadian mail for all other persons or entities for which the Chapter 15 Debtors did not have email addresses by counsel to the Chapter 15 Debtors on June 9 and June 10, 2025, with a small subsequently identified additional group sent by email and regular mail on June 12 and 13, 2025. Additionally, in accordance with paragraph 3 of the PCCAPO, the Monitor made the Monitor's Posting, sent the Negative Notice Priority Claims Package to every Negative Notice Priority Claimant by email and sent a Priority Claims Package to the Priority Creditors who had not otherwise received a Negative Notice Claims Package, by email by June 10, 2025. The notices included in the Negative Notice Priority Claims Package are

attached as Schedules “B” and “E” to the PCCAPO. The notices included in the Priority Claims Package are attached as Schedules “C,” “D” and “E” to the PCCAPO. The Negative Notice Priority Claims Package, the Priority Claims Package and the Notice to Priority Creditors are collectively referred to as the “Priority Claims Notices.”

Y. It appears from the PCCAPO and other papers submitted to the Court that the PCCAPO was entered by the Canadian Court on June 9, 2025.

Z. The Foreign Representative has asked for recognition of the PCCAPO pursuant to Sections 105, 365, 1507, 1520(a), 1521(a)(7), and 1522 of the Bankruptcy Code.

AA. The Foreign Representative has demonstrated that the PCCAPO will enable the Chapter 15 Debtors to satisfy the cure requirement under Section 365 of the Bankruptcy Code and cure any defaults according to the terms of the Cure Amounts Determination Procedure and the Stalking Horse Agreement.

BB. The relief granted hereby is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, and warranted under 11 U.S.C. §§ 105(a), 365, 1507, 1520, 1521 and 1522, and will not cause hardship to creditors of the Chapter 15 Debtors or other parties in interests that is not outweighed by the benefits of granting the relief.

CC. The legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein.

DD. Any and all findings of fact and conclusions of law announced by this Court at the Hearing, if applicable, are incorporated herein.

**BASED ON THE FOREGOING FINDINGS OF FACT AND AFTER DUE DELIBERATION AND SUFFICIENT CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is granted in its entirety as set forth herein, and all objections, if any, to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by stipulation filed with this Court, and as included in this Order, and all reservations of rights included therein, are hereby overruled on the merits.

2. The AVO and all of its respective terms, including any immaterial or administrative amendments thereto, including those necessary to give effect to the substance of such order, either pursuant to the terms therein or as approved by the Canadian Court, are fully recognized and given full force and effect in the territorial jurisdiction of United States.

3. The Stalking Horse Agreement and the Transaction, including, for the avoidance of doubt, the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, and the transfers of the Purchased Assets, the U.S. Transferred Equity Interests, and any assets located within the United States on the terms set forth in the Stalking Horse Agreement which includes the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, with such minor amendments as may be agreed, including all transactions contemplated thereunder, this Order, including all transactions contemplated hereunder, and all of the terms and conditions of each of the foregoing are hereby approved and authorized pursuant to Sections 105, 363, 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code. The failure specifically to include any particular provision of the Stalking Horse Agreement or the AVO in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse Agreement, the Transaction and the AVO be authorized and approved in its entirety.

4. Pursuant to Sections 105, 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, the AVO, and this Order, the Chapter 15 Debtors, the Buyer, and the Foreign Representative (as well as their respective officers, employees, and agents) are authorized to take any and all actions necessary or appropriate to: (a) consummate the Transaction, including the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer, in accordance with the Stalking Horse Agreement, the AVO, and this Order; and (b) perform, consummate, implement, and close fully the Transaction, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse Agreement and the Transaction and to take such additional steps and all further actions as may be necessary or appropriate to the performance of the obligations contemplated by the Stalking Horse Agreement, all without further order of the Court, and are hereby authorized and empowered to cause to be executed and filed such statements, instruments, releases, and other documents on behalf of such person with respect to the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property that are necessary or appropriate to effectuate the Transaction, any related agreements, the AVO, and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Chapter 15 Debtors or the Buyer may determine are necessary or appropriate, and are hereby authorized and empowered to cause to be filed, registered, or otherwise recorded a certified copy of the AVO, this Order or the Stalking Horse Agreement, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all liens, claims, encumbrances, and other interests

against the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, other than the Permitted Encumbrances. The AVO and this Order are deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

5. All persons that are currently in possession of some or all of the Purchased Assets or the U.S. Transferred Equity Interests located in the United States or that are otherwise subject to the jurisdiction of this Court are hereby directed to surrender possession of such Purchased Assets to the Buyer on the Closing Date.

6. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

#### **Releases**

7. Nothing in this Order, releases, nullifies, precludes or enjoins the enforcement of any police or regulatory liability to a United States federal or state governmental unit that any entity would be subject to as owner or operator of property after the date of entry of this Order. Nothing in this Order authorizes the transfer or assignment of any United States federal or state governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

8. The release provision set forth in paragraphs 31-39 of the AVO is expressly recognized by this Court and given full force and effect in the United States, except to the extent that such release may conflict with paragraph 7 of this Order.

9. Any legal, factual, equitable, or other defenses (including, but not limited to, waiver, release, estoppel, or res judicata) held by any current or former officer or director of the Chapter 15 Debtors in connection with any claim held by, asserted, or asserted in the future by any person relating in any manner to such current or former officer or director's role, position, conduct, acts, or omissions as an officer or director of any Chapter 15 Debtor are hereby preserved and shall not be limited, waived, released, modified, or affected whatsoever by the entry of this Order. Without limiting the foregoing, the rights of any current or former officer or director of any of the Chapter 15 Debtors to raise or assert that the releases, exculpation, and/or injunctive provisions contained in the AVO entered in the Canadian Proceedings are applicable to them and are fully enforceable as a defense in any action brought in any court, tribunal, or forum within the United States.

10. Notwithstanding anything to the contrary in this Order, the AVO, or any other document, this Court and the Canadian Court shall retain jurisdiction to hear and determine all disputes which are in any forum or court within the territorial United States involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in the AVO or recognized by this Order. All disputes should initially be brought before the Canadian Court.

**Transfer of the Purchased Assets and the  
U.S. Transferred Equity Interests Free and Clear**

11. Pursuant to Sections 105(a), 363, 365, 1501, 1520, 1521, 1525, and 1527 of the Bankruptcy Code, on the Closing Date, all rights, title, and interests of the Chapter 15 Debtors in



the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property shall be transferred and absolutely vest in the Buyer, without further instrument of transfer or assignment, and such transfer shall: (a) be a legal, valid, binding, and effective transfer of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer; (b) vest the Buyer with all rights, title, and interests of the Chapter 15 Debtors in the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, and (c) be free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances. For the avoidance of doubt and notwithstanding anything herein to the contrary, subject to the AVO, to the extent not otherwise settled, released, or discharged, the Permitted Encumbrances include any valid, perfected, and enforceable mechanic's or materialmen's liens on any U.S. Transferred Equity Interests or any Purchased Assets that, according to applicable law, rank senior to the Encumbrances securing the Secured Convertible Notes (both as defined in the Stalking Horse Agreement), but solely to the extent such Encumbrances rank senior to the Encumbrances securing the Secured Convertible Notes under applicable law; *provided*, that nothing in this Order or the AVO shall: (i) affect the validity, priority or enforceability of such liens; or (ii) impair or limit the rights of the Chapter 15 Debtors and the Buyer, respectively, with respect to challenging the validity, priority, amount, perfection, or enforceability of any liens and claims held by any purported holder of a mechanic's or materialmen's lien, including, without limitation, any of Fabricated Steel Products, Inc., MasTec North America, Inc., MasTec Industrial Corp. or Hatch Associates Consultants, Inc.

12. Hatch Lien. For greater certainty, nothing contained in this Order or in the Stalking Horse Agreement shall determine or adjudicate the mechanic's lien (the "Hatch Lien") of Hatch

Associates Consultants, Inc. against the real property located at 205 McLaughlin Road, Greece, New York 14606 (the “NY Property”) in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defenses or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.

13. MasTec Lien. For greater certainty, nothing contained in this Order or in the Stalking Horse Agreement shall determine or adjudicate the mechanic’s liens (the “MasTec Liens”) of MasTec North America, Inc. and MasTec Industrial Corp. against the NY Property in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defenses or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.

14. Reservation of Rights. Subject to the previous orders issued the CCAA, with respect to the determination or adjudication of the Hatch Lien and the Mastec Liens as against the fee simple interest of Ridgeway Properties I, LLC in respect of the NY Property, as provided for in paragraphs 9 and 10, respectively, of the AVO, the Chapter 15 Debtors, Hatch Associates Consultants, Inc., MasTec North America, Inc. and MasTec Industrial Corp. hereby reserve their respective rights to assert that Hatch Lien and/or the Mastec Liens should be either determined or adjudicated in the CCAA, or in proceedings commenced in the State of New York.

15. Fabricated Steel Lien. For greater certainty, nothing contained in this Order or in the Stalking Horse Agreement shall determine or adjudicate the mechanic’s liens of Fabricated Steel Products, Inc. against the NY Property in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defenses or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.

16. Notwithstanding anything to the contrary in this Order or the AVO, the (i) Eastman Business Park Utility Services Agreement Hub Facility dated as of May 6, 2022; and (ii) Contribution Agreement for Li-Cycle Hub Project dated as of February 3, 2022 (together, the “Red Rochester Contracts”) shall not be assumed and assigned to the Buyer upon entry of this Order, and the *Response/Limited Objection* filed by RED-Rochester, LLC (“Red Rochester”) [Docket No 86] is hereby adjourned with respect to the Red Rochester Contracts. Without further order of this Court, (a) with the written consent of Red Rochester and the Buyer, the Debtors may assume and assign any or all of the Red Rochester Contracts to the Buyer, by filing a notice with this Court stating that such Red Rochester Contracts have been assumed and assigned by the Debtors to the Buyer, at any time (including after the Closing Date), and (b) the Debtors are hereby authorized to execute any agreements and/or other documents to effectuate the assumption and assignment of such Red Rochester Contracts to the Buyer.

17. Pursuant to Sections 105(a), 363(f), 365, 1501, 1520, 1521, 1525 and 1527 of the Bankruptcy Code, upon the closing of the Transaction and except with respect to the Permitted Encumbrances: (a) no holder of a lien, claim, encumbrance, or other interest shall interfere, and each and every holder of a lien, claim, encumbrance, or other interest is enjoined from interfering, with the Buyer’s rights and title to or use and enjoyment of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property; and (b) the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, the Stalking Horse Agreement, and any instruments contemplated thereby shall be enforceable against and binding upon, and not subject to rejection or avoidance by, the Chapter 15 Debtors or any successor thereof. All persons holding a lien, claim, encumbrance, or other interest (other than the

Permitted Encumbrances) are forever barred and enjoined from asserting such lien, claim, encumbrance, or other interest (other than the Permitted Encumbrances) against the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, the Buyer or its affiliates and their respective officers, directors, employees, managers, partners, members, financial advisors, attorneys, agents, and representatives, and their respective affiliates, successors, and assigns from and after closing of the Transaction.

18. Each and every federal, state, and local governmental agency or department is authorized to accept (and not impose any fee, charge, or tax in connection therewith) any and all documents and instruments necessary or appropriate to consummate the sale of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer and the Transaction generally. United States Federal and state agencies will process any applications (and assess fees, charges and taxes as they are normally assessed) related to the sale in compliance with each federal and/or state agencies regulations. Effective as of the Closing Date, the AVO and this Order shall constitute for any and all purposes a full and complete conveyance and transfer of the Chapter 15 Debtors' interests in the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer free and clear of all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances.

19. This Order (a) shall be effective as a determination that, as of the Closing Date, all liens, claims, encumbrances, and other interests, other than the Permitted Encumbrances, have been unconditionally released, discharged, and terminated as to the Buyer, the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred

Intellectual Property, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease. Each of the foregoing persons is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Transaction and effect the discharge of all liens, claims, encumbrances, and other interests other than the Permitted Encumbrances pursuant to this Order and the AVO and not impose any fee, charge, or tax in connection therewith.

20. The Buyer is not and shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor, to any of the Chapter 15 Debtors; (b) have, de facto or otherwise, merged with or into any or all Chapter 15 Debtors; or (c) be a mere continuation or substantial continuation of any or all Chapter 15 Debtors or the enterprise or operations of any or all Chapter 15 Debtors.

21. The Transaction, including the purchase of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property, is undertaken by the Buyer in good faith, as that term is used in Section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorizations provided herein shall neither affect the validity of the Transaction nor the transfer of the Purchased Assets, the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests and the Transferred Intellectual Property to the Buyer free and clear of all liens, claims,

encumbrances, and other interests, other than the Permitted Encumbrances, unless such authorization is duly stayed before the closing of the Transaction pending such appeal.

22. Neither the Chapter 15 Debtors nor the Buyer have engaged in any conduct that would cause or permit the Stalking Horse Agreement to be avoided or costs and damages to be imposed under Section 363(n) of the Bankruptcy Code.

23. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

24. Notwithstanding the applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

25. The terms and provisions of the Stalking Horse Agreement, the AVO and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Chapter 15 Debtors, the Buyer, the Foreign Representative, the Monitor, the Chapter 15 Debtors' creditors and all other parties in interest, and any successors of the Chapter 15 Debtors, the Buyer, the Foreign Representative, the Monitor and the Chapter 15 Debtors' creditors, including any foreign representative(s) of the Chapter 15 Debtors, trustee(s), examiner(s), or receiver(s) appointed in any proceeding, including, without limitation, any proceeding under any chapter of the Bankruptcy Code, the CCAA, or any other law, and all such terms and provisions shall likewise be binding on such foreign representative(s), trustee(s), examiner(s), or receiver(s) and shall not be subject to rejection or avoidance by the Chapter 15 Debtors, their creditors, or any trustee(s), examiner(s), or receiver(s).

26. Subject to the terms and conditions of the AVO, the Stalking Horse Agreement, and any related agreements, documents, or other instruments, may be modified, amended, or

supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment, or supplement does not materially change the terms of the Transaction, the Stalking Horse Agreement, or any related agreements, documents, or other instruments and is otherwise in accordance with the terms of the AVO.

27. The provisions of this Order and the Stalking Horse Agreement are non-severable and mutually dependent. To the extent that there are any inconsistencies between the terms of this Order and the AVO, on the one hand, and the Stalking Horse Agreement, on the other, this Order and the AVO shall govern.

28. Nothing in this Order shall be deemed to waive, release, extinguish, or estop the Chapter 15 Debtors or the Foreign Representative from asserting, or otherwise impair or diminish, any right (including, without limitation, any right of recoupment), claim, cause of action, defense, offset, or counterclaim in respect of any asset or interest that is not a Purchased Asset, U.S. Transferred Equity Interest, Swiss Transferred Equity Interests or Transferred Intellectual Property.

29. All Persons subject to the jurisdiction of the United States are permanently enjoined and restrained from taking any actions inconsistent with, or interfering with, the enforcement and implementation of the AVO or any documents incorporated by the foregoing.

30. The Foreign Representative is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion, the AVO, and the Stalking Horse Agreement.

**The Dismissal Procedures for Chapter 15 Debtor U.S. SpokeCo**

31. Promptly after the Closing, the Chapter 15 Debtors shall file a certification of counsel and request for dismissal, which, among other things, will (a) confirm that the Closing has occurred with respect to the applicable Chapter 15 Debtors, (b) confirm that the procedures set forth in this Order have been followed, and (c) request the entry of an order, substantially in the form to be attached to the certification of counsel and request for dismissal (the “Dismissal Order”), providing for the dismissal of U.S. SpokeCo’s Chapter 15 Case pursuant to Section 305(a)(2) and 305(b) of the Bankruptcy Code and Local Rule 5009-2.

**Recognition and Grant of Full Force and Effect to the PCCAPO**

32. The relief granted in the PCCAPO is hereby recognized, enforceable and given full force and effect, on a final basis, with respect to the Chapter 15 Debtors and the Property, including the U.S. Property, including, for the avoidance of doubt, the Cure Amounts Determination Procedure, the Priority Claims Procedure, and the binding nature of the bar dates and determinations from these procedures on the affected counterparties.

33. Within the territorial jurisdiction of this Court, this Order shall be sufficient and conclusive notice and evidence of the grant and validity of the PCCAPO.

34. The Cure Amounts Notices are hereby approved and service and publication of the Cure Amounts Notices was proper and adequate under the circumstances.

35. The Priority Claims Notices are hereby approved and service and publication of the Priority Claims Notices was proper and adequate under the circumstances.

36. Pursuant to 11 U.S.C. § 1520(a)(1), the automatic stay authorized by 11 U.S.C. § 362 shall apply with respect to the Chapter 15 Debtors and the U.S. Property; *provided, however*, that the foregoing relief shall not abridge or modify, and shall rather in all respects be subject to, the rights and protections as provided by this Order.



37. Notwithstanding any provision in the Bankruptcy Rules to the contrary, including, but not limited to, Bankruptcy Rules 7062 and 1018, (i) this Order shall be effective immediately and enforceable upon its entry; (ii) the Foreign Representative is not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (iii) the Foreign Representative and the Chapter 15 Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

Dated: New York, New York  
August 4, 2025

/s/ Philip Bentley  
**Hon. Philip Bentley**  
**United States Bankruptcy Judge**

**Exhibit 1**

**Approval and Vesting Order**

Court File No. CV-25-00743053-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 1ST
	)	
JUSTICE KIMMEL	)	DAY OF AUGUST, 2025

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

AND IN THE MATTER OF A PROPOSED PLAN  
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICA HUB, INC.

Applicants

**APPROVAL AND VESTING ORDER**

**THIS MOTION**, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order:

- (a) approving the sale transactions (collectively, the "**Transaction**") contemplated by that certain equity and asset purchase agreement between the Applicants and Glencore Canada Corporation ("**Glencore**"), dated May 14, 2025, as amended on May 22, 2025, July 9, 2025 and July 23, 2025, and as may be further amended and/or amended and restated from time to time (the "**Purchase Agreement**");
- (b) vesting in GBR Spokeco Parent, LLC (the "**U.S. Equity Buyer**"), as Glencore's designated assignee, all of the right, title and interest of Li-Cycle U.S. Inc. ("**North America OpCo**") in and to the U.S. Transferred Equity Interests (as defined in the Purchase Agreement), free and clear of any Claims and Encumbrances (as defined below);
- (c) vesting in GBR Europe Holding AG (the "**Swiss Equity Buyer**"), as Glencore's designated assignee, all of the right, title and interest of Li-Cycle Holdings Corp.

(“**Holdings**”) in and to the Swiss Transferred Equity Interests (as defined in the Purchase Agreement), free and clear of any Claims and Encumbrances (as defined below);

- (d) vesting in 1001293105 Ontario Inc. (the “**Canadian Spoke Buyer**”), as Glencore’s designated assignee, all of the right, title and interest of Li-Cycle Americas Corp. (“**Canada SpokeCo**”) in and to the Purchased Assets (as defined in the Purchase Agreement) owned by Canada SpokeCo free and clear of any Claims and Encumbrances (as defined below);
- (e) vesting in GBR Hubco, LLC (the “**Purchased Assets Buyer**”), as Glencore’s designated assignee, all of the right, title and interest of: (i) North America OpCo; (ii) Holdings; (iii) Li-Cycle Corp. (“**Global HQ**”); and (iv) Li-Cycle North America Hub, Inc. (“**U.S. HubCo**”) in and to the Purchased Assets (as defined in the Purchase Agreement) owned by North America OpCo, Holdings, Global HQ and U.S. HubCo, other than the Transferred Intellectual Property (as defined in the Purchase Agreement) held by Global HQ, free and clear of any Claims and Encumbrances (as defined below);
- (f) vesting in 1001297676 Ontario Inc. (the “**Intellectual Property Buyer**”, and together with the U.S. Equity Buyer, the Swiss Equity Buyer, the Canadian Spoke Buyer and the Purchased Assets Buyer, the “**Buyers**”) all of the right, title and interest of Global HQ in and to the Transferred Intellectual Property (as defined in the Purchase Agreement) held by Global HQ, free and clear of any Claims and Encumbrances (as defined below),

was heard this day by judicial videoconference via Zoom.

**ON READING** the Notice of Motion dated July 22, 2025, the Affidavit of William E. Aziz, sworn July 22, 2025 (the “**Aziz Affidavit**”), and the exhibits thereto, the Supplementary Affidavit of William E. Aziz, sworn July 29, 2025 (the “**Supplementary Aziz Affidavit**”) and the exhibits thereto, the Affidavit of Josh Nevsky, sworn July 25, 2025 (the “**Nevsky Affidavit**”), the Affidavit of Martino Calvaruso sworn July 24, 2025 (the “**Calvaruso Affidavit**” and collectively with the Nevsky Affidavit, the “**Fee Affidavits**”), the Fifth Report of Alvarez & Marsal Canada

Inc. (“**A&M**”) in its capacity as the court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”) dated July 25, 2025 (the “**Fifth Report**”), the Supplement to the Fifth Report of the Monitor dated July 31, 2025 (the “**Fifth Report Supplement**”), and such further materials as counsel may advise, and on hearing the submissions of counsel to the Applicants, counsel to the Monitor, counsel to the Buyers and such other parties as listed on the counsel slip, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Saneea Tanvir dated July 22, 2025, filed:

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used herein that are otherwise not defined shall have the meaning ascribed to them in the Purchase Agreement and/or the Amended and Restated Initial Order made in this proceeding on May 22, 2025 (as amended from time to time, the “**A&R Initial Order**”), as applicable.

### **THIRD STALKING HORSE AMENDMENT**

3. **THIS COURT ORDERS** that the Applicants are hereby authorized to enter into Amendment No. 3 to the Equity and Asset Purchase Agreement dated as of July 23, 2025, attached to the Aziz Affidavit as Exhibit “G”, *nunc pro tunc*.

### **APPROVAL OF TRANSACTION**

4. **THIS COURT ORDERS** that the Purchase Agreement and the Transaction are hereby approved and the execution of the Purchase Agreement by the Applicants is hereby authorized and approved, with such minor amendments as the Applicants and the Buyers, with the consent of the Monitor, may deem necessary. The Applicants are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, the conveyance of the U.S. Transferred Equity Interests, the Swiss Transferred Equity Interests, the Purchased Assets and/or the Transferred Intellectual Property (collectively, the “**Acquired Property**”) to the corresponding Buyers, the assumption of the

Assumed Liabilities and/or the provision of the services provided for under the Transition Services Agreement, including, without limitation, the execution of releases required as part of the settlement of any claim, priority charge, encumbrance, cure amount or assignment of any Assumed Contract, subject to the approval of the Monitor, and the entrance into such further documents as reasonably requested by any Governmental Entity in connection with the assignment of any Transferred Asset and/or the pre-acquisition reorganization steps set out in Schedule III to the Purchase Agreement, including without limitation and notwithstanding any restrictions to the contrary, to: (i) deliver the security agreement(s) contemplated thereby; (ii) transfer of the shares or other equity interests in all of the Carve-Out Entities to Holdings; and (iii) provide releases, with the approval of the Monitor, to Priority Creditors and/or Assumed Contract Notice Parties to settle disputes related to their Priority Claims and/or Cure Amounts (each as defined in the Priority Claims and Cure Amounts Procedure Order dated June 9, 2025), as applicable.

5. **THIS COURT ORDERS** that each of the Applicants are hereby authorized and empowered to comply with and perform their respective obligations under the Purchase Agreement, the Transaction Documents and Transition Services Agreement and any ancillary documents related thereto, as applicable.

6. **THIS COURT ORDERS** that this Order, and to the extent applicable any orders made by the U.S. Bankruptcy Court for the Southern District of New York (the “**Foreign Bankruptcy Court**”) pursuant to section 363 of the US Bankruptcy Code, shall constitute sufficient authorization required by the Applicants to proceed with the Transaction and that no shareholder or other corporate approvals shall be required in connection therewith.

#### **VESTING OF THE ACQUIRED PROPERTY**

7. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Monitor’s certificate substantially in the form attached as **Schedule “A”** hereto (the “**Monitor’s Certificate**”) to the Applicants (or their counsel) and to the Buyers (or their counsel) (the “**Effective Time**”, provided that the “Effective Time” for any Required Contract shall be the date that such Required Contract becomes an Assumed Contract and is assigned to a Buyer in accordance with the terms of the Purchase Agreement):

- (a) all of the North America OpCo's right, title and interest in and to the U.S. Transferred Equity Interests shall vest absolutely in the U.S. Equity Buyer;
- (b) all of Holdings' right, title and interest in and to the Swiss Transferred Equity Interests shall vest absolutely in the Swiss Equity Buyer;
- (c) all of Canada SpokeCo's right, title and interest in and to the Purchased Assets owned by Canada SpokeCo shall vest absolutely in the Canadian Spoke Buyer;
- (d) all of the right, title and interest of:
  - (i) North America OpCo in and to the Purchased Assets held by North America OpCo;
  - (ii) Holdings in and to the Purchased Assets held by Holdings;
  - (iii) Global HQ in and to the Purchased Assets held by Global HQ other than the Transferred Intellectual Property held by Global HQ; and
  - (iv) U.S. HubCo in and to the Purchased Assets held by U.S. HubCo,shall vest absolutely in the Purchased Assets Buyer; and
- (e) all of the right, title and interest of Global HQ in and to the Transferred Intellectual Property held by Global HQ shall vest absolutely in the Intellectual Property Buyer,

in each of the foregoing cases free and clear of and from any and all caveats, security interests or similar interests (whether contractual, statutory, or otherwise), pledges, assignments, hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, financial, monetary or otherwise), reservations of ownership, royalties, options, rights, including rights of pre-emption or first refusal, privileges, actions, demands, judgments, writs of enforcement, liens, executions, levies, charges, of any nature whatsoever or other claims, Taxes (assessed or that could be assessed), preferential arrangements of any kind or nature whatsoever or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**", which term, for greater certainty, shall not include the Assumed Liabilities (including, for greater certainty, any Assumed Liabilities

under Assumed Contracts) or Permitted Encumbrances including those listed on **Schedule “B”**) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the A&R Initial Order, the SISP Order, or any other orders made in this CCAA Proceeding; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances, including those listed on **Schedule “B”**), including without limitation those registrations listed on **Schedule “C”** hereto, and, for greater certainty, this Court orders that all of the Encumbrances affecting, existing or relating to the Acquired Property are hereby unconditionally released, expunged, terminated and discharged as against the Acquired Property.

8. **THIS COURT ORDERS** that, for the avoidance of doubt and notwithstanding anything herein to the contrary, to the extent not otherwise settled, released, or discharged, the Permitted Encumbrances include any valid, perfected, and enforceable mechanic’s or materialmen’s liens to which any Acquired Property is subject as of the time of transfer of such Acquired Property to a Buyer or its designee and that according to applicable law, rank senior to the Encumbrances securing the Secured Convertible Notes, but solely to the extent such Encumbrances rank senior to the Encumbrances securing the Secured Convertible Notes under applicable law; provided that nothing in this Order shall: (i) affect the validity, priority or enforceability of such liens; or (ii) impair or limit the rights of any Applicant or any Buyer with respect to challenging the validity, priority, amount, perfection, or enforceability of any liens and claims held by any purported holder of a mechanic’s or materialmen’s lien, including, without limitation, any of Fabricated Steel Products, Inc., MasTec North America, Inc., MasTec Industrial Corp. or Hatch Associates Consultants, Inc.

9. **THIS COURT ORDERS** that, for greater certainty, nothing contained in this Order or in the Purchase Agreement shall determine or adjudicate the mechanic’s lien of Hatch Associates Consultants, Inc. against the real property located at the 205 McLaughlin Road, Greece, New York 14606 (the “**NY Property**”) in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defences or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.



10. **THIS COURT ORDERS** that, for greater certainty, nothing contained in this Order or in the Purchase Agreement shall determine or adjudicate the mechanic's liens of MasTec North America, Inc. and MasTec Industrial Corp. against the NY Property in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defences or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.

11. **THIS COURT ORDERS** that, for greater certainty, nothing contained in this Order or in the Purchase Agreement shall determine or adjudicate the mechanic's liens of Fabricated Steel Products, Inc. against the NY Property in respect of the fee simple interest of Ridgeway Properties I, LLC in the NY Property, including, without limitation, any defences or objections thereto, which determination or adjudication shall be made in accordance with the laws of New York.

12. **THIS COURT ORDERS** that, for greater certainty, nothing contained in this Order or in the Purchase Agreement shall affect the validity, priority or enforceability of the mechanic's liens of Pike Construction Services Inc. and Pike Conductor JV I, LLC against the applicable real property interest in the NY Property.

13. **THIS COURT ORDERS** that all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements, or commitments of any kind whatsoever that are held by any Person that are convertible or exchangeable for any shares or other equity interests in the capital of Li-Cycle Inc. ("**U.S. SpokeCo**"), Li-Cycle Europe AG or otherwise relating thereto, shall be deemed terminated and cancelled.

14. **THIS COURT ORDERS** that, except as expressly contemplated in the Purchase Agreement, all Assumed Contracts (including, for greater certainty, the Consent Required Assumed Contracts (as defined below)) and all Contracts to which any of the Transferred Entities is a party immediately prior to the Effective Time (each a "**Transferred Entity Contract**", and collectively, the "**Transferred Entity Contracts**") will be and remain in full force and effect, unamended (except to the extent otherwise agreed among the applicable parties), upon and following the Effective Time and completion of the Transaction, and no Person who is a party to an Assumed Contract or a Transferred Entity Contract may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect

of any such arrangement, and no automatic termination or termination upon notice will have any validity or effect by reason of:

- (a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants or any of their Affiliates);
- (b) the insolvency of the Applicants or any of their Affiliates, or the fact that the Applicants sought or obtained relief under the CCAA or under Chapter 15 of the US Bankruptcy Code;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations, or other steps taken or effected pursuant to the Purchase Agreement or to effect the Transaction, or the provisions of this Order, or of any other Order of this Court in this CCAA Proceeding, or any Order of the Foreign Bankruptcy Court under the US Bankruptcy Code in respect of the Applicants or any of their Affiliates; or
- (d) any transfer or assignment of any Assumed Contract or an Applicant's rights or obligations thereunder, or any change of control of U.S. SpokeCo and Li-Cycle Europe AG arising from the Purchase Agreement or the Transaction or the provisions of this Order (including, for greater certainty, the vesting of the U.S. Transferred Equity Interests in and to the U.S. Equity Buyer or vesting of the Swiss Transferred Equity Interests in and to the Swiss Equity Buyer).

15. **THIS COURT ORDERS** that, as of the Effective Time all Persons shall be deemed to have waived any and all defaults of the Applicants then existing or previously committed by the Applicants, or caused by the Applicants, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative covenant, provision, condition, or obligation, express or implied, in any Assumed Contract arising directly or indirectly from the insolvency of the Applicants, the filing by the Applicants under the CCAA, the Purchase Agreement or the Transaction, including, without limitation, any of the matters or events listed in paragraph 15 hereof and any and all notices of default and demands for payment or any step or

proceeding taken or commenced in connection therewith under an Assumed Contract shall be deemed to have been rescinded and of no further force or effect.

16. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for, or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including, without limitation, administrative hearings and orders, declarations and assessments, commenced, taken, or proceeded with or that may be commenced, taken, or proceeded with against Glencore and/or any Buyer(s) with respect to the Excluded Assets, the Excluded Liabilities, the Excluded Contracts, any Encumbrances (for greater certainty, not including the Permitted Encumbrances), other claims, obligations, and other matters that are waived, released, vested out, expunged or discharged pursuant to this Order, provided for greater certainty that such prohibition does not apply to any action taken by Glencore and/or any Buyer(s) after the Effective Time.

17. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, the net proceeds from the sale of the Acquired Property shall stand in the place and stead of the Acquired Property, and that from and after the Effective Time, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Acquired Property with the same priority as they had with respect to the Acquired Property immediately prior to the sale, as if the Acquired Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

18. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor's Certificate and post it to the website the Monitor maintains in respect of this CCAA Proceeding (the "**Monitor's Website**"), forthwith after delivery thereof to the Applicants and the Buyers, or to their respective counsel.

19. **THIS COURT ORDERS** that the Monitor and its counsel may rely on written notice from the Applicants and the Buyers, or their respective counsel, regarding the fulfilment or waiver of conditions to closing under the Purchase Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

20. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of this proceeding or the U.S. Proceedings;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) or other applicable legislation, in respect of the Applicants or their property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Applicants,

the entering into of the Purchase Agreement, the vesting of the Acquired Property in the Buyers and the assignment of the Assumed Contracts to the Buyers, as applicable, pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, 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.

#### **ASSIGNMENT OF CONTRACTS**

21. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, all of the rights and obligations of the Applicants under the contracts set forth in **Schedule “D”**, including, in each case, all associated or related agreements, schedules, appendices, addenda, amendments, supplements, restatements, or other modifications made or entered into from time to time (each, a “**Consent Required Assumed Contract**”, and collectively, the “**Consent Required Assumed Contracts**”) shall be assigned, conveyed, transferred to and assumed by the Purchased Assets Buyer or another designated Buyer or Transferred Entity, as applicable, pursuant to section 11.3 of the CCAA.

22. **THIS COURT ORDERS** that the assignment to the Purchased Assets Buyer or other designated Buyer or Transferred Entity, as applicable, of the rights and obligations of the applicable Applicant(s) under each Consent Required Assumed Contract pursuant to the CCAA and this Order is valid and binding upon the counterparty(ies) to such Consent Required Assumed

Contract, notwithstanding any restriction or prohibition contained in such Consent Required Assumed Contract relating to the assignment thereof, including, without limitation, any provision relating to change of control or requiring the consent of, or notice for any period in advance of the assignment to, any party to the assignment, subject in each case to the payment of the amount owing in respect of monetary defaults under such Consent Required Assumed Contract set forth on Schedule “D” to this Order (each, a “**Cure Amount**”, and collectively, the “**Cure Amounts**”).

23. **THIS COURT ORDERS** that nothing herein shall derogate from the obligations of the Purchased Assets Buyer or other designated Buyer or Transferred Entity, as applicable, to assume the Consent Required Assumed Contracts and to perform the Purchased Assets Buyer’s or other designated Buyer’s or Transferred Entity’s, as applicable, obligations under the Consent Required Assumed Contracts, and nothing in this Order shall amend or vary, or be deemed to amend or vary, the terms of any of the Consent Required Assumed Contracts which are assigned to the Purchased Assets Buyer or other designated Buyer or Transferred Entity, as applicable, except as expressly set out to the contrary in any agreement among the applicable Applicant(s), the Purchased Assets Buyer or other designated Buyer or Transferred Entity, as applicable, and the applicable counterparty(ies) under the Consent Required Assumed Contract.

24. **THIS COURT ORDERS** that if a Consent Required Assumed Contract becomes an Excluded Contract prior to the Closing Date in accordance with the Purchase Agreement or otherwise is a Required Contract that the Applicants will continue to hold after the Closing Date, then such contract shall cease to be a Consent Required Assumed Contract for the purposes of this Order on notice, prior to Closing, to the applicable Applicants and any counterparties to such Consent Required Assumed Contract.

25. **THIS COURT ORDERS** that with respect to all Cure Amounts in relation to the Consent Required Assumed Contracts listed in Schedule “D” to this Order, no later than seven days after the Closing Date the Purchased Assets Buyer or other designated Buyer or Transferred Entity, as applicable, shall pay such Cure Amounts as set forth in Schedule “D” in full and final satisfaction of any and all Cure Amounts owing to the counterparties to the applicable Consent Required Assumed Contracts. For each Consent Required Assumed Contract: (i) unless the Cure Amount is paid as set out herein, such Consent Required Assumed Contract shall not be assigned by operation

of this Order; and (ii) upon payment of the Cure Amount, the Applicants shall have no further liability under such Consent Required Assumed Contract.

#### **PIPEDA**

26. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Monitor and the Applicants are authorized and permitted to disclose and transfer to the Buyers all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Buyers 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 by the Applicants.

#### **NAME CHANGES AND REMOVAL OF U.S. SPOKECO**

27. **THIS COURT ORDERS** that, notwithstanding section 168 of the *Business Corporations Act* (Ontario) (the "OBCA") or any provision of any other applicable federal or provincial legislation, each Applicant is hereby authorized and directed, on or following the Effective Time, to take any appropriate action to change its name to a name that does not include the words "Li-Cycle" or any similar words, including, but not limited to, filing articles of amendment in accordance with the OBCA and registering an amendment, renewal or cancellation of a registration in accordance with the *Business Names Act* (Ontario) (the "BNA") or any other applicable federal or provincial legislation, for and on behalf of such Applicant for the sole purpose of complying with this paragraph 27, and this Court hereby directs the Director (as defined in the OBCA) and the Registrar (as defined in the BNA) and any analogous Governmental Authority to endorse, certify and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 27.

28. **THIS COURT ORDERS** that, at the Effective Time, U.S. SpokeCo shall cease to be an Applicant in this CCAA Proceeding, and U.S. SpokeCo shall be released from the purview of the A&R Initial Order and all other Orders of this Court granted in respect of this CCAA Proceeding, save and except for this Order, the provisions of which (as they relate to U.S. SpokeCo) shall continue to apply in all respects, and the Monitor shall have been discharged as Monitor of U.S.

SpokeCo. At the Effective Time, the Charges shall be expunged and discharged as against U.S. SpokeCo's Property.

29. **THIS COURT ORDERS** that following the Effective Time, the style of cause of this CCAA Proceeding shall be hereby amended by being deleted and replaced in its entirety by the following:

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 LI-CYCLE HOLDINGS CORP., LI-  
CYCLE CORP., LI-CYCLE AMERICAS CORP., LI-CYCLE U.S.  
INC. AND LI-CYCLE NORTH AMERICA HUB, INC.

#### **RELEASE OF CHARGES**

30. **THIS COURT ORDERS** that effective as of the Effective Time, the Bid Protections Charge granted in the SISP Order dated May 22, 2025 and the DIP Lender's Charge, the KERP Charge and the Transaction Fee Charge granted in the A&R Initial Order shall be automatically released and terminated without any further action.

#### **RELEASES AND OTHER PROTECTIONS**

31. **THIS COURT ORDERS** that, effective as of the Effective Time: (a) the current and former directors, officers, partners, employees, legal counsel, agents and advisors of the Applicants (the "**Directors and Officers**"); (b) the CRO, the CFO, the Financial Advisor and Maplebriar; (c) the Monitor, its legal counsel, their respective affiliates, and each of the foregoing persons' respective current and former directors, officers, partners, employees, agents and advisors; and (d) Glencore, the Buyers, their respective affiliates, and each of the foregoing persons' respective current and former directors, officers, employees, legal counsel and advisors (collectively, the "**Released Parties**" which, for greater certainty, does not include U.S. SpokeCo or the other Applicants) shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all past, present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments,

debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time undertaken or completed in connection with, in respect of, relating to, or arising out of (i) the Applicants, the business, operations, assets, property and affairs of the Applicants, wherever or however conducted or governed, the administration and/or management of the Applicants, this CCAA Proceeding and/or the U.S. Proceedings; or (ii) the Purchase Agreement, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters below, the “**Released Claims**”), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this Order shall waive, discharge, release, cancel or bar: (A) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is finally determined by a court of competent jurisdiction hearing the claim to have constituted fraud, willful misconduct, or gross negligence; (B) any obligations of any of the Released Parties under or pursuant to the Purchase Agreement and/or any agreement, document, instrument, matter or transaction involving the Applicants entered into pursuant to the Purchase Agreement; or (C) solely as against the Buyers, any Assumed Liability or any Permitted Encumbrance to which any Acquired Property is subject as of the time of transfer of such Acquired Property to a Buyer or its designee. “**Releasing Parties**” means any and all Persons (other than the Remaining Applicants (as defined herein) and their respective current and former affiliates (excluding U.S. SpokeCo)), and their current and their current and former affiliates, current and former members, directors, managers, officers, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, participants, subsidiaries, affiliates, partners, limited partners, general partners, affiliated investment funds or investment vehicles, managed accounts or funds, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, management companies, advisory board members, investment fund advisors or managers, employees, agents, trustees, investment managers, financial advisors, partners, legal counsel,



accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

32. **THIS COURT ORDERS** that, from and after the Effective Time, all Releasing Parties shall be deemed to have waived any and all defaults then-existing or previously committed by U.S. SpokeCo, or caused by U.S. SpokeCo, directly or indirectly, or then-existing or previously committed noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any contract or arrangement existing between any such Person and U.S. SpokeCo, resulting directly or indirectly from: (a) the insolvency of any of the Applicants; (b) the commencement of this CCAA Proceeding or the U.S. Proceedings; and/or (c) the Purchase Agreement, the Transition Services Agreement and/or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction or any part thereof, and any and all notices of default or demands of payment or any step or proceeding taken or commenced in connection with any of the foregoing under any such contract shall be deemed to have been rescinded and of no further force or effect; provided that nothing herein shall be deemed to excuse any Party from performing its obligations under, or be a waiver of any defaults by any such party under, the Purchase Agreement or any related agreements or documents.

33. **THIS COURT ORDERS** that, notwithstanding paragraph 31 of this Order, from and after the Effective Time, the Directors and Officers of the Applicants shall not be released from any present or future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) that were raised, might have been raised or may be raised in the putative class action complaint commenced in the United States District Court for the Southern District of New York, Case No. 1:23-CV-09894-JSR or the putative class action commenced in the Ontario Superior Court of Justice, Court File No. CV-23-00710373-00CP (each such claim, a “**Securities Claim**”) and each such Securities Claim shall not be released or discharged as against the Directors and Officers, in

each case solely and exclusively to the extent that it is necessary to do so to allow a Person having a Securities Claim (a “**Securities Claimant**”) to pursue recovery from any available insurance policies held by the Applicants for the benefit of any of the Directors or Officers that may be available to pay insured claims in respect of a Securities Claim (the “**Insurance Policies**”).

34. **THIS COURT ORDERS** that from and after the Effective Time, any Securities Claimant shall only be entitled to recover from proceeds under the Insurance Policies, to the extent available in respect of any such Securities Claim, and the recovery of such Securities Claimants shall be solely limited to such proceeds, without any additional rights of enforcement or recovery as against the Directors and Officers or their assets (other than proceeds of the Insurance Policies).

35. **THIS COURT ORDERS** that nothing contained in this Order prejudices, compromises, releases or otherwise affects any right, defence or obligation of any insurer in respect of an Insurance Policy.

36. **THIS COURT ORDERS** that the stay of proceedings in paragraph 22 of the A&R Initial Order shall be lifted in respect of the Securities Claims effective upon the bankruptcy of the Applicants or other termination of these CCAA Proceedings or such earlier time as agreed upon by the Applicants or upon further order of the Court, solely and exclusively to permit the Securities Claimants to seek recovery from the proceeds of the applicable Insurance Policies.

37. **THIS COURT ORDERS** that at the Effective Time, the Stalking Horse Bidder and the Buyers shall irrevocably be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes or any part thereof (including penalties and interest thereon) of, or that relate to or could be assessed against, the Remaining Applicants (as defined herein), including, without limiting the generality of the foregoing, all Taxes of any of the Remaining Applicants that could be assessed against the Stalking Horse Bidder and any Buyer, or for which they could otherwise have joint or several or solidary liability.

38. **THIS COURT ORDERS** that any right of set off of Canada Revenue Agency is preserved to the extent that: (i) any amounts that are, or become, due to any Remaining Applicant with respect to obligations arising prior to May 14, 2025 (the “**Filing Date**”) are applied against any amounts that are, or become due, from such Remaining Applicant with respect to obligations arising prior to the Filing Date; or (ii) any amounts that are, or become, due to any Remaining Applicant with

respect to obligations arising after the Filing Date are applied against any amounts that are, or become due, from such Remaining Applicant with respect to obligations arising after the Filing Date.

39. **THIS COURT ORDERS** that, effective as of the Effective Time, the Released Parties shall be deemed to be forever irrevocably released by each of the Remaining Applicants (as defined herein), and discharged from, any and all Released Claims held by any such Remaining Applicant as of the Effective Time, which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; *provided* that, nothing in this paragraph shall waive, discharge, release, cancel or bar: (a) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, wilful misconduct, or gross negligence; or (b) any obligations of any of the Released Parties under or in connection with the Purchase Agreement and/or any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing. The releases set forth in this paragraph shall not include, nor limit or modify in any way, any claim (or any defense) that any of the Remaining Applicants (as defined herein) may hold or be entitled to assert against any Released Party other than Glencore, the Buyers, U.S. SpokeCo, their respective affiliates, and each of the foregoing persons' respective current and former directors, officers, employees, legal counsel and advisors as of the Effective Time relating to any contracts, leases, agreements, licenses, bank accounts or banking relationships, accounts receivable, invoices, or other ordinary source obligations which are remaining in effect following the Effective Time.

#### **WIND DOWN AMOUNT**

40. **THIS COURT ORDERS** that the Wind Down Amount (as defined in the Fifth Report Supplement), which in all events shall not include any Incremental Winddown Amount, shall be paid to and held by the Monitor in an interest-bearing account and used to fund Wind Down Expenses (as defined in the Aziz Affidavit) of the Applicants other than U.S. SpokeCo (the "**Remaining Applicants**"). The Monitor shall have the sole discretion to administer the Wind Down Amount subject to and in accordance with this Order and any other Orders of this Court in this CCAA Proceeding.

41. **THIS COURT ORDERS** that any Incremental Winddown Amount shall be first used for the purposes of funding the reasonable costs of the Sellers associated with a process to address any assets excluded pursuant to the exercise of the Rochester Option (including legal, liquidator, advisor and monitor costs in relation thereto) until such process is complete, which process is to be approved by further order of this Court sought on no less than five (5) Business Days' notice to any persons holding a Permitted Encumbrance over such Excluded Assets.

42. **THIS COURT ORDERS** that, the Monitor, in addition to and without in any way limiting its powers set out in the A&R Initial Order, any other Order of this Court in this CCAA Proceeding or under the CCAA or applicable law, is hereby authorized and empowered, but not obligated, to release funds from the Wind Down Amount (a) to any Remaining Applicant, or (b) to any other Person, provided that in each case the funds are to be used to satisfy Wind Down Expenses of the nature contemplated in the Wind Down Budget (including, for greater clarity, amounts required to fund a subsequent proceeding(s) to this CCAA Proceeding) as determined by the Monitor in its sole and absolute discretion.

43. **THIS COURT ORDERS** that: (i) any portion of the Wind Down Amount that is not used or reserved as at the completion of this CCAA Proceeding, as determined by the Monitor, shall be transferred by the Monitor to the DIP Lender; and (ii) the Wind Down Amount shall not be considered to be proceeds of sale of the Acquired Property and no Claims or Encumbrances (other than the Administration Charge) shall attach to the Wind Down Amount.

44. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA, as an officer of this Court, under the A&R Initial Order or any other Order of this Court, the Monitor shall not incur any liability or obligation as a result of carrying out the terms of paragraphs 40 to 43 of this Order, save for fraud, gross negligence or wilful misconduct on its part to the extent determined by a final order of this Court, and the Monitor shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any person from and after the date of this Order, except to the extent such losses, claims, damages or liabilities result from the fraud, gross negligence or wilful misconduct on its part to the extent determined by a final order of this Court.

### **APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES**

45. **THIS COURT ORDERS** that the Pre-Filing Report of A&M as the proposed monitor of the Applicants dated May 13, 2025, the First Report of the Monitor dated May 21, 2025, the Supplement to the First Report of the Monitor dated May 22, 2025, the Second Report of the Monitor dated June 6, 2025, the Third Report of the Monitor dated July 4, 2025, the Fourth Report of the Monitor dated July 11, 2025 and the Fifth Report, and the activities and conduct of the Monitor referred to therein are hereby approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

46. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and its counsel, as set out in the Fifth Report and the Fee Affidavits, be and are hereby approved.

### **EXTENSION OF THE STAY PERIOD**

47. **THIS COURT ORDERS** that that the Stay Period be and is hereby extended to November 7, 2025.

### **WAGE EARNER PROTECTION PROGRAM ACT**

48. **THIS COURT ORDERS** that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, SC 2005, c. 47, s. 1, effective as of the Closing Date, Li-Cycle Holdings Corp., Li-Cycle Corp. and Li-Cycle Americas Corp. meet the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222.

### **EXTENSION OF AGM DEADLINE**

49. **THIS COURT ORDERS** that the time for Li-Cycle Holdings Inc. to call an annual general meeting of its shareholders, as prescribed by the *Business Corporations Act* (Ontario), is extended until December 31, 2025.

### **APPROVAL OF KEIP**

50. **THIS COURT ORDERS** that the key employee incentive plan (the “**KEIP**”) described in the Supplementary Aziz Affidavit and attached to the Supplementary Aziz Affidavit is hereby

approved and the Remaining Applicants are authorized to make payments in accordance with the terms thereof.

51. **THIS COURT ORDERS** that payments made by the Remaining Applicants pursuant to the KEIP do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

52. **THIS COURT ORDERS** that Remaining Applicants are authorized to deliver such documents as may be necessary to give effect to the KEIP, subject to prior approval of the Monitor, or as may be ordered by this Court.

#### **SEALING**

53. **THIS COURT ORDERS** that: (i) Confidential Appendix “A” to the Fifth Report shall be sealed, kept confidential and shall not form part of the public record until the Effective Time; and (ii) Confidential Exhibit “E” to the Supplementary Aziz Affidavit shall be sealed, kept confidential and shall not form part of the public record pending further Order of the court.

#### **GENERAL**

54. **THIS COURT ORDERS** that the Applicants, the Monitor and the Buyers may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

55. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including the Foreign Bankruptcy Court overseeing the Applicants’ U.S. Proceedings under Chapter 15 of the US Bankruptcy Code in Case No. 25-10991, to give effect to this Order and to assist the Applicants, the Monitor and the Buyers 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 Applicants, the CRO 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 CRO in any foreign proceeding or to assist the CRO, the Applicants, and the Monitor and their respective agents in carrying out the terms of this Order. The CRO is authorized and empowered to act as a representative in respect of the within proceedings in any

jurisdiction outside Canada, including, without limitation, to apply for recognition and enforcement of this Order in the United States.

56. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for filing or entry.

Jessica  
Kimmel

Digitally signed by  
Jessica Kimmel  
Date: 2025.08.01  
16:50:29 -04'00'

**Schedule “A” – Form of Monitor’s Certificate**

Court File No. CV-25-00743053-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

AND IN THE MATTER OF A PROPOSED PLAN  
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICA HUB, INC.

Applicants

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated May 14, 2025 (as amended and restated on May 22, 2025, and as may be further amended and restated from time to time, the “**Initial Order**”), Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the “**Monitor**”) in a proceeding commenced by the Applicant under the *Companies’ Creditors Arrangement Act*.

B. Pursuant to the Approval and Vesting Order of the Court dated July 28, 2025 (the “**Approval and Vesting Order**”), the Court approved the equity and asset purchase agreement between the Applicants and Glencore Canada Corporation dated May 14, 2025, as amended on May 22, 2025 (the “**Purchase Agreement**”), providing for, among other things, the vesting of the Acquired Property in and to the Buyers (both as defined in the Approval and Vesting Order), as applicable, free and clear of all Claims and Encumbrances (both as defined in the Approval and Vesting Order, with such terms not including Assumed Liabilities and Permitted Encumbrances, respectively), which vesting is to be effective upon the delivery by the Monitor to the Buyers (or their counsel) and the Applicants (or their counsel) of this Monitor’s Certificate.



C. Unless otherwise indicated or defined herein, capitalized terms used in this Monitor's Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Purchase Agreement.

**THE MONITOR CERTIFIES** the following:

1. The conditions to Closing set forth in the Purchase Agreement have been satisfied or waived by the Applicants and the Buyers, as applicable.
2. The Buyers have paid and the Applicant has received the Purchase Price for the Acquired Property payable on the Closing Date pursuant to the Purchase Agreement and/or the Approval and Vesting Order.
3. The Transaction has been completed to the satisfaction of the Applicants, the Monitor and the Buyers, respectively.

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ALVAREZ & MARSAL CANADA INC., solely in  
its capacity as Monitor of the Applicants and not in  
its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

## **Schedule “B” – Permitted Encumbrances**

### **Canadian Registrations**

- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Americas Corp. with registration number 20240321 0921 1590 5371 and reference file number 503693784 in favour of Glencore Canada Corporation, as Collateral Agent
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Americas Corp. with registration number 20241204 1516 1590 8785 and reference file number 511667613 in favour of Glencore Canada Corporation
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Americas Corp. with registration number 20241105 0941 9234 7112 and reference file number 510752133 in favour of Citibank, N.A., As Collateral Agent, Attention – Agency & Trust
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Corp. with registration number 20240321 0921 1590 5370 and reference file number 503693721 in favour of Glencore Canada Corporation, as Collateral Agent
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Corp. with registration number 20241204 1517 1590 8786 and reference file number 511667649 in favour of Glencore Canada Corporation
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20240321 0920 1590 5369 and reference file number 503693667 in favour of Glencore Canada Corporation, as Collateral Agent
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20241204 151 1590 8787 and reference file number 511667685 in favour of Glencore Canada Corporation
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20241105 0941 9234 7111 and reference file number 510751944 in favour of Citibank, N.A., As Collateral Agent, Attention – Agency & Trust
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20241107 0847 9234 7175 and reference file number 510836274 in favour of Citibank, N.A., As Collateral Agent, Attention – Agency & Trust
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Inc. with registration number 20240321 0921 1590 5370 and reference file number 503693721 in favour of Glencore Canada Corporation, as Collateral Agent

## **U.S. Registrations**

- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle U.S. Inc. with registration number 20241963949 in favour of Glencore Canada Corporation, As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle U.S. Inc. with registration number 20250254208 in favour of Glencore Canada Corporation, As Noteholder
- Uniform Commercial Code (District of Columbia) financing statement filed against Li-Cycle Holdings Corp. with registration number 2024105495 in favour of Citibank, N.A., As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle U.S. Inc. with registration number 20247782731 in favour of Citibank, N.A., As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle Inc. with registration number 20247782319 in favour of Citibank, N.A., As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle Inc. with registration number 20241963865 in favour of Glencore Canada Corporation, As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle Inc. with registration number 20250253978 in favour of Glencore Canada Corporation, As Noteholder
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle North America Hub, Inc. with registration number 20241963469 in favour of Glencore Canada Corporation, As Collateral Agent
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle North America Hub, Inc. with registration number 20250253739 in favour of Glencore Canada Corporation, As Noteholder
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle North America Hub, Inc. with registration number 20247782665 in favour of Citibank, N.A., As Collateral Agent

## **Schedule “C” – Encumbrances to be Discharged**

### **Canadian Registrations**

- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Americas Corp. with registration number 20230926 1703 1462 7816 and reference file number 797537889 in favour of Atco Structures & Logistics Ltd.
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Corp. with registration number 20210224 1936 1531 4623 and reference file number 770101479 in favour of De Lage Landen Financial Services Canada Inc.
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20240424 1343 1219 2937 and reference file number 504737586 in favour of Canadian Imperial Bank of Commerce
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Holdings Corp. with registration number 20220519 0918 1219 1094 and reference file number 783135369 in favour of Canadian Imperial Bank of Commerce
- *Personal Property Security Act* (Ontario) financing statement filed against Li-Cycle Inc. with registration number 20210224 1936 1531 4623 and reference file number 770101479 in favour of De Lage Landen Financial Services Canada Inc.

### **U.S. Registrations**

- Uniform Commercial Code (New York) financing statement filed against Li-Cycle Inc. with registration number 202209016403755 in favour of Toyota Industries Commercial Finance, Inc.
- Uniform Commercial Code (Delaware) financing statement filed against Li-Cycle North America Hub, Inc. with registration number 20238576257 in favour of National Bulk Equipment, Inc.

**Schedule “D” – Consent Required Assumed Contracts and Cure Amounts**

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
<b>Non-Disclosure Agreements</b>		
AIP-ECS Holdings, LLC	Non-Disclosure Agreement	\$0.00
Andrew Clover	Confidentiality Agreement	\$0.00
Apple Inc.	Apple Confidentiality Agreement	\$0.00
Ara Advisers, LLC	Confidentiality Agreement	\$0.00
Ascend Elements Inc	Confidentiality Agreement	\$0.00
Ascend Elements Inc	Mutual Confidentiality Agreement	\$0.00
Atalaya Capital Management LP	Confidentiality Agreement	\$0.00
Atlas FRM LLC	Confidentiality Agreement	\$0.00
Bain Capital Special Situations, LP	Confidentiality Agreement	\$0.00
Bionomic Industries	Nondisclosure Agreement	\$0.00
Bird Rides Inc	Mutual Non-Disclosure Agreement	\$0.00
Blackrock Alternatives Management, LLC	Non-Disclosure Agreement	\$0.00
Blackstone Management Partners L.L.C.	Confidentiality Agreement	\$0.00
Blue Whale Materials LLC	Confidentiality Agreement	\$0.00
Canada Growth Fund Inc.	Confidentiality Agreement	\$0.00
Colony Capital, LLC	Confidentiality Agreement	\$0.00
Commonwealth of Pennsylvania acting through the Department Of Community And Economic Development	Non-Disclosure Agreement	\$0.00
Cox Automotive Inc	Mutual Non-Disclosure Agreement (as amended)	\$0.00
Delos Capital Partners LLC	Confidentiality Agreement	\$0.00
ECO STOR AS	Confidentiality Agreement	\$0.00
ECO STOR AS	Mutual Confidentiality Agreement	\$0.00
ECO STOR AS	Mutual Confidentiality Agreement	\$0.00
Ecobat Solutions Holdings, LLC	Confidentiality Agreement	\$0.00
Ecobat, LLC	Confidentiality Agreement	\$0.00
Energys Delaware Inc	Mutual Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
F.F.P. Systems Inc.	Unilateral Non-Disclosure Agreement	\$0.00
Ganzhou Tengyuan Cobalt New Material Co.	Mutual Confidentiality Agreement	\$0.00
Hartree Partners, LP	Confidentiality Agreement	\$0.00
Koch Disruptive Technologies, LLC	Non-Disclosure Agreement	\$0.00
Koch Disruptive Technologies, LLC	Non-Disclosure Agreement	\$0.00
Korea Zinc Company Ltd	Mutual Confidentiality Agreement	\$0.00
LG Energy Solution, Ltd	Confidentiality Agreement	\$0.00
Lohum Cleantech Private Limited	Mutual Confidentiality Agreement	\$0.00
Missouri Cobalt LLC (f/k/a/ Us Strategic Metals)	Confidentiality Agreement	\$0.00
OIC, L.P.	Confidentiality Agreement	\$0.00
ReElement Technologies Corporation	Mutual Confidentiality Agreement	\$0.00
Stonepeak Partners LLC	Confidentiality Agreement	\$0.00
Tailwater Capital LLC	Confidentiality Agreement	\$0.00
TPG Global, LLC	Confidentiality Agreement	\$0.00
Ultramax Batteries Limited	Mutual Confidentiality Agreement	\$0.00
Univar Solutions Canada Ltd	Mutual Non Disclosure Agreement	\$0.00
Veolia ES Technical Solutions, LLC	Confidentiality Agreement	\$0.00
West Street Capital Partners VIII, L.P.	Confidentiality Agreement	\$0.00
<b>IT Contracts</b>		
Ahearn & Soper Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Azure Infrastructure	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Bamboo	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Bell	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Canary Labs, Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Charter Communications Holdings LLC dba Spectrum	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$996.90
Cisco Meraki	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
ClickSMS	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
CloudCoders Pty Ltd	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Cox Communications Arizona, LLC	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Crown Castle Fiber LLC	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
CyberHunter Solutions Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
DeepL	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
eLogger	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$14,333.00
Evisort Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Expensify	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Freshservice	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Frontier Communications	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
HostPapa, Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Metrix Software America Inc.	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$33,392.76
Microsoft (Insight)	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Net-2-Net	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$164,164.78



<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
OneSource	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$10,566.50
OpenPath	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$4,527.04
Oracle Canada ULC	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$331,576.21
Perimeter 81 LLC	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Rand A Technology Corporation	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Softchoice	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
Stack Holdings GmbH dba Eversign GmbH	All contract(s) related to the products and services provided by the Assumed Contract Notice Party set out on Appendix I.	\$0.00
<b>Leases</b>		
George A Wright & Son Limited	158 Hagerman Ave., Kingston, ON - Lease (Commercial)	\$12,773.59

**APPENDIX I TO SCHEDULE D**

<b>Type</b>	<b>Legal Entity</b>	<b>Vendor</b>	<b>Description</b>	<b>Account /Contract Number</b>
Service	Li-Cycle Corp	Ahearn & Soper Inc.	Label printing application used to interface printers with NetSuite (Bartender)	
Service	Li-Cycle Corp	Azure Infrastructure	Cloud infrastructure	
Service	Li-Cycle Corp.	Bamboo	HRIS system used for recruiting, onboarding, and vacation management in EMEA	
Service	Li-Cycle Americas Corp.	Bell	Internet service for Hagerman Spoke (Kingston)	543535454
Service	Li-Cycle Americas Corp.	Bell	Internet service for Hagerman Spoke (Kingston)	537818709
Service	Li-Cycle Corp	Canary Labs, Inc.	OT data historian.	
Service	Li-Cycle North America Hub, Inc.	Charter Communications Holdings LLC dba Spectrum	Internet service for the Hub	Account Number: 2238600701
Software	Li-Cycle Corp	Cisco Meraki	License renewals for managing internal networks, wireless, cameras and firewalls	85616809
Service	Li-Cycle Corp	ClickSMS	SMS service to send alert from operations to operators	
Service	Li-Cycle Corp	CloudCoders	WMS application used to interface scanners with NetSuite	

Type	Legal Entity	Vendor	Description	Account /Contract Number
Service	Li-Cycle Inc.	Cox Communications Arizona, LLC	Internet service for Arizona Warehouse 2 (Pecos)	Account Number: 001 8502 290087501, Cox PIN: 7035
Service	Li-Cycle North America Hub, Inc.	Crown Castle Fiber LLC	Internet service for the Hub (Rochester)	
Service	Li-Cycle Corp	CyberHunter Solutions Inc.	Cybersecurity service and infrastructure (MDR, NDR)	
Software	Li-Cycle Corp.	DeepL	Software used for proper translation	
Software	Li-Cycle Corp.	eLogger	Operational log book	
Service	Li-Cycle Corp.	Evisort	Intelligent Contract Automation	
Service	Li-Cycle Corp	Expensify	Cloud-based expense report software that allows you to track your expenses, create expense reports, manage employee expenses and get reimbursed quickly	
Service	Li-Cycle Corp.	Freshservice	Cloud-based IT Service Management (ITSM) and Employee Service Management (ESM) solution that helps organizations manage IT services and operations efficiently	
Service	Li-Cycle Inc.	Frontier Communications	Internet for Arizona Spoke (Gilbert)	928-197-9514-022622-8

Type	Legal Entity	Vendor	Description	Account /Contract Number
Service	Li-Cycle Inc.	Frontier Communications	Internet for New York Spoke (Rochester)	585-198-5482-111920-6
Service	Li-Cycle Inc.	Frontier Communications	Internet for New York Spoke (Rochester)	585-723-5354-111820-6
Service	Li-Cycle Corp	HostPapa	Webhosting for Li-Cycle.com	
Service	Li-Cycle Americas Corp.	Metrix Software America Inc.	Health & safety incident reporting system (IsoMetrix)	
Service	Li-Cycle Corp	Microsoft	Exchange Online (Plan 1)	11267204
Service	Li-Cycle Corp	Microsoft	Microsoft Intune Plan 1	11267204
Service	Li-Cycle Corp	Microsoft	Microsoft Teams Domestic and International	11267204
Service	Li-Cycle Corp	Microsoft	Microsoft Teams Premium	11267204
Service	Li-Cycle Corp	Microsoft	Microsoft Teams Shared Devices	11267204
Service	Li-Cycle Corp	Microsoft	Office 365 Extra File Storage	11267204
Service	Li-Cycle Corp	Microsoft	Planner and Project Plan 3	11267204
Service	Li-Cycle Corp	Microsoft	Planner Plan 1	11267204
Service	Li-Cycle Corp	Microsoft	Power Automate Per User Plan	11267204
Service	Li-Cycle Corp	Microsoft	Power Automate Premium	11267204

Type	Legal Entity	Vendor	Description	Account /Contract Number
Service	Li-Cycle Corp	Microsoft	Power BI Premium Per User Add-On	11267204
Service	Li-Cycle Corp	Microsoft	Power BI Pro	11267204
Service	Li-Cycle Corp	Microsoft	Visio Plan 2	11267204
Service	Li-Cycle Corp	Microsoft (CSP Is the vendor)	Azure Plan Consumption	11267204
Service	Li-Cycle Corp	Microsoft E5	Email, Teams, OneDrive, Office Suite (includes apps)	11267204
Service	Li-Cycle Corp	Microsoft F3	Email, Teams, OneDrive, Office Suite (web only)	11267204
Service	Li-Cycle Corp	Microsoft Teams Domestic Calling Plan	Domestic calling phone numbers in Teams	11267204
Software	Li-Cycle Corp	Net-2-Net	Barracuda Essentials Protection	
Software	Li-Cycle Corp	Net-2-Net	Barracuda Sentinel for Office 365	
Service	Li-Cycle Corp	Net-2-Net	Cloudflare: DNS hosting	
Service	Li-Cycle Corp	Net-2-Net	Off-Site Backup - Silver Plan	
Service	Li-Cycle Corp	Net-2-Net	Proactive Service Monitoring	
Service	Li-Cycle Corp	Net-2-Net	Remote Access , Inventory Management	
Software	Li-Cycle Corp	Net-2-Net	Webroot AntiVirus	
Software	Li-Cycle Corp	Net-2-Net	Windows Server Lisc	

Type	Legal Entity	Vendor	Description	Account /Contract Number
Service	Li-Cycle Corp.	Net-2-Net	SonicWall TZ500 Firewall - Hagerman Kingston ON , Canada	
Service	Li-Cycle Holdings Corp.	OneSource	Denied Party Screening	
Service	Li-Cycle Corp.	OpenPath	Digital sign in at facilities	
Service	Li-Cycle Corp	Oracle Canada ULC	NetSuite serves as our primary global system for financials (order-to-cash, procure-to-pay), and as our system of record for manufacturing (plan-to-produce). It manages all core transactions, including sales orders, purchase orders, bills, and inventory.	
Software	Li-Cycle Corp.	Perimeter 81 LLC	Cloud solution for virtual private network. Allows to access internal network outside of the organization	
Software	Li-Cycle Corp.	Rand A Technology Corporation	Autodesk which is used for Spoke design	
Service	Li-Cycle Corp.	Softchoice	Automox: Patch management software for servers, desktops, and laptops	
Service	Li-Cycle Corp.	Stack Holdings GmbH dba Eversign GmbH	Xodo sign: e-signature	

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO LI-CYCLE HOLDINGS CORP. ET AL.

Court File No. CV-25-00743053-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**APPROVAL AND VESTING ORDER**

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Lawyers for the Applicants

**Exhibit 2**

**Stalking Horse Agreement**



**EQUITY AND ASSET PURCHASE AGREEMENT**

Dated as of May 14, 2025

by and among

GLENCORE CANADA CORPORATION,

as Buyer,

and

LI-CYCLE HOLDINGS CORP.

and the other Persons listed on Schedule I hereto,

as the Sellers

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**Exhibits**

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Exhibit B	Sale and Investment Solicitation Procedures
Exhibit C	SISP Order
Exhibit D	Approval and Vesting Order
Exhibit E	Form of Bill of Sale, Assignment and Assumption Agreement

## EQUITY AND ASSET PURCHASE AGREEMENT

THIS EQUITY AND ASSET PURCHASE AGREEMENT (together with all schedules and exhibits referenced herein, collectively the “Agreement”), dated as of May 14, 2025 (the “Agreement Date”), by and among, Glencore Canada Corporation, a corporation existing under the laws of the Province of Ontario (“Buyer”), and Li-Cycle Holdings Corp., a corporation existing under the laws of the Province of Ontario (“Seller Parent”) and each of the other Persons set forth on Schedule I attached hereto (each, including Seller Parent, a “Seller” and collectively with Seller Parent, the “Sellers”). Buyer and the Sellers are collectively referred to herein as the “Parties” and each, a “Party”.

### RECITALS:

A. Reference is made to (i) that certain amended and restated senior secured convertible note issued to Buyer by Seller Parent on March 25, 2024 and amended and restated on January 31, 2025 in the original principal amount of \$81,573,643.75 as of January 31, 2025, as such note may be further amended from time to time (“Secured Note 1”); (ii) that certain amended and restated convertible note issued to Buyer by Seller Parent on May 5, 2022 as subsequently amended and restated on March 25, 2024 and January 31, 2025 in the original principal amount of \$124,059,131.32 as of January 31, 2025, as such note may be further amended from time to time (“Secured Note 2”, and together with Secured Note 1, the “Secured Convertible Notes”); (iii) that certain amended and restated convertible note issued to Buyer by Seller Parent on May 5, 2022 as subsequently amended and restated on March 25, 2024 and January 31, 2025 in the original principal amount of \$121,772,741.47 as of January 31, 2025, as such note may be further amended from time to time (“Unsecured Note”); and (iv) in the case of each of clauses (i), (ii) and (iii) above, any PIK Notes (as defined herein) issued in satisfaction of interest due and payable, or accrued but unpaid, thereon (collectively, the “Convertible Notes”). The obligations under the Convertible Notes (the “Convertible Note Obligations”) described in clauses (i) and (ii) above are secured by valid and duly perfected liens, mortgages and other encumbrances in and upon certain property and assets of, among other parties, certain of the Sellers.

B. Li-Cycle U.S. Inc., a Delaware corporation (the “U.S. Equity Seller” or “Li-Cycle U.S.”), owns 100% of the outstanding equity interests (the “U.S. Transferred Equity Interests”) of Li-Cycle Inc., a Delaware corporation (the “U.S. SpokeCo” or the “U.S. Transferred Entity”), which corporation shall convert into a Delaware limited liability company (the “Conversion”).

C. Seller Parent owns 100% of the outstanding shares (the “Swiss Transferred Equity Interest”, and together with the U.S. Transferred Equity Interests, the “Transferred Equity Interests”) of Li-Cycle Europe AG, a stock corporation (*Aktiengesellschaft*), established under the laws of Switzerland with its corporate seat in Baar, Switzerland and its business address at Neuhofstrasse 8, 6340 Baar, Switzerland and registered in the commercial register of the canton of Zug, Switzerland under company registration number CHE-276.781.098 (the “Swiss Entity” and together with the U.S. SpokeCo, the “Direct Transferred Entities”).

D. The Swiss Entity owns 100% of the shares in Li-Cycle Germany GmbH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) under the laws of the Federal Republic of Germany and its business address at Lange Göhren 4, 39717 Sülzetal OT Osterweddingen and

registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stendal, Germany under HRB 32081 (the “German SpokeCo”, and together with the Direct Transferred Entities, the “Transferred Entities”).

E. Seller Parent intends to seek the Initial Order (as defined herein) and the A&R Initial Order (as defined herein) from the Ontario Superior Court of Justice (Commercial List) (the “CCAA Court”) to obtain protection from its creditors under *the Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “CCAA”, and the “CCAA Proceeding”).

F. The Sellers intend to commence ancillary insolvency proceedings under Chapter 15 of Title 11 of the United States Code (the “U.S. Proceedings”) in the United States Bankruptcy Court for the Southern District of New York (the “U.S. Bankruptcy Court”).

G. Subject to the CCAA Court approval and the satisfaction of certain terms and conditions set forth in the DIP Term Sheet, Seller Parent will be indebted to Glencore International AG (the “DIP Lender”) under the DIP Term Sheet (as defined herein) in a maximum principal amount of up to \$10,500,000, *plus*, if applicable, the Incremental Winddown Amount (as defined herein), together with all interest, fees and costs incurred or accruing on or thereafter or relating thereto (the “DIP Obligations”).

H. Upon the terms and subject to the conditions set forth in this Agreement, and as authorized under the applicable provisions of the CCAA, Buyer intends to effect a credit bid in respect of a portion of the Secured Convertible Note Obligations owed to Buyer under the Convertible Notes and the DIP Obligations owed under the DIP Term Sheet, pursuant to which the Sellers shall sell, transfer and assign to Buyer, and Buyer shall acquire and assume from the Sellers, the Transferred Assets (as defined herein), the Transferred Equity Interests and the Assumed Liabilities (as defined herein).

I. The Sellers will seek the SISP Order (as defined herein) in order to obtain the approval of this Agreement by the CCAA Court as a “stalking horse bid” and the SISP (as defined herein).

J. In the event that this Agreement is selected as the Successful Bid (as defined in the SISP Order) in accordance with the terms of the SISP, the Sellers and Buyer shall consummate the Transaction.

K. Each of the Sellers has determined that it is in their respective best interests to enter into this Agreement and, subject to approval by the CCAA Court and approval by the U.S. Bankruptcy Court with respect to the equity interests or assets and property of Li-Cycle U.S. Inc. and Li-Cycle North America Hub, Inc. (together with Li-Cycle U.S., the “U.S. Entities”), as applicable, the terms of the SISP and entry of the SISP Recognition and Section 363 Order (as defined herein) by the U.S. Bankruptcy Court, to consummate the Transaction on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the Parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 Defined Terms. As used herein, and to the extent not otherwise defined herein, the terms below shall have the following respective meanings:

“A&R Initial Order” shall mean the amended and restated initial order of the CCAA Court, substantially in the form to be settled among the Parties in accordance with Section 7.1(a) and attached hereto as Exhibit A.

“Accrued Wages” shall mean, with respect to each Hired Employee, the amount of accrued and unpaid wages, and the amount of accrued and unpaid payroll and other withholding taxes in respect thereof, payable by any of the Sellers since the last payroll date occurring immediately prior to the Closing Date.

“Affiliate” shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning set forth in the Preamble.

“Agreement Date” shall have the meaning set forth in the Preamble.

“Allocation Schedule” shall mean the schedule allocating the Purchase Price and the Assumed Liabilities in accordance with the Tax Act, Section 1060 of the Code and the Treasury Regulations thereunder and any corresponding requirements of any state, local, Canadian, provincial or foreign Tax Laws, as applicable.

“Alternative Transaction” shall mean the sale, transfer, other disposition, directly or indirectly, including through an asset sale, share sale, plan of arrangement merger, amalgamation, foreclosure or other transaction, including pursuant to a CCAA Proceeding, Chapter 11 plan approved by the Bankruptcy Court or other proceeding, of any material portion of the Transferred Assets or the Transferred Entities, in a single transaction or a series of transactions, with one or more Persons other than Buyer (or its Affiliates).

“Anti-Corruption Laws” shall mean: (i) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, 1997 (the “OECD Convention”), (ii) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (iii) the *Corruption of Foreign Public Officials Act* (Canada); (iv) the relevant provisions of the *Criminal Code* (Canada); (v) the UK Bribery Act 2010, the Prevention of Corruption Act 1916, the Public Bodies Corrupt Practices Act 1889; and (vi) any other applicable law



(including any: statute, ordinance, rule or regulation; order of any court, tribunal or any other judicial body; and rule, regulation, guideline or order of any public body, or any other administrative requirement) which (i) prohibits the conferring of any gift, payment or other benefit to any person or any officer, employee, agent or advisor of such person; and (ii) is substantially equivalent to the above U.S., Canadian or United Kingdom laws or was intended to enact the provisions of the OECD Convention or which has as its objective the prevention of corruption.

“Anti-Money Laundering Laws” shall mean all applicable laws and regulations related to money laundering and financial record keeping, including related reporting requirements which are applicable to any of Seller Parent or any of its Subsidiaries.

“Approval and Vesting Order” shall mean the approval and vesting order of the CCAA Court, substantially in the form to be settled between the Parties in accordance with Section 7.1(a) and attached hereto as Exhibit D.

“Asset Sellers” shall mean each of the Persons listed under such heading on Schedule I attached hereto, including, for the avoidance of doubt, the Intellectual Property Seller.

“Assumed Contracts” shall mean the Contracts listed on Section 2.7(a) of the Sellers’ Disclosure Schedule, including the Assumed Leases, as such schedule may be amended from time to time pursuant to Section 2.7.

“Assumed Debt Obligations” shall have the meaning set forth in Section 2.5(c).

“Assumed U.S. Contract” shall mean any Assumed Contract governed by the laws of the United States or a jurisdiction located within the territory of the United States.

“Assumed Leases” shall mean those Leases listed on Section 2.7(a) of the Sellers’ Disclosure Schedule, as such schedule may be amended from time to time pursuant to Section 2.7.

“Assumed Liabilities” shall have the meaning set forth in Section 2.5.

“ATVM Program” shall mean the Advanced Technology Vehicles Manufacturing Incentive Program established by section 136 of the Energy Independence and Security Act of 2007, as amended, and administered by the DOE.

“AVO Recognition and 363 Order” shall mean the order of the U.S. Bankruptcy Court in the U.S. Proceedings, substantially in the form to be settled among the Parties, in accordance with Section 7.1(a), recognizing and giving effect to the Approval and Vesting Order and, authorizing entry of the U.S. Entities into this Agreement, the other transaction documents contemplated hereby and the consummation by the U.S. Entities and their Subsidiaries of the Transaction, pursuant to Sections 363 and 1520 of the Bankruptcy Code.

“Avoidance Actions” shall mean: (i) any claims or causes of action in respect of any fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or

provincial legislation; and (ii) those claims and causes of action (whether or not asserted as of the Agreement Date) that any Seller may have against any third party, including any Governmental Entity, under Chapter 5 of the Bankruptcy Code, or state fraudulent conveyance, fraudulent transfer or other similar state Laws.

“Bankruptcy Code” shall mean chapter 11 of Title II of the United States Code, 11 U.S.C. §§ 101 et seq, as amended.

“Benefit Plan” shall mean all oral or written plans, arrangements, agreements, programs, policies, practices or undertakings, with the exception of statutory or government sponsored plans, with respect to the employees or the beneficiaries or dependents of any such employees or pursuant to which any of the Sellers is a party to or bound by or to which any of the Sellers has an obligation to contribute relating to or sponsors, contributes to, provides benefits under or through, or maintains, or with respect to which the Asset Seller or the Equity Seller has any direct or indirect present or future liability, in each case whether or not subject to ERISA, including:

- (i) each “employee benefit plan” (within the meaning of Section 3(3) of ERISA), including, without limitation, bonus, profit sharing or deferred profit sharing, performance compensation, deferred or incentive compensation, equity-based, share compensation, share purchase or share option purchase, share appreciation rights, phantom stock, restricted stock unit, stock option, employee loans, or any other compensation or perquisites (including vehicles) in addition to salary or wages;
- (ii) retirement or retirement savings, including registered or unregistered pension plans, pensions, supplemental pensions, registered retirement savings plans and retirement compensation arrangements;
- (iii) insured or self-insured benefits for or relating to income continuation or other benefits during absence from work (including short-term disability, long-term disability and workers compensation), hospitalization, health, welfare, legal costs or expenses, medical or dental treatments or expenses, life insurance, accident, death or survivor’s benefits, vacation or vacation pay, sick pay, supplementary employment insurance, day care, tuition or professional commitments or expenses or similar employment benefits and post-employment benefits; or
- (iv) any plans, arrangements, programs, practices or undertakings similar to the foregoing, but excluding, for the avoidance of doubt, any statutory benefit plans that the Sellers are required to participate in or comply with, including the Canada and Quebec Pension Plans and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation; but excluding any arrangements with employees or consultants that are authorized and approved pursuant to the CCAA and secured by court charges therein.

“Bill of Sale and Assignment and Assumption Agreement” shall have the meaning set forth in Section 3.1(b)(i).

“BIA” shall mean the Bankruptcy and Insolvency Act, R.S.C., 1985, c. B-3, as amended.

“Books and Records” has the meaning given to such term in Section 2.2(m).

“Break Fee” shall mean an amount equal to \$1,000,000.

“Business” shall mean the business of recycling and recovering critical battery-grade materials conducted by the Asset Sellers and the Transferred Entities in (i) the United States of America; (ii) Germany; and (iii) Switzerland.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in Toronto, Canada or Baar, Switzerland are authorized or obligated by Law or executive order to close.

“Business Software” shall mean all Software owned or purported to be owned by, or developed by or for, any Seller or any Transferred Entity and used in the operation of the Business, but excluding commercially available off-the-shelf software.

“Buyer” shall have the meaning set forth in the Preamble.

“Buyer Debt” shall have the meaning set forth in Section 4.20.

“Buyer’s Fundamental Representations” shall mean the representations and warranties made by Buyer in: (i) Section 5.1 (*Organization and Good Standing*); (ii) Section 5.2 (*Power and Authority*); and (iii) Section 5.3 (*No Contravention*).

“Canadian Assets” shall mean any Transferred Assets acquired by the Canadian Buyer from any Canadian Seller.

“Canadian Buyer” shall have the meaning set forth in Section 2.3.

“Canadian Sellers” shall mean (i) Seller Parent; (ii) solely to the extent such entity is party to an Assumed Contract, Li-Cycle Americas Corp., a corporation existing under the laws of the Province of Ontario; and (iii) Li-Cycle Corp., a corporation existing under the laws of the Province of Ontario.

“Carve-Out Condition Amount” shall have the meaning set forth in Section 8.1(i) of the Sellers’ Disclosure Schedule.

“Carve-Out Entities” shall mean the Persons listed on Schedule II attached hereto.

“CCAA” shall have the meaning set forth in Recital E.

“CCAA Court” shall have the meaning set forth in Recital E.

“CCAA Proceeding” shall have the meaning set forth in Recital E.

“Claim” shall mean any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims,

indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, Encumbrances, guarantees, franchises, Avoidance Actions, counterclaims and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Filing Date, in contract, tort, law, equity, or otherwise pursuant to any theory of law. Claim also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest claims or interests; (c) claims pursuant to section 362 of the Bankruptcy Code; (d) claims pursuant to the CCAA; and (e) such claims and defenses as fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

“Closing” shall mean the consummation of the Transaction.

“Closing Date” shall have the meaning set forth in Section 3.1.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Collective Bargaining Agreement” shall have the meaning set forth in Section 4.11(a).

“Company Entities” shall mean Seller Parent and/or each of its Subsidiaries party to the DOE Loan Documents.

“Confidential Information” shall mean all information in any form or medium that relates to the Business, the Transferred Entities, the Transferred Assets, the Transferred Equity Interests or the Assumed Liabilities, including financial information, projections, pricing structures, technical data, Trade Secrets, Personal Information, and identities of, and arrangements with, customers and suppliers, software and databases, but shall not include any information that (i) at the time of disclosure thereof is generally available to the public (other than as a result of disclosure in violation of this Agreement), (ii) is already in the recipient’s possession or comes into recipient’s possession on a non-confidential basis (other than as a result of disclosure in violation of this Agreement) from a party that is not known by recipient to be subject to any confidentiality agreement or obligation with respect to such information, or (iii) is independently developed by the receiving party without reliance on or use of any Confidential Information.

“Consents and Approvals” shall mean the consents, approvals, Permits, notifications or waivers from, and filings with, third parties (including any Governmental Entity) as may be required in connection with or to complete the Transaction, in form and substance satisfactory to Buyer, as set forth in Section 2.7(b) of the Sellers’ Disclosure Schedule, which Section 2.7(b) of the Sellers’ Disclosure Schedule shall be updated in accordance with Section 2.7(b).

“Consolidated Tax Returns” shall mean any Tax Returns with respect to U.S. and non-U.S. federal, state, provincial or local income Taxes that are paid on an affiliated, consolidated, combined, unitary or similar basis that include Sellers or any of their Affiliates.

“Contract” shall mean any lease, sublease, license, sublicense, deed, commitment, entitlement, engagement, agreement, contract, contract right, obligation, trust, purchase order, sale order, instrument and other similar arrangements, whether or not in written form, that is binding upon a Person or its property (including any commitment to enter into any of the foregoing).

“Contracting Parties” shall have the meaning set forth in Section 10.14.

“Conversion” shall have the meaning set forth in Recital B.

“Credit Bid Amount” shall have the meaning set forth in Section 3.2.

“Credit Documents” shall mean, collectively, (i) the Convertible Notes (as may be amended, modified, restated or split in accordance with this Agreement, including the Pre-Acquisition Reorganization Steps), (ii) any instrument issued by any Seller or entered into by any Seller and Buyer in replacement, in part or in whole, of any of the Convertible Notes in connection with the Pre-Acquisition Reorganization Steps, and (iii) the DIP Term Sheet.

“Cure Amounts” shall mean the aggregate amount, if any, that is required to be paid to cure any monetary defaults of any Seller as of the Closing under the Assumed Contracts as determined for each Assumed Contract: (i) by mutual agreement between the applicable Seller, Buyer and the third-party thereto and (ii) pursuant to section 11.3 of the CCAA.

“Cure Amounts Schedule” has the meaning given to such term in Section 2.7(e).

“Debt” shall mean, without duplication, (i) indebtedness or other obligations for borrowed money or in respect of loans or advances or issued in substitution for or exchange of indebtedness for borrowed money or loans or advances, whether short-term or long-term, secured or unsecured, (ii) any indebtedness or other obligations evidenced by any note, bond, debenture or other debt security or instrument, (iii) all obligations to pay the deferred or unpaid purchase price of property or services, contingent or otherwise (including all “earn-out” obligations, seller notes, installments or similar payments), (iv) all obligations under interest rate and currency hedging agreements, including swap breakage or associated fees, (v) all obligations arising from bankers’ acceptances, letters of credit (to the extent drawn), surety or performance bonds and cash/book overdrafts or similar facilities or instruments, (vi) all obligations for the payment of which a Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including guarantees of such obligations, (vii) any obligations under leases that have been or are required to be, in accordance with GAAP, recorded as capital leases, (viii) any indebtedness or other obligations secured by an Encumbrance on any Seller’s interest in any assets, and (ix) all accrued interest, premiums, penalties (including any prepayment penalties or premiums, fees or make-whole payments) and other obligations related to any of the foregoing.

“Direct Transferred Entities” has the meaning given to such term in Recital C.

“DIP Facility” shall mean the debtor-in-possession credit facility to be made available and advanced by Buyer to Seller Parent pursuant to, and in accordance with the DIP Term Sheet.

“DIP Lender” has the meaning given to such term in Recital G.

“DIP Term Sheet” shall mean (i) the term sheet entered into as of the date hereof between the DIP Lender and Seller Parent, pursuant to which the DIP Lender shall provide the DIP Facility to Seller Parent and, to the extent contemplated therein, its Subsidiaries and (ii) if Seller Parent, its Subsidiaries (as applicable) and the DIP Lender enter into definitive documents with respect to the DIP Facility.

“DOE” shall mean the U.S. Department of Energy, an agency of the United States of America.

“DOE Loan Documents” shall mean (i) that certain Loan Arrangement and Reimbursement Agreement, dated November 7, 2024, among DOE, Li-Cycle U.S., Li-Cycle North America Hub, Inc. and Li-Cycle, Inc. (the “LARA”), (ii) and that certain Note Purchase Agreement, dated November 7, 2024, by and among FFB, Li-Cycle U.S. and Secretary of Energy (the “NPA”), and (iii) all other Financing Documents (as defined in the LARA).

“Encumbrance” shall mean any Claim, pledge, option, charge, hypothecation, easement, security interest, lien, license, right-of-way, encroachment, mortgage, statutory or deemed trust, and deed of trust or other encumbrance.

“Environmental Law” shall mean any Law concerning pollution, protection or restoration of the environment or natural resources or human health or safety, including any Law governing the labelling, use, transportation, manufacture, processing, generation, distribution, treatment, storage, discharge, release, disposal, clean-up or handling of, or exposure to, Hazardous Material.

“Environmental Permits” shall mean those Permits required under Environmental Law.

“Equity Seller” shall mean the Persons listed under such heading on Schedule I attached hereto.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” shall mean, with respect to any Person, any trade or business (whether or not incorporated) which is a member of a group of which such Person is a member and which would be deemed to be a “controlled group” within the meaning of Sections 414(b), (c), (m) and (o) of the Code or Section 4001(b)(1) of ERISA that includes the Sellers.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Excluded Assets” shall mean the assets set forth in Section 2.3.

“Excluded Cash” shall have the meaning set forth in Section 2.4(m).

“Excluded Contracts” shall have the meaning set forth in Section 2.4(a).

“Excluded Liabilities” shall have the meaning set forth in Section 2.6.

“Expense Reimbursement” shall mean all reasonable and documented out-of-pocket fees and expenses including, all professional fees and expenses, to be paid to Buyer incurred by Buyer and its Affiliates in connection with the negotiation, execution and consummation of this Agreement in an aggregate amount equal to the amount of such expenses, plus applicable Taxes, up to a maximum of \$200,000, to the extent not otherwise payable pursuant to the terms of the DIP Term Sheet.

“FFB” shall mean the Federal Financing Bank, an instrumentality of the United States government created by the Federal Financing Bank Act of 1973 that is under the general supervision of the Secretary of Treasury.

“Filing Date” shall mean the date on which Seller Parent and the other Sellers obtain the Initial Order under the CCAA.

“Final”, with respect to any order of any court of competent jurisdiction, shall mean that: (i) such order shall not have been stayed, appealed, varied (except with the consent of Buyer and the Sellers) or vacated, and all time periods within which such order could at law be appealed shall have expired; or (ii) such order is no longer the subject of any continuing proceedings seeking to stay, appeal, vary (except with the consent of Buyer and the Sellers) or vacate such order, all such proceedings having been discontinued, denied, dismissed, and otherwise unsuccessfully concluded, and the time for appealing or further appealing the disposition of such proceedings shall have expired.

“Final Exhibits” shall have the meaning set forth in Section 7.1(a).

“Financial Statements” shall mean the audited financial statements of Seller Parent for the year ending December 31, 2024, including the notes thereto.

“Further Order” shall have the meaning set forth in Section 2.7(c).

“GAAP” shall mean United States generally accepted accounting principles.

“Governmental Entity” shall mean any (i) federal, state, provincial, local, municipal, foreign or other government, (ii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court, arbitrator or other tribunal) or (iii) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“Hazardous Material” shall mean any material, substance or waste (i) defined, classified or otherwise characterized as “hazardous”, “hazardous waste”, “radioactive”, “deleterious”, “toxic”, “caustic”, “dangerous”, a “contaminant”, a “pollutant”, a “dangerous good”, a “waste”, a “special waste”, a “source of contamination” or a “source of a pollutant” or words of similar meaning or regulatory effect, (ii) that is subject to, or the presence or concentration of which in soil, sediment, ground water or surface water is regulated under, any Environmental Law or (iii) which may pose a threat to the environment or to human health or safety, including asbestos, asbestos-containing materials, lead or lead-based paint, polychlorinated biphenyls, mold, mildew, fungi, oil, waste oil, petroleum, petroleum productions, lead-containing paint, lead-containing plumbing, polychlorinated biphenyls, per- or polyfluoroalkyl substances, radioactive materials, radon, or urea formaldehyde foam insulation.

“Hired Employees” shall mean, collectively, the employees of the Sellers who accept an offer of employment by Buyer or an Affiliate of Buyer, as applicable, at or prior to the Closing and actually commence employment with either Buyer or an Affiliate of Buyer, as applicable, upon the Closing.

“HST” shall mean all goods and services tax and harmonized sales tax imposed under the HST Legislation, and any provincial, territorial or foreign legislation imposing a similar value added or multi-staged tax.

“HST Legislation” shall mean Part IX of the *Excise Tax Act*, R.S.C., 1985, c. E-15, and any corresponding, applicable provincial legislation.

“Indemnified Taxes” shall mean, without duplication, any and all Taxes (i) of (or imposed upon) U.S. SpokeCo for any Pre-Closing Tax Period (determined in accordance with Section 6.13) or (ii) required to be paid by Buyer or U.S. SpokeCo to a Governmental Entity solely by reason of the joint liability of U.S. SpokeCo with any Seller or any Affiliate of any Seller with respect to those Taxes (including any Liability for Taxes pursuant to Treasury Regulations Section 1.1502-6 or any Liability for Taxes under any analogous state, provincial, local or non-U.S. law) or by reason of U.S. SpokeCo having been (or ceasing to be) a member of any consolidated, combined or unitary group on or prior to the Closing.

“ICA” shall mean the *Investment Canada Act* (Canada), as amended, and the regulations promulgated thereunder.

“ICA Approval” shall mean either: (i) prior to or following notice by Buyer to the Director of Investments pursuant to the ICA, the Minister has not sent to Buyer a notice under subsection 25.2(1) of the ICA in respect of the Transaction within the prescribed time period and the Minister has not made an order under subsection 25.3(1) of the ICA in respect of the Transaction within the prescribed time period; or (ii) if such a notice pursuant to the ICA has been sent or such an order under subsection 25.3(1) of the ICA has been made, Buyer has subsequently received any of the following: (A) a notice under paragraph 25.2(4)(a) of the ICA indicating that a review of the Transaction on grounds of national security will not be commenced; (B) a notice under paragraph 25.3(6)(b) of the ICA



indicating that no further action will be taken in respect of the Transaction; or (C) a copy of an order under paragraph 25.4(1)(b) authorizing the Transaction.

“Incremental Winddown Amount” shall mean an amount equal to (i) if the Total Rochester Option is exercised, \$1,250,000 or (ii) if a Partial Rochester Option is exercised, the reasonable, out-of-pockets costs of Sellers associated with the liquidation of the assets excluded pursuant to the exercise of such Partial Rochester Option, based on reputable third-party quotes for such costs provided to Buyer on or prior to the date that is two (2) Business Days prior to the Closing, up to a maximum amount of \$1,250,000.

“Initial Order” shall mean the initial order of the CCAA Court, in form and substance acceptable to Buyer, acting reasonably.

“Insolvency Proceedings” shall mean any action, application, petition, suit or other proceeding under any bankruptcy, receivership arrangement, reorganization, dissolution, liquidation, insolvency, winding-up or similar law of any jurisdiction now or hereafter in effect, for the relief from or otherwise affecting creditors of Seller Parent or the other Sellers, including under the BIA (including the filing of a notice of intention to make a proposal), the CCAA (including the CCAA Proceeding), the *Winding-up and Restructuring Act*, R.S.C., 1985, c. W-11, as amended, or the Bankruptcy Code by, against, or in respect of Seller Parent or any other Seller.

“Insurance Proceeds” shall mean all insurance proceeds actually received in respect of any casualty loss or damage suffered by any Transferred Asset prior to the Closing Date that is covered by insurance maintained by the Sellers or their Affiliates, net of any expenses (including any deductibles retained by the Sellers) incurred in connection with the receipt of such proceeds, to be applied to restore or replace such Transferred Asset.

“Intellectual Property” shall mean any and all right, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including all: (i) patents and patent applications, together with all reissuances, divisionals, continuations, continuations-in-part, revisions, substitutions, provisionals, renewals, extensions, and re-examinations thereof, and all rights to claim priority from any of the foregoing (collectively, “Patents”); (ii) trademarks, service marks, logos, trade names, brand names, corporate names, trade dress, trade styles, and other indicators of the commercial source or origin of a product or service, and general intangibles of a like nature, in each case, whether or not registered, and all registrations and applications to register, and renewals and extensions of, any of the foregoing, together with all goodwill associated with any of the foregoing (collectively, “Marks”); (iii) trade secret rights and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable or copyrightable), including ideas, know-how, inventions, customer and supplier lists technology, Software, discoveries, improvements, methods, procedures, processes, techniques, formulae, drawings, designs, models, and plans (collectively, “Trade Secrets”); (iv) copyrights and copyrightable works, and all database and design rights, whether or not registered or published, including all data collections, “moral” rights, and mask works, and all registrations and applications to register, and renewals, extensions and reversions of, any of the foregoing, and

corresponding rights in works of authorship (“Copyrights”); (v) Internet domain names, electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing, and all social media accounts (collectively, “Domain Names”); (vi) intellectual property rights arising from Software and technology; and (vii) rights of privacy and publicity; (viii) the right to bring an action at law or equity for the past, present, and future infringement of the foregoing, including the right to receive all proceeds and damages therefrom, and (ix) any and all similar, corresponding or equivalent intellectual or proprietary rights arising under the laws of any jurisdiction throughout the world or pursuant to any international convention.

“Intellectual Property Seller” shall mean any Seller that owns or purports to own any Owned Intellectual Property.

“Intercompany Loans” has the meaning given to such term in the DIP Term Sheet.

“Invention Assignment Agreement” has the meaning set forth in Section 4.9(g).

“Inventory” shall have the meaning set forth in Section 2.2(f).

“IP License” shall mean (A) any grant by any Person to any Seller or Transferred Entity of any license, sublicense, right, consent, option, permission or covenant not to assert, under or with respect to the any Licensed Intellectual Property (an “Inbound License”), or (B) any grant to any Person by any Seller or Transferred Entity of any license, sublicense, right, consent, option, permission or covenant not to assert, under or with respect to any Transferred Intellectual Property (an “Outbound License”).

“IT Systems” shall mean all information technology, computer systems and communications systems, computers, hardware, Software, databases, websites, and other equipment owned, operated, leased or licensed by any Seller or any Transferred Entity used to process, store, maintain, or operate data, information or functions used in connection with or in the operation of the Business.

“Knowledge of the Sellers” shall mean the actual knowledge of each of the President, Chief Executive Officer, the Chief Restructuring Officer, the Chief Financial Officer and the Chief Technology Officer of the Sellers and for so long as he is directly or indirectly employed or engaged by, or consulting with, Seller Parent or any of its Subsidiaries, Ajay Kochhar, in each case, after due inquiry.

“Labor Laws” shall mean, collectively, to the extent applicable to any Seller, any federal, national, state, provincial, territorial and foreign Laws governing labor and/or employment and employment practices, including all such Laws relating to terms and conditions of employment, wages (including minimum wage and overtime), other compensation, hours of work, temporary employees, the classification of independent contractors and exempt and non-exempt employees, restrictive covenant obligations, immigration (including the completion of Forms I-9 for all employees and the proper confirmation of employee visas), vacation, severance, the WARN Act, collective bargaining, discrimination, harassment, retaliation, whistleblowing, disability rights and/or benefits, equal opportunity, child labor,

civil rights, safety and health, employee trainings and notices, labor relations, collective bargaining, leaves of absences or employee leave issues, affirmative action and/or unemployment insurance, automated employment decision tools (including artificial intelligence), and workers' compensation.

“Law” shall mean any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, treaty, administrative interpretation, guideline, decision, order, principle of common law or equity, judgment enacted, promulgated, issued, enforced or entered by any Governmental Entity, or other requirement or rule of law.

“Leased Real Property” shall mean all real property for which one or more of the Asset Sellers (other than Li-Cycle Americas Corp.) or the Transferred Entities hold a ground lease, lease, license, or other property interest.

“Leases” shall mean the real property leases to which an Asset Seller or any Transferred Entity is a party with respect to any of the Leased Real Property.

“Liabilities” shall mean, as to any Person, all debts, claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct, indirect, asserted or unasserted, absolute or contingent, of such Person, whether accrued, vested or otherwise, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person's balance sheets or other books and records, including any Taxes incurred in relation to the foregoing.

“Licensed Intellectual Property” shall mean all Intellectual Property (other than Owned Intellectual Property) used, held for use or practiced by any Seller or any Transferred Entity.

“Material Adverse Effect” shall mean any change, event, occurrence, effect, development, circumstance or condition (or series of related changes, events, occurrences, effects, developments, circumstances or conditions) which, individually or in the aggregate, is or would reasonably be expected to: (a) have a material adverse effect on or results in a material adverse change in the condition (financial or otherwise), results or operations of the Transferred Assets and the Transferred Entities, taken as a whole, or the Business as conducted by the Transferred Entities; or (b) prevent, materially delay or materially impair the ability of any Seller or the Transferred Entities to perform their respective obligations under this Agreement and the other Transaction Documents and to consummate the Transaction in accordance with this Agreement and the SISP Order; except, in each case, any such change, event, occurrence, effect, development, circumstance or condition resulting from or arising in connection with: (i) any change or prospective change in GAAP or other accounting standards or applicable Laws; (ii) any change, event, occurrence, effect, development, circumstance or condition in or affecting (A) the global, national or regional political conditions (including the outbreak or escalation of war, acts of terrorism or cyberterrorism or military actions), (B) the general economic, business, regulatory, political, social or market conditions, (C) the national or global financial or capital or credit markets, or (D) sanctions or export controls; (iii) any natural or man-made disaster or act of God (including epidemics, pandemics, disease outbreak or other health crisis or public

health event), or any escalation or worsening of any of the foregoing; (iv) any change, event, occurrence, effect, development, circumstance or condition in or affecting the industry in which the Sellers or the Transferred Entities operate; (v) the execution, announcement, pendency or performance of this Agreement or the other agreements contemplated hereby, or any litigation relating to or resulting from this Agreement or the other agreements contemplated hereby; (vi) the failure of any Seller or the Transferred Entities to meet internal, Seller Parent, analyst, published or other projections, forecasts, guidance, estimates or budgets for any period (provided, that the underlying causes thereof, to the extent not otherwise excluded by this definition, may be deemed to contribute to a Material Adverse Effect); (vii) any change in the market price or trading volume of any securities of Seller Parent (it being understood that causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred unless otherwise excluded by this definition); (viii) any termination of any DOE Loan Document by the DOE, FFB, the Secretary of Energy or their related parties after the filing of the CCAA Proceeding or the U.S. Proceedings; (ix) the filing of the CCAA Proceeding or the U.S. Proceedings; provided that for the purposes of Section (ii), (iii) and (iv) exceptions above, such effect does not disproportionately adversely affect any Seller or Transferred Entity (considered as a whole) compared to other entities operating in the industries in which the Sellers and the Transferred Entities operate.

“Material Contracts” shall mean any Contract of the Sellers or the Transferred Entities, in each case related to the Business (a) listed on Section 4.8(a) of the Sellers’ Disclosure Schedule; (b) the breach, non-performance or cancellation of which or the failure of which to renew could reasonably be expected to have a Material Adverse Effect; (c) that is a shareholder agreement, partnership agreement, limited liability company agreement, joint venture agreement or similar agreement or arrangement, relating to the formation, creation or operation of any corporation, partnership, limited liability company or joint venture in which the Sellers or the Transferred Entities, are, as applicable, a shareholder, partner, member or joint venturer (or other participant) that is material to the Sellers and the Transferred Entities, taken as a whole; (d) restricting the incurrence of indebtedness by Seller Parent or any of its Subsidiaries or the incurrence of any Encumbrances on any properties or assets of the Sellers or the Transferred Entities or restricting the payment of dividends by the Sellers or the Transferred Entities; (e) under which the Sellers or the Transferred Entities is obligated to make or expects to receive payments in excess of \$250,000 over the next twelve months (except for collective agreements and employment agreements); (f) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$250,000; (g) that contains express exclusivity, right of first offer or refusal, or non-solicitation obligations of the Sellers or any of the Transferred Entities, other than confidentiality and/or non-disclosure agreements entered into in the Ordinary Course of Business and other than any Contract relating to immaterial Intellectual Property; (h) with any person with whom the Sellers or any of the Transferred Entities does not deal at arm’s length (within the meaning specified in the Tax Act) (other than employment agreements and indemnity agreements with directors, officers and employees of the Sellers or any of the Transferred Entities); (i) involving (i) the

settlement, conciliation or similar agreement with any Governmental Entity or (ii) the settlement, conciliation or similar of any material lawsuit with respect to which (A) there is any unpaid amount owing by the Sellers or any of the Transferred Entities; (B) conditions precedent to the settlement thereof have not been satisfied or (C) would result in a material outstanding obligation after the date of this Agreement; (j) which has been or would be required by applicable securities Laws to be filed by the Sellers with the securities authorities and which is still in effect as of the date hereof; (k) that expressly limits or restricts in any material respect: (i) the ability of the Sellers or the Transferred Entities to engage in any line of business or carry on business in any geographic area; or (ii) the scope of persons to whom the Sellers or the Transferred Entities may sell products; (l) that is with a Governmental Entity; (m) that is a collective agreement; (n) that is a written employment agreement entered into by the Sellers or any of the Transferred Entities pursuant to which an individual employed on a full-time part-time, contractor, or consulting or other basis is entitled to an annual base salary in excess of \$250,000 or that provides for change in control payments solely as a result of the completion of the transactions contemplated by this Agreement in excess of \$250,000; (o) that is for or relates to the employment or other services of any individual on a full-time, part-time or consulting or other basis providing annual compensation in excess of \$250,000; (p) providing for or relating to indemnification, severance, retention, "change of control", transaction bonus, deferred compensation, restrictive covenant, proprietary information and inventions assignment or other ancillary agreement or contract with any employees of the Seller or its Affiliates; (q) that is with any labor union or similar organization representing any of the employees, including any Collective Bargaining Agreements; (r) that is a Lease with respect to a Leased Real Property or that is otherwise material to the Sellers or the Transferred Entities, taken as a whole; (s) that (i) provide for any invention, creation, conception or other development of any material Intellectual Property (A) by any Seller or Transferred Entity for any other Person, (B) by any Seller or Transferred Entity jointly with any other Person or (C) for any Seller or Transferred Entity by any other Person (excluding any Invention Assignment Agreements) or (ii) provides for the assignment or other transfer of any ownership interest in any material Intellectual Property (A) to any Seller or Transferred Entity by any other Person (excluding any Invention Assignment Agreements) or (B) by any Seller in connection with the Business or Transferred Entity to any other Person; and (t) that contains an IP License, other than, in the case of an Inbound License, licenses for open source software or off-the-shelf Software commercially available on standard terms for a one-time or annual fee (whichever is higher) of no more than \$50,000, and in the case of an Outbound License, non-exclusive licenses of Intellectual Property granted to customers in the Ordinary Course of Business that do not permit further resale or distribution.

"Monitor" shall mean Alvarez & Marsal Canada Inc. in its capacity as monitor in the CCAA Proceeding, as contemplated to be appointed by the CCAA Court under the Initial Order.

"Monitor's Certificate" shall mean the certificate, substantially in the form to be attached as Schedule "A" to the Approval and Vesting Order, to be delivered by the Monitor to Seller Parent or the Sellers and Buyer in accordance with Section 8.5 and thereafter filed by the Monitor with the CCAA Court.

“Mutual Release Agreement” shall mean a mutual release agreement, to be entered into among, Buyer and the Sellers, whereby each of Buyer, on the one hand, and the Sellers, on the other hand, agree to waive, release and discharge, effective at the time of Closing, all Claims against, the other and their respective Representatives and related parties, in a manner customary for credit bid transactions similar in nature and type to the Transaction (other than those claims for repayment under the Convertible Notes and subject to certain other customary exceptions), in form and substance acceptable to Buyer and the Sellers.

“Nonparty Affiliates” shall have the meaning set forth in Section 10.14.

“Notices” shall have the meaning set forth in Section 10.4.

“OFAC” shall mean The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Order” shall mean any judgment, order, injunction, writ, ruling, verdict, decree, stipulation, award or other binding obligation, pronouncement or determination of any Governmental Entity or arbitration tribunal.

“Ordinary Course of Business” shall mean, with respect to an action taken by (i) the Swiss Entity or German SpokeCo, that such action is taken in the ordinary course of day-to-day operations of the business of the Swiss Entity or German SpokeCo, as applicable, and is consistent with past practice during the six (6) month period preceding February 26, 2025 and (ii) any Seller or U.S. SpokeCo, that such action is taken in the ordinary course of business of day to day operations of such Seller or U.S. SpokeCo, as applicable, taking into consideration the fact that such entities have ceased operations and furloughed all employees and are not intending to resume operations prior to Closing; provided, however, that the following actions shall not constitute actions taken in the Ordinary Course of Business: (i) disposal of any assets other than inventory and (ii) designation of any real property owned or leased for care & maintenance.

“Outside Date” shall have the meaning set forth in Section 9.1(b)(i).

“Owned Intellectual Property” shall mean all Intellectual Property owned or purported to be owned by (i) any Seller or (ii) any Transferred Entity.

“Owned Real Property” shall mean all real property or improvements on Leased Real Property owned by one or more of the Asset Sellers (other than Li-Cycle Americas Corp.) or the Transferred Entities.

“Partial Rochester Option” shall mean Buyer’s right, in its sole discretion and by written notice to the Sellers and the Monitor to designate as Excluded Assets, pursuant to Section 2.2: (i) any portion of the Owned Real Property on the lands subject to the Ground Lease Agreement, dated as of August 3, 2021, by and between Ridgeway Properties I, LLC and Li-Cycle North America Hub, Inc. (as amended on June 9, 2022); or (ii) any portion of the Owned Real Property located on the lands subject to that certain Amended and Restated Ground Sublease Agreement, dated May 31, 2024, by and between Pike Conductor Dev I,

LLC and Li-Cycle North America Hub, Inc., and all or substantially all of the assets located thereon (in each case, other than any IP).

“Parent LTIP” shall have the meaning set forth in Section 2.4(j).

“Parent Legacy Plans” shall have the meaning set forth in Section 2.4(j).

“Party” shall have the meaning set forth in the Preamble.

“Payment Guarantee” shall have the meaning set forth in Section 6.17 of the Sellers’ Disclosure Schedule.

“Permits” shall mean all licenses, certificates, consents, permits, registrations, quotas, Environmental Permits, and other authorizations of any Governmental Entity relating to the Transferred Assets or used by the Sellers in connection with the Business, and all pending applications therefor.

“Permitted Encumbrances” shall mean (i) Encumbrances for Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings and sufficiently reserved for on the appropriate balance sheet in accordance with GAAP, (ii) zoning, entitlement and other land use and environmental regulations by any Governmental Entity having jurisdiction over any Real Property which are not violated by the current use, occupancy or operation of any Real Property, (iii) any Encumbrances on property or assets of the Sellers pertaining to the Transferred Assets securing the Credit Documents that are fully and unconditionally discharged and released at or prior to the Closing with respect to the Sellers and the property subject thereto, including pursuant to the Approval and Vesting Order, (iv) Encumbrances contemplated by the Credit Documents in respect of the Project Financing (as defined in the Credit Documents), (v) such other minor defects, exceptions, restrictions, imperfections in title, charges, easements, restrictions and encumbrances (other than in connection with Debt) which would not, individually or in the aggregate, reasonably be expected to materially detract from, or adversely affect the operation of, the property and/or the use of the property for its intended purpose in the Ordinary Course of Business and (vi) Encumbrances that rank senior to the Encumbrances securing the Secured Convertible Notes under applicable Law, but solely to the extent such Encumbrances rank senior to the Encumbrances securing the Secured Convertible Notes under applicable Law.

“Person” shall mean an individual, partnership, joint venture, corporation, business trust, limited liability company, trust, unincorporated organization, association, joint stock company, estate, Governmental Entity or other entity.

“Personal Information” shall mean (i) all information identifying, or that alone or in combination with other information identifies, or allows for the identification of, an individual, and (ii) any information that is defined as “personal information,” “personal data,” “personally identifiable information,” “individually identifiable health information,” “protected health information,” “personal information” or words of similar import under

applicable law or by any Seller or any Transferred Entity in any of its privacy policies, notices or contracts.

“Personal Property Leases” shall have the meaning set forth in Section 4.22.

“PIK Notes” shall mean the issuance of additional convertible notes or the increase in principal amount of convertible notes, as the case may be, that may be issued by Seller Parent from time to time in satisfaction of the interest due and payable on the Convertible Notes, or previously issued PIK Notes, as the case may be.

“Post-Closing Tax Period” shall mean all taxable years or other taxable periods that begin after the Closing Date and, with respect to any Straddle Period, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Acquisition Reorganization Steps” shall mean the series of corporate transactions and actions to be implemented prior to Closing as set forth on Schedule III.

“Pre-Acquisition Reorganization Documentation” shall mean all agreements, instruments, certificates, and any other documentation required to effectuate the Pre-Acquisition Reorganization Steps, in each case, in form and substance acceptable to Buyer, and, solely to the extent any terms and conditions therein are materially adverse to the Sellers, Seller Parent, and as more fully described in Schedule III.

“Pre-Closing Tax Period” shall mean all taxable years or other taxable periods that end on or before the Closing Date, and, with respect to any Straddle Period, the portion of such taxable year or period ending on and including the Closing Date.

“Prime Real Property Agreements” shall have the meaning set forth in Section 4.21(m).

“Privacy Requirements” shall mean any and all (i) Laws with which any Seller or any Transferred Entity is required to comply relating to privacy, the Processing of Personal Information, the security of Personal Information, data breach disclosure and notification, the use of biometric identifiers or the use of Personal Information for marketing purposes, (ii) all Contracts between any Seller or any Transferred Entity and any Person that are applicable to the Processing of Personal Information, and (iii) contractual obligations, written privacy notices and formalized internal information security policies of the relating to the Processing of any Personal Information.

“Proceeding” shall mean any court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal), arbitration or other dispute settlement procedure, investigation or inquiry before or by any Governmental Entity, or any claim, action, suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding.

“Processing” shall mean any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer (including cross-border transfer).



“Purchase Price” shall mean the aggregate amount of the consideration to be paid or credited by Buyer for the Transferred Assets and the Transferred Equity Interests in accordance with Section 3.2.

“Purchase Price Cash Component” shall mean an amount of cash sufficient to satisfy all accrued but unpaid amounts, as of the time of Closing, that are secured by a charge provided by the Initial Order, the A&R Initial Order or the SISP Order.

“Purchased Assets” shall have the meaning set forth in Section 2.2.

“Real Property” shall mean, collectively, the Owned Real Property and the Leased Real Property.

“Representative” shall mean, with respect to any Person, such Person’s officers, directors, partners, managers, employees, agents and representatives (including any investment banker, financial advisor, consultant, accountant, legal counsel or expert retained by or acting on behalf of such Person or its Affiliates).

“Rochester Hub” shall mean the Sellers’ planned commercial-scale hub, under development at 50 McLaughlin Road, Rochester, New York, 14615 and 205 McLaughlin Road, Rochester, New York 14615.

“Rochester Option” means either the Total Rochester Option or the Partial Rochester Option.

“Sanctioned Country” shall mean, at any time, a country or territory that is itself the target of comprehensive Sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, Crimea, Donetsk and Luhansk).

“Sanctioned Person” shall mean (i) any person listed in any Sanctions list; (ii) any person operating, organized, or resident in a Sanctioned Country; (iii) the government of a Sanctioned Country or the Government of Venezuela; or (iv) any person fifty (50)% or more owned or controlled by any such person or persons or acting for or on behalf of such person or persons.

“Sanctions” shall mean economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (i) the U.S. government, including those administered by OFAC or the U.S. Department of State or Commerce, or (ii) the United Nations Security Council, the European Union, His Majesty’s Treasury of the United Kingdom, Switzerland, Canada, Norway or any other applicable sanctioning authority, excluding any countersanctions including those imposed by China or Russia.

“SEC” shall mean the United States Securities and Exchange Commission.

“Secured Convertible Notes” shall have the meaning given to such term in Recital A.

“Secured Note 1” shall have the meaning given to such term in Recital A.

“Secured Note 2” shall have the meaning given to such term in Recital A.

“Seller Parent” shall have the meaning set forth in the Preamble.

“Seller Parent Board” shall have the meaning set forth in Section 6.20.

“Seller Registered Intellectual Property” shall mean all Patents, registered Marks, pending applications for registration of Marks, registered Copyrights, pending applications for registration of Copyrights, and Domain Names, in each case, owned or purported to be owned by (i) any Seller or (ii) any Transferred Entity.

“Seller Release” shall have the meaning set forth in Section 6.17.

“Seller Parent Receivable” shall mean the aggregate amount of Seller Parent’s claims for payment against the Swiss Entity resulting from a long-term intercompany loan receivable existing as of the Closing Date.

“Sellers” shall have the meaning set forth in the Preamble.

“Sellers’ Disclosure Schedule” shall have the meaning ascribed to such term in the opening paragraph of Article IV.

“Sellers’ Fundamental Representations” shall mean the representations and warranties made by the Sellers in: Section 4.1 (*Organization and Good Standing*); Section 4.2 (*Power and Authority*); Section 4.3 (*Transferred Entities; Transferred Equity Interests*); Section 4.5 (*No Contravention*); Section 4.7(a) (*Title to Transferred Assets*); and Section 4.16 (*Financial Advisors*).

“SISP” shall mean those certain sale and investment solicitation procedures substantially in the form to be settled between the Parties in accordance with Section 7.1(a) and attached hereto as Exhibit B.

“SISP Order” shall mean an order of the CCAA Court, substantially in the form to be settled between the Parties in accordance with Section 7.1(a) and attached hereto as Exhibit C.

“SISP Recognition and 363 Order” shall mean the order of the U.S. Bankruptcy Court in the U.S. Proceedings, substantially in the form to be settled among the Parties in accordance with Section 7.1(a), recognizing and giving effect to the SISP Order and granting relief pursuant to Sections 363 and 1520 of the Bankruptcy Code.

“Software” shall mean any and all: (i) software and computer programs of any type, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; (ii) data, databases and compilations of data, including any and all collections of data, whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons, images, videos, models and icons; and (iv) documentation and

other materials related to any of the foregoing, including user manuals and training materials.

“Straddle Period” shall mean any Tax period that begins on or before the Closing Date and ends after the Closing Date.

“Subsidiary” of any specified Person shall mean any other Person of which such first Person (i) owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities, or securities carrying a majority of the voting power in the election of the board of directors or other governing body, of such Person or (ii) is entitled, directly or indirectly, to appoint a majority of the board of directors or managers or comparable supervisory body of such Person; and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising control.

“Successful Bid” has the meaning given to such term in the SISP Order.

“Tax” or “Taxes” shall mean (i) any current, deferred, federal, state, provincial, county, local, foreign and other taxes, assessments, duties or charges of any kind whatsoever, including, income, profits, gains, net worth, sales, use, *ad valorem*, gross receipts, business and occupation, license, minimum, alternative minimum, environmental, estimated, stamp, customs duties, occupation, property (real or personal), franchise, capital stock, license, transfer, excise, value added, payroll, employees, income withholding, social security, unemployment or other tax, together with any penalty, fine, addition to tax or interest on the foregoing; (ii) any liability in respect of any items described in clause (i) payable by reason of contract, assumption, transferee or successor liability, operation of Law, Treasury Regulations Section 1.1502-6(a) or any analogous or similar provision of Law (or any predecessor or successor thereof) or otherwise; and (iii) any Liability in respect of any items described in clause (i) as a result of being a “transferee” (within the meaning of section 160 of the Tax Act or any other Laws) of the taxpayer or entity or a member of a related, non-arm’s length, affiliated or combined group.

“Tax Act” shall mean the *Income Tax Act* (Canada) as amended, and any relevant provincial legislation imposing tax similar to the *Income Tax Act* (Canada).

“Tax Attributes” has the meaning given to such term in Section 2.6(a).

“Tax Return” shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes filed or required to be filed with a Governmental Entity, including any schedule or attachment thereto, and including any amendment thereof.

“Third Party Consents” shall have the meaning set forth in Section 6.8(c).

“Total Rochester Option” shall mean Buyer’s right, in its sole discretion and by written notice to the Sellers and the Monitor, to designate as Excluded Assets, pursuant to Section 2.2, substantially all of the assets necessary or used in or at or intended to be used in or at the Rochester Hub or the completion thereof, including all of the Owned Real Property and

Leased Real Property located on or attached to the Rochester Hub (in each case, other than any IP).

“Transaction Dispute” shall have the meaning set forth in Section 10.8.

“Transaction Documents” shall mean this Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Transition Services Agreement, and the other documents, instruments, exhibits, annexes, schedules or certificates contemplated hereby and thereby.

“Transaction” shall mean the sale of the Transferred Equity Interests and the Transferred Assets and the assumption of the Assumed Liabilities pursuant to this Agreement, the Approval and Vesting Order, the AVO Recognition and Section 363 Order, any Further Order or U.S. Assignment Order and all other transactions contemplated by this Agreement or entered into in order to give effect to this Agreement.

“Transferred Assets” shall mean, collectively, (i) the Purchased Assets and (ii) the Transferred Intellectual Property.

“Transferred Entities” shall have the meaning set forth in Recital D.

“Transferred Equity Interests” shall have the meaning set forth in Recital C.

“Transferred Intellectual Property” shall mean all of the Owned Intellectual Property and all of the Licensed Intellectual Property.

“Transfer Tax” or “Transfer Taxes” shall mean any federal, state, provincial, county, local, foreign and other sales, value added (including HST), excise, use, transfer, conveyance, documentary transfer, land or real property transfer, recording, filing or other similar Tax, fee, duty or charge imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto.

“Transition Services Agreement” shall have the meaning set forth in Section 6.18.

“Treasury Regulations” shall mean the regulations promulgated under the Code, as such regulations may be amended from time to time.

“Undisclosed Contract” shall have the meaning given to such term in Section 2.7(g).

“Unsecured Note” shall have the meaning given to such term in Recital A.

“Updated Cure Amount Schedule” shall have the meaning set forth in Section 2.7(f).

“U.S. Assignment Order” shall mean an order or orders of the U.S. Bankruptcy Court pursuant to applicable provisions of the U.S. Bankruptcy Code, in form and substance acceptable to Buyer, authorizing and approving, among other things, the assumption and assignment of any Assumed U.S. Contract, the cure of any defaults arising under such

Assumed U.S. Contracts, including those arising from the U.S. Proceedings, the CCAA Proceeding or the insolvency of the Sellers.

“U.S. Bankruptcy Court” shall have the meaning set forth in Recital F.

“U.S. Equity Seller” shall have the meaning set forth in Recital B.

“U.S. Patriot Act” shall mean Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001).

“U.S. Proceedings” shall have the meaning set forth in Recital F.

“U.S. SpokeCo” shall have the meaning set forth in Recital B.

“U.S. Transferred Entity” shall have the meaning set forth in Recital B.

“U.S. Transferred Equity Interests” shall have the meaning set forth in Recital B.

“WARN Act” shall mean the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any successor Law, and the rules and regulations thereunder and under any successor Law, and any comparable Law under the Laws of any applicable state, country, or other jurisdiction.

## 1.2 Other Definitional Provisions.

(a) (i) The terms “hereof,” “herein,” “hereby,” “hereto,” and derivative or similar words refer to this entire Agreement, including the Sellers’ Disclosure Schedule, schedules and Exhibits thereto, (ii) the terms “thereof,” “therein,” “thereby,” “thereto” and derivative or similar words refer to this Agreement to which the context refers, including the Sellers’ Disclosure Schedule, schedules and Exhibits thereto, (iii) the terms “include,” “includes,” “including” and words of similar import when used in this Agreement mean “including, without limitation” unless otherwise specified, (iv) the term “any” means “any and all” and (v) the term “or” shall not be exclusive and shall mean “and/or”.

(b) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(c) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any Person shall include such Person’s successors and permitted assigns.

(e) Unless the context otherwise requires, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”.

(f) References herein to any Law shall be deemed to refer to such Law as amended, modified, codified, reenacted, replaced, supplemented or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, reenactment, replacement or supplement of such section or other provision.

(g) References herein to any contract mean such contract as amended, supplemented or modified (including any waiver thereto).

(h) All references to “\$” and dollars shall be deemed to refer to the currency of the United States of America. All references to “CHF”, “Fr.”, “SFr.” and francs shall be deemed to refer to the currency of Switzerland. All references to “€”, “EUR” and euros shall be deemed to refer to the euro.

(i) (i) The provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms “Article,” “Section,” “subsection,” “subclause,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified.

(j) Any statement in this Agreement to the effect that any information, document or other material has been “furnished,” “delivered” or “made available” to Buyer or any of its Representatives means that such information, document or other material was posted to the electronic data room hosted by or on behalf of the Sellers at SharePoint in connection with the Transaction no later than 11:59 P.M. Eastern Time on the date that is two (2) Business Days prior to the date hereof and has been made available on a continuous basis by or on behalf of the Sellers for review therein by Buyer and its Representatives since such time.

(k) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken by Thursday); if the applicable provision calculates the period of time using Business Days and the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day.

(l) References to “days” means calendar days unless Business Days are expressly specified.

(m) If the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

(n) With respect to the determination of any period of time, the word “from” or “since” means “from and including” or “since and including,” as applicable, and the words “to” and “until” each means “to but excluding”.

(o) References to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(p) Each Party has participated in the negotiation and drafting of this Agreement, and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement; the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Further, prior drafts of this Agreement or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

## ARTICLE II

### TRANSFER OF ASSETS AND LIABILITIES

#### 2.1 Purchase and Sale of Transferred Equity Interests.

(a) At the Closing, and subject to and on the terms and conditions set forth herein and in the Approval and Vesting Order and subject to entry of the AVO Recognition and Section 363 Order, the U.S. Equity Seller shall sell, convey, assign, transfer and deliver to Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2), and Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2) shall purchase, acquire and accept from the U.S. Equity Seller, all of the U.S. Equity Seller’s right, title and interest (including the legal title and beneficial interest) in and to the U.S. Transferred Equity Interests, free and clear of all Claims and Encumbrances, other than the restrictions on transfer arising under applicable securities Laws.

(b) At the Closing, and subject to and on the terms and conditions set forth herein and in the Approval and Vesting Order, Seller Parent shall sell, convey, assign, transfer and deliver to Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2), and Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2) shall purchase, acquire and accept from Seller Parent, all of Seller Parent’s right, title and interest (including the legal title and beneficial interest) in and to the Swiss Transferred Equity Interests, free and clear of all Claims and Encumbrances, other than the restrictions on transfer arising under applicable securities Laws. The economic benefit and risk (*Nutzen und Gefahr*) with respect to the Swiss Transferred Equity Interest shall pass to Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2) with effect at the Closing.

2.2 Purchased Assets. Upon Closing, and subject to and on the terms and conditions set forth herein and in the Approval and Vesting Order and subject to entry of the AVO Recognition and Section 363 Order, each Asset Seller shall sell, convey, assign, transfer and deliver to Buyer (or such Affiliate(s) of Buyer designated in accordance with Section 10.2), and Buyer (or such Affiliate(s) designated in accordance with Section 10.2) shall purchase, acquire and accept from such Asset Seller, all of the right, title and interest of such Asset Seller, free and clear of all Claims (other than the Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), to all of the assets, properties, and rights (whether tangible or intangible) owned, used, held for use, leased, or otherwise employed by such Asset Seller and related to the Business and the operation thereof (other than the Excluded Assets (as defined herein)), as the same shall exist immediately prior to the Closing (the “Purchased Assets”), including:

(a) all deposits, credits, and prepaid charges and expenses from whatever source paid;

(b) all accounts receivable, including Seller Parent Receivable, the receivables of Seller Parent under the Intercompany Loans and those other receivables due and owing from any Transferred Entity that are not otherwise extinguished in accordance with Section 6.16;

(c) all Claims against any Person other than the Sellers and arising from or with respect to the Business, including all Avoidance Actions, and including, all Claims that the Asset Sellers may have against any Person (including Governmental Entities), other than the Sellers, for refund or credit of any type solely with respect to Taxes arising from or with respect to the Business accrued with respect to periods ending on or prior to the Closing Date;

(d) all royalties, advances, prepaid assets, and other current assets;

(e) all Insurance Proceeds;

(f) all raw materials, packaging or other materials, work-in-process, finished goods, supplies, goods in transit, and other inventories, wherever located, including any such raw materials, work-in-process, finished goods, supplies and other inventories being held by (i) customers of the Business pursuant to consignment arrangements or (ii) suppliers of the Business under tolling arrangements (collectively, the “Inventory”);

(g) all machinery, furniture, fixtures, furnishings, equipment, tooling, tools, dies, molds, and other tangible personal property owned or used or held for use in the conduct of the Business, including all artwork, desks, chairs, tables, hardware, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies;

(h) all rights under or pursuant to all warranties, representations and guarantees, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of the Asset Sellers;

(i) all Leased Real Property, Owned Real Property, all leasehold improvements (to the extent of the Asset Sellers’s rights thereto under the Assumed Leases) together with all rights in respect thereof (including, to the extent assignable, all assignable or transferable, all



options and rights of first refusal) and all tenements, hereditaments, appurtenances, and other property rights appertaining thereto;

(j) all current and prior insurance policies, to the extent transferable, all rights of any nature with respect to any such insurance policy, including any recoveries thereunder any rights to assert claims seeking any such recoveries, other than: (i) with respect to pending claims under any such insurance policies relating to any Excluded Assets; and (ii) any directors and officers insurance policies;

(k) all Permits, including all Environmental Permits, other than those not transferrable or assignable under the CCAA or other Law, including Environmental Law;

(l) all Assumed Contracts, including all Assumed Leases;

(m) copies or originals of all books, records, files or papers, whether in hard copy or electronic format, relating to the Purchased Assets, the Transferred Entities or to the Business, including emails, advertising and marketing materials, sales and promotional literature, manuals and data, correspondence (including sales and purchase correspondence), customer lists, vendor lists, mailing lists, other distribution lists, catalogues, research material, know-how, specifications, designs, drawings, processes and quality control data, if any, or any other intangible property and applications for the same, engineering information, test results, plans, personnel and employment records (to the extent permitted by applicable Law), technical information, diagrams, maintenance schedules, operating and production records, safety and environmental reports, data, studies and documents, fixed asset ledgers, accounting information, copies of Tax Returns (other than any Consolidated Tax Returns or any Tax Returns of any direct or indirect owner of Seller Parent), including any exemption or abatement agreements or certifications and supporting documentation for such Tax Returns (collectively, the “Books and Records”);

(n) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements with Hired Employees and agents of the Asset Sellers or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreement entered into in connection with the SISP);

(o) the backlog of unfilled firm orders for the Inventory sold by the Asset Sellers as of Closing;

(p) any loans owed to any Asset Seller by any Hired Employee;

(q) all Transferred Intellectual Property;

(r) all other assets or rights of every kind and description of any Asset Seller related to the Business, wherever located, whether real, personal or mixed, tangible or intangible, including as set forth on Section 2.2(r) of Sellers’ Disclosure Schedule; and

(s) all goodwill related to the foregoing.

At any time prior to the Closing Date, Buyer may, in its sole discretion and by written notice to the Sellers and the Monitor, designate any of the Transferred Assets as additional

Excluded Assets and automatically, without further action by any Party, such assets shall be Excluded Assets for all purposes under this Agreement. Buyer acknowledges and agrees that there shall be no reduction in the Purchase Price if it elects to designate any Transferred Assets as Excluded Assets pursuant to the operation of this section.

If pursuant to this Section 2.2, Buyer delivers written notice to the Sellers and the Monitor of its exercise of the Rochester Option, then the Credit Bid Amount shall be increased by the Incremental Winddown Amount as provided in Section 3.2.

2.3 Purchase and Sale of Transferred Intellectual Property. Upon Closing, and subject to and on the terms and conditions set forth herein and in the Approval and Vesting Order, each Intellectual Property Seller shall sell, convey, assign, transfer and deliver to an Affiliate of Buyer organized under the Laws of Canada or any Province thereof (the “Canadian Buyer”) and the Canadian Buyer, shall purchase, acquire and accept from the applicable Intellectual Property Seller, all of the right, title and interest of the Transferred Intellectual Property, free and clear of all Claims (other than the Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances), in, to and under, all of the Transferred Intellectual Property.

2.4 Excluded Assets. Notwithstanding anything herein contained to the contrary, from and after the Closing, the following assets and properties of the Asset Sellers (collectively, the “Excluded Assets”) shall remain the exclusive property of the Asset Sellers and shall be excluded from the Transferred Assets:

(a) all Contracts set forth on Section 2.4(a) of the Sellers’ Disclosure Schedule (the “Excluded Contracts”);

(b) accounts receivable to the extent arising exclusively out of any Excluded Asset (including any Excluded Contract) or any intercompany accounts receivable due and owing from any Affiliate of any Asset Seller (other than any Transferred Entity);

(c) all Claims that the Sellers may have against any Person (other than Buyer and its Affiliates) with respect to any Excluded Assets;

(d) all rights under or pursuant to all warranties, representations and guarantees under any Excluded Contract, including those made by suppliers, manufacturers and contractors or any other third party to and for the benefit of the Asset Sellers, but in each case solely to the extent the underlying equipment, component product or other asset provided under that Excluded Contract is also an Excluded Asset;

(e) all rights under non-disclosure or confidentiality, non-compete or non-solicitation agreements that are listed on Section 2.4(e) of the Sellers’ Disclosure Schedule;

(f) all rights of any nature with respect to any insurance policy, including any recoveries thereunder any rights to assert claims seeking any such recoveries to the extent such policy is an Excluded Asset;

(g) all rights of the Sellers under this Agreement and the agreements and instruments delivered to the Sellers by Buyer pursuant to this Agreement;

(h) subject to Section 6.3, the company seal, minute books, charter documents, stock or equity record books and such other books and records solely as pertain to the organization, existence or capitalization of the Sellers;

(i) the Sellers' directors and officers liability insurance policies, if any;

(j) all executive or incentive compensation, bonus, deferred compensation, pension, profit sharing, severance, retirement, savings, retirement, stock option, stock purchase, group life, health or accident insurance or other Benefit Plan, including the Seller Parent's 2021 Incentive Award Plan (the "Parent LTIP") and (i) the amended and restated long-term incentive plan of Li-Cycle Corp. and the (ii) amended and restated stock option plan of Li-Cycle Corp. (collectively, the "Parent Legacy Plans");

(k) all equity interests in or securities of any Seller or any other Person, including options, restricted stock units warrants or other securities exchangeable or convertible into equity interests of any Seller or any other Person (other than the Transferred Entities);

(l) other than the Transferred Entities, the equity interests of any Person, including the Carve-out Entities;

(m) all cash, money orders, third-party checks, wire transfers and any other funds of the Asset Sellers, commercial paper, marketable securities, demand deposits, reserves for taxes, certificates of deposit and other bank deposits, deposits of the Asset Sellers with any third-party (including any vendor, manufacturer, customer, utility or landlord or other cash deposits for rent, electricity, telephone or otherwise), treasury bills, and other cash equivalents and liquid investments (collectively, the "Excluded Cash"); and

(n) all assets owned or used by the Sellers that are specifically identified in Section 2.4(n) of the Sellers' Disclosure Schedule.

2.5 Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Approval and Vesting Order, and subject to entry of the AVO Recognition and Section 363 Order and the exclusions set forth in Section 2.6 (and in the event of any conflict between the exclusions set forth in Section 2.6 and the provisions of this Section 2.5, the exclusions set forth in Section 2.6 shall prevail), as partial consideration for the Transferred Assets, Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2) shall, on and after the Closing, assume and thereafter timely pay and perform only the following Liabilities of the Sellers (the "Assumed Liabilities"):

(a) all Liabilities arising under the Assumed Contracts to the extent that any such Liabilities under such Assumed Contracts: (i) arise from periods occurring on or after the Closing and relating to (and only to the extent related to) facts, circumstances or events first arising, on or after the Closing; (ii) do not arise from a breach, violation or default of such Assumed Contract by any Seller prior to the Closing, or in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach, violation or default under applicable Law or any such Assumed Contracts; and (iii) are not required to be performed prior to the Closing;

(b) the Cure Amounts;

(c) all Debt set forth on Section 2.5(c) of the Sellers' Disclosure Schedule (the "Assumed Debt Obligations");

(d) all Liabilities relating to Buyer's or the Canadian Buyer's ownership or operation of the Business (including all Liabilities with respect to the Purchased Assets and the Transferred Intellectual Property), as the case may be, to the extent (i) arising from periods occurring on or after the Closing and relating to (and only to the extent related to) facts, circumstances or events first arising, on or after the Closing or as otherwise imposed under applicable Law; and (ii) not arising from a breach, violation or default by any Seller prior to the Closing, or in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach, violation or default under applicable Law or any such Assumed Contracts;

(e) all Liabilities and obligations of Buyer as expressly set out in Section 6.7; and

(f) all Accrued Wages with respect to Hired Employees.

2.6 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, none of Buyer, the Canadian Buyer, or any of their respective Affiliates shall assume, and shall not be deemed to have assumed, and the Sellers shall be solely and exclusively liable with respect to, all Liabilities of any Seller or any of its Affiliates (other than the Transferred Entities) or any of their respective predecessors other than the Assumed Liabilities (collectively, the "Excluded Liabilities"). For the avoidance of doubt, and without limiting the foregoing, none of Buyer, the Canadian Buyer, or any of their respective Affiliates shall assume or be obligated to assume, or otherwise be liable for, any of the Excluded Liabilities, including all of the following Liabilities of any Seller or any of its Affiliates (other than the Transferred Entities or any of their respective predecessors) (each of which shall constitute an Excluded Liability hereunder):

(a) any Liability for Taxes of the Sellers, whether in respect of the period before, on or after the Closing including any Liability resulting from any Tax assets, Tax refunds, Tax payments, Tax credits, or other Tax attributes (including any amounts that are owed or may become owing to the Sellers from any Taxing Authority and any Claims in respect thereof) ("Tax Attributes") of any Seller, and including, for greater certainty, any Transfer Taxes properly payable by the Sellers under applicable Law in respect of the transfer and issuance of the Transferred Assets in consideration for the Credit Bid Amount or any refunds of Taxes relating thereto, any Tax liability of any Seller (or any person related to it) for which any of the Sellers may have joint or several liability under the Tax Act or the Code, whether occurring before or after the Closing Date and whether assessed or not but excluding any Tax Attributes relating to, or attributable to, the Transferred Entities;

(b) any Liability in connection with or arising from or relating to: (i) any Excluded Asset, including any Taxes associated therewith; (ii) the operations of the Business prior to Closing; and (iii) the operations of the Sellers, including Seller Parent and their Affiliates in

Canada, France, Hungary, Norway and the United Kingdom, in each case, whether prior to, on or after the Closing;

- (c) except for the Assumed Debt Obligations, any Debt;
- (d) any Liability for any intercompany accounts payable to any Seller;
- (e) any fees, costs and expenses (including legal, expert, consultant, financial advisory, and accounting fees) incurred by any Seller in connection with the CCAA Proceeding or the Transaction, including all fees, costs and expenses incurred in connection with or by virtue of:
  - (i) the negotiation, preparation and review of this Agreement, the DIP Term Sheet and all agreements ancillary or related hereto or thereto; and
  - (ii) the preparation and submission of any filing or notice required to be made or given in connection with the Transaction, and the obtaining of any of the Consents and Approvals required to be obtained in connection with the Transaction;
- (f) any Liabilities arising under or pursuant to Environmental Laws;
- (g) any Liabilities arising under or pursuant to Labor Laws and arising prior to the Closing, other than the Accrued Wages;
- (h) any Liabilities (i) relating to the Hired Employees and their dependents and beneficiaries (and any alternate payees in respect thereof) arising during or in connection with periods on or prior to the Closing Date other than those Liabilities expressly assumed pursuant to Section 2.5(f), (ii) relating to all other current or former employees, directors, consultants or candidates for employment and other individual service providers of the Sellers or their Affiliates and their dependents and beneficiaries (and any alternate payees in respect thereof) arising at any time, in each case, including any severance, termination or payment in lieu of notice Liability and the employer portion of any payroll, social security or unemployment Tax arising in connection therewith, and (iii) other than those Liabilities expressly assumed pursuant to Section 2.5(f), arising under or out of any Law or Contract in connection with such Person's employment, service or Contract with, or the termination of such Person's employment, service or Contract with, any Seller or its Affiliates (other than the Transferred Entities);
- (i) any Liabilities and obligations relating to or with respect to the Benefit Plans including all executive or incentive compensation, bonus, deferred compensation, pension, profit sharing, severance, retirement, savings, retirement, stock option, stock purchase, group life, health or accident insurance or other Benefit Plan, including the Parent LTIP and the Parent Legacy Plans;
- (j) any success, retention, stay, change of control, transaction bonuses, incentive equity awards, or similar bonuses and any other payments or benefits owing to current or former employees, independent contractors or consultants of the Sellers or their Affiliates in connection with the consummation of the Transaction (including amounts or benefits payable pursuant to a "Key Employee Incentive Plan" or "Key Employee Retention Plan", or any other arrangements with employees or consultants, that are, authorized and approved by the CCAA Court), including any employer portion of any payroll, social security or similar Taxes in respect thereof;

(k) any Liability of any Seller arising out of this Agreement or any agreement ancillary or related hereto or otherwise in respect of the Transaction;

(l) except to the extent included in the Assumed Liabilities, any Liabilities arising out of or relating to the Business (other than the Transferred Entities), the Transferred Assets, the Transferred Intellectual Property or the ownership, operation or conduct thereof prior to the Closing;

(m) any Liabilities other than the Cure Amounts for accrued expenses and accounts payable of the Business (other than the Transferred Entities), except to the extent arising on or after the Filing Date and included in Assumed Liabilities under Section 2.5;

(n) any Liabilities arising as a result of any Proceeding, whether initiated prior to or following the Closing, to the extent related to the Business (other than the Transferred Entities) or the Transferred Assets prior to the Closing, including any actions for breach of contract, violations of Law, product liability or any tort actions;

(o) any Liabilities arising out of any outstanding severance obligations of the Sellers with respect to or arising from the termination of employment of any prior to the Closing and the employer portion of any payroll, social security or unemployment Tax arising in connection therewith; and

(p) any Liabilities to the extent not otherwise expressly assumed pursuant to Section 2.5 incurred subsequent to the Filing Date and prior to the Closing.

## 2.7 Assumption and Assignment of Assumed Contracts.

(a) Section 2.7(a) of the Sellers' Disclosure Schedule lists the Assumed Contracts (including Assumed Leases) to be assumed and assigned to Buyer (or its designated Affiliate) on the Closing Date. Notwithstanding anything in this Agreement to the contrary, but subject to Section 2.7(e), Buyer may, from time to time prior to the Closing Date (or, in the case of any Undisclosed Contract, the Designation Deadline), and in its sole discretion, upon written notice to the Sellers and the Monitor, amend or revise Section 2.7(a) of the Sellers' Disclosure Schedule to eliminate any Contract of any Asset Seller therefrom, or to add any Contract of any Asset Seller thereto. Automatically upon such addition of any Contract of any Asset Seller by Buyer in accordance with the previous sentence, such Contract shall be an Assumed Contract for all purposes of this Agreement. Automatically upon any the deletion of any Contract by Buyer in accordance with the second sentence of this Section 2.7, such Contract shall be an Excluded Asset for all purposes of this Agreement, and no Liabilities arising thereunder or relating thereto shall be assumed by Buyer (or its designated Affiliate) or Canadian Buyer or be the Liability or responsibility of Buyer (or its designated Affiliate) or Canadian Buyer, in each case, until and unless Buyer restores such eliminated Contract to Section 2.7(a) of the Sellers' Disclosure Schedule in accordance with the second sentence of this Section 2.7. At Buyer's reasonable request, the Sellers shall make reasonably available to Buyer (or its Affiliates) the appropriate employees of the Sellers necessary to discuss the outstanding Contracts to which any Seller or any of its Affiliates is a party.

(b) Promptly following the date hereof, the Sellers shall use best efforts to obtain in writing all Consents and Approvals that are required from contractual counterparties to assign the Assumed Contracts to Buyer and shall continue to use such best efforts as Section 2.7(a) of the Sellers' Disclosure Schedule is updated. Copies of all such Consents and Approvals obtained by the Sellers shall be delivered to Buyer forthwith upon being obtained and, in any event, not later than the date of the hearing to obtain the Approval and Vesting Order.

(c) To the extent that any Assumed Contract is not assignable without the consent of the counterparty or any other Person, and such consent has not been obtained prior to the hearing before the CCAA Court for the Sellers' motion for the Approval and Vesting Order (or, with respect to any Undisclosed Contract, a subsequent hearing) and such Assumed Contract is one that is capable of being assigned pursuant to section 11.3 of the CCAA or the equivalent provisions of the Bankruptcy Code: (i) such Sellers' rights, benefits and interests in, to and under such Assumed Contract may be assigned to Buyer pursuant to the Approval and Vesting Order or further order made pursuant to section 11.3 of the CCAA or the equivalent provisions of the Bankruptcy Code (provided such further order is in form and substance acceptable to Buyer) (each, a "Further Order"); (ii) such Seller shall use best efforts to obtain the Approval and Vesting Order or such Further Order on such terms as are necessary to give effect to such assignment and on requisite notice to the affected contractual counterparty(ies) and in such form and substance acceptable to Buyer; and (iii) if such assignment occurs, Buyer shall accept the assignment of such Assumed Contract on the terms provided by the Approval and Vesting Order or such Further Order.

(d) Unless the Parties otherwise agree, to the extent that any Cure Amount is payable with respect to any Assumed Contract, Buyer shall, where such Assumed Contract is assigned pursuant to the Approval and Vesting Order or such Further Order, pay such Cure Amount in accordance with such order, or as otherwise may be agreed to by Buyer and such counterparty, and following such payment, none of Buyer, the Canadian Buyer or any Affiliate thereof shall have any Liability therefor.

(e) Promptly (and in no event fewer than five (5) Business Days) following the date hereof, (i) the Sellers shall deliver to Buyer a schedule (the "Cure Amounts Schedule") that contains a true and complete list of each counterparty to each Assumed Contract to which any Asset Seller is a party and is related to, used in or necessary for the operations of the Business (as conducted prior to February 26, 2025) or the construction of the Hub and the Sellers' good faith estimate of the Cure Amount payable with respect to such Assumed Contract, the currency in which each payment obligation is to be settled (and a conversion to United States dollars for obligations denominated in another currency) and payment details for each counterparty (which details may be separately provided instead of included in the Cure Costs Schedule) and (ii) shall file with the CCAA Court and the U.S. Bankruptcy Court and serve a written notice (each, a "Cure Notice") to the non-Seller counterparty to each Contract listed on the Cure Amounts Schedule that requires the non-Seller counterparty to respond to such notice by a deadline or be bound to the Cure Amount in such notice. From time to time, Seller Parent shall update such Cure Amounts Schedule to reflect any finally determined Cure Amounts (whether by Court Order pursuant to section 11.3 of the CCAA or equivalent provisions of the Bankruptcy Code or as mutually agreed among the applicable Seller, Buyer and the third-party thereto) (the "Updated Cure Amount Schedule").

(f) If any objections are timely filed by, or received from, any non-Seller counterparty in response to a Cure Notice, the Sellers, in consultation with the Buyer, shall take all reasonably necessary actions to resolve any such objections with such non-Seller counterparty; provided that any and all such resolutions with respect to any Assumed Contract shall be acceptable to Buyer. Notwithstanding anything to the contrary in this Agreement, (i) Buyer shall be entitled to designate any Contract set forth on the Cure Amount Schedule (as may be updated from time to time) that is subject to a cure dispute (a “Disputed Contract”), as an Excluded Contract, by providing written notice (email being sufficient) to Seller Parent at any time during the pendency of the dispute and, in any event, no later than the earlier of (x) within five (5) Business Days after the date on which such dispute has been finally determined either by mutual agreement among the applicable Seller, Buyer and the third-party thereto or by Further Order or (y) the date Seller Parent ceases to exist (such date, the “Designation Deadline”), (ii) the Sellers shall not seek any order to abridge the foregoing rights of Buyer, and (iii) Buyer shall not be obligated, under any circumstances, to pay any Cure Amounts on account of any such disputed Contract that is designated an Excluded Contract pursuant to this Section 2.7. Absent such designation, Sellers shall be deemed to have assumed and assigned such disputed Contract in accordance with the terms hereof applicable to Assumed Contracts on the Designation Deadline and Sellers shall enter into and deliver such necessary assignment and assumptions agreements, if any, to reflect the transfer of such Contract to Buyer (or its designated Affiliate) or Canadian Buyer, as applicable.

(g) If, at any time prior to the Closing Date, any Party becomes aware that it is a party to a Contract of any Asset Seller that is not listed on the Cure Amount Schedule (each, an “Undisclosed Contract”), any Party will update the Cure Amount Schedule with respect to such Undisclosed Contract and (i) file with the CCAA Court and the U.S. Bankruptcy Court and serve a such updated schedule, and (ii) serve, a Cure Notice, which notice shall include such updated schedule, to the non-Seller counterparty to such Undisclosed Contract. If any objection period with respect to such Undisclosed Contract expires on or after the Closing Date, such Undisclosed Contract shall be deemed a Contract subject to a cure dispute for purposes of Section 2.7(f) and Buyer shall have all rights with respect to such Contract as set forth in Section 2.7 as if a cure objection had been filed, or received from, any non-Seller counterparty in response to a Cure Notice in advance of the Closing Date.

(h) Notwithstanding anything in this Agreement to the contrary, from and after the date hereof through the Closing, the Sellers will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, repudiate or disclaim any Contract without the prior written consent of Buyer.

(i) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party (including any Government Entity), would constitute a breach or other contravention thereof or a violation of applicable Law or Order of the CCAA Court or the U.S. Bankruptcy Court. If, on the Closing Date, any such consent has not been obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of applicable Law or Order of the CCAA Court or the U.S. Bankruptcy Court, or, in the case of any Disputed Contract, the applicable Seller and Buyer will, subject to Section 6.8 and Section 6.9, cooperate in good faith to enter into a mutually agreeable arrangement under which, for up to



six (6) months following Closing or until such earlier date upon which the applicable Seller ceases to exist, (i) Buyer would, in compliance with applicable Law or Order of the CCAA Court or the U.S. Bankruptcy Court, obtain the benefits and assume the obligations and bear the economic burdens associated with such Transferred Asset in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by subcontracting, sublicensing or subleasing such Transferred Asset to Buyer or (ii) the Sellers would enforce for the benefit (and at the expense) of Buyer any and all of the Sellers' rights, claims or benefit against a third party associated with such Transferred Asset and the Sellers would promptly pay to Buyer when received all monies received by them under any such Transferred Asset, claim, right or benefit (net of the Sellers' expenses incurred in connection with any assignment or other performance contemplated by this Section 2.7(h)).

### ARTICLE III

#### CLOSING AND PURCHASE PRICE

##### 3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Unless this Agreement shall have been terminated pursuant to Article IX, the Closing shall take place at 10:00 a.m. (Eastern Standard Time) on the date (the "Closing Date") that is three (3) Business Days after all the conditions set forth in Article VIII shall have been satisfied or waived (excluding, but subject to the satisfaction or waiver of, conditions that, by their nature, are to be satisfied at the Closing), or such other time or date as agreed to in writing by the Parties. The Closing shall take place by telephone conference and electronic exchange of documents (or, if the Parties agree to hold a physical Closing, at the offices of Torys LLP, 79 Wellington St. W., Toronto, ON M5K 1N2), unless otherwise mutually agreed to by the Parties. The Closing shall be effective as of 12:01 a.m. on the date of delivery by the Monitor's of the Monitor Certificate pursuant to Section 8.5(a).

(b) At the Closing, the Sellers shall deliver, or shall cause to be delivered, to Buyer (or an Affiliate of Buyer designated in accordance with Section 10.2) the following:

■ a counterpart to the Bill of Sale and Assignment and Assumption Agreement in the form attached hereto as Exhibit E (the "Bill of Sale and Assignment and Assumption Agreement"), duly executed by the Asset Sellers;

■ a counterpart to the Mutual Release Agreement duly executed by each applicable Seller;

■ subject to Section 6.18, if requested by Buyer prior to the date which is fifteen (15) Business Days prior to the Closing, a counterpart to the Transition Services Agreement, duly executed by each applicable Seller;

■ valid written assignments covering all of the Transferred Intellectual Property (*i.e.*, one (1) or more assignments of the Owned Intellectual Property and valid written assignments of each IP License relating to the Licensed Intellectual Property), in

each case, in a form reasonably acceptable to Buyer, duly executed by each Intellectual Property Seller (and where applicable, each upstream licensor under any such IP License);

■ certificates evidencing the Transferred Equity Interests, duly endorsed in blank or accompanied by stock powers duly executed in blank, or other duly executed instruments of transfer as required by applicable Laws or otherwise to validly transfer title in and to the Transferred Equity Interests;

■ a copy of the duly signed combined share register and register of beneficial owners of the Swiss Entity reflecting Buyer as the sole shareholder with full voting rights;

■ letters of resignation, or other evidence of the removal, of those directors and officers (or equivalent) of the Transferred Entities as specified by Buyer, with such resignations to be effective as of the Closing Date or any such date thereafter as specified by Buyer;

■ evidence of a change in the signatories of each bank, deposit, lock-box or cash collection account that is a Transferred Asset, to a signatory or signatories specified by Buyer, with such change in signatories to be effective as of the Closing Date;

■ copies of resolutions duly adopted by the board of directors or other applicable governing body of each Seller authorizing and approving the execution and delivery of this Agreement, and the consummation of the Transaction, and Rule 16b-3 under the Exchange Act resolutions contemplated by Section 6.20, certified as true and in full force and effect as of the Closing Date by a duly authorized officer of each Seller;

■ a certificate of a duly authorized officer of each Seller dated the Closing Date certifying as to the matters set forth in Section 8.1(a), Section 8.1(b), Section 8.1(d) and Section 8.3(h);

■ customary deeds with respect to the Owned Real Property, assignment of the Assumed Leases, and any other documents as reasonably requested by Buyer with respect to the Real Property including without limitation, title affidavit(s) in the form required for the title company to issue title insurance free and clear of all Claims (other than the Assumed Liabilities) and Encumbrances (other than Permitted Encumbrances);

■ a true copy of each of the Approval and Vesting Order and the AVO Recognition and Section 363 Order;

■ reasonable documentation evidencing that the Sellers properly withheld and remitted applicable Taxes on the DIP Facility and any Intercompany Loans imposed under the Tax Act and any other applicable Laws;

■ a properly completed and executed IRS Form W-9 from the U.S. Equity Seller;

■ a counterpart to each Pre-Acquisition Reorganization Document, duly executed by Seller Parent or its applicable Affiliate; and

■ such other closing instruments and certificates as may be reasonably requested by Buyer, in each case, in form and substance reasonably acceptable to Buyer.

(c) At the Closing, Buyer shall deliver, or shall cause to be delivered to the Sellers, the following:

■ a written confirmation by Buyer that: (A) amounts outstanding under the applicable Credit Documents equal, in the aggregate, to the Credit Bid Amount have been deducted from the total obligations outstanding thereunder, which confirmation shall, identify the relevant Credit Documents from which such Credit Bid Amount was so deducted and setting forth the remaining balance under each such Credit Document as of such date (which shall be conclusive and determinative of such balance absent manifest error) and (B) the Assumed Debt Obligations of each Seller under the applicable Credit Documents is released;

■ a counterpart to the Bill of Sale and Assignment and Assumption Agreement, duly executed by Buyer;

■ a counterpart to the Mutual Release Agreement, duly executed by Buyer;

■ a copy of the notification to the Swiss Entity regarding beneficial ownership relating to Buyer in accordance with article 697j of the Swiss Code of Obligations;

■ if requested by Buyer prior to the date which is fifteen (15) Business Days prior to the Closing, a counterpart to the Transition Services Agreement, duly executed by each applicable Seller;

■ any consent of Buyer under the Credit Documents required in connection with the Transaction;

■ a counterpart to each Pre-Acquisition Reorganization Document, duly executed by Buyer or its applicable Affiliate; and

■ a certificate of a duly authorized officer of Buyer dated the Closing Date, certifying as to the matters set forth in Section 8.2(a) and Section 8.2(b).

3.2 Purchase Price and Deposit. The Purchase Price for the Transferred Assets and the Transferred Equity Interests is (a) Forty Million Dollars (\$40,000,000), comprised of (i) all amounts outstanding under the DIP Facility as of the Closing Date (including, if any Rochester Option is exercised, the applicable Incremental Winddown Amount) (the "Credit Bid Amount") and (ii) the assumption by Buyer (or its designated Affiliate) of the Assumed Debt Obligations *plus*; (b) the assumption by Buyer (or its designated Affiliate) of the other Assumed Liabilities; *plus* (c) the Purchase Price Cash Component, *plus* (d) the Carve-out Condition Amount. The Credit Bid Amount payable under clause (i) above shall be paid by means of a credit against (A) first, all amounts owing under the DIP Term Sheet and (B) second, the principal amount of the secured Convertible Note Obligations in accordance with Section 3.1(c)(i). The Purchase Price Cash Component shall be paid by Buyer to Seller Parent in cash at Closing. Any Carve-Out Condition Amount shall be paid by Buyer to the Swiss Entity in cash at Closing. For the avoidance

of doubt, all Convertible Note Obligations, other than the amounts satisfied pursuant to the preceding sentence and the amount assumed by Buyer as Assumed Liabilities in accordance with Section 2.5(c), shall remain outstanding against Seller Parent following the Closing. The Purchase Price Cash Component and the Carve-out Condition Amount shall be paid in cash of immediately available funds, to the account or account(s) designated by the Sellers in writing five (5) Business Days prior to the Closing.

3.3 Allocation of Purchase Price. The Parties agree that (i) the purchase of the U.S. Transferred Equity Interests shall be treated as a deemed purchase of assets for U.S. federal (and applicable state, provincial, and local) income tax purposes and (ii) Buyer shall prepare and deliver to the Sellers the Allocation Schedule within ninety (90) days after the Closing Date. The Allocation Schedule shall be deemed final and Buyer and the Sellers each shall report and timely file all Tax Returns (including amended Tax Returns and claims for refund) and shall cooperate in the timely filing of any forms (including Internal Revenue Service Form 8594) consistent with the Allocation Schedule, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any taxing authority or any other proceedings). The Parties shall agree on or before Closing to an allocation of the Transferred Assets located in Canada by asset type and provincial location for Canadian Transfer Tax purposes.

3.4 Withholding. Buyer, the Sellers and any of their respective paying agents (as applicable) shall be entitled to deduct and withhold from the amounts payable under this Agreement such amounts as may be required to be deducted and withheld under the Code, the Tax Act and any other applicable Tax Laws. Any such withheld amount shall be treated as though it had been paid to the Person in respect of which such withholding was required, provided that the withheld amount is duly and timely remitted to the appropriate Governmental Authority. Buyer, Sellers and any of their respective paying agents (as applicable) shall promptly provide documentation confirming the amount withheld and the timely remittance to the appropriate Governmental Entity.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Sellers' Disclosure Schedule delivered to Buyer concurrently herewith (the "Sellers' Disclosure Schedule"), the Sellers hereby jointly and severally make the following representations and warranties to Buyer with respect to itself and each other Seller, as applicable:

#### 4.1 Organization and Good Standing.

(a) Each Seller (i) is a corporation or limited liability company, duly incorporated or formed, validly existing and in good standing under the Laws of its jurisdiction of incorporation or formation, and (ii) has the requisite organizational power and authority to own, lease and operate its properties and assets and conduct its business as now conducted, including for greater certainty the Transferred Assets and the Transferred Entities and to perform all of its obligations under the Assumed Contracts. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Seller is duly qualified, licensed

or registered to carry on the Business as it is now being conducted in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or operated by it, or the nature of its activities, make such qualification, licensing or registration necessary. The Sellers have delivered to Buyer true, complete and correct copies of each Seller's certificate of incorporation and bylaws or comparable organizational documents as in effect on the date hereof.

(b) Each Transferred Entity is a corporation or other organization duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to own and lease its assets and properties and conduct its business as now conducted. Each Transferred Entity is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

4.2 Power and Authority. Subject to entry of the SISP Order and the Approval and Vesting Order and the AVO Recognition and Section 363 Order, each Seller has the full corporate power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement by such Seller and the consummation by such Seller of the Transaction and the performance of such Seller's obligations hereunder have been duly authorized by all requisite action on the part of Seller. This Agreement has been duly executed and delivered by each Seller and (assuming the due and valid authorization, execution and delivery thereof by Buyer), following the approval of this Agreement and the Transaction by the CCAA Court pursuant to the Approval and Vesting Order, will constitute the legal, valid and binding obligation of each Seller, enforceable against each Seller in accordance with its terms, except as may be limited by equitable principles relating to the availability of specific performance, injunctive relief and other equitable remedies.

4.3 Transferred Entities; Transferred Equity Interests.

(a) The following information with respect to each Transferred Entity is set out on Section 4.3(a) of the Sellers' Disclosure Schedule: (i) its name; (ii) its jurisdiction of incorporation, organization or formation; and (iii) the registered and beneficial owner of all of the outstanding shares or other equity interests of each of the Transferred Entities.

(b) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Transferred Entity is set forth on Section 4.3 of the Sellers' Disclosure Schedule. Subject to the entry of the Approval and Vesting Order and the discharge of any applicable Encumbrances pursuant thereto, the Equity Sellers collectively own all of the Transferred Equity Interests, and the Swiss Entity owns all of the outstanding equity interests in German SpokeCo (in each case, including the beneficial interest therein), free and clear of all Encumbrances, except any Encumbrances arising out of, under or in connection with applicable securities Laws, or any Permitted Encumbrances. All of the Transferred Equity Interests, and the outstanding equity interests in German SpokeCo, have been duly authorized and validly issued, are, as applicable, fully paid and nonassessable and were not

issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. There are no options, warrants, redemption or repurchase rights, “phantom” stock rights, stock appreciation rights, stock-based performance units, or rights of conversion or other similar rights, agreements, arrangements or commitments obligating any Transferred Entity to issue or sell any shares of its capital stock, other equity interests or securities convertible into or exchangeable for its shares or other equity interests, other than as provided in this Agreement. There are no voting trusts, pooling, stockholder or shareholder agreements, registration rights agreements, proxies or other similar agreements in effect with respect to the voting or transfer of the Transferred Equity Interests or the outstanding equity interests in German SpokeCo. Except for the outstanding equity interests in German SpokeCo and the Carve-out Entities, the Transferred Entities do not, directly or indirectly, or through any Subsidiary of a Transferred Entity, own, beneficially or of record, any equity interests of any kind in any other Person and, assuming completion of the Transaction, at the Closing, the only equity interests owned, beneficially or of record, by any Transferred Entity immediately following the Closing shall be the Swiss Entity’s ownership of all of the outstanding equity interests in German SpokeCo.

#### 4.4 Litigation.

(a) Except as set forth in Section 4.4 of the Sellers’ Disclosure Schedule, there are no Proceedings pending or, to the Knowledge of the Sellers, contemplated or threatened in writing against or affecting the Sellers, the Business, any Transferred Asset or any Transferred Entities or any of their respective assets, business, properties, officers, employees, managers or directors (in their capacity as such) that, if determined adversely, would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) There are no Proceedings pending or, to the Knowledge of the Sellers, contemplated or threatened in writing against or affecting the Sellers, the Business, any Transferred Asset or any Transferred Entities that, if determined adversely, would reasonably be expected, individually or in the aggregate, to impair, in any material respect, the ability of the Sellers to perform their respective obligations under this Agreement or to consummate the Transaction, or prevent or materially delay the consummation of any of the Transaction.

#### 4.5 No Contravention.

(a) Subject to entry of the Approval and Vesting Order by the CCAA Court and the approval of the AVO Recognition and Section 363 Order by the U.S. Bankruptcy Court, and subject to the SISP Order, neither the execution and delivery of this Agreement nor the consummation of the Transaction, will: (i) violate or conflict with any provision of any Seller’s or the Transferred Entities’ organizational documents; (ii) with or without the giving of notice or the lapse of time or both violate, or result in a breach of, or constitute a default under, or conflict with, or accelerate the performance required by, any of the terms of any agreement or instrument to which the Sellers or the Transferred Entities are party or by which the Sellers or the Transferred Entities are bound or to which any of the properties of the Sellers or the Transferred Entities is subject, except where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (iii) violate or conflict with any Order, or any Law or Permit of any Governmental Entity having jurisdiction over any Seller or the Transferred Entities or any of their respective assets or activities, except where it would not, individually or in the aggregate,

reasonably be expected to have a Material Adverse Effect; or (iv) result in the creation of any Encumbrance upon any of the Transferred Assets.

(b) Neither the Sellers nor the Transferred Entities are: (i) in violation of any statute, rule, law or regulation applicable to the Sellers, the Transferred Entities, or their respective assets or activities, except for violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) in violation of any, judgment, order or decree applicable to Seller Parent, its Subsidiaries, or their respective assets or activities, except for violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (iii) except for breaches or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, in breach or violation of any agreement, note or instrument to which they or their assets are a party or are bound or subject.

(c) Neither the Sellers nor the Transferred Entities, to the Knowledge of the Sellers, received written notice from any person of any claim or investigation that, if adversely determined, would render Section 4.5(b) above untrue or incomplete.

4.6 Consents and Approvals. Except for (a) entry of the SISP Order, the SISP Recognition and Section 363 Order, the Approval and Vesting Order and the AVO Recognition and Section 363 Order, and (b) any of the Consents and Approvals as are reflected on Section 4.6 of the Sellers' Disclosure Schedule, the execution and delivery by Seller Parent of this Agreement, the performance by it of its obligations hereunder, and the completion of the Transaction will not conflict with or result in a breach or violation of, except where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, any statute, law, rule, regulation or order of any Governmental Entity having jurisdiction over the Transferred Assets, the Sellers, the Transferred Entities, or their respective assets or activities in any material respect.

4.7 Title to Transferred Assets; Sufficiency; Encumbrances.

(a) No Seller nor any Transferred Entity has sold any asset necessary to or used in the operation of the Business of U.S. SpokeCo at such time as such Business was last operational, other than (i) any Inventory or (ii) as consented to by Buyer in accordance with this Agreement.

(b) Sellers have, and subject to entry of the Approval and Vesting Order and the AVO Recognition and Section 363 Order, at the Closing, Buyer will have, good and valid title to each of (i) the Transferred Equity Interests, free and clear of all Encumbrances, and (ii) the Transferred Assets (except for those Transferred Assets that are leased or licensed to the Asset Sellers, as to which the Asset Sellers has, and at the Closing, Buyer will have, valid licensed or leasehold interests), free and clear of all Encumbrances, other than Permitted Encumbrances. Without giving effect to any assets of the Asset Sellers designated as Excluded Assets after the date hereof, pursuant to Section 2.4, the Transferred Intellectual Property, Transferred Assets and assets held by the Transferred Entities, collectively, constitute all of the assets used in or held for use in the Business and are sufficient for Buyer to conduct the Business from and after the Closing Date.

(c) Section 4.7(c) of the Sellers' Disclosure Schedule lists all Encumbrances on any Transferred Asset or asset of any Transferred Entity that are Permitted Encumbrances under prong (vi) of Permitted Encumbrances.

#### 4.8 Material Contracts.

(a) Except as set forth in Section 4.8(a) of the Sellers' Disclosure Schedule, all Material Contracts of the Asset Sellers and the Transferred Entities are in full force and effect and none of the Sellers, the Transferred Entities, or to the Knowledge of the Sellers, any other party to any Material Contract, is in material default with respect thereto except due to the CCAA Proceeding or the U.S. Proceedings or where the failure to be in full force and effect or such default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) Each Material Contract is a legal, valid and binding obligation of the Sellers or the Transferred Entity that is a party to such Material Contract, and is enforceable against the Sellers and the Transferred Entity that is party to such Material Contract, except where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and except as such enforceability may be limited by: (i) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies; or (ii) equitable principles relating to the availability of specific performance, injunctive relief and other equitable remedies. Except as set forth in Section 4.8(a) of the Sellers' Disclosure Schedule, neither the Sellers nor any of the Transferred Entities is in material default, nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a material default under any Material Contract except due to the CCAA Proceeding or the U.S. Proceedings or where such default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Section 4.8(b) of the Sellers' Disclosure Schedule lists the Material Contracts of the Sellers and of the Transferred Entities that require a waiver, consent or approval to complete the Transaction except where it would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) With respect to the Assumed Contracts, upon entry of the Approval and Vesting Order and the AVO Recognition and Section 363 Order and payment of the Cure Amounts, each Seller or the applicable Transferred Entity will not be in breach or default of its obligations thereunder.

(d) Each Material Contract has been made available to Buyer.

#### 4.9 Intellectual Property; Data Privacy.

(a) Section 4.9(a) of the Sellers' Disclosure Schedule sets forth a correct and complete list of all Seller Registered Intellectual Property; including for each item of Seller Registered Intellectual Property, the recorded owner, the jurisdiction in which such item has been issued, registered, or filed, and the issuance, registration or application number and date. All Seller Registered Intellectual Property is subsisting and, to the Knowledge of the Sellers, valid and enforceable. Except as identified in Section 4.9(a) of the Sellers' Disclosure Schedule, all renewal,



maintenance and other necessary filings and fees due and payable to any Governmental Entity or Internet domain name registrar to maintain all Seller Registered Intellectual Property in full force and effect have been timely submitted or fully paid. None of the Sellers nor any of the Transferred Entities owns any registered Copyrights or pending applications for registration of Copyrights.

(b) To the Knowledge of the Sellers, (i) one of the Sellers or a Transferred Entity is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, and (ii) the Sellers and the Transferred Entities have valid and enforceable rights, pursuant to a valid written IP License to use, sell and license, as the case may be, all Licensed Intellectual Property, in each case of (i) and (ii), free and clear of all Encumbrances (except Permitted Encumbrances). The Owned Intellectual Property and Licensed Intellectual Property (when used within the scope of the applicable IP License) collectively constitute all Intellectual Property used in, necessary and sufficient for the conduct and operation of the Business as currently conducted and as contemplated to be conducted. The Seller Registered Intellectual Property constitutes all of the Patents, Marks and Domain Names owned by any Seller or any Transferred Entity or used in the conduct and operation of the Business as currently conducted.

(c) Each Seller and each Transferred Entity, and the conduct and operation of the Business, has not in the past six (6) years infringed, misappropriated, diluted or otherwise violated, and do not currently infringe, misappropriate, dilute, or otherwise violate any Intellectual Property of any Person. None of the Sellers nor any Transferred Entity is the subject of any pending or, to the Knowledge of the Sellers, threatened Proceedings alleging or involving any of the foregoing.

(d) None of the Sellers nor any Transferred Entity has, within the past (6) years, received written notice from a person challenging the ownership, use, validity or enforceability of any Owned Intellectual Property. None of the Sellers nor any Transferred Entity is the subject of any pending or, to the Knowledge of the Sellers, threatened Proceedings alleging or involving any of the foregoing.

(e) Except as identified in Section 4.9(e) of the Sellers' Disclosure Schedule, to the Knowledge of the Sellers, in the past six (6) years, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting, or otherwise violating any Owned Intellectual Property in a manner that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. No Proceedings have been initiated against any Person by any Seller or any Transferred Entity in the past six (6) years in relation to the Owned Intellectual Property.

(f) To the Knowledge of the Sellers, each Seller and each Transferred Entity has taken reasonable measures to protect the confidentiality and value of its confidential information. To the Knowledge of the Sellers, each Seller and each Transferred Entity has not disclosed or authorized or consented to the disclosure of any material confidential information to any Person (including any former or current employee, contractor, or consultant of Seller Parent or any of its Subsidiaries) other than (i) pursuant to a valid and enforceable written agreement restricting the disclosure and use of such confidential information or (ii) to a Person who otherwise has a duty to protect such confidential information; and to the Knowledge of the Sellers, no person

to whom material confidential information has been so disclosed is in violation of any such agreement or has otherwise misappropriated any such material confidential information.

(g) To the Knowledge of the Sellers, either a Seller or a Transferred Entity has executed valid and enforceable written agreement with each of their respective former and current founders, officers, directors, employees, consultants and independent contractors who have been or are currently involved in the development of any Intellectual Property for or on behalf of any Seller or any Transferred Entity, pursuant to which each such Person has or is obligated to assign or has assigned to a Seller or any Transferred Entity all of such Person's rights, title and interest in and to all Intellectual Property created or developed for any Seller or any Transferred Entity in the course of such person's involvement, employment or retention thereby, and which assignment is valid under applicable Law (an "Invention Assignment Agreement").

(h) To the Knowledge of the Sellers and except as identified in Section 4.9(h) of the Sellers' Disclosure Schedule, all Business Software, was created and developed solely by employees of any Seller or any Transferred Entity within the scope of their employment.

(i) To the Knowledge of the Sellers and except as identified in Section 4.9(i) of the Sellers' Disclosure Schedule, no open source software is or has been included, incorporated or embedded in, linked to, combined or distributed with, or otherwise used in connection with, any Business Software or any products of any Seller or any Transferred Entity, in each case, in a manner that requires or obligates any Seller or any Transferred Entity to: (i) disclose, contribute, distribute, license or otherwise make available to any Person (including any open source community) any source code included in the Business Software; (ii) license any Business Software for making modifications or derivative works; (iii) disclose, contribute, distribute, license or otherwise make available to any Person any Business Software for no or nominal charge; or (iv) grant a license to, or refrain from asserting or enforcing, any of the Owned Intellectual Property; in a manner that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. To the Knowledge of the Sellers, each Seller and each Transferred Entity is in compliance with all material terms and conditions of any applicable licenses for open source software used in the Business.

(j) To the Knowledge of the Sellers and except as identified in Section 4.9(j) of the Sellers' Disclosure Schedule, no funding, facilities, or personnel of any Governmental Entity or any university, college, or other educational institution, or research center are or were used, in whole or in part, in the development of any Owned Intellectual Property in a manner that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. To the Knowledge of the Sellers and except as identified in Section 4.9(j) of the Sellers' Disclosure Schedule, no former or current employee, consultant or independent contractor of any Seller or any Transferred Entity who contributed to the creation or development of any Owned Intellectual Property has performed services for the government or a university, college, other educational institution or research center during a period of time during which such employee, consultant or independent contractor was also performing services for any Seller or any Transferred Entity in a manner that would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(k) Each Seller and each of the Transferred Entities takes and has taken reasonable measures to maintain and protect the performance, confidentiality, integrity and security of its IT Systems (and all Software, information and data stored or contained therein or transmitted thereby). The IT Systems (i) are adequate and sufficient (including with respect to working condition and capacity) for the operation of the Business as currently conducted and as contemplated to be conducted, and (ii) do not, to the Knowledge of the Sellers, contain any defect, viruses, worms, Trojan horses, bugs, faults or other devices, errors, contaminants or effects that: (A) disrupt or adversely affect the functionality of any IT Systems; or (B) enable or assist any Person to access without authorization any IT Systems, except, in either case of (A) or (B), to the extent such disruption or unauthorized access would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(l) In the past five (5) years, there have been no (i) material security breaches, unauthorized access to, use or disclosure of, intrusions of, or other incidents related to, any the IT Systems or data (including Personal Information) Processed by or on behalf of any Seller or any Transferred Entity or (ii) failures, breakdowns, continued substandard performance, outages or unscheduled downtime or other adverse events affecting any of the IT Systems that have caused or resulted in a material disruption to the operation of the Business. Each Seller and each Transferred Entity has implemented and maintained reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems.

(m) For the past three (3) years, (i) each Seller and each Transferred Entity and, to the Knowledge of the Sellers, any Person acting for or on behalf of any Seller or any Transferred Entity is, and has been in compliance with all Privacy Requirements, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) none of the Sellers, the Transferred Entities nor any third party acting on their behalf has received any written notice of any claims, charges investigations or regulatory inquiries related to or alleging the violation of any Privacy Requirements, and (iii) to the Knowledge of the Sellers, there are no facts or circumstances that could reasonably form the basis of any such claim, charge, investigation or regulatory inquiry.

(n) Each Seller and each Transferred Entity has (i) implemented and for the past five (5) years maintained reasonable and appropriate security procedures and practices, including technical and organizational safeguards, designed to protect all Personal Information and other confidential data in its possession or under its control against loss, theft, misuse or unauthorized access, use, modification, alteration, destruction or disclosure, and (ii) taken reasonable steps to ensure that any third party with access to any Personal Information collected by or on behalf of any Seller or any Transferred Entity has implemented and maintains the same. To the Knowledge of the Sellers, no third party has provided any Personal Information to any Seller or any Transferred Entity in violation of applicable Privacy Requirements.

(o) None of the Sellers or any Transferred Entity has provided or been legally required to provide any notice to any person in connection with an unauthorized disclosure of Personal Information.

(p) None of the Sellers or any Transferred Entity is subject to any contractual requirement or other legal obligation that, following the Closing, would prohibit Buyer or any

Transferred Entity from Processing any Personal Information in the manner in which the Sellers and the Transferred Entities Processed such Personal Information prior to the Closing. The transfer of Personal Information in connection with the transactions contemplated by this Agreement will not violate any Privacy Requirements as they currently exist or as they existed at any time during which any of the Personal Information was collected or obtained.

4.10 Employee Benefits.

(a) Section 4.10(a) of the Sellers' Disclosure Schedule contains a complete, correct and up-to-date list of all Benefit Plans of the Sellers and Transferred Entities.

(b) True, correct and complete copies of the following documents, with respect to each of the Benefit Plans of the Sellers and Transferred Entities, have been made available to Buyer: (i) any plan documents and all material amendments thereto; (ii) the most recent Form 5500, if applicable, and all schedules thereto; (iii) the most recent summary plan descriptions (including letters or other documents updating such descriptions); (iv) financial statements, actuarial or other valuation reports; and (v) the most recent IRS determination letter or opinion letter, as applicable.

(c) Each of the Benefit Plans sponsored by any Seller or the Transferred Entities that is intended to qualify under Section 401 of the Code has received a favorable determination letter from the Internal Revenue Service that such plan is so qualified and that any trusts intended to be exempt from federal income taxation under the provisions of Section 501(a) of the Code are so qualified, and, except as disclosed in Section 4.10(c) of the Sellers' Disclosure Schedule, to the Knowledge of the Sellers, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination or the loss of such qualification or exemption.

(d) None of the Benefit Plans of the Transferred Entities provide benefits beyond retirement or other termination of service to current or former directors, officers, employees, contractors or consultants or to the beneficiaries or dependents of such directors, officers, employees, contractors or consultants.

(e) Each of the Benefit Plans of the Transferred Entities has been maintained, in all material respects, in accordance with its terms and all provisions of applicable Law and all contributions or premiums required to be made or paid by the Sellers or their Affiliates in respect of the Benefit Plans of the Transferred Entities have been made or paid in accordance with the terms of such plans in all material respects. None of the Transferred Entities nor any of their respective ERISA Affiliates have at any time sponsored or has ever been obligated to contribute to, or had any liability in respect of, incurred, and no event has occurred and no condition or circumstance exists that could result, directly or indirectly, in, any unsatisfied Liability (including, any indirect, contingent or secondary Liability) of any Transferred Entity in respect of, (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA or Section 412 or 430 of the Code or Section 302 or 303 of ERISA or other similar Law (including any "multiemployer plan" within the meaning of Section 3(37) or Section 4001(a)(3) of ERISA) or (ii) a "multiple employer plan" as defined in Section 413(c) of the Code. None of the Transferred Entities have at any time sponsored or has ever been obligated to contribute to, or

had any liability in respect of, incurred, and no event has occurred and no condition or circumstance exists that could result, directly or indirectly, in, any unsatisfied Liability (including any indirect, contingent or secondary Liability) of any Transferred Entity in respect of, a “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA. No non-exempt “prohibited transaction” (within the meaning of Section 406 of ERISA and Section 4975 of the code) has occurred or is reasonably expected to occur with respect to any Benefit Plan.

(f) There is no: (i) action, investigation, examination, suit, claim or other proceeding, including by any Governmental Entity (other than routine claims for benefits) ongoing, pending or, to the Knowledge of the Sellers, threatened involving the Benefit Plans of the Transferred Entities and no fact exists which could reasonably be expected to give rise to that type of action, investigation, examination, suit, claim or other proceeding; and (ii) outstanding material breach, default or violation by any party to any Benefit Plan of the Transferred Entities and, to the Knowledge of the Sellers, nor any Taxes, penalties or fees are owing or due and payable under or in respect of any of the Benefit Plans.

(g) No Benefit Plan: (i) contains a “defined benefit provision” as that term is defined in section 147.1(1) of the Tax Act; or (ii) is a self-insured health plan or similar arrangement. No Benefit Plan is or is intended to be, or has ever been found or alleged by a Governmental Entity to be: (v) a “registered pension plan” as such term is defined in subsection 248(1) of the Tax Act; (w) a “retirement compensation arrangement” as such term is defined in subsection 248(1) of the Tax Act; (x) a “multi-employer plan” within the meaning of subsection 147.1(1) of the Tax Act; (y) an “employee life and health trust” as such term is defined in subsection 248(1) of the Tax Act; or (z) a “salary deferral arrangement” as such term is defined in subsection 248(1) of the Tax Act.

(h) Other than as required under Section 4980B of the Code or other similar applicable Law or for which the covered person pays the full cost of coverage for such person and his or her beneficiaries and dependents, neither the Sellers nor any ERISA Affiliate has or could reasonably be expected to have any Liability for providing post-termination or retiree medical, life insurance or other welfare benefits.

(i) Each Benefit Plan of the Transferred Entities which is a “nonqualified deferred compensation plan” subject to Section 409A of the Code and the regulations and other guidance issued thereunder (“Section 409A”) has been established, operated and maintained in compliance with Section 409A in all material respects.

(j) None of the Transferred Entities have any obligation to provide, and no employee benefit plan or other agreement provides any individual with the right to a gross-up, indemnification, reimbursement or other payment for any excise or additional taxes or related interest or penalties incurred by such individual, including under Sections 409A or 4999 of the Code or otherwise.

(k) With respect to any Benefit Plans of the Transferred Entities: (i) no actions, suits, claims (other than routine claims for benefits in the ordinary course), audits, inquiries, proceedings or lawsuits are pending, or, to the Knowledge of the Sellers, threatened against any Benefit Plan of the Transferred Entities, the assets of any of the trusts under such plans or the plan

sponsor or administrator, or against any fiduciary of any Benefit Plan of the Transferred Entities with respect to the operation thereof; and (ii) to the Knowledge of the Sellers, no facts or circumstances exist that could reasonably be expected to give rise to any such actions, suits, claims, audits, inquiries, proceedings or lawsuits.

(l) Neither the execution and delivery of this Agreement nor the consummation of the Transaction, either alone or in connection with any other event, will: (i) give rise to any “excess parachute payment” as defined in Section 280G(b)(1) of the Code or any other payments or benefits that would be nondeductible to the Sellers under Section 280G of the Code or that could result in an excise Tax on any recipient under Section 4999 of the Code; (ii) result in any payment or benefit becoming due to any Hired Employee or any current or former employee, independent contractor or consultant of any Transferred Entity; (iii) increase the amount or value of any compensation or benefits payable under any Benefit Plan of any Transferred Entity; (iv) result in any acceleration of the time of payment, funding or vesting of any compensation or benefits or provide any additional compensatory rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any current or former employee, independent contractor or consultant of the Transferred Entities or (v) limit or restrict the ability of Buyer, its Affiliates, or the Transferred Entities to merge, amend or terminate any Benefit Plan.

#### 4.11 Employee & Labor Matters.

(a) All written employment contracts, indemnities and retention contracts in relation to executive officers and employees of the Asset Sellers and the Transferred Entities with an annual aggregate base compensation in excess of \$250,000 per year (or equivalent in foreign currency, as at March 31, 2025) have been made available to Buyer and such contracts are listed in Section 4.11(a) of the Sellers’ Disclosure Schedule. No such person has indicated to the Asset Sellers or the Transferred Entities that he/she intends to resign, retire or terminate his or her engagement with Seller Parent because of the transactions contemplated by this Agreement or otherwise.

(b) Section 4.11(b) of the Sellers’ Disclosure Schedule contains a true and complete list of the employees of the Asset Sellers and the Transferred Entities, as at May 9, 2025, including each individual’s: (i) name; (ii) position; (iii) employment status (full-time or part-time, as applicable); (iv) work location (i.e., city and state/province, and country); (v) hire date (and recognized service date if different from hire date) and, for Canadian Seller employees, duration of employment (i.e., fixed term or indefinite term); (vi) annual base salary or hourly wage rate, as applicable; (vii) eligibility for overtime (including exempt or non-exempt status for U.S. employees under wage and hour laws); (viii) bonus entitlement; (ix) annual vacation; (x) other material compensation or perquisites; (xi) whether subject to a work permit or work visa; (xii) status as active or inactive (and if inactive, the reason for such leave and the expected date of return, if known); and (xiii) whether the individual is subject to a written employment agreement or written offer letter with Seller Parent with respect to its terms and conditions of employment.

(c) Neither Seller Parent nor any of its Subsidiaries is a party to any collective agreement or other labor contract (a “Collective Bargaining Agreement”). To the Knowledge of the Sellers, no union or other labor organization is actively seeking to organize, or to be recognized as, a collective bargaining unit of employees of Seller Parent or its Subsidiaries and no such

activities have been undertaken in the last five years. There is no ongoing, pending or, to the Knowledge of the Sellers, threatened, strike, work stoppage, material unfair labor practice claim, or other material labor dispute against or affecting Seller Parent or its Subsidiaries and no such event has occurred within the last five years.

(d) There is: (i) no unfair labor practice complaint ongoing, pending or, to the Knowledge of the Sellers, threatened against any Seller or the Transferred Entities before any Governmental Entity, and no grievance or arbitration proceeding arising out of or under any Collective Bargaining Agreement is so ongoing, pending or, to the Knowledge of the Sellers, threatened against any Seller or the Transferred Entities; and (ii) no strike, labor dispute, slowdown or stoppage is ongoing, pending or, to the Knowledge of the Sellers, threatened against any Seller or the Transferred Entities.

(e) Each Seller and the Transferred Entities is in compliance with all Labor Laws (including with respect to Taxes). No equal employment opportunity charges or other claims of employment discrimination are pending or, to the Knowledge of the Sellers, threatened against them, and no wage and hour department investigation has been made of any Seller or the Transferred Entities. There are no complaints, charges or claims against any Seller or the Transferred Entities pending or, to Knowledge of the Sellers, threatened that could be brought or filed based on, arising out of, in connection with or otherwise relating to the employment or termination of employment or failure to employ by any Seller or the Transferred Entities of any individual. No material labor dispute with the employees of Seller Parent or its Subsidiaries exists or, to the Knowledge of the Sellers, is imminent.

(f) All amounts due or accrued due for all salary, wages, bonuses, commissions, vacation with pay, sick days and benefits to employees of the Seller or the Transferred Entities or under Benefit Plans and other similar accruals have either been paid or are accurately reflected in the Books and Records in all material respects.

(g) Prior to the date hereof, the Sellers and the Transferred Entities have not taken any action or any actions relating to the Business at any single site of employment in the 90-day period prior to the Closing Date that would, individually or in the aggregate, constitute a “mass layoff” or “plant closing” within the meaning of the WARN Act, or any similar applicable Law. Section 4.11(g) of the Sellers’ Disclosure Schedule sets forth a list of all employees associated with the Business that have been terminated in the 90-day period prior to the Closing Date, which list includes information regarding the date of each termination and the terminated employee’s place of work.

(h) To the Knowledge of the Sellers, no union, labor organization or group of employees has applied to have the Sellers or any Affiliates declared a common or related employer in respect of the employees pursuant to Labor Laws.

(i) Section 4.11(i) of the Sellers’ Disclosure Schedule contains a true and complete list of each individual independent contractor engaged in the Business, other than independent contractors engaged through a third party agency, including each such independent contractor’s: (i) name; (ii) services provided; (iii) work location (i.e., city and state/province, and country); (iv) engagement date and duration of engagement (i.e., fixed term or indefinite term);

(v) fees for services; and (vi) whether the independent contractor is subject to a written independent contractor agreement. Since May 1, 2022, such independent contractors are properly classified as independent contractors in accordance with applicable law in all material respects and, to the Knowledge of the Sellers, no such individual or any Governmental Entity has disputed such classification.

(j) Prior to the date hereof, the Sellers and the Transferred Entities have not given any promotions, made any increase in the compensation or other benefits payable or to become payable to the employees or any contractors and consultants of any Seller or Transferred Entity, other than pursuant to existing written agreements, including Collective Bargaining Agreements, disclosed under Section 4.11(a) of the Sellers' Disclosure Schedule or in the Ordinary Course of Business.

(k) Except as disclosed in Section 4.11(k) of the Sellers' Disclosure Schedule, none of Seller Parent nor any of its Subsidiaries is a party to or bound or governed by, or subject to any employment, consulting, retention, change of control or similar agreement providing for change of control, golden parachute, retention, severance, termination or similar payments or other compensation or benefits to, any Hired Employee or officer, employee or consultant of the Sellers and Transferred Entities in connection with either (i) the termination of their position or their employment, (ii) the consummation of any transaction contemplated by this Agreement, or (iii) a change in control of the Seller Parent or any of its Subsidiaries (including as a result of this Agreement).

(l) The Transferred Entities are registered in good standing with all applicable Governmental Entities in respect of workers' compensation where such registration is required by applicable law, and there have been no critical or fatal injuries involving current or former employees of the Sellers and Transferred Entities since April 1, 2022.

(m) All Liabilities in respect of Hired Employees and employees of the Transferred Entities have or shall have been paid to the Closing Date, including withholdings, premium contributions, remittance and assessments for unemployment insurance, employer health tax, Governmental Entity-required pension plans, income tax, workers' compensation and any other employment related legislation, accrued wages, Taxes, salaries, commissions and any Benefit Plan payments, in each case other than as accrued and unpaid in the Ordinary Course of Business. There are no outstanding, pending, threatened or anticipated assessments, actions, Claims, complaints, demands, orders, prosecutions, suits, or other Proceedings against any Seller or the Transferred Entities, their respective directors, officers or agents pursuant to or under any applicable Laws, with respect of pension obligations, unemployment insurance, income tax, employer health tax, employment standards, labor relations, occupational health and safety, human rights, workers' compensation or pay equity. Neither the Sellers nor any Transferred Entities has an obligation to re-instate any employees in connection with this Agreement or the completion of the Transaction.

(n) All amounts due or accrued for all salary, wages, vacation pay, bonuses, commissions, sick days and benefits to employees of the Sellers or under Benefit Plans and other similar accruals and emoluments relating to Sellers and their employees have either been paid or are accurately reflected in all respects and have been accrued in the Books and Records.



4.12 Non-Arm's Length Transactions. There are no outstanding accounts receivable due to any Seller or the Transferred Entities from any affiliate, officer, director, employee or any other Person with whom such Seller or the Transferred Entities is not dealing at arm's length (within the meaning of the Tax Act).

4.13 Absence of Changes. Except as set forth in Section 4.13 of the Sellers' Disclosure Schedule or in Seller Parent's Annual Report on Form 10-K for the year ended December 31, 2024, or since the Seller Parent's Annual Report on Form 10-K for the year ended December 31, 2024, there has not been:

(a) any declaration or payment of any dividend, or any authorization or payment of any distribution, on any of the capital stock of Seller Parent or any redemption or repurchase of any securities of the Sellers or the Transferred Entities;

(b) material damage, destruction or loss, whether or not covered by insurance, to any assets or properties of the Asset Sellers or the Transferred Entities;

(c) sale, license or disposal of any of the assets of the kind comprising the Transferred Assets or cancelled any Claims comprising part of the Transferred Assets except in the Ordinary Course of Business;

(d) imposed any Encumbrance upon any of the Transferred Assets or any assets held by a Transferred Entity, except for Permitted Encumbrances;

(e) accelerated, terminated, materially amended or cancelled any Material Contracts or Permits, except in the Ordinary Course of Business;

(f) any material change in the manner of its billings, or the credit terms made available by the Sellers or the Transferred Entities, to any of their customers;

(g) any waiver by the Sellers or the Transferred Entities of a material right or of a material debt owed to it;

(h) any waiver by the Asset Sellers or the Transferred Entities of any confidentiality, standstill, use or similar agreement, restriction or covenant to which the Asset Sellers or the Transferred Entities are a party;

(i) any satisfaction or discharge of any Encumbrance or payment of any obligation by the Sellers or the Transferred Entities, to the extent related to the Transferred Assets, the Assumed Liabilities or the Business, except which is not material to the assets, properties, financial condition, operating results or business of the Sellers and the Transferred Entities taken as a whole (as such business is presently conducted and as it is proposed by the Sellers to be conducted);

(j) any change or amendment to a Material Contract by which the Asset Sellers or the Transferred Entities or any of their assets or properties, including the Transferred Assets, are bound or subject;

(k) any material settlement or compromise of any Proceeding involving an Seller or a Transferred Entity;

(l) any material labor difficulties or labor union organizing activities with respect to employees of the Sellers or the Transferred Entities;

(m) any material transaction entered into by the Asset Sellers or the Transferred Entities other than in the Ordinary Course of Business;

(n) any material changes to any of the Sellers' or the Transferred Entities' accounting policies, principles, methods, practices or procedures (including by adopting any material new accounting policies, principles, methods, practices or procedures), except as required by applicable laws or under GAAP;

(o) any revaluation by the Sellers or the Transferred Entities of any of its assets (including the Transferred Assets), including, without limitation, writing down the value of capitalized inventory or writing off notes or accounts receivable or any sale of assets of the Sellers other than in the Ordinary Course of Business or as may be required by GAAP;

(p) any action (except as is necessary to comply with applicable laws) to grant to any officer, director, employee or consultant of the Sellers or the Transferred Entities, as applicable, an increase in compensation or benefits in excess of 5% of their annual base compensation;

(q) any action by any Seller or Transferred Entity (except as is necessary to comply with applicable laws) to grant, increase, enter into or modify any severance, bonus, change of control, retirement, loan, advance or retention agreement or agreement providing for notice of termination (or pay in lieu thereof) and/or severance pay in excess of the minimum amounts of same required pursuant to applicable laws;

(r) any action (except as is necessary to comply with applicable laws) to enter into, modify or terminate any employment or consulting agreement with any Hired Employee or any officer, director, employee or consultant of any Seller or Transferred Entity, as applicable (other than for just cause);

(s) any action (except as is necessary to comply with applicable laws) to (i) adopt, (ii) amend, (iii) make any contribution to or (iv) grant any compensation, benefits or other award under, any Benefit Plan of the Sellers or the Transferred Entities and any stock option plan, restricted share unit plan, deferred share unit plan, performance share unit plan, stock appreciation rights plan, or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors or senior officers or former directors or senior officers of the Sellers or the Transferred Entities, as applicable;

(t) take any action to accelerate the vesting or payment of, or otherwise fund or secure the payment of, any compensation, benefits or other award, amend or waive any vesting terms under any Benefit Plan of the Transferred Entities or similar arrangement, and any stock option plan, restricted share unit plan, deferred share unit plan, performance share unit plan, stock

appreciation rights plan, or other bonus, profit sharing, option, pension, retirement, deferred compensation, insurance, incentive compensation, compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of directors or senior officers or former directors or senior officers of the Transferred Entities, as applicable; or

(u) any other event or condition of any character that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, except for the CCAA Proceeding and the U.S. Proceedings.

4.14 Compliance with Laws; Permits. The Sellers and the Transferred Entities are conducting and have conducted the Business in compliance with all applicable Laws, notices, approvals and orders in all material respects. Each Seller is not in material breach of any Law, notice, approval or order applicable to it or the Business. To the Knowledge of the Sellers, each Seller and the Transferred Entities is not under investigation with respect to the violation of any Laws and there are no facts or circumstances which could form the basis for any such violation. Each of the Sellers and the Transferred Entities (i) possess all material Permits required to carry on their respective businesses as currently conducted at their facilities, except where the failure to possess such Permits would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, and (ii) has not, to the Knowledge of the Sellers, received any written notice of proceedings relating to the revocation or modification of any such Permit. The Sellers and the Transferred Entities are not in default under, or violating, any of the Permits, except for such defaults or violations as would not, individually or in the aggregate, reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Section 4.14 of the Sellers' Disclosure Schedule sets forth a list of all material Permits of the Sellers and the Transferred Entities.

4.15 Financial Statements. The Financial Statements present fairly, in all material respects, the financial position of the Sellers as of the dates and throughout the periods indicated, and the results of the operations and cash flows for the periods therein indicated. The Financial Statements are based on the Books and Records and have been prepared in accordance with GAAP applied on a basis consistent with the preceding period.

4.16 Financial Advisors. Except as set forth on Section 4.16 of the Sellers' Disclosure Schedule, neither the Sellers nor the Transferred Entities incurred any obligation or liability, contingent or otherwise, or agreed to pay or reimburse any broker, finder, financial advisor or investment banker, for any brokerage, finder's, advisory or other fee or commission, or for the reimbursement of expenses, in connection with this Agreement, the Transaction or any alternative transaction in relation to the Sellers or any of the Transferred Entities.

4.17 Absence of Undisclosed Liabilities. Except as set forth on Section 4.17 of the Sellers' Disclosure Schedule, there are no Liabilities of any of the Sellers or the Transferred Entities, or otherwise related to the Business, of any nature, whether accrued, contingent, absolute, known or otherwise, in each case, whether or not required by GAAP to be reflected or reserved against on a balance sheet of each of the Sellers and the Transferred Entities, or of the Business, prepared in accordance with GAAP or the notes thereto, other than those set out in the Financial Statements and those incurred since the date of the previous Financial Statements.

4.18 Tax Matters.

(a) The Sellers have timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed, by them in connection with the Business and the Transferred Assets and the Transferred Entities have timely filed (taking into account any valid extensions of time to file) all income and other material Tax Returns which are required to be filed by them, all such Tax Returns are true, correct and complete in all material respects, and all Taxes due and payable by the Sellers in connection with the Business and the Transferred Assets and by the Transferred Entities prior to the date hereof have been paid, taking into account permitted extensions.

(b) The charges, accruals and reserves on the books of each Seller and Transferred Entity in respect of Taxes for all fiscal periods are adequate, and there are no unpaid assessments against any Seller or Transferred Entity nor any basis for the assessment of any additional Taxes, penalties or interest for any fiscal period or audits by any taxing authority except such as which are not material.

(c) There are no Encumbrances for Taxes (nor, to the Knowledge of the Seller, is any Governmental Entity in the process of imposing any Encumbrances for Taxes) upon the Transferred Assets or the Transferred Entities other than Permitted Encumbrances.

(d) There are no unpaid Taxes which, to the Sellers' knowledge, are capable of forming or resulting in a Encumbrance on the Transferred Assets or becoming a liability or obligation of Buyer.

(e) There are no outstanding Tax sharing, Tax allocation, or Tax indemnification agreements (for clarity, excluding commercial agreements entered into in the Ordinary Course of Business and the primary object of which is not Taxes) or other such arrangements between a Transferred Entity and any other Person.

(f) The Sellers and Transferred Entities have complied in all material respects with all applicable Laws relating to the withholding, collection and payment of Taxes and have duly and timely withheld, collected and paid over to the appropriate Governmental Entity all amounts required to be so withheld, collected and paid under all applicable Laws, taking into account permitted extensions.

(g) Neither the Sellers nor the Transferred Entities has made, changed or revoked any Tax election, changed any method of accounting for Tax purposes, amended any income or other Tax Return, surrendered any right to claim a refund of Taxes, settled or compromised any claim in respect of Taxes, or entered into any contract in respect of Taxes with any Governmental Entity, in each case, with respect to the Sellers, that would affect the Business or any of the Transferred Assets after the Closing Date.

(h) Neither the Sellers nor the Transferred Entities: (i) has been a member of any affiliated, consolidated, combined or unitary group that includes any person other than the Sellers or their Subsidiaries, including the Transferred Entities; (ii) has any liability for the Taxes of any person other than another member of the Sellers or their Subsidiaries, including the

Transferred Entities, under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law); or (iii) has any liability for any unpaid Taxes of any other person (other than the Sellers or their Subsidiaries, including the Transferred Entities) as a transferee or successor, by contract or otherwise by operation of applicable law.

(i) None of the Sellers nor the Transferred Entities has engaged in any “reportable transaction” as defined in subsection 237.3(1) of the Tax Act or Treasury Regulation Section 1.6011-4(b) or any “notifiable transaction” as defined in subsection 237.4(1) of the Tax Act.

(j) None of the Transferred Assets is (i) property required to be treated as being owned by another Person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii) “tax-exempt use property” within the meaning of Section 168(h)(1) of the Code, (iii) “tax-exempt bond financed property” within the meaning of Section 168(g) of the Code, (iv) “limited use property” within the meaning of Rev. Proc. 2001-28, (v) subject to Section 168(g)(1)(A) of the Code or subject to any provision of Law comparable to any of the provisions listed above.

(k) The Intellectual Property Seller is a registrant for the purposes of the HST Legislation and its registration number is 74217 0699 RT 0001.

(l) There are no inquiries, investigations, disputes, audits, actions, objections, appeals, suits or other proceedings or Claims in progress, or, to the Sellers’ knowledge, pending or threatened by or against any Seller by any Governmental Entity with respect to any Taxes in respect of any Seller that can result in an Encumbrance on the Transferred Assets.

(m) Each of Li-Cycle Corp., Li-Cycle Holdings Corp. and Li-Cycle Americas Corp. are not a non-resident of Canada for purposes of the Tax Act.

4.19 Taxable Canadian Property. No Seller that is not resident in Canada for the purposes of the Tax Act is selling property under this Agreement that is “taxable Canadian property” for the purposes of the Tax Act.

4.20 Obligations Under the Credit Documents. As of the date hereof, the total amount of principal due and owing under the Credit Documents is \$ 338,800,835.21 (such amount, together with all other obligations outstanding under the Credit Documents (including, for the avoidance of doubt, all interest, fees, expenses and premiums that have accrued after the commencement of the Cases), the “Buyer Debt”). The entirety of the Buyer Debt is an obligation of certain of the Sellers and repayment of the Secured Convertible Notes is secured by properly perfected priority liens on substantially all of the assets of certain of the Sellers (including all of the Transferred Intellectual Property). The applicable Sellers acknowledge and agree that they have no defense to payment of the Buyer Debt, and such repayment obligation is not subject to any right of setoff or recoupment. The applicable Sellers hereby waive any right to challenge the Credit Documents or their obligation to pay the Buyer Debt on any grounds.

4.21 Real Property.

(a) Section 4.21(a) of the Sellers' Disclosure Schedule sets forth a complete list of the addresses and legal descriptions of the land and premises: (i) of the Owned Real Property; and (ii) the Leased Real Property. Except for the Owned Real Property and the Leased Real Property contained in Section 4.21(a) of the Sellers' Disclosure Schedule, the Asset Sellers and the Transferred Entities do not have any other place of business. None of the Asset Sellers nor the Transferred Entities has agreed to acquire any real property or interest in real property other than the Owned Real Property or the Leased Real Property.

(b) Section 4.21(a) of the Sellers' Disclosure Schedule sets forth a complete and accurate list of access agreements in favor of, or used by, the Asset Sellers and the Transferred Entities with respect to any Owned or Leased Real Property relating to the Rochester Hub project, including the associated legal descriptions and addresses.

(c) The Asset Sellers and Transferred Entities have good, valid, and marketable fee title (or its equivalence in jurisdictions outside the United States, which in Canada, for avoidance of doubt, shall mean a beneficial title in fee simple) to all Owned Real Property, in each case free and clear of all Encumbrances of any nature whatsoever except for Permitted Encumbrances. None of the Owned Real Property is subject to any leases or tenancies or other rights of occupancy. The Sellers have delivered to Buyer true, correct, and complete copies of all title insurance policies, deeds and surveys relating to the Owned Real Property.

(d) The Asset Sellers and Transferred Entities have not granted to any Person any right of first refusal, right of first opportunity, option or similar rights to purchase any of the Owned Real Property or any interest therein or any part thereof. The Asset Sellers and Transferred Entities have not leased any portion of the Owned Real Property to any Person.

(e) The Asset Sellers and Transferred Entities have not granted to any Person any right of first refusal, right of first opportunity, option or similar rights to sub-lease the Leased Real Property or to otherwise acquire any of the Asset Sellers' or the Transferred Entities' rights in and to the Leased Real Property or any interest therein or any part thereof. The Asset Sellers and Transferred Entities have not sublet any portion of the Leased Real Property to any Person.

(f) The existing uses of all of the Owned Real Property and the Leased Real Property comply in all material respects with all applicable Laws. The Asset Sellers and Transferred Entities have not made application for a re-zoning of any of the Owned Real Property or the Leased Real Property, and to the Knowledge of the Sellers there is no proposed or pending change to any zoning Laws affecting any of the Owned Real Property or the Leased Real Property.

(g) The Owned Real Property and the Leased Real Property are serviced by all private and public utility services that are necessary for the operations of the business on the Owned Real Property and Leased Real Property and, to the Knowledge of the Sellers, there are no facts, circumstances or conditions which are reasonably likely to result in the termination of such connections.

(h) Each of the Asset Sellers and the Transferred Entities has adequate and unimpeded rights of ingress and egress from and to each Owned Real Property and Leased Real Property that are necessary for the operations of the business on each Owned Real Property and Leased Real Property and, to the Knowledge of the Sellers, there are no facts, circumstances or conditions which are reasonably likely to result in the termination of such rights of ingress and egress.

(i) The Asset Sellers and the Transferred Entities have valid leasehold interest to all Leased Real Property, in each case free and clear of all Encumbrances of any nature whatsoever except for the Permitted Encumbrances. All Leases are in full force and effect and are enforceable by the Asset Sellers and Transferred Entities, and to the Knowledge of the Sellers, each other party thereto. No event of default currently exists and no event has occurred that after giving notice or the passage of any applicable cure period or both would constitute an event of default under any of the Leases. No Asset Seller or Transferred Entity has delivered or received notice from the other party to any such Lease of the termination or surrender thereof. The Asset Sellers and Transferred Entities have delivered to Buyer true and complete copies of all Leases referenced in Section 4.21(a) of the Sellers' Disclosure Schedule, including all amendments notices or memoranda of lease thereto, and all estoppel certificates, or subordination, non-disturbance and attornment agreements, if any relating to the Leased Real Property. There are no material agreements, understandings or undertakings pertaining to the Leases and the Asset Sellers' and the Transferred Entities' leasehold interests in the Leased Real Property which have not been disclosed to Buyer or made available in the data room made available to Buyer prior to the date hereof. No Person that is not an Asset Seller or a Transferred Entity has any right to possess, use or occupy the Leased Real Property. No Asset Seller or the Transferred Entities are party to any Lease except in respect of the Leased Real Property.

(j) The Owned Real Property and the Leased Real Property are in good order and working condition (wear and tear excepted and have not been affected by any casualty that has not been repaired) and there are no impediments on the ability to use the Owned Real Property or the Leased Real Property for its intended purpose in the Ordinary Course of Business.

(k) The Asset Sellers and the Transferred Entities have not received any written notice from any Governmental Entity asserting any material violation of applicable Laws with respect to the Owned Real Property or Leased Real Property, and there is no pending or, to the Knowledge of the Sellers, threatened eminent domain taking, expropriation, condemnation or rezoning affecting any portion of the Owned Real Property or Leased Real Property.

(l) There are no Tax abatements or exemptions specifically affecting the Owned Real Property and the Asset Sellers and the Transferred Entities have not received any written notice of any proposed increased in the assessed valuation of the Owned Real Property or any proposed public improvement assessments, capital charges or levies affecting the Owned Real Property.

(m) With respect to any ground lease or PILOT agreement affecting any portion of the Owned or Leased Real Property (the "Prime Real Property Agreements"), each Prime Real Property Agreement is a valid and binding obligation, and is in full force and effect, enforceable, against the Asset Sellers or such Transferred Entity party to such Prime Real Property Agreement

(if applicable) and, to the Knowledge of the Sellers, each other party thereto in accordance with its terms.

(n) No portion of any of the Owned Real Property or the Leased Real Property located in Canada has been designated a historic site by any Governmental Entity having or purporting to have jurisdiction and no building on any such Owned Real Property or Leased Real Property shall have been so designated by any such body as being of sufficient historical interest that a demolition permit is not available for such building.

4.22 Tangible Personal Property. Section 4.22 of the Sellers' Disclosure Schedule sets forth all leases of personal property (the "Personal Property Leases") relating to personal property used by the Asset Sellers and the Transferred Entities or to which any Asset Seller or the applicable Transferred Entity is a party or by which the properties or assets of any of the Sellers or the Transferred Entities is bound. To the Knowledge of the Sellers, no Asset Seller or any Transferred Entity has received any written notice of any default or event that with notice or lapse of time or both would constitute a default by any Asset Seller under any of the Personal Property Leases.

4.23 Insurance. Section 4.23 of the Sellers' Disclosure Schedule contains a true and complete list of all material policies of insurance maintained by each Asset Seller, each Transferred Entity and their respective Subsidiaries of which such entity is a party, the named insured, or otherwise the beneficiary thereof (each, an "Insurance Policy"), including the following information: (i) the name of the insurer, the name of the policyholder, and the name of each covered insured; (ii) the policy number and the period of coverage; and (iii) the amount of coverage. Each Insurance Policy is in full force and effect and collectively the Insurance Policies provide each Seller, each Transferred Entity and their respective Subsidiaries with insurance coverage such entity reasonably believes to be adequate against all liabilities, claims and risks against which it is customary for comparably situated companies to insure. All premiums with respect thereto have been paid in accordance with their respective terms, and no written notice of cancellation or termination has been received with respect to any such policy.

4.24 Environmental Matters.

(a) Except as set forth on Section 4.24 of the Sellers' Disclosure Schedule, none of the Transferred Entities, the Business, the Purchased Assets or, with respect to the Business and the Purchased Assets and the Sellers: (a) is in violation of, or has liability under, any Environmental Laws; (b) own, lease or operate at any real property (including the Real Property) contaminated with any Hazardous Materials; (c) are liable for any off-site disposal or contamination pursuant to any Environmental Laws; or (d) are subject to any claim relating to any Environmental Laws, which violation, contamination, ownership, operation, liability or claim would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, and the Sellers are not aware of any other pending investigation that might lead to such a claim.

(b) Each of the Transferred Entities, the Business, the Purchased Assets and, with respect to the Business and the Purchased Assets, the Sellers comply with Environmental Laws, except for such non-compliance which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.



4.25 Anti-Corruption. In the past five years, neither Seller Parent nor its Subsidiaries (nor to the Knowledge of the Sellers, any officer, director, employee, advisor or agent of Seller Parent or its Subsidiaries) has engaged in any activity or conduct in material violation of Anti-Corruption Laws or Anti-Money Laundering Laws, and Seller Parent and its Subsidiaries have established and maintained policies and procedures reasonably designed to procure compliance with: (i) Anti-Corruption Laws; (ii) Anti-Money Laundering Laws; and (iii) Sanctions. Neither Seller Parent nor any director, officer, employee or, to the Knowledge of the Sellers, an agent of Seller Parent is: (i) a Sanctioned Person; (ii) subject to debarment or any list-based designations under Sanctions; or (iii) in the past five years, engaged in transactions, dealings, or activities with a Sanctioned Country or a Sanctioned Person, in violation of Sanctions or that might reasonably be expected to cause any of the parties to become a Sanctioned Person. No proceeds as a result of the Transaction will be used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Country, or otherwise used in any manner that would result in a violation of any Sanction or for any activities that could result in the designation of any of the parties as a Sanctioned Person. No civil or criminal penalties have been imposed on the Seller Parent or any of its Subsidiaries with respect to violations of Sanctions, nor have any voluntary disclosures relating to Sanctions been submitted to any Governmental Entity.

4.26 DOE Loan Documents.

(a) The Sellers have made available to Buyer true, correct and complete copies of all executed DOE Loan Documents, as amended or otherwise modified and in effect as of the date hereof. As at the date hereof, the LARA and the NPA (i) are in full force and effect and are enforceable against the Company Entities party thereto, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies, (ii) represent the legal, valid and binding obligations of the Company Entities party thereto, and, to the Knowledge of the Sellers, represent the legal, valid and binding obligations of the other parties thereto. The Effective Date (as defined in the LARA) occurred on November 9, 2024.

4.27 Books and Records. All books and records of the Sellers or the Transferred Entities, including the Books and Records, have been fully, properly and accurately kept and completed in all material respects in accordance with GAAP and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

4.28 No Encumbrances. All bank, deposit, lock-box or cash collection accounts and material or immaterial assets of the Transferred Entities are free and clear from any Encumbrances, other than those listed on Section 4.28 of the Sellers' Disclosure Schedule and in any case disregarding such Encumbrances towards Buyer or one of its Affiliates.

4.29 No Intragroup Liabilities. There are no Liabilities of the Transferred Entities against the Sellers and/or any Carve-Out-Entities, other than those Liabilities listed on Section 4.29 of the Sellers' Disclosure Schedule.

4.30 No Insolvency. None of the Transferred Entities is subject to any winding-up, bankruptcy, insolvency or judicial composition proceedings, any moratorium proceedings or any

comparable proceedings under applicable local insolvency laws, nor have any such proceedings been initiated or applied for under any applicable Law, nor is the Swiss Entity compelled under any applicable law to apply for the commencement of such proceedings as a result of it being over-indebted (*überschuldet*) or illiquid (*zahlungsunfähig*).

4.31 Inventory. Except as set forth on Section 4.31 of the Sellers' Disclosure or except as would not reasonably be expected to be, individually or in the aggregate, material to the Business, all Inventory of the Swiss Entity and German SpokeCo is, and as of the Closing will, consist of items of a quality and quantity usable and, in the case of finished goods, salable. Except as would not reasonably be expected to be material to the Business, no Inventory is on consignment.

4.32 Disclaimer of Other Representatives and Warranties. Except as expressly set forth in this Article IV, no Seller or any Transferred Entity makes any representation and warranty, express or implied, in respect of such Seller, the Transferred Assets, the Business or the Assumed Liabilities, and any such other representations or warranties, express or implied, are hereby expressly disclaimed.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Sellers as follows:

5.1 Organization and Good Standing. Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite corporate power and authority to own and lease its assets and to carry on its Business as now being conducted. Buyer has full corporate power and authority and has taken all requisite action on its part necessary for: (a) the authorization, execution and delivery of this Agreement; and (b) authorization of the performance of all of its obligations thereunder.

5.2 Power and Authority. Buyer has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution and delivery of this Agreement and the consummation of the Transaction and the performance of Buyer's obligations hereunder have been duly authorized by all requisite company action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes (assuming the due and valid authorization, execution and delivery thereof by the other parties thereto and the entry of approval of this Agreement and the Transaction by the CCAA Court pursuant to the Approval and Vesting Order and the AVO Recognition and Section 363 Order) the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

5.3 No Contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transaction will (a) violate or conflict with any provision of Buyer's organizational documents, or (b) violate or conflict with any Order, Governmental Entity or arbitrator, or any Law applicable to Buyer.

5.4 Consents and Approvals. Except for (a) entry of the Approval and Vesting Order and the AVO Recognition and Section 363 Order, and (b) the ICA Approval, the execution, delivery and performance by Buyer of this Agreement and the Transaction, and the legality, validity, binding effect or enforceability of this Agreement and any agreements contemplated hereby, do not require any consents, waivers, authorizations or approvals of, or filings with, any third Persons or Governmental Entities.

5.5 Litigation. There are no pending Proceedings against or affecting Buyer or its Subsidiaries that, if determined adversely, would reasonably be expected, individually or in the aggregate, to impair, in any material respect, the ability of Buyer to perform its obligations under this Agreement or to consummate the transactions contemplated by this Agreement, or prevent or materially delay the consummation of any of the transactions contemplated by this Agreement, and, to the knowledge of Buyer, no such Proceedings are threatened or contemplated.

5.6 Availability of Funds. Buyer has, will have, or will have access to, at Closing, sufficient cash on hand or committed under credit facilities to satisfy its cash payment obligations under the Purchase Price at Closing under this Agreement for which Buyer is responsible under the terms of this Agreement.

5.7 HST Registration. At the Closing Date, the Canadian Buyer, or its designated assignee(s) acquiring the Transferred Assets, will be registered for the purposes of the HST Legislation and will provide its registration number(s) to the Sellers.

5.8 As Is, Where Is. Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Transferred Entities, the Transferred Assets and the Assumed Liabilities are being transferred on a “where-is” and, as to condition, “as-is” basis subject to the representations and warranties contained in Article IV (as modified by the Sellers’ Disclosure Schedule) and any certificate or documentation delivered in connection with this Agreement without any other representations or warranties of any nature whatsoever.

5.9 Non-Reliance of Buyer.

(a) Other than those representations and warranties contained herein (as modified by the Sellers’ Disclosure Schedule) and any certificate or documentation delivered in connection with this Agreement, Buyer acknowledges and agrees that: (i) no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever, including with respect to the Transferred Assets and the Transferred Equity Interests; and (ii) the Monitor has not provided any representations and warranties in respect of any matter or thing whatsoever in connection with the Transaction contemplated hereby, including with respect to the Transferred Assets and the Transferred Equity Interests. The acknowledgment in this Section 5.9 is made notwithstanding the delivery or disclosure to Buyer or its directors, officers, employees, agents or Representatives of any documentation or other information (including financial projections or supplemental data not included in this Agreement).

(b) Without limiting the generality of the foregoing, except as may be expressly set out in this Agreement and any certificate or documentation delivered in connection with the

Agreement, no representations or warranties have been given by any Party with respect to the Liability any Party has with respect to Taxes in connection with entering into this Agreement, the issuance of the Approval and Vesting Order or the consummation of the Transaction. Each Party is to rely on its own investigations in respect of any liability for Taxes payable, collectible or required to be remitted by the Seller or any other Party on or after Closing and the quantum of such Liability, if any.

## ARTICLE VI

### COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. During the period from the date of this Agreement and continuing until the earlier of the termination of this Agreement in accordance with its terms or the Closing, except as (a) expressly provided in this Agreement, (b) consented to in writing by Buyer or (c) set out in Section 6.1 of the Sellers' Disclosure Schedule, the Sellers shall and shall cause the Swiss Entity and the German SpokeCo to carry on their respective businesses in the Ordinary Course of Business subject to complying with the Initial Order, the A&R Initial Order or any other Order of the CCAA Court in the CCAA Proceeding, solely to the extent such Order is in form and substance acceptable to Buyer, as applicable, and, the Sellers and the Transferred Entities shall use commercially reasonable efforts to: (x) preserve in all material respects the operations, organization and goodwill of their respective businesses intact (including by maintaining and renewing its Permits); and (y) preserve in all material respects relationships with Governmental Entities, customers, suppliers, partners, lessors, licensors, licensees, vendors, contractors, distributors, agents, officers and employees and others having business dealings with their respective businesses. The Sellers shall notify Buyer in writing of any event, occurrence, fact, condition or change in the Business, assets, operations or prospects of the Sellers that results in, or could reasonably be expected to result in, a Material Adverse Effect, promptly upon the occurrence of any such event, occurrence, fact, condition or change.

6.2 Negative Covenants. Except as (i) expressly provided in this Agreement, (ii) consented to in writing by Buyer or (iii) set out in Section 6.2 of the Sellers' Disclosure Schedule, the Asset Sellers (or, in the case of paragraph (q), the Sellers) shall not, and shall cause the Transferred Entities not to, take any of the following actions:

- (a) incur or commit to incur any capital expenditures;
- (b) acquire or agree to acquire (by merging or consolidating with, or by purchasing any portion of the stock of, or other ownership interests in, or substantial portion of assets of, or by any other manner), any business or division or any corporation, partnership, association, limited liability company or other entity;
- (c) sell, lease, mortgage, pledge, transfer, license, sublease, or terminate or surrender any Lease or other real property interest in the Leased Real Property or Owned Real Property, or grant any Encumbrances on or otherwise encumber or dispose of any of the Purchased Assets (including any Contract available for assumption pursuant to Section 2.7 or the equity interest of any Transferred Entity), including the capital stock or equity interests of any of the

Sellers, other than Permitted Encumbrances and Encumbrances created by the Initial Order or the A&R Initial Order;

(d) (i) sell, assign, transfer, license, sublicense, covenant not to sue with respect to, abandon, cancel, permit to lapse or expire, or otherwise dispose of any Owned Intellectual Property (other than non-exclusive licenses granted to third persons in the Ordinary Course of Business or with respect to immaterial or obsolete Intellectual Property); (ii) enter into, modify or terminate an IP License or take any action or fail to take any action that may reasonably result in the right of the applicable licensor to terminate such IP License or otherwise modify the rights of any Seller or a Transferred Entity thereunder; or (iii) disclose any material Trade Secrets of any Seller to any other Person (other than in the ordinary course of business to a person bound by customary and adequate written confidentiality obligations);

(e) fail to Process any Personal Information in material compliance with all applicable Privacy Requirements;

(f) fail to take all actions reasonably necessary to protect the privacy and confidentiality of, and to protect and secure, any Personal Information in the possession or control of, or Processed by or on behalf of, the Business;

(g) fail to maintain or permit to lapse or expire any Permit;

(h) adjust, split, combine, redeem, repurchase or reclassify any capital stock or equity interests or issue or propose or authorize the issuance of any other securities (including Debt securities, options, profits interests, warrants or any similar security exercisable for, or convertible into, such other security);

(i) incur or assume any Debt (other than as would result in Liabilities that will constitute Excluded Liabilities or as contemplated by the DIP Term Sheet or permitted or approved therein);

(j) guarantee any Debt of any Person or enter into any “keep well” or other agreement to maintain any financial condition of another Person or enter into any arrangement having the economic effect of any of the foregoing (other than the DIP Term Sheet or as contemplated thereby);

(k) amend, restate, supplement, modify, waive or terminate any Material Contract;

(l) enter into any contract that would be a Material Contract if entered into prior to the date hereof;

(m) adopt or propose any amendments to the certificate of incorporation, bylaws or other organizational documents of any (i) Transferred Entity or (ii) any Seller in a manner adverse to Buyer or that would prohibit, materially delay or impair the consummation of the Transaction;

(n) initiate, compromise, settle or agree to settle any action, complaint, arbitration, or Proceeding, other than compromises, settlements or agreements in the Ordinary Course of Business that (i) involve only the payment of money damages to the extent permitted under the approved budget set forth in the DIP Facility (as may be updated in accordance with the DIP Term Sheet), (ii) do not impose ongoing limits on the conduct of the Business, and (iii) result in a full release of all Sellers with regard to the Claims giving rise to such Proceeding;

(o) change its financial or Tax accounting methods, except insofar as may have been required by applicable Law or a change in GAAP;

(p) except as required by applicable Law, enter into, amend, negotiate or terminate any Collective Bargaining Agreement or similar agreement with any labor union or labor organization representing any employees;

(q) except in connection with any “Key Employee Incentive Plan” or “Key Employee Retention Plan” approved by the CCAA Court, (i) increase the compensation payable to or to become payable to, or the benefits provided to, pay any bonus to, or grant any equity or equity-based award to, any current employee, director, independent contractor or other individual service provider of the Sellers; (ii) grant, increase, pay, provide or modify any severance, retention, change in control or termination payment or benefit to, or loan or advance or accelerate any amount to, any current or former employee, director, independent contractor or other individual service provider of the Sellers; (iii) accelerate the vesting or payment, or fund or in any other way secure the payment, of any compensation or benefit for any current or former employee, director, independent contractor or other individual service provider of the Sellers or take any action to accelerate the vesting or payment of, or otherwise fund or secure the payment of, any compensation or benefits under any Benefit Plan; (iv) approve, establish, adopt, enter into, amend or terminate any Benefit Plan, except as required by Law; (v) grant or forgive any loans to any current or former employee, director, independent contractor or other individual service provider of the Sellers; (vi) hire or promote, or terminate or demote (other than for cause), or modify in any material way the terms and conditions of employment of any current or former employee, independent contractor or other individual service provider of the Sellers (including the transfer of any employee outside the scope of the contemplated transaction); or (vii) waive or release any non-competition, non-solicitation, non-disclosure, non-interference, non-disparagement, or other restrictive covenant obligation of any current or former employee or independent contractor;

(r) resume operations at any facility related to the Business of U.S. SpokeCo;

(s) implement or announce any employee layoffs that could result in an obligation to give notice under the WARN Act;

(t) take any action inconsistent with, or omit to take any action required by, this Agreement; or

(u) authorize, commit or agree to take any of the foregoing actions or any other action which would reasonably be expected to prevent, or materially delay or impede, the satisfaction of any of the conditions set forth in Article VIII.

### 6.3 Access.

(a) Subject to applicable Law, until the Closing Date, the Sellers: (i) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, assets, contracts, properties, officers, employees, accountants, auditors, counsel (other than counsel to the Sellers in connection with the CCAA Proceeding) and other representatives, books and records, of the Sellers and their Affiliates, including the Books and Records; (ii) shall furnish to Buyer and its Representatives such financial, operating and property related data and other information as such Persons reasonably request; (iii) shall instruct the employees, counsel and financial advisors of the Sellers and their Affiliates to cooperate reasonably with Buyer in its investigation of the Business; and (iv) shall, upon reasonable request of Buyer, use reasonable best efforts to provide Buyer with access to their customers, suppliers, vendors, distributors, manufacturers and other Persons with whom the Business has had material dealings to the extent relating to the Transferred Entities, the Transferred Assets or the Assumed Liabilities. No investigation by Buyer prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of the Sellers contained in this Agreement. All such information shall be provided subject to the provisions of the DIP Term Sheet.

(b) From and after the Closing Date until the conclusion of the CCAA Proceeding, Buyer shall give the Sellers reasonable access during normal business hours to the books and records pertaining to their respective Transferred Assets, Transferred Entities and Assumed Liabilities, for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of the Sellers or any of their Affiliates under this Agreement, or (iii) as is necessary to administer, or satisfy their obligations in connection with, the CCAA Proceeding. Buyer shall, and shall cause each of its controlled Affiliates to, cooperate with the Sellers as may reasonably be requested by the Sellers for such purposes. Any other provision of this Agreement notwithstanding, the Sellers' rights under this Section 6.3 are fully assignable by the Sellers to any estate representative, including an official committee, trustee, litigation trust or similar Person empowered by the CCAA Court or applicable Law to discharge any administrative rights or duties in the CCAA Proceeding. For the avoidance of doubt, nothing in this Section 6.3(b) shall require Buyer to take any such action if (i) such action may result in a waiver or breach of any attorney/client privilege, (ii) such action could reasonably be expected to result in violation of applicable Law or Order, or (iii) providing such access or information would be reasonably expected to be disruptive to its normal business operations.

### 6.4 Confidentiality.

(a) From and after the Closing Date, the Sellers will treat and hold as confidential all of the Confidential Information, and will not, directly or indirectly, without the prior written consent of Buyer, disclose or use any Confidential Information. The Sellers' obligation not to disclose Confidential Information shall not apply to Confidential Information that it shall be required to disclose by Law; provided, however, that, prior to making such disclosure, the Sellers shall notify Buyer promptly to the extent legally permissible so that Buyer may seek confidential treatment or protection of such Confidential Information at Buyer's sole cost and expense.

(b) In the event that the Sellers are required in any Proceeding to disclose any Confidential Information, the Sellers will notify Buyer promptly of the requirement to the extent legally permissible so that Buyer may seek an appropriate protective order at Buyer's sole cost and expense or waive compliance with the provisions of this Section 6.4.

6.5 Public Announcements. From the Agreement Date, Buyer and the Sellers will consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release, any court filing or pleading filed with the CCAA Court relating primarily to this Agreement or the Transaction, or other public statements with respect to the Transaction, and neither Buyer nor the Sellers shall issue any such press release or make any such public statement without the prior written approval of the other Party, in each case except as may be required by Law, or by obligations pursuant to any listing agreement with any national securities exchange. Buyer and the Sellers shall use their respective reasonable best efforts to cause their respective controlled Affiliates, employees, officers and directors to comply with this Section 6.5.

6.6 Hired Employees

(a) Buyer may in its sole discretion provide offers of employment to any employees of the Sellers providing for employment commencement dates on or after the Closing Date, on terms and conditions determined by Buyer in its sole discretion.

(b) Buyer shall provide credit to Hired Employees under Buyer's paid time off plans for all accrued but unused vacation days as of the Closing, except to the extent that Hired Employees receive payment for such vacation days in connection with the Closing.

(c) Following the Closing, Buyer shall give each Hired Employee full credit for prior service with the Sellers for purposes of (i) eligibility and vesting under any health, welfare or retirement plans of Buyer (for the avoidance of doubt, excluding any vesting or benefit accrual under any defined benefit pension, deferred compensation, or equity or equity-based incentive plans, or any plan under which such crediting would be prohibited), and (ii) determination of benefit levels under any employee benefit plans of Buyer relating to paid time off, in each case, for which the Hired Employee is otherwise eligible and in which the Hired Employee is offered participation, except (i) as would result in duplication of benefits or the funding thereof or (ii) to the extent prior service is not credited to employees of Buyer or one of its Affiliates under any employee benefit plans or programs of Buyer or its Affiliates. Buyer shall use reasonable best efforts to waive, or cause to be waived, any limitations on benefits relating to pre-existing conditions to the same extent such limitations are waived under any comparable plan of the Sellers and use reasonable best efforts to recognize for purposes of annual deductible and out-of-pocket limits under its medical and dental plans, deductible and out-of-pocket expenses paid by Hired Employees in the calendar year in which the Closing Date occurs.

(d) Without limiting the generality of Section 2.6, each Seller shall retain responsibility for, and satisfy all Liabilities with respect to, all payments and benefits of the employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) under Benefit Plans accrued up to the Closing Date or which relate to events prior to the Closing Date in accordance with the terms thereof and applicable Laws, including but not



limited to any defined benefit pension plan, transaction based compensation, change in control benefits, retention bonuses, incentive equity, nonqualified deferred compensation, severance, and retirement benefits, but excluding all Accrued Wages with respect to Hired Employees.

(e) Without limiting the generality of Article II, each Seller shall be responsible for the following claims or benefit payments of all employees (and their spouses, dependents and beneficiaries, and all former employees, agents and representatives) regardless of whether such claims are filed before or after the Closing Date:

■ with respect to death or dismemberment claims, those in respect of which the event occurred prior to the Closing Date;

■ with respect to health claims, those in respect of which the services were provided or the supplies were purchased prior to the Closing Date; and

■ with respect to short term and/or long term disability claims and workers' compensation claims, for those claims resulting from events that occurred prior to the Closing Date, including, to the extent covered under the Benefit Plans, for recurring illnesses which first originated with events occurring prior to the Closing Date, whether or not such claims continue after the Closing Date.

(f) the Sellers agree that, notwithstanding the terms of any restrictive covenant agreement between the Sellers and any Hired Employee, such Hired Employee shall be permitted to provide services to Buyer and its Affiliates following the Closing, and the Sellers will not seek to enforce the terms of any such restrictive covenant following the Closing.

(g) Buyer and the Sellers shall cooperate, and cause their respective Affiliates to cooperate, as is reasonably appropriate to carry out the provisions of this Section 6.6, including by facilitating introductions and assigning Contracts as appropriate to maintain relationships with independent contractors, temporary staffing agencies, background check vendors, and other third-party service providers to the extent necessary to maintain the Business's operations in the ordinary course.

(h) This Section 6.6 shall operate exclusively for the benefit of the Sellers and Buyer and not for the benefit of any other Person, including any current or former employees of the Sellers or the Hired Employees, which Persons shall have no rights to enforce this Section 6.6. Nothing in this Section 6.6 shall: (i) entitle any Hired Employee to employment with Buyer; (ii) (A) for Hired Employees located in the United States, change such Hired Employee's status as an employee-at-will or (B) otherwise restrict the ability of Buyer to terminate the service of any Hired Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of the Sellers (including any beneficiary or dependent thereof); or (iv) be treated as an amendment of any Benefit Plan or other employee benefit plan or arrangement or restrict the ability of Buyer, the Sellers or any of their respective Affiliates to amend, modify, discontinue or terminate any Benefit Plan or other employee benefit plan or arrangement. Buyer shall have no obligations or other Liabilities under this Agreement with respect to any Person who is not or elects not to become a Hired Employee. Seller shall be exclusively responsible for all Liabilities

arising from Seller's employment of any non-Hired Employee and all such Liabilities will constitute Excluded Liabilities under this Agreement.

6.7 Payment of Transfer Taxes and Tax Filings. All Transfer Taxes arising out of the transfer of the Purchased Assets and any Transfer Taxes required to effect any recording or filing with respect thereto shall be borne by Buyer or the Canadian Buyer (as applicable). The Transfer Taxes shall be calculated assuming that no exemption from Transfer Taxes is available, unless otherwise indicated in the Approval and Vesting Order or, at Closing, the Sellers or Buyer, as appropriate, provide an appropriate resale exemption certificate or other evidence acceptable to Buyer or the Sellers, as appropriate, of exemption from such Transfer Taxes. The Sellers and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes. Each of Buyer and the Canadian Buyer (as applicable). shall file all necessary documentation and returns with respect to such Transfer Taxes that are required to be filed by each under applicable Law when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to Buyer, Canadian Buyer or the Sellers, as the case may be. Each Party shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any claim for exemption or exclusion from the application or imposition of any Taxes or making of any election related to Taxes, the preparation for any audit by any taxing authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax Return.

6.8 Permit Transfers; Reasonable Efforts.

(a) At the Closing, the Sellers shall transfer, modify or cause to be reissued all Permits (including all Environmental Permits) related to the Business in the name of and for the benefit of Buyer or an Affiliate of Buyer (if Buyer identifies such an Affiliate), and make all related filings and submissions, in each case, for consummation of the transactions contemplated by this Agreement and to allow Buyer or an Affiliate of Buyer (if Buyer identifies such an Affiliate) to own and operate the Business and the Transferred Assets. If any such Permit cannot be transferred, modified or reissued at the Closing, the Sellers shall use reasonable best efforts, at the Buyer's cost and expense, to assist Buyer in obtaining a new Permit after the Closing, and maintain such Permit and provide Buyer and Buyer's Affiliate (if Buyer identifies such an Affiliate) with the benefit of such Permit after the Closing and until Buyer obtains a new Permit.

(b) Each of the Parties will use reasonable best efforts to take, or cause to be taken, all actions and use reasonable best efforts to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things which are necessary, proper or advisable to consummate and make effective the Transaction including: (i) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Entities and the making of all other necessary registrations and filings with Governmental Entities, other than approvals from any Governmental Entities that are subject to Section 6.9, and (ii) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, documents and information necessary to consummate the Transaction.

(c) In furtherance of the foregoing, each Party shall use its reasonable best efforts to obtain any consents and approvals from any third party other than a Governmental Entity that may be required in connection with the Transaction (the “Third Party Consents”). Notwithstanding the foregoing sentence, the Sellers shall not be required to compensate any applicable third party, commence or participate in any Proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Assumed Liability) to any applicable third party in connection with the Sellers’ obligations under this Section 6.8(c).

6.9 Regulatory Approval.

(a) Buyer shall make or cause to be made a notification filing pursuant to the ICA no later than five (5) Business Days after the date hereof.

(b) Each Party shall use reasonable best efforts to take such action as may be required to obtain the ICA Approval with respect to the Transaction as promptly as possible after the execution of this Agreement. Without limiting the generality of the foregoing, each Party shall: (i) comply as promptly as practicable and advisable with any request under the ICA or pursuant to any other applicable Law for additional information, documents, or other materials received by each of them from any Governmental Entity in respect of such filings or the Transaction; and (ii) cooperate with each other in connection with any such filing and in connection with resolving any investigation or other inquiry of any Governmental Entity under the ICA or pursuant to any applicable Law with respect to any such filing or the Transaction. Each Party shall use reasonable best efforts to furnish to each other all information required for any application or other filing to be made pursuant to any applicable Law in connection with the Transaction. Each Party shall promptly inform the other Parties of any substantive oral communication with, and provide copies of substantive written communications with, any Governmental Entity regarding any such filings or the Transaction. No Party shall independently participate in any formal meeting with any Governmental Entity in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice of the meeting and, to the extent permitted by such Governmental Entity, the opportunity to attend and/or participate. Subject to applicable Law, the Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to Proceedings under the ICA or in connection with any investigation by any Governmental Entity regarding the Transaction. The Parties may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 6.9 as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (a Seller or Buyer, as the case may be).

(c) Notwithstanding anything to the contrary provided herein, (i) neither Buyer nor any of its Affiliates shall be required to (and the Sellers shall not, without the prior written consent of Buyer), and (ii) “reasonable best efforts” of the Buyer shall not be construed to require that Buyer or any of its Affiliates: (i) hold separate (including by trust or otherwise) or divest any of its businesses, product lines or assets, or any of the Transferred Assets; (ii) agree to any

limitation on the operation or conduct of any of its businesses, product lines or assets, or any of the businesses of the Transferred Assets or the Transferred Entities; or (iii) agree to any other remedial action whatsoever.

6.10 Corporate Name Change. At the Closing, each Seller shall deliver to Buyer a duly executed and acknowledged certificate of amendment to such Seller's certificate of incorporation or other organizational document which is required to change such Seller's corporate or other entity name to a new name that is, in Buyer's reasonable judgment, sufficiently dissimilar to such Seller's present name so as to avoid confusion and to make each Seller's present name available to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such certificates or other documents (at Buyer's expense) in order to effectuate such change of name at or after the Closing as Buyer or Canadian Buyer may elect. At the Closing, each Seller shall deliver to Buyer appropriate documents, duly executed and acknowledged, which is required to change such Seller's name to such new name in any jurisdiction in which such Seller is qualified to do business, in forms reasonably satisfactory to Buyer. Buyer and any Affiliate of Buyer are hereby authorized (but not obligated) to file such documents with appropriate public officials and Governmental Entity at or after Closing as Buyer or Canadian Buyer may elect. After the Closing, each Seller shall take any additional actions reasonably requested by Buyer to enable Buyer, Canadian Buyer or any of their respective Affiliates to operate and conduct business under such Seller's present name or name similar thereto and to qualify to do business under such Seller's present name or name similar thereto in any state or other jurisdiction.

6.11 Tax Matters.

(a) The Purchaser Price is exclusive of Transfer Taxes. Canadian Buyer and any other Buyer is liable for and shall pay all Transfer Taxes payable in respect of the sale and transfer of the Purchased Assets directly to the appropriate Canadian Seller at Closing, or if not payable at Closing, when due under applicable Law. To the extent a Transfer Tax is payable by Buyer but not collectible by a Canadian Seller under applicable Law, Buyer shall remit such Transfer Taxes payable to the appropriate Governmental Entity in compliance with applicable Law.

(b) If requested by the Buyer, the Canadian Buyer and the Canadian Sellers shall elect to have the provisions of subsection 167(1) and 167(1.1) of the HST Legislation apply to the sale of the Purchased Assets by the Canadian Sellers to the Canadian Buyer, if the Parties agree that such provisions are applicable. The Parties shall take all actions as may be necessary or advisable in order to complete and file a valid joint election as provided in subsection 167(1) of the HST Legislation and the Canadian Buyer shall file the joint election on or before the date on which the Canadian Buyer must submit its HST return for the reporting period in which the Closing occurs. To the extent a Governmental Entity disallows or otherwise denies the election(s) made by the Parties under section 167 of the HST Legislation, the Buyer shall indemnify and hold harmless the Canadian Seller(s) in respect of any HST, penalty and interest that may be assessed by the Governmental Entity against the Seller for the failure to collect HST in respect of the sale and transfer of the Purchased Assets for which the election(s) was disallowed or otherwise denied together with any Losses incurred by the Seller. Notwithstanding anything to the contrary in this Agreement, the Buyer's obligation to indemnify and hold harmless the Seller hereunder shall survive the Closing and shall continue in full force and effect for the benefit of the Seller without

any caps or other limitations until the expiration of the time during which the relevant Governmental Entity may assess the Seller for failure to collect HST in respect of the sale and transfer of the Purchased Assets. The Buyer shall remain liable for any HST that it is required to self-assess and remit directly to the Governmental Entity.

(c) The Canadian Buyer and the Canadian Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the applicable Purchased Assets as is reasonably necessary for the filing of all Tax Returns and making of any election related to Taxes, the preparation for any audit by any Governmental Entity, and the prosecution or defense of any Cause of Action relating to any Tax Return. The Canadian Buyer and the Canadian Sellers shall cooperate with each other in the conduct of any audit or other proceeding related to Taxes involving the applicable Purchased Assets and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Agreement. In addition, the Canadian Buyer and the Canadian Sellers agree to maintain or arrange for the maintenance of all records necessary to comply with this Agreement for a period of seven (7) years from the Closing Date (or such longer period as may be reasonably requested in writing by the Canadian Buyer or the Canadian Seller(s)) and each Party agrees to afford the other reasonable access to such records during normal business hours.

(d) If requested by, and at the sole option of, the Canadian Buyer, the Canadian Sellers and the Canadian Buyer shall jointly execute and file elections under section 22 of the Tax Act and the corresponding provisions of any applicable provincial Tax legislation in prescribed manner and within the prescribed time limits in respect of the sale of the accounts receivable of such Canadian Seller. The amount designated in any such election shall be the applicable portion of the Purchase Price paid by the Canadian Buyer for the accounts receivable as set out in the Allocation Schedule.

(e) If requested by, and at the sole option of, the Canadian Buyer, any Canadian Seller and Canadian Buyer shall jointly execute and file an election pursuant to subsection 20(24) of the Tax Act and the corresponding provision of any applicable provincial legislation in prescribed manner and within the prescribed time limits in respect of deferred revenue of the Business or the Canadian Assets for an amount of the deferred revenue that is being transferred to such Canadian Buyer in consideration for such Canadian Buyer undertaking future obligations in connection with the deferred revenue. In this regard, each such Canadian Seller and Canadian Buyer acknowledge that if such election is made, a portion of the Canadian Assets having a value equal to the elected amount shall be transferred by such Canadian Seller to such Canadian Buyer for the assumption of future obligations.

(f) Notwithstanding anything to the contrary herein, in the event that, pursuant to section 182 of the HST Legislation or a corresponding provision under any other Law, any Transfer Tax is deemed to be included in any payment made by a Party pursuant to this Agreement, such payment shall be increased to take into account any such Transfer Tax that is deemed to be included in the payment.

(g) The Buyers and the Sellers shall make any other election under the Tax Act or any other Tax legislation that the Buyer and Seller reasonably determine is available and necessary or advisable.

6.12 Payment of Sales Tax.

(a) Buyer agrees that after the Closing Date it will be responsible for the accounting, for, remittance and payment of all sales, value-added and similar Taxes that arise from operation of the Business from and after the Closing.

(b) All liability for Taxes with respect to the Purchased Assets attributable to the Pre-Closing Tax Period shall be borne by the Sellers, and liability for Taxes attributable to the Post-Closing Tax Period shall be borne by Buyer or the Canadian Buyer, as applicable. For purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, (i) Taxes imposed on a periodic basis in respect of the Purchased Assets (such as property taxes) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period pro rata on the basis of the number of days in such period, and (ii) Taxes (other than periodic Taxes) in respect of the Purchased Assets for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the end of the Closing Date. Without limiting any other provision of this Agreement, the Sellers shall be solely liable for any Taxes imposed upon the Sellers or any of their Affiliates for the Pre-Closing Tax Period.

6.13 Proration of Taxes. In the case of any Straddle Period, the amount of Taxes of U.S. SpokeCo attributable to the Pre-Closing Tax Period and imposed on or measured by income, receipts, payments or transactions shall be determined based on an interim closing of the books of U.S. SpokeCo as of the Closing Date. Any Taxes of U.S. SpokeCo for a Straddle Period, other than Taxes imposed on or measured by income, receipts, payments or transactions, shall be deemed to accrue for the Straddle Period on a daily pro-rata basis.

6.14 Tax Indemnity. From and after the Closing until the sixth (6th) anniversary of the Closing, the Sellers shall indemnify, defend and hold harmless any Buyer or U.S. SpokeCo from and against all Indemnified Taxes.

6.15 Pre-Acquisition Reorganizations. Prior to or substantially concurrently with the Closing, the Parties shall (and shall cause their Affiliates to) complete the Pre-Acquisition Reorganization Steps in the sequence set forth on Schedule III, as applicable; provided, that Buyer may modify or supplement the Pre-Acquisition Reorganization Steps in a manner that does not materially and adversely affect Seller Parent and its Subsidiaries (other than the Transferred Entities). The Parties further agree to negotiate the Pre-Acquisition Reorganization Documentation in good faith.

6.16 Intercompany Obligations. Each Seller shall take or cause to be taken such action and make or cause to be made such payments as may be necessary so that, as of the Closing Date, there shall be no intercompany obligations (other than the obligations set forth on Section 6.16 of the Sellers' Disclosure Schedule) between the Transferred Entities, on the one hand, and Seller Parent and its respective Affiliates (other than the Transferred Entities), on the other hand. Sellers

shall provide Buyer with a written summary of the proposed actions necessary to comply with its obligations hereunder and shall modify such proposed actions in good faith to address any of Buyer's comments; provided, that no such action shall be permitted hereunder without Buyer's prior written consent if such action would result in any Liability of the Transferred Entity that will not be paid or satisfied in full on or prior to Closing. Nothing in this Section 6.16 shall require any Seller to terminate or cancel any intercompany obligations exclusively between or among the Transferred Entities.

6.17 Payment Guarantee. At or before the Closing, Buyer shall use reasonable efforts to obtain a release of Sellers' obligations under the Payment Guarantee ("Seller Release"). To the extent the beneficiary or counterparty under the Payment Guarantee does not agree as of the Closing to such Seller Release, effective from and after the Closing Date, Seller Parent shall maintain the Payment Guarantee until the earlier of (x) the date Buyer delivers a Seller Release, (y) twelve (12) months after the Closing and (z) the date Seller Parent ceases to exist. Buyer shall indemnify, defend and hold harmless Seller Parent against, and, solely to the extent the Payment Guarantee is drawn upon or required to be performed, advance to Seller Parent, all amounts required to be paid, including costs or expenses in connection with such Payment Guarantee, including Seller Parent's expenses in maintaining the Payment Guarantee; provided, that, if Sellers are so advanced any funds by Buyer pursuant hereto, Seller Parent or the applicable Seller shall pay such amount to the counterparty, to and in accordance with, the Payment Guarantee.

6.18 Transition Services Agreement. If Buyer so requests, the Parties, in consultation with the Monitor, will use commercially reasonable efforts to negotiate the Transition Services Agreement, in form and substance reasonably acceptable to Buyer and the applicable Sellers (the "Transition Services Agreement"), including the fees and costs to be charged for the services provided pursuant to the Transition Services Agreement, which such fees shall be at cost, the duration of the Transition Services Agreement, and any other terms and provisions of the Transition Services Agreements; in each case, taking into account the size and capabilities of Sellers' workforce as of the Agreement Date and any adverse changes thereto since that date. If the Parties agree on each of the foregoing, the Parties will, as of the Closing, enter into the Transition Services Agreement which will cover the scope of services agreed to by the Parties.

6.19 Wrong Pockets.

(a) If, at any time following the Closing, any Party becomes aware that any Transferred Asset which should have been transferred, conveyed, assigned or delivered to Buyer pursuant to the terms of this Agreement and the Transaction Documents was not transferred, conveyed, assigned or delivered to Buyer as contemplated by this Agreement and the Transaction Documents, then the Sellers shall, or shall cause their Affiliates to, (i) promptly transfer, convey, assign or deliver such Transferred Asset to Buyer (or its designated Affiliate), in each case for no additional consideration and consistent with the terms of this Agreement, (ii) execute all instruments, agreements or documents as may be reasonably necessary for the purpose of transferring the relevant interests in the Transferred Assets (or part thereof) held by such Seller or such Seller's Affiliate to Buyer, (iii) do all such further acts or things as may be reasonably necessary to validly effect the transfer and vest the relevant interest in such assets (or part thereof) in Buyer.

(b) From and after the Closing, if any Seller or any of their Affiliates receives any mail, packages, invoice, service request information, data, document or other correspondence or communications, or receives any monies or checks or other funds or proceeds relating to a Transferred Asset or on behalf of any Transferred Entity, or if Buyer or any of its Affiliates receive any mail, packages, invoice, service request information, data, document or other correspondence or communications, or receive any monies or checks or other funds or proceeds relating to the Sellers' or their Affiliates' business, properties or assets (other than the Transferred Assets or the Transferred Equity), such party shall promptly (and in any event within five (5) Business Days following receipt thereof) remit such mail, packages, correspondence, communications, monies, receivables, funds, request, information, data, document or proceeds to the other party (and any such amounts shall be treated as received by and held in trust by the relevant party).

6.20 Section 16. Seller Parent agrees and acknowledges that the acquisition of certain assets of Seller Parent, and any direct or indirect transactions (including any acquisitions, deemed acquisitions, dispositions and/or deemed dispositions) involving Seller Parent's equity securities (and/or any related derivative securities) by Buyer and/or any of its direct or indirect "affiliates" (as defined in this Section 6.20) with Seller Parent or any of its Subsidiaries, in connection with, related to or contemplated by the Convertible Notes, the DIP Facility, this Agreement, the Transaction Documents, and transactions contemplated hereby or thereby, and any other arrangements, agreements or understandings related thereto, including any prior, concurrent or subsequent reorganization, recapitalization, dissolution, liquidation, wind up or similar transactions, are intended to be exempt from Section 16(b) of the Exchange Act pursuant to one or more rules promulgated thereunder (including Rule 16b-3 under the Exchange Act), applicable law and the SEC's releases and interpretations, and Seller Parent will, and will cause its successors and assigns (whether as a result of consolidation, merger, other similar transaction or otherwise) to, from time to time as and when requested by Buyer and/or any of its direct or indirect affiliates, adopt appropriate resolutions of the board of directors of Seller Parent (the "Seller Parent Board") or a committee thereof composed solely of two or more "non-employee directors" as defined in Rule 16b-3 under the Exchange Act, execute and deliver or cause to be executed and delivered, to the extent it may lawfully do so, all such documents and instruments (including any such resolutions of Seller Parent Board or such committee thereof) and take, or cause to be taken, to the extent it may lawfully do so, all such further actions as Buyer and/or any of its direct or indirect affiliates, may reasonably deem necessary and desirable, in each case to facilitate and effect any such exemption. Solely for purposes of this Section 6.20, "affiliate" shall have the meaning ascribed to such term as defined in Rule 12b-2 under the Exchange Act.

6.21 Financial Support to the Swiss Entity and the German SpokeCo. From and after the Closing, Buyer (or its designated Affiliate) shall provide sufficient financial support to the Swiss Entity to ensure that the Swiss Entity and the German SpokeCo are not over-indebted (*überschuldet*) or illiquid (*zahlungsunfähig*) as determined by the applicable Laws of the jurisdictions each entity is located for a period of 12 months from the date hereof; it being understood that the obligations under this Section 6.20 shall not be construed to constitute a letter of comfort (*Patronatserklärung*) by Buyer and any breach of this Section 6.21 shall only be enforceable by the Swiss Entity and the Germany SpokeCo who for purposes of this Section 6.21 are named third party beneficiaries under this Agreement.



## ARTICLE VII

### INSOLVENCY PROCEEDINGS

#### 7.1 CCAA Proceeding.

(a) The Parties acknowledge and agree that: (i) the form of each of the A&R Initial Order, the SISP, the SISP Order, the Approval and Vesting Order, the SISP Recognition and 363 Order and the AVO Recognition and Section 363 Order shall be settled between the Parties (such settled forms, the “Final Exhibits”), in each case in form and substance satisfactory to the Buyer, by no later than the date that is five (5) days following the date of this Agreement (such date, the “Exhibit Finalization Date”); and (ii) promptly following the Parties’ settling of the Final Exhibits, the Sellers shall serve on the service list in the CCAA Proceeding, and file with the CCAA Court, a copy of this Agreement with the Final Exhibits appended as Exhibits hereto.

(b) The Parties acknowledge and agree that the Sellers shall apply to the CCAA Court by no later than May 14, 2025, for the Initial Order, and all Parties will use reasonable best efforts to have the Initial Order issued.

(c) The Parties acknowledge and agree that the Sellers shall apply to the CCAA Court by no later than May 22, 2025, for the A&R Initial Order, substantially in the form of Exhibit A attached hereto, and all Parties will use reasonable best efforts to have the A&R Initial Order issued.

(d) The Parties acknowledge and agree that the Sellers shall apply to the CCAA Court by no later than May 22, 2025, for the SISP Order, substantially in the form of Exhibit C attached hereto, and all Parties will use reasonable best efforts to have the SISP Order issued. Buyer acknowledges and agrees that the SISP is in contemplation of determining whether a superior bid can be obtained for the Transferred Assets or the Transferred Equity Interests or some alternative form of sale, investment or restructuring transaction in respect of the Sellers, the Transferred Assets, the Transferred Equity Interests and/or the Business.

(e) The Sellers shall provide Buyer for review, reasonably in advance of filing, drafts of such motions, pleadings or other filing related to the process of consummating the Transaction to be filed with the Court, including the motions for issuance of the A&R Initial Order, the SISP Order, the Approval and Vesting Order, the SISP Recognition and 363 Order, the AVO Recognition and Section 363 Order and any Further Order and/or U.S. Assignment Order and shall promptly inform Buyer of any notice, correspondence or court materials it receives from another Person with respect to any objections, concerns, or positions purportedly intended to be raised with the Court. The Sellers acknowledge and agree (i) that any such motions, pleadings, or other filings shall be in form and substance satisfactory to Buyer, acting reasonably, and (ii) to consult and cooperate with Buyer regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witness testimony, in connection with such hearing.

(f) In the event an appeal is taken or a stay pending appeal is requested from the SISP Order, an order pursuant to section 11.3 of the CCAA, the Approval and Vesting Order,

the SISP Recognition and 363 Order, the AVO Recognition and Section 363 Order, or any Further Order or U.S. Assignment Order, the Sellers shall promptly notify Buyer of such appeal or stay request and shall promptly provide Buyer a copy of the related notice of appeal or order of stay. The Sellers shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from such orders. The Sellers agree to take all action as may be reasonable and appropriate to defend against such appeal or stay request and the resolution of such appeal or stay request, provided that nothing herein shall preclude the Parties from consummating the Transaction, if the Approval and Vesting Order and the AVO Recognition and Section 363 Order, as applicable, shall have been issued and has not been stayed and if Buyer and the Sellers, in their respective sole discretion, waive in writing the condition that the Approval and Vesting Order or the AVO Recognition and Section 363 Order, as applicable, be Final.

7.2 Expense Reimbursement and Break Fee. In consideration for Buyer's considerable expenditure of time and money and agreement to act as the initial bidder and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement, in the event that an Alternative Transaction is selected as the Successful Bid in accordance with the SISP, Buyer shall be entitled to: (i) an expense reimbursement for Buyer's and its Affiliates' documented reasonable out-of-pocket expenses (without duplication to the fees and expenses incurred in connection with the DIP Term Sheet) incurred in connection with this Agreement and/or the Transaction in an aggregate amount equal to the amount of such expenses, plus applicable Taxes, up to a maximum of \$200,000 (the "Expense Reimbursement"); and (ii) the Break Fee; provided, that the Expense Reimbursement and the Break Fee shall be payable by the Sellers to Buyer on the date upon which closing occurs in respect of any Alternative Transaction; provided, further, that Buyer shall not be entitled to payment of the Expense Reimbursement and the Break Fee if no Successful Bid is selected in accordance with the SISP and the SISP terminates in accordance with its terms. The payment of the Expense Reimbursement and the Break Fee shall be approved in the SISP Order and shall be secured by a Court-ordered charge against the Sellers' assets in priority to amounts secured by existing security other than amounts secured by the various charges approved by the CCAA Court in the Initial Order and/or the A&R Initial Order (the "Expense Reimbursement and Break Fee Charge"). Each of the Parties acknowledges and agrees that with respect to a termination of this Agreement pursuant to Section 9.1(b)(i), Section 9.1(b)(iii), Section 9.1(b)(iv), Section 9.1(b)(v) or Section 9.1(d)(i), the Expense Reimbursement and the Break Fee together represent a fair and reasonable estimate of the costs that will be incurred by Buyer as a result of non-completion of the Transaction, and are not intended to be punitive in nature nor to discourage competitive bidding for the Business, the Transferred Assets and/or the Transferred Equity Interests, and no Party shall take a position inconsistent with this Section 7.2. Each Seller irrevocably waives any right it may have to raise as a defense that any such liquidation damages are excessive or punitive. Each of the Parties acknowledges and agrees that the Expense Reimbursement and the Break Fee in this Section 7.2 is an integral part of this Agreement and of the Transaction, and that without these agreements, Buyer would not enter into this Agreement. Upon payment of the Expense Reimbursement and the Break Fee to Buyer in connection with a termination of this Agreement pursuant to Section 9.1(b)(i), Section 9.1(b)(iii), Section 9.1(b)(iv), Section 9.1(b)(v) or Section 9.1(d)(i), Buyer shall be precluded from any other remedy against the Sellers at law or in equity or otherwise in respect of the disclaimer, repudiation, breach or termination of this Agreement; provided that nothing herein shall preclude any Party from seeking

injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement or to compel specific performance of this Agreement.

### 7.3 Third-Party Arrangements.

(a) During the period beginning on the date this Agreement is declared as the Successful Bid pursuant to the SISP Order and ending on the Closing Date (the “Interim Period”), the Sellers will, and will cause the Transferred Entities to, use reasonable best efforts to cause the Sellers’ and the Transferred Entities’ management and Representatives to cooperate with Buyer as reasonably requested by Buyer, in connection with Buyer’s efforts to renegotiate the terms of, or enter into any settlement agreement or similar agreement related to, the Business’ contractual arrangements set forth on Section 7.3 of the Sellers’ Disclosure Schedule, or any Permitted Encumbrance, Assumed Liability or any outstanding or future Claims, liabilities or Encumbrances against any of Transferred Entities (collectively, the “Stakeholder Negotiations”). Such assistance shall include using reasonable best efforts to: (i) provide access to documents and other information in connection with the Stakeholder Negotiations; (ii) at Buyer’s request, provide introductions to key associates of each of the Sellers’ stakeholders responsible for relevant communications with the applicable Seller; (iii) upon reasonable advance notice from Buyer, participate (including making members of management, with appropriate seniority and expertise, and other necessary Representatives of the Sellers) in meetings with Buyer and/or the Business’ third-party stakeholders; (iv) reasonably assist with the preparation of materials in advance of any such meetings, in each case to the extent such materials relate to information concerning the Transferred Assets or the Transferred Entities; (v) review, approve and enter into such agreements or arrangements as is requested by Buyer; provided, however, that such cooperation does not: (A) require the entry by any Seller or any of their respective Affiliates into any agreement (x) if executed by a Seller that will not be an Assumed Contract and (y) the effectiveness of which is, or any of Seller Parent’s or its Subsidiaries’ obligations thereunder are, not conditioned on the consummation of the Transaction; (B) prevent or materially delay the consummation of the Transaction; (C) require the payment of monies prior to the Closing Date to any third-party counterparty subject to such Stakeholder Negotiations; or (D) take or permit the taking of any action that would reasonably be expected to conflict with, result in any violation or breach of, or default (with or without lapse of time, or both) under, the Sellers’ or the Transferred Entities organizational documents or any applicable law (such exceptions set forth in (A) through (D) above, the “Cooperation Exceptions”). Subject to the Sellers’ compliance with Section 7.3(a)(v), no representation, warranty or covenant of any Seller contained in this Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on the failure, in and of itself, by the applicable Seller to obtain any amended terms or enter into any settlement agreement or similar agreement contemplated by this Section 7.3(a).

(b) Notwithstanding anything to the contrary in this Agreement or the Confidentiality Agreement, unless and until this Agreement is terminated, Buyer shall be permitted to contact, communicate, engage and negotiate with any third-party customer, vendor or other contract counterparty of, and consent or agree to a settlement of any Claims, liabilities or Encumbrances against the Sellers or the Transferred Entities, in each case, in connection with the Stakeholder Negotiations; provided that: (i) Seller Parent is kept reasonably informed of such contact, communication, engagement, negotiations and settlements; (ii) any such action does not prevent or materially delay the consummation of the Transaction; (iii) Buyer shall not disclose any

confidential information in respect of the Transferred Assets or the Transferred Entities without Seller Parent's prior written consent, not to be unreasonably withheld, conditioned or delayed (unless and until the receiving party is party to a confidentiality agreement with Seller Parent or its Subsidiaries that is reasonably acceptable to Seller Parent); and (iv) the effectiveness of any settlement shall be subject to, and shall not be effective until, the consummation of the Transaction. To the maximum extent permitted by applicable Law, Buyer shall, in consultation with Seller Parent's management, lead and direct all actions, terms, decisions and strategy for, and make all final determinations as to the timing, terms and appropriate course of action with respect to the Stakeholder Negotiations, subject to the Cooperation Exceptions.

7.4 Chapter 15 Recognition Proceedings.

(a) Buyer shall cooperate with the Sellers acting reasonably, as may be necessary, in obtaining the AVO Recognition and Section 363 Order, the SISP Recognition and Section 363 Order and any U.S. Assignment Order, as requested by Buyer.

(b) No later than three (3) Business Days from the entry of the SISP Order, the Sellers shall file a motion seeking entry of the SISP Recognition and Section 363 Order.

(c) No later than two (2) Business Days from the entry of the Approval and Vesting Order, the Sellers shall file a motion seeking entry of the AVO Recognition and Section 363 Order.

(d) Notice of the motions seeking the issuance of the AVO Recognition and Section 363 Order and SISP Recognition and Section 363 Order shall be served by the Sellers on all Persons required to receive notice under applicable Law and the requirements of the CCAA, the CCAA Court, the U.S. Bankruptcy Code, the U.S. Bankruptcy Court and any other Person determined necessary by the Sellers or Buyer.

**ARTICLE VIII**

**CONDITIONS TO OBLIGATIONS OF THE PARTIES**

8.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transaction is subject to the satisfaction (or waiver by Buyer in Buyer's sole discretion) on or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The Sellers Fundamental Representations shall be true and correct in all respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date, in which case such representation and warranty shall have been true and correct as of such date). All other representations and warranties of the Sellers contained in Article IV shall be true and correct in all respects (disregarding for this purpose all materiality or "Material Adverse Effect" qualifications contained herein) on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date, in which case such representation and warranty shall have been true

and correct as of such date), except where the failure of any such representations or warranties to be true and correct, either individually or in the aggregate, has not resulted in or would not reasonably be expected to result in a Material Adverse Effect.

(b) Performance of Obligations. The Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date.

(c) DIP Financing. The DIP Term Sheet shall be approved by the CCAA Court in form and substance acceptable to Buyer and any Encumbrance securing the DIP Facility shall have been fully and unconditionally discharged and released at the Closing against all of the Transferred Assets and the Transferred Equity Interests.

(d) No Material Adverse Effect. There shall have been no Material Adverse Effect from the Agreement Date through the Closing Date.

(e) No Challenges to Credit Bid. There shall be no pending challenge or contest to the validity, amount, perfection or priority of the Credit Documents or other Claims of Buyer thereunder that would prevent or otherwise limit Buyer's ability to credit bid the Credit Bid Amount, unless any such challenge or contest shall have been resolved to the reasonable satisfaction of Buyer in its sole discretion.

(f) Deliverables. The Sellers shall have delivered, or caused to be delivered, to Buyer each deliverable required pursuant to Section 3.1(b).

(g) SISP Order. The SISP shall have been conducted in accordance with its terms and the terms of the SISP Order.

(h) Cure Amounts Schedule. The Sellers shall have delivered the most recent Updated Cure Amounts Schedule to Buyer by no earlier than seven (7) Business Days before and no later than two (2) Business Days before the Closing Date, or such other date as Buyer may agree to in writing.

(i) Carve-Out Conditions. (i) All of the shares or other equity interests in all Carve-Out Entities shall have been validly transferred to Seller Parent (or an entity designated by Seller Parent that will be an Affiliate of Seller Parent after the Closing) and Seller Parent shall have provided Buyer by Notice with sufficient evidence of the transfer of the shares or other equity interests in all of the Carve-Out Entities pursuant to customary documentation in the respective geography of each Carve-Out Entity in form and substance acceptable to Buyer and (ii) the applicable Sellers shall have satisfied the condition set forth in Section 8.1(i) of Sellers' Disclosure Schedule.

(j) DIP Agreement. No event of default shall have occurred under the DIP Facility.

8.2 Conditions Precedent to the Obligations of the Sellers. The obligation of the Sellers to consummate the Transaction is subject to the satisfaction (or waiver by the Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The Buyer's Fundamental Representations shall be true and correct in all respects on the date hereof and on and as of the Closing Date, with the same force and effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date, in which case such representation and warranty shall have been true and correct as of such date). All other representations and warranties contained in Article V shall be true and correct in all respects (disregarding for this purpose all materiality or "Material Adverse Effect" qualifications contained herein) on the date hereof and as of the Closing Date (except to the extent that any such representation or warranty is expressly made as of a specified date, in which case such representation and warranty shall have been true and correct as of such date), except where the failure of any such representations or warranties to be true and correct, either individually or in the aggregate, has not resulted in or would not reasonably be expected to have an adverse effect on Buyer's ability to perform its obligations under this Agreement in any material respect.

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it prior to or on the Closing Date.

(c) Deliverables. Buyer shall have delivered to the Sellers each deliverable required pursuant to Section 3.1(c).

8.3 Conditions Precedent to Obligations of Buyer and the Sellers. The respective obligations of Buyer and the Sellers to consummate the Transaction are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Parties in whole or in part to the extent permitted by applicable Law):

(a) no provision of any applicable Law or Order enacted, entered, promulgated, enforced or issued by any Governmental Entity (including the Competition Bureau) shall be in effect that prevents, renders illegal or otherwise prohibits the sale and purchase of the Transferred Assets, the Transferred Equity Interests or any of the other Transaction.

(b) the CCAA Court shall have granted the Initial Order and it shall be Final;

(c) the CCAA Court shall have granted the A&R Initial Order and it shall be Final;

(d) the CCAA Court shall have granted the SISP Order and it shall be Final;

(e) the CCAA Court shall have granted the Approval and Vesting Order no later than July 7, 2025, or such later date as Buyer may agree to in writing, which order shall have become Final;

(f) the CCAA Court shall have granted the SISP Recognition Order and it shall be Final;

(g) the U.S. Bankruptcy Court shall have entered into the AVO Recognition and Section 363 Order by no later than July 16, 2025, or such later date as Buyer may agree to in writing, which order shall have become Final;

(h) this Agreement shall be the Successful Bid (as determined pursuant to the SISP); and

(i) unless waived by Buyer in its sole discretion, the ICA Approval shall have been received.

8.4 Frustration of Closing Conditions. Neither the Sellers nor Buyer may rely on the failure of any condition to their respective obligations to consummate the Transaction set forth in Section 8.1, Section 8.2 or Section 8.3, as the case may be, to be satisfied if such failure was caused by such Party's failure to comply with or breach of any provision of this Agreement.

8.5 Monitor's Certificate.

(a) When the conditions to Closing set out in Sections 8.1, 8.2 and 8.3 have been satisfied and/or waived by the Sellers and/or Buyer, as applicable, the Sellers and Buyer or their respective counsel will each deliver to the Monitor confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (the "Conditions Certificates"). Upon receipt of the Conditions Certificates, the Monitor shall: (i) issue forthwith its Monitor's Certificate concurrently to the Sellers and Buyer, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the CCAA Court (and shall provide a true copy of such filed certificate to the Sellers and Buyer). In the case of (i) and (ii) above, the Monitor will be relying exclusively on the basis of the Conditions Certificates without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

(b) The Parties agree and acknowledge that the Monitor shall have no liability to the Parties in connection with the Monitor's Certificate or otherwise in connection with the Transaction, and in performing its role the Monitor shall be acting in its capacity as such and shall have all of the rights, protections, limitations on liability and benefits of the CCAA, the Initial Order, the A&R Initial Order, any other order of the CCAA Court made in the CCAA Proceeding and as an officer of the CCAA Court.

## ARTICLE IX

### TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated and the Transaction abandoned at any time prior to the Closing:

(a) by mutual agreement of the Sellers and Buyer;

(b) by Buyer, if:

■ there shall have been a breach by the Sellers of any of their representations, warranties, covenants or agreements contained in this Agreement, which breach would

result in the failure to satisfy one or more of the conditions set forth in Section 8.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured by the earlier of (A) July 18, 2025 (or such later date as the Parties may agree upon in writing, the “Outside Date”) or (B) five (5) Business Days after written notice thereof shall have been received by the Sellers from Buyer;

■ there is a breach or event of default under the DIP Term Sheet;

■ if the Sellers, or any of their Affiliates, request or support, or the CCAA Court approves, any amendments or modifications to the SISP that are not consented to by Buyer;

■ if the CCAA Proceeding is terminated or a trustee in bankruptcy or a receiver is appointed in respect of the Sellers and/or their assets, and such trustee in bankruptcy or receiver refuses to proceed with the Transaction;

■ if Seller Parent, or any other Seller, enters into a definitive agreement with respect to an Alternative Transaction or the CCAA Court or the Bankruptcy Court otherwise approves an Alternative Transaction that is not this Transaction; or

■ if the Final Exhibits are not settled by the Exhibit Finalization Date (provided that Buyer shall only have the right to terminate this Agreement under this Section 9.1(b)(vi) until 5:00 p.m. (Eastern Standard Time) on the date that is two (2) days prior to the hearing before the CCAA Court for the A&R Initial Order, following which date Buyer shall not be entitled to terminate this Agreement under this Section 9.1(b)(vi));

(c) by the Sellers, if, there shall have been a breach by Buyer of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 8.2, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within the earlier of (i) Outside Date or (ii) five (5) Business Days after written Notice thereof shall have been received by Buyer from the Sellers; or

(d) by either Buyer or the Sellers:

■ if this Agreement is not selected as the Successful Bid (as determined pursuant to the SISP);

■ if the Closing shall not have occurred by the Outside Date (except that a Party seeking to terminate this Agreement pursuant to this Section 9.1(d)(ii) shall not have the right to do so if such Party is then in material breach of its obligations under this Agreement); or

■ if any Governmental Entity shall have enacted or issued a Law or Order or taken other action permanently restraining, prohibiting or enjoining Buyer, its designated Affiliates or the Sellers from consummating the Transaction.



9.2 Consequences of Termination.

(a) To terminate this Agreement under Section 9.1, written notice thereof must be given to the other Party, and this Agreement will thereafter become void and have no further force and effect, subject to the terms of this Section 9.2, and all further obligations of the Sellers and Buyer to each other under this Agreement will terminate without further obligation or liability of the Sellers or Buyer to the other.

(b) If this Agreement is terminated for any reason other than pursuant to Section 9.1(a) and Section 9.1(c), then Buyer shall be entitled to payment of the Expense Reimbursement subject to and in accordance with Section 7.2.

(c) If this Agreement is terminated pursuant to Section(s) 9.1(b)(i), 9.1(b)(iii), 9.1(b)(iv), 9.1(b)(v), or 9.1(d)(i), then without duplication of amounts payable to Buyer in accordance with Section 9.2(b), Buyer shall be entitled to payment of the Break Fee and Expense Reimbursement subject to and in accordance with Section 7.2.

(d) Notwithstanding the foregoing set forth in this Section 9.2, Section 1.1 (Defined Terms), Section 6.5 (Public Announcements), Section 6.7 (Payment of Transfer Taxes and Tax Filings), Section 6.11 (Tax Matters), Section 7.2 (Expense Reimbursement and Break Fee) this Section 9.2 (Consequences of Termination) and Article X (Miscellaneous) shall survive any such termination of this Agreement, with the obligations under Section 6.7 and 6.9(c) to survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

(e) Nothing in Section 7.2 or this Section 9.2 shall relieve Buyer or the Sellers or any liability for willful breach of this Agreement or fraud prior to the date of termination.

**ARTICLE X**

**MISCELLANEOUS**

10.1 Expenses. Except as set forth in this Agreement and the DIP Term Sheet, and whether or not the Transaction are consummated, each Party shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transaction.

10.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers; provided, however, that Buyer may assign its rights and liabilities hereunder to one or more Affiliates of Buyer, which assignment shall not relieve Buyer of its obligations hereunder, except in the case of an assignment by Buyer to an entity of substance reasonably acceptable to Sellers (it being agreed that Glencore International AG is reasonably acceptable to Seller Parent), in which case, Buyer shall be relieved of all such obligations. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Buyer may, without the consent of any of the other Parties, designate, in accordance with the terms of this

paragraph and effective as of the Closing, one or more Persons to acquire all, or any portion of, the Transferred Assets or the Transferred Entities and assume all or any portion of the Assumed Liabilities. Such designation may be made by Buyer by written notice to the Sellers and the Monitor at any time prior to the Closing; provided, that such designation shall not relieve Buyer of its obligations to deliver the Credit Bid Amount or pay the Cure Amounts hereunder. The Parties agree to modify, or cause to be modified, any Closing deliverables in accordance with any such designation.

10.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the Sellers and Buyer, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the foregoing, no direct or indirect holder of any equity interests or securities of either the Sellers or Buyer (whether such holder is a limited or general partner, member, stockholder or otherwise), nor any Affiliate of any of the Sellers or Buyer, nor any Representative, or controlling Person of each of the Parties and their respective Affiliates, shall have any liability or obligation arising under this Agreement or the Transaction.

10.4 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery or electronic mail, addressed as set forth below, or to such other address as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by electronic mail with confirmation of receipt; provided, however, that, if delivered or transmitted on a day other than a Business Day, notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service:

If to the Sellers:

Li-Cycle Holdings Corp.  
Suite 5300, TD Bank Tower, Box 48  
66 Wellington Street West, Toronto, Ontario,  
M5K 1E6  
Attention: Corporate Secretary  
Email: legalnotices@li-cycle.com

With a copy to:

McCarthy Tétrault LLP  
66 Wellington St W  
Suite 5300

Toronto, ON M5K 1E6  
Attention: Robert Hansen; Fraser Bourne  
Email: rhansen@mccarthy.ca;  
fbourne@mccarthy.ca

With a copy to:

Freshfields US LLP  
3 World Trade Center  
51st Floor  
175 Greenwich Street  
New York, New York 10007  
Attention: Andrea Basham; Madlyn Primoff  
Email: andrea.basham@freshfields.com;  
madlyn.primoff@freshfields.com

And with a copy to the Monitor:

Alvarez & Marsal Canada Inc.  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto ON M5J 2J1

Attention: Melanie MacKenzie, Joshua Nevsky  
Email: mmackenzie@alvarezandmarsal.com;  
jnevsky@alvarezandmarsal.com

And with a copy to the Monitor's counsel:

Osler, Hoskin & Harcourt LLP  
First Canadian Place  
100 King St. W Suite 6200  
Toronto, ON M5X 1 B8

Attention: Michael De Lellis & Martino Calvaruso  
Email: mdelellis@osler.com;  
mcalvaruso@osler.com

If to Buyer:

Glencore International AG  
Baarermattstrasse 3  
CH – 6340 Baar  
Switzerland  
Attention: General Counsel  
Email: general.counsel@glencore.com

With a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, NY 10153

Attention:

Matt Barr; Chase Bentley; Mariel E. Cruz; David Avery-Gee; and Eoghan Keenan

Email:

Matt.Barr@weil.com; Chase.Bentley@weil.com;  
Mariel.Cruz@weil.com; David.Avery-Gee@weil.com; and Eoghan.Keenan@weil.com

and

Torys LLP  
79 Wellington St. W., 30<sup>th</sup> Floor  
Box 270, TD South Tower  
Toronto, Ontario M5K 1N2

Attention:

Scott Bomhof; John Emanoilidis; David Bish

Email:

sbomhof@torys.com; jemanoilidis@torys.com;  
dbish@torys.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

10.5 Entire Agreement; Amendments and Waivers. This Agreement and all agreements entered into pursuant hereto and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Seller Parent, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be delivered via “pdf” or facsimile. In proving

this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

10.7 Invalidity. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith to modify this Agreement, to ensure that this Agreement shall reflect as closely as practicable the intent of the Parties on the date hereof. If the final judgment of a court of competent jurisdiction or other Governmental Entity declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

10.8 Governing Law; Jurisdiction and Venue. This Agreement, the rights and obligations of the Parties under this Agreement, and any claims or controversy (each, a "Transaction Dispute") directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the jurisdiction and venue of the courts of Ontario for the resolution of any such disputes arising under this Agreement. Each Party agrees that service of process on such Party as provided in Section 10.4 shall be deemed effective service of process on such Party. Buyer and the Sellers further agree that the CCAA Court shall have jurisdiction over all disputes and other matters relating to (a) the interpretation and enforcement of this Agreement or any other Transaction Document and/or (b) the Transferred Assets and/or Assumed Liabilities and the Parties expressly consent to and agree not to contest such jurisdiction.

10.9 WAIVER OF RIGHT TO TRIAL BY JURY. THE SELLERS AND BUYER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING IN CONNECTION WITH A TRANSACTION DISPUTE.

10.10 Specific Performance. Each Party acknowledges and agrees that the other Party may be damaged irreparably in the event that a Party does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Buyer, Canadian Buyer, or the Sellers may have under law or equity, each Party may be entitled to injunctive relief to prevent any breaches of the provisions of this Agreement by the other Parties and to enforce specifically this Agreement and the terms and provisions hereof.

10.11 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except with respect to the Monitor or as otherwise expressly provided herein, including Section 10.14 and Section 6.21 (solely to the extent provided therein).

10.12 Counting. If the due date for any action to be taken under this Agreement (including the delivery of Notices) is not a Business Day, then such action shall be considered timely taken if performed on or prior to the next Business Day following such due date.

10.13 Survival. Except as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of Buyer and the Sellers, respectively, contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms and set forth and subject to the limitations provided therein.

10.14 Non-Recourse. All claims, Liabilities, Proceedings, or Claims (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to a Transaction Dispute, may be made only against (and are expressly limited to) the entities that are expressly identified as the Parties in the preamble to this Agreement or, if applicable, their permitted assignees ("Contracting Parties"). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, equityholder, Affiliate, agent, attorney, or representative of, and any financial advisor or lender to, any of the foregoing ("Nonparty Affiliates"), shall have any Liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, Liabilities, or Claims, arising under, out of, in connection with, or related in any manner to a Transaction Dispute; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, Liabilities, and Claims, against any such Nonparty Affiliates.

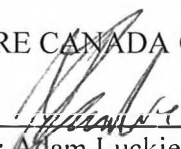
10.15 Preparation of this Agreement. Buyer and the Sellers hereby acknowledge that (a) Buyer and the Sellers jointly and equally participated in the drafting of this Agreement and all other agreements contemplated hereby, (b) Buyer and the Sellers have been adequately represented and advised by legal counsel with respect to this Agreement and the Transaction, and (c) no presumption shall be made that any provision of this Agreement shall be construed against either Party by reason of such role in the drafting of this Agreement and any other agreement contemplated hereby.

10.16 Authorization Order. Notwithstanding any other provision of this Agreement, this Agreement will not be binding on the Sellers (other than Section 7.1(b)) unless the Initial Order is made.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered  
by the duly authorized signatories of the Sellers and Buyer as of the date first above written.

**BUYER:** GLENCORE CANADA CORPORATION

By:  \_\_\_\_\_

Name: Adam Luckie

Title: Authorized Signatory

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Sellers and Buyer as of the date first above written.

**BUYER:** GLENCORE CANADA CORPORATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLERS:** LI-CYCLE HOLDINGS CORP.

By: \_\_\_\_\_ 

Name: Ajay Kochhar

Title: President and CEO

LI-CYCLE U.S. INC.

By: \_\_\_\_\_ 

Name: Ajay Kochhar

Title: President and CEO

LI-CYCLE NORTH AMERICA HUB, INC.

By: \_\_\_\_\_ 

Name: Ajay Kochhar

Title: President and CEO

LI-CYCLE CORP.

By: \_\_\_\_\_ 

Name: Ajay Kochhar

Title: President and CEO

LI-CYCLE AMERICAS CORP.

By: \_\_\_\_\_ 

Name: Ajay Kochhar

Title: President and CEO



**Schedule I**

**List of Sellers**

**Asset Sellers**

Li-Cycle North America Hub, Inc., a Delaware corporation  
Li-Cycle Corp., a corporation existing under the laws of the Province of Ontario  
Li-Cycle Americas Corp., a corporation existing under the laws of the Province of Ontario  
Li-Cycle U.S. Inc., a Delaware corporation  
Li-Cycle Holdings Corp., a corporation existing under the laws of the Province of Ontario

**Equity Sellers**

Li-Cycle U.S. Inc., a Delaware corporation  
Li-Cycle Holdings Corp., a corporation existing under the laws of the Province of Ontario

**Intellectual Property Seller**

Li-Cycle Corp., a corporation existing under the laws of the Province of Ontario

**Schedule II**

**Carve-out Entities**

Li-Cycle United Kingdom Ltd., a private limited Company established under the laws of the United Kingdom of Great Britain and Northern Ireland

Li-Cycle Hungary Kft, a limited liability company (korlátolt felelősségű társaság) established under the laws of Hungary

Li-Cycle France S.à r.l., a limited liability company (Société à responsabilité limitée) established under the laws of the French Republic

Li-Cycle Norway AS, a private limited liability company (Aksjeselskap) established under the laws of the Kingdom of Norway

### **Schedule III**

#### **Pre-Acquisition Reorganization Steps**

The following steps shall occur in the following order on or about the Closing Date (except as otherwise indicated):

##### **Step 1:**

Prior to Closing, Glencore International AG ("GIAG") will form a new entity established under the laws of Switzerland ("Buyer Parent"). Buyer Parent then forms a new entity also established under the laws of Switzerland ("MidCo"). MidCo then forms new entities existing under the laws of (i) Delaware ("U.S. NewCo"), (ii) Canada and (iii) Switzerland. U.S. NewCo will elect to be classified as a corporation for U.S. federal tax purposes. U.S. NewCo 1 will then form a new entity ("U.S. NewCo 2"), a Delaware limited liability company, who will elect to be classified as a disregarded entity for U.S. federal tax purposes.

##### **Step 2:**

At least two (2) days prior to the Closing, U.S. SpokeCo shall convert from a Delaware corporation to a Delaware limited liability company pursuant to Delaware's conversion statute (the "Conversion"), and in connection with the Conversion U.S. SpokeCo shall change its name to Li-Cycle, LLC or such other name selected by Buyer. After the Conversion and at least one (1) day prior to the Closing, U.S. SpokeCo shall file a protective election on IRS Form 8832 to be classified as a disregarded entity for U.S. federal tax purposes, effective as of the date of the Conversion and such election will indicate that it is an initial classification election by a newly-formed entity.

##### **Step 3:**

On the Closing Date, immediately prior to Closing, Glencore Canada Corporation ("GCC") and Li-Cycle Holdings Corp. will split either Secured Note 1 or Secured Note 2 into (i) a Term Loan ("Term Loan"), representing an amount of the principal amount due and owing under such preexisting Secured Convertible Note equal to \$40,000,000 *less* the Credit Bid Amount (the "Term Loan Amount"), and (ii) a Convertible Note ("Remainder Secured Note 1"), representing the remainder of the principal amount and interest of such preexisting Secured Convertible Note (for the avoidance of doubt, after giving effect to the reduction of such principal amount outstanding under preexisting Secured Convertible Note on the Closing Date pursuant to Section 3.2).

To give effect to the foregoing, the Parties agree to negotiate in good faith and enter into (i) a note purchase agreement with respect to Remainder Secured Note 1, (ii) a term loan agreement, representing the Term Loan and (iii) (A) security documents in connection with the Term Loan, (B) guarantees in connection with the Term Loan and (C) release documentation for the Transferred Equity Interests and Transferred Assets with respect to the Convertible Notes.

##### **Step 4:**

Immediately following Step 3, GCC will transfer to GIAG all of its right, title and interest in the Term Loan, after which GIAG becomes the lender thereunder. The Remainder Secured Note 1, Secured Note 2 and Unsecured Note remain with GCC.

**Exhibit 3**

**PCCAPO**



Court File No.: CV-25-00743053-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE

)

MONDAY, THE 9TH

)

JUSTICE CONWAY

)

DAY OF JUNE, 2025

)

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

AND IN THE MATTER OF A PROPOSED PLAN  
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICAN HUB, INC.

Applicants

**PRIORITY CLAIMS AND CURE AMOUNTS PROCEDURE ORDER**

**THIS MOTION**, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order (the "**Priority Claims and Cure Amounts Procedure Order**"), among other things, approving:

- (a) a procedure for the identification and resolution of priority claims against the Applicants; and
- (b) a procedure for the determination of Cure Amounts under certain Assumed Contracts (each as defined in the Equity and Asset Purchase Agreement dated May 14, 2025 between Li-Cycle Holdings Corp. et al., as Seller, and Glencore Canada Corporation as Buyer (the "**Stalking Horse Bidder**"), as amended on May 22, 2025, and as may be further amended from time to time (the "**Stalking Horse Agreement**")),

was heard this day by judicial videoconference at 330 University Avenue, Toronto, Ontario.

**ON READING** the affidavit of William E. Aziz (the “**CRO**”) sworn June 5, 2025 (the “**Aziz Affidavit**”) and the Exhibits thereto and the Second Report of Alvarez & Marsal Canada Inc., in its capacity as monitor of the Applicants (the “**Monitor**”) dated June 6, 2025 (the “**Second Report**”), and on hearing the submissions of counsel for the Applicants, the Monitor and such other parties as listed on the counsel slip, no other party appearing although duly served as appears from the Lawyer’s Certificate of Service of Meena Alnajjar dated June 5, 2025, filed:

## **SERVICE**

1. **THIS COURT ORDERS** that the time for service and filing the Notice of Motion, the Motion Record and the Second Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

## **DEFINITIONS**

2. **THIS COURT ORDERS** that for purposes of this Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) “**Asset Seller**” means Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc. and Li-Cycle North America Hub, Inc.
- (b) “**Assumed Contract**” has the meaning given thereto in the Stalking Horse Agreement;
- (c) “**Assumed Contract Notice Party**” means a counterparty to an Assumed Contract to which any Asset Seller is a party and is related to, used in or necessary for the operations of the Business (as conducted prior to February 26, 2025) or the construction of the Rochester Hub;
- (d) “**Business**” means (a) the business of recycling and recovering critical battery-grade materials conducted by the Asset Sellers, Li-Cycle Europe AG, Li-Cycle Inc. and Li-Cycle Germany GmbH in (i) the United States of America; (ii) Germany; and (iii) Switzerland; and (b) the business of Li-Cycle Americas Corp., related to the spoke in Kingston, Ontario.

- (e) “**Back-Up Bid**” has the meaning given thereto in the SISP Order;
- (f) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (g) “**Calendar Day**” means a day, including Saturday, Sunday or a statutory holiday in the Province of Ontario, Canada;
- (h) “**Claim**” means any right of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind of any of the Applicants, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Filing Date or relates to a time period prior to the Filing Date;
- (i) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (j) “**Cure Amounts**” has the meaning given thereto in the Stalking Horse Agreement;
- (k) “**Cure Amounts Notice**” means the notice prepared by the Applicants, in consultation with the Monitor, substantially in the form attached to the Aziz Affidavit at Exhibit “J”, which has been sent by the Applicants to each Assumed Contract Notice Party identifying the Cure Amounts owing under the Assumed Contracts with the Assumed Contract Notice Party (which may be nil);
- (l) “**Cure Amounts Objection Deadline**” means 5:00 p.m. (Toronto time) on June 24, 2025;
- (m) “**Cure Amounts Objection Notice**” means a notice to the Monitor by any Assumed Contract Notice Party that wishes to dispute the Cure Amounts set forth



in the Cure Amounts Notice sent to such Assumed Contract Notice Party, which notice shall be substantially in the form attached hereto as **Schedule “G”** and shall set out the reasons for the objection;

- (n) **“Cure Amounts Schedule”** means the schedule prepared by the Applicants, in consultation with the Monitor, which identifies the Cure Amounts owing under the Assumed Contracts with each Assumed Contract Notice Party (which may be nil);
- (o) **“Filing Date”** means May 14, 2025;
- (p) **“Initial Order”** means the Order of the Honourable Justice Conway of the Court dated May 14, 2025, as amended and restated on May 22, 2025, and as further amended and/or amended and restated from time to time;
- (q) **“Monitor’s Website”** means <https://www.alvarezandmarsal.com/LiCycle>;
- (r) **“Negative Notice Priority Claim”** means a Priority Claim that is set out in a Statement of Negative Notice Priority Claim prepared by the Applicants, in consultation with the Monitor, which Priority Claim shall be: (i) valued in accordance with the Applicants’ assessment of the Priority Claim, based on the books and records of the Applicants and any negotiations with such Negative Notice Priority Claimants; and (ii) deemed to be accepted in the amount set out therein unless otherwise disputed by a Negative Notice Priority Claimant in accordance with the procedures outlined herein;
- (s) **“Negative Notice Priority Claimant”** means any Person to whom a Statement of Negative Notice Priority Claim is addressed and disseminated by the Monitor in accordance with the procedures outlined herein;
- (t) **“Negative Notice Priority Claims Package”** means the document package to be disseminated by the Monitor to all Negative Notice Priority Claimants in accordance with the terms of this Order, which shall consist of the Negative Notice Priority Claimant’s Statement of Negative Notice Priority Claim, a Notice of Dispute of Priority Claim form, and such other materials as the Monitor may consider appropriate or desirable;

- (u) **“Notice of Dispute of Priority Claim”** means a notice delivered to the Monitor by a Priority Creditor disputing a Statement of Negative Notice Priority Claim or Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule “F”** and shall set out the reasons for the dispute;
- (v) **“Notice of Revision or Disallowance”** means a notice informing a Priority Creditor that the Monitor has revised or disallowed all or any part of such Priority Creditor’s alleged Priority Claim set out in a Proof of Priority Claim, which notice shall be substantially in the form attached hereto as **Schedule “E”** and shall set out the reasons for such revision and/or disallowance;
- (w) **“Notice to Priority Creditors”** means the notice publicizing this Priority Claims Procedure to be published in accordance with the Priority Claims and Cure Amounts Procedure Order, substantially in the form of the notice attached as **Schedule “A”**;
- (x) **“Person”** means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;
- (y) **“Priority Claim”** means any indebtedness, liability, obligation or claim of any kind whatsoever against the Applicants’ Property and/or the Transferred Equity Interests that ranks in priority to the Secured Lender Claims, but excluding any indebtedness, liability, obligation or claim secured by a court ordered charge pursuant to the Initial Order or any other Order within these CCAA proceedings;
- (z) **“Priority Claims Bar Date”** means 5:00 p.m. (Toronto time) on June 24, 2025;
- (aa) **“Priority Claims Package”** means a document package to be provided by the Applicants in accordance with the terms of this Order, which shall consist of a copy of the Priority Claims and Cure Amounts Procedure Order or a hyperlink to the Priority Claims and Cure Amounts Procedure Order on the Monitor’s Website, a

Proof of Priority Claim Instruction Letter, a Proof of Priority Claim, and such other materials as the Monitor may consider appropriate or desirable;

- (bb) **“Priority Claims Procedure”** means the procedures for the identification and resolution of Priority Claims outlined in this Order, including the Schedules hereto;
- (cc) **“Priority Claims Schedule”** means the schedule prepared by the Applicants, in consultation with the Monitor, which identifies the Priority Claims in respect of each Priority Creditor (which may be nil), as may be updated or amended from time to time;
- (dd) **“Priority Creditor”** means any Person asserting a Priority Claim;
- (ee) **“Proof of Priority Claim”** means the form of Proof of Priority Claim to be completed and filed by a Priority Creditor in respect of any Priority Claim for which such Priority Creditor has not received a Statement of Negative Notice Priority Claim, substantially in the form attached as **Schedule “D”**, which shall include all available supporting documentation in respect of such Priority Claim;
- (ff) **“Proof of Priority Claim Instruction Letter”** means a letter regarding the Priority Claims Procedure containing instructions regarding the completion and return of a Proof of Priority Claim, substantially in the form attached as **Schedule “C”** hereto;
- (gg) **“Proven Priority Claim”** means the amount and classification of any Priority Creditor’s Priority Claim as finally determined in accordance with the Priority Claims Procedure;
- (hh) **“Rochester Hub”** means the Applicants’ planned commercial-scale hub, under development at 50 McLaughlin Road, Rochester, New York, 14615 and 205 McLaughlin Road, Rochester, New York 14615;
- (ii) **“Secured Lender Claims”** means all indebtedness, liabilities and obligations owing by the Applicants pursuant to:

- (i) an amended and restated senior secured convertible note issued to the Stalking Horse Bidder by Li-Cycle Holdings Corp. on March 25, 2024 and amended and restated on January 31, 2025 in the original principal amount of \$81,573,643.75 as of January 31, 2025, and guaranteed by Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc., among others; and
- (ii) an amended and restated convertible note issued to Glencore Ltd. by Li-Cycle Holdings Corp. on May 5, 2022 (which was subsequently assigned to the Stalking Horse Bidder) as subsequently amended and restated on March 25, 2024 and January 31, 2025 in the original principal amount of \$124,059,131.32 as of January 31, 2025, and guaranteed by Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc., among others;
- (jj) “**Service List**” has the meaning given thereto in the Initial Order;
- (kk) “**SISP Order**” means the Sale and Investment Solicitation Process Order issued in these proceedings and dated May 22, 2025;
- (ll) “**Statement of Negative Notice Priority Claim**” means the respective statements to be prepared by the Applicants, in consultation with the Monitor, and disseminated by the Monitor to each Negative Notice Priority Claimant in accordance with the terms of this Order, each of which shall state the amount of such Negative Notice Priority Claimant’s Negative Notice Priority Claim and shall include a description of any security in respect of such Negative Notice Priority Claim, and which statements shall be substantially in the form attached as **Schedule “B”** hereto;
- (mm) “**Successful Bid**” has the meaning given thereto in the SISP Order; and
- (nn) “**Transferred Equity Interests**” has the meaning given thereto in the Stalking Horse Agreement.

## NOTICE TO PRIORITY CREDITORS

3. **THIS COURT ORDERS** that as soon as possible following the issuance of the Priority Claims and Cure Amounts Procedure Order and by no later than 5:00 p.m. (Toronto Time) on June 10, 2025:

- (a) the Monitor shall post on the Monitor's Website a copy of the Priority Claims and Cure Amounts Procedure Order, with schedules, and the Priority Claims Schedule;
- (b) the Monitor shall cause a Negative Notice Priority Claims Package to be sent to every Negative Notice Priority Claimant by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in the Applicants' books and records; and
- (c) the Monitor shall by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in the Applicants' books and records, send a copy of the Priority Claims Package to: (i) each Person that appears on the Service List; (ii) each Person that has claimed to be a Priority Creditor and requested a Priority Claims Package prior to such date; and (iii) any Person known to the Applicants or the Monitor as having a potential Priority Claim based on the books and records of the Applicants and any registrations under the *Personal Property Security Act* (Ontario), the Uniform Commercial Code or similar legislation that is not captured in any Statement of Negative Notice Priority Claim, unless such parties are sent a Negative Notice Priority Claims Package.

4. **THIS COURT ORDERS** that as soon as possible following the issuance of the Priority Claims and Cure Amounts Procedure Order, the Monitor shall cause to be published the Notice to Priority Creditors in *The Globe and Mail* (National Edition) and *The Wall Street Journal*.

5. **THIS COURT ORDERS** that the Monitor shall, provided such request is received prior to the Priority Claims Bar Date, deliver as soon as practically possible following receipt of a request therefor, a copy of the Priority Claims Package to any Person claiming to be a Priority Creditor and requesting such Priority Claims Package.

## DETERMINATION OF NEGATIVE NOTICE CLAIMS

6. **THIS COURT ORDERS** that if a Negative Notice Priority Claimant wishes to dispute the amount of its Negative Notice Priority Claim as set out in the relevant Statement of Negative Notice Priority Claim, the Negative Notice Priority Claimant shall deliver to the Monitor a Notice of Dispute of Priority Claim, together with supporting documentation as is necessary to support the dispute, which must be received by the Monitor by no later than the Priority Claims Bar Date. Such Negative Notice Priority Claimant shall specify therein the details of the dispute with respect to its Negative Notice Priority Claim.

7. **THIS COURT ORDERS** that if a Negative Notice Priority Claimant does not deliver to the Monitor a completed Notice of Dispute of Priority Claim such that it is received by the Monitor by the Priority Claims Bar Date, disputing the amount of its Negative Notice Priority Claims as set out in the Statement of Negative Notice Priority Claim, then:

- (a) such Negative Notice Priority Claimant shall be deemed to have accepted the amount and status of the Negative Notice Priority Claimant's Priority Claims as set out in the Statement of Negative Notice Priority Claim; and
- (b) any and all of the Negative Notice Priority Claimant's rights to dispute the amount and status of the Negative Notice Priority Claims as determined in the Statement of Negative Notice Priority Claim or to otherwise assert or pursue the Negative Notice Priority Claims set out in the Statement of Negative Notice Priority Claim other than as they are determined in such Statement of Negative Notice Priority Claim shall be forever extinguished and barred without further act or notification.

For greater certainty, nothing in this paragraph affects any separate and distinct Priority Claims of a Negative Notice Priority Claimant that are not captured in whole or in part in a Statement of Negative Notice Priority Claim (and are separately asserted in a Proof of Priority Claim submitted in accordance with this Order).

8. **THIS COURT ORDERS** that if a Notice of Dispute of Priority Claim is received by the Monitor pursuant to paragraph 6, the dispute set out therein shall either be resolved consensually

by way of an agreement between the Applicants and the Negative Notice Priority Claimant, with the consent of the Monitor and in consultation with the Stalking Horse Bidder, or upon further Order of the Court.

## **PROOFS OF PRIORITY CLAIM**

9. **THIS COURT ORDERS** that all Priority Creditors wishing to assert a Priority Claim that is not captured in a Statement of Negative Notice Priority Claim, shall file with the Monitor a Proof of Priority Claim, together with supporting documentation as is necessary to establish such Priority Claim, so that such Proof of Priority Claim is received by the Monitor by no later than the Priority Claims Bar Date. For greater certainty:

- (a) no Person need submit a Proof of Priority Claim in respect of (i) a Claim that is captured in a Statement of Negative Notice Priority Claim, (ii) a Claim that is not alleged to be a Priority Claim, including any unsecured Claim; and (iii) a claim relating to a time period after the Filing Date and/or not based on facts existing on or prior to the Filing Date (a “**Post-Filing Claim**”); and
- (b) no Person asserting a Priority Claim shall be entitled to submit a placeholder claim or provide for any reservation of rights to add or amend a Proof of Priority Claim at a later date except with the consent of the Monitor or as specifically provided for herein.

10. **THIS COURT ORDERS** that any Priority Creditor (other than any Negative Notice Priority Claimant in respect of its Negative Notice Priority Claim as set out in a Statement of Negative Notice Priority Claim) who does not file a Proof of Priority Claim, together with supporting documentation, by the Priority Claims Bar Date shall be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Priority Claim.

## **DETERMINATION OF PRIORITY CLAIMS**

11. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Priority Claim filed on or before the Priority Claims Bar Date and may accept, revise or disallow (in whole or in part) the amount and/or status of a Priority Claim set out in any Proof of Priority Claim. At any time, the Monitor may request additional information with respect to any Priority Claim, and may

request that the Priority Creditor file a revised Proof of Priority Claim. The Monitor shall consult with the Applicants, the CRO and the Stalking Horse Bidder prior to accepting, settling or disputing any Priority Claim.

12. **THIS COURT ORDERS** that if the Monitor determines to revise or disallow a Proof of Priority Claim, then the Monitor shall send a Notice of Revision or Disallowance to the Priority Creditor on or before June 27, 2025, or such later date as determined by the Monitor in its discretion (taking into account, among other things, the nature and quantity of the Proofs of Priority Claim received).

13. **THIS COURT ORDERS** that the Monitor may attempt to resolve the amount and/or status of any Priority Claim with the Priority Creditor on a consensual basis prior to accepting, revising or disallowing such Claim.

14. **THIS COURT ORDERS** that where a Proof of Priority Claim has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Priority Claim shall not establish a Proven Priority Claim unless the Priority Creditor has disputed the revision or disallowance in accordance with paragraph 15, and proven the revised or disallowed Priority Claim (or portion thereof) in accordance with paragraph 17 of this Priority Claims and Cure Amounts Procedure Order.

#### **NOTICES OF DISPUTE OF PRIORITY CLAIM**

15. **THIS COURT ORDERS** that if a Priority Creditor disputes a Notice of Revision or Disallowance received by it and intends to contest the Notice of Revision or Disallowance then such Priority Creditor shall deliver a Notice of Dispute of Priority Claim so that such Notice of Dispute of Priority Claim is received by the Monitor by no later than 5:00 p.m. (Toronto time) on the date that is seven (7) Calendar Days after the date the Monitor sends the Notice of Revision or Disallowance to the applicable Priority Creditor or such later date as the Monitor may agree in writing or the Court may order.

16. **THIS COURT ORDERS** that if a Priority Creditor who receives a Notice of Revision or Disallowance fails to file a Notice of Dispute of Priority Claim with the Monitor within the time limit therefore, then (i) the amount and status of such Priority Creditor's Priority Claim shall be



deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Priority Creditor's Proven Priority Claim, and (ii) the Priority Creditor will be barred from disputing or appealing same, and the balance of such Priority Creditor's Priority Claim, if any, shall be forever barred and extinguished.

17. **THIS COURT ORDERS** that if a Notice of Dispute of Priority Claim is received by the Monitor pursuant to paragraph 15, the dispute set out therein shall either be resolved consensually by way of an agreement between the Applicants and the Priority Creditor, with the consent of the Monitor and in consultation with the Stalking Horse Bidder, or upon further Order of the Court.

18. **THIS COURT ORDERS** that, notwithstanding the other provisions of this Order, the Monitor may make a motion to the Court for a final determination of a Priority Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Monitor, on full notice to the applicable Priority Creditor.

19. **THIS COURT ORDERS** that in the event that any dispute between the Priority Creditor and the Monitor is not settled within a time period or in a manner satisfactory to the Monitor, the Monitor may make a motion to the Court for directions, on notice to each of the Priority Creditor and the Stalking Horse Bidder.

#### **ADEQUACY OF INFORMATION/CURRENCY**

20. **THIS COURT ORDERS** that:

- (a) the Monitor may, where it is satisfied that a Priority Claim has been adequately proven, waive strict compliance with the requirements of this Priority Claims and Cure Amount Procedure Order as to completion and filing of Proofs of Priority Claim; and
- (b) any Priority Claims denominated in a currency other than United States dollars shall, for the purposes of this Priority Claims and Cure Amounts Procedure Order, be converted to, and constitute obligations in, United States dollars, such calculation to be effected by the Monitor using the most recent United States Federal Reserve foreign exchange rate on the Filing Date.

## NOTICE OF TRANSFEREES

21. **THIS COURT ORDERS** that the Monitor shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Priority Claim as the Priority Creditor in respect thereof unless:

- (a) actual written notice of the transfer or assignment, together with satisfactory evidence of a valid transfer or assignment of the Priority Claim, has been received by the Monitor; and
- (b) the Monitor has acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the “Priority Creditor” in respect of such Priority Claim. Any such transferee or assignee of a Priority Claim, and such Priority Claim, shall be bound by any notices given or steps taken in respect of such Priority Claim in accordance with this Priority Claims and Cure Amounts Procedure Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

22. **THIS COURT ORDERS** that if the holder of a Priority Claim has transferred or assigned the whole of such Priority Claim to more than one Person or part of such Priority Claim to another Person or Persons, such transfer or assignment shall not create a separate Priority Claim or Claims and such Priority Claim shall continue to constitute and be dealt with as a single Priority Claim notwithstanding such transfer or assignment, and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Priority Claim only as a whole and then only to and with the Person last holding such Priority Claim in whole as the Priority Creditor in respect of such Priority Claim. Provided that a transfer or assignment of the Priority Claim has taken place in accordance with paragraph 21 of this Priority Claims and Cure Amounts Procedure Order and the Monitor has acknowledged in writing such transfer or assignment, the person last holding such Priority Claim in whole as the Priority Creditor in respect of such Priority Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Priority Claim, but only as a whole, shall be with a specified Person and, in such event, such Priority Creditor, such transferee or assignee of the Priority Claim and the whole of such Priority Claim shall be bound by any notices

given or steps taken in respect of such Priority Claim by or with respect to such Person in accordance with this Priority Claims and Cure Amounts Procedure Order.

23. **THIS COURT ORDERS** that the Monitor is under no obligation to give notice of a valid transfer or assignment made pursuant to this Priority Claims and Cure Amounts Procedure Order to any Person other than the Priority Creditor holding the Priority Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Priority Claim.

24. **THIS COURT ORDERS** that the transferee or assignee of any Priority Claim:

- (a) shall take the Priority Claim subject to the rights and obligations of the transferor/assignor of the Priority Claim, and subject to the rights of the Applicants against any such transferor or assignor, including any rights of set-off which the Applicants had against such transferor or assignor, and
- (b) cannot use any transferred or assigned Priority Claim to reduce any amount owing by the transferee or assignee to the Applicants, whether by way of set-off, application, merger, consolidation or otherwise.

#### **NOTICE TO ASSIGNED CONTRACT NOTICE PARTIES**

25. **THIS COURT ORDERS** that the Cure Amounts Notice and the sending of the Cure Amounts Notice by the Applicants to each Assumed Contract Notice Party on or before June 10, 2025, by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in the Applicants' books and records, is hereby authorized, *nunc pro tunc*.

26. **THIS COURT ORDERS** that as soon as possible following the issuance of the Priority Claims Procedure Order and by no later than 5:00 p.m. (Toronto Time) on June 10, 2025, the Monitor shall post a copy of the Cure Amounts Schedule on the Monitor's Website.

## DETERMINATION OF CURE AMOUNTS

27. **THIS COURT ORDERS** that any Assumed Contract Notice Party that does not wish to dispute the Cure Amounts (which may be nil) set forth in the Cure Amounts Notice delivered to such Assumed Contract Notice Party is not required to take any further action and the Cure Amounts set out in such Cure Amounts Notice (which may be nil) shall be deemed to be the Cure Amounts payable to such Assumed Contract Notice Party pursuant to the Stalking Horse Agreement and any other Successful Bid or Back-Up Bid.

28. **THIS COURT ORDERS** that any Assumed Contract Notice Party that wishes to dispute the Cure Amounts set forth in the Cure Amounts Notice delivered to such Assumed Contract Notice Party shall be required to send a Cure Amounts Objection Notice to the Monitor such that the Cure Amounts Objection Notice is received by the Monitor prior to the Cure Amounts Objection Deadline.

29. **THIS COURT ORDERS** that where an Assumed Contract Notice Party does not deliver a Cure Amounts Objection Notice to the Monitor pursuant to paragraph 28:

- (a) such Assumed Contract Notice Party shall be forever barred from disputing the Cure Amounts as set out in the Cure Amounts Notice (which may be nil) delivered to such Assumed Contract Notice Party;
- (b) the Cure Amounts payable to such Assumed Contract Notice Party as set out in the Cure Amounts Notice (which may be nil) shall be deemed to be the Cure Amounts payable to such Assumed Contract Notice Party pursuant to the Stalking Horse Agreement and any other Successful Bid or Back-Up Bid; and
- (c) any claim of such Assumed Contract Notice Party to Cure Amounts in excess of the amount specified in such Cure Amounts Notice (which may be nil) shall be forever barred and extinguished.

30. **THIS COURT ORDERS** that if a Cure Amounts Objection Notice is received by the Monitor pursuant to paragraph 28 prior to the Cure Amounts Objection Deadline, the Applicants, in consultation with the Monitor and the Stalking Horse Bidder, shall take all reasonably necessary actions to resolve any such objections with the applicable Assumed Contract Notice Party

(provided that any such resolutions with respect to any Assumed Contract are consented to by the Monitor and acceptable to the Stalking Horse Bidder), and if no such resolution is reached, the dispute shall be determined by the Court on a summary basis pursuant to a motion brought by the Monitor on notice to the Assumed Contract Notice Party and the Stalking Horse Bidder.

## **PROTECTIONS FOR THE MONITOR**

31. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under: (i) the CCAA, (ii) the Initial Order, and/or (iii) any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Priority Claims and Cure Amounts Procedure Order or incidental thereto.

32. **THIS COURT ORDERS** that in carrying out the terms of this Priority Claims and Cure Amounts Procedure Order:

- (a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, any other Order of this Court, and as an officer of this Court, as applicable;
- (b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Priority Claims and Cure Amounts Procedure Order save and except for any gross negligence or willful misconduct on its part;
- (c) the Monitor shall be entitled to rely on the books and records and any information provided by the Applicants as well as documentation and information provided by others, including information and documentation provided by Priority Creditors and Assumed Contract Notice Party pursuant to this Priority Claims and Cure Amounts Procedure Order, without independent investigation;
- (d) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books and records or information;
- (e) the Monitor shall be authorized and empowered to assist any Priority Creditor in the filing of a Proof of Priority Claim; and

- (f) the Monitor may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Priority Claims and Cure Amounts Procedure Order from the Applicants or any of their affiliates, including making such inquiries and obtaining such records and information as it deems appropriate in connection with the Priority Claims Procedure.

Nothing in this Priority Claims and Cure Amounts Procedure Order shall derogate from the protections afforded to the Monitor by the CCAA, any other federal or provincial applicable law or the Initial Order.

### **SERVICE AND NOTICE**

33. **THIS COURT ORDERS** that the Monitor, and in the case of the Cure Amounts Notices, the Applicants, be at liberty to deliver the Negative Notice Priority Claims Package, Priority Claims Package and Cure Amounts Notices, and any letters, notices or other documents to Priority Creditors, Assumed Contract Notice Parties or other interested Persons, by forwarding true copies thereof by e-mail, or where no known e-mail is available, by prepaid ordinary mail or courier to the last known address as recorded in the Applicants' books and records and that any such service or notice by e-mail or courier shall be deemed to be delivered and received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth Business Day after mailing.

34. **THIS COURT ORDERS** that the forms of notice to be provided in accordance with this Priority Claims and Cure Amounts Procedure Order shall constitute good and sufficient service and delivery of notice of this Priority Claims and Cure Amounts Procedure Order, the Priority Claims Bar Date and the Cure Amounts Objection Deadline on all Priority Creditors and Assigned Contract Notice Parties and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Priority Claims and Cure Amounts Procedure Order.

35. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Priority Claim, Notices of Dispute of Priority Claims and Cure Amounts Objection Notices) to be given under this Priority Claims and Cure Amounts Procedure Order by a Priority Creditor or Assumed Contract Notice Party to the Monitor shall be in writing

substantially in the form, if any, provided for in this Priority Claims and Cure Amounts Procedure Order and will be sufficiently given only if given by e-mail addressed to:

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1  
E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)  
with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com)

Any such notice or other communication by a Priority Creditor or Assumed Contract Notice Party shall be deemed received only upon actual receipt if delivered by 5:00 pm (Toronto Time) on a Business Day, and if received after 5:00 pm or other than on a Business Day, then on the following Business Day. All Proofs of Priority Claim, Notices of Dispute of Priority Claims and Cure Amounts Objection Notices delivered by Priority Creditors or Assumed Contract Notice Parties shall provide an e-mail address for such Priority Creditor or Assumed Contract Notice Party and any subsequent notices or other communications sent by the Applicants or the Monitor to such Priority Creditor or Assumed Contract Notice Party pursuant to this Priority Claims and Cure Amounts Procedure Order may be sent by e-mail to such address.

36. **THIS COURT ORDERS** that in the event that this Priority Claims and Cure Amounts Procedure Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website, and such posting shall constitute adequate notice to Priority Creditors and Assumed Contract Notice Parties of such amended Priority Claims and Cure Amounts Procedure Order.

## MISCELLANEOUS

37. **THIS COURT ORDERS** that this Priority Claims and Cure Amounts Procedure Order does not and is not intended to provide for a distribution to Priority Creditors or Assumed Contract Notice Parties but solely for providing a process for submitting and adjudicating Priority Claims and Cure Amounts.

38. **THIS COURT ORDERS** that the Applicants may set off (whether by way of legal, equitable or contractual set-off) against the Priority Claims of any Priority Creditor, any claims of any nature whatsoever that the Applicants may have against such Priority Creditor arising prior to the entry of this Priority Claims and Cure Amounts Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law. If there is any dispute between the Applicants and the applicable Priority Creditor, however, neither the failure to assert set-off nor the allowance of any Priority Claim hereunder shall constitute a waiver or release by the Applicants of any such claim that the Applicants may have against such Priority Creditor.

39. **THIS COURT ORDERS** that the Applicants, the Stalking Horse Bidder, and the Monitor may from time to time apply for such further or other advice and directions or relief as may be necessary or desirable to give effect to this Order.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory body or administrative body having jurisdiction in Canada or in the United States (including, for greater certainty, the United States Bankruptcy Court for the Southern District of New York (the “**Foreign Bankruptcy Court**”) pursuant to Chapter 15 of the United States Bankruptcy Code), to give effect to this Order and to assist the Applicants, the CRO, the Monitor, the Stalking Horse Bidder and their respective agents in carrying out the terms of this Order. All courts (including, for greater certainty, the Foreign Bankruptcy Court), tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants, the CRO, the Stalking Horse Bidder 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 CRO in any foreign proceeding, or to assist the CRO, the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



41. **THIS COURT ORDERS** that each of the CRO, the Applicants, the Stalking Horse Bidder and the Monitor be at liberty and is hereby authorized and empowered to apply to any court (including, for greater certainty, the Foreign Bankruptcy 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.

42. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.



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**SCHEDULE "A"**

**NOTICE TO PRIORITY CREDITORS**

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

AND IN THE MATTER OF A PROPOSED PLAN  
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICAN HUB, INC.

**RE: NOTICE OF PRIORITY CLAIMS PROCEDURE**

**PLEASE TAKE NOTICE** that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made June 9, 2025 (the "**Priority Claims and Cure Amounts Procedure Order**") in the proceedings commenced under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA Proceedings**") by Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North American Hub, Inc. (together the "**Applicants**"). The CCAA Proceedings have been recognized as "foreign main proceedings" by the United States Bankruptcy Court for the Southern District of New York pursuant to Chapter 15 of the United States Bankruptcy Code. Defined terms used and not defined herein have the meanings given in the Priority Claims and Cure Amounts Procedure Order.

Alvarez & Marsal Canada Inc., in its capacity as the court-appointed monitor of the Applicants (the "**Monitor**"), is conducting a claims process to call for Priority Claims, including secured claims and claims ranking in priority to the Secured Lender Claims. **Unsecured Claims and Claims that do not have evidence or a basis to be a Priority Claim are not being called for in this Priority Claims Procedure. Such Claims will not be reviewed, considered or addressed in this Priority Claims Procedure.**

**Post-Filing Claims will not be considered or addressed in this Priority Claims Procedure.**

Pursuant to the Priority Claims and Cure Amounts Procedure Order, Negative Notice Priority Claims Packages will be sent to all Negative Notice Priority Claimants, which Negative Notice Priority Claims Packages will contain a Statement of Negative Notice Priority Claim that specifies each Negative Notice Priority Claimant's Negative Notice Priority Claim as valued by the Applicants, in consultation with the Monitor, based on the books and records of the Applicants.

The Monitor will also send or cause to be sent a Priority Claims Package (that will include the form of Proof of Priority Claim) to: (i) each Person that appears on the Service List, (ii) each Person that has claimed to be a Priority Creditor and requested a Priority Claims Package prior to such date; and (iii) any Person known to the Applicants or the Monitor as having a potential Priority Claim based on the books and records of the Applicants and any registrations under the *Personal Property Security Act* (Ontario), the Uniform Commercial Code or similar legislation not captured in any Statement of Negative Notice Priority Claim.

Priority Creditors may also obtain the Priority Claims and Cure Amounts Procedure Order and a Priority Claims Package from the Monitor's website at <https://www.alvarezandmarsal.com/LiCycle> or by contacting the Monitor by telephone at 1-844-864-9548 or by e-mail at [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com).

**Completed documents must sent by e-mail and be received by the Monitor by 5:00 p.m. (Toronto time) on June 24, 2025 (the "Priority Claims Bar Date"). It is your responsibility to complete the appropriate documents and ensure that the Monitor receives your completed documents by the Priority Claims Bar Date.**

**Subject to the exclusions in the Priority Claims and Cure Amounts Procedure Order, PRIORITY CLAIMS NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.**

**If you have received a Statement of Negative Notice Priority Claim, your Priority Claim will be deemed to be accepted at the amount specified therein, and you do not need to take any further steps with respect to such Priority Claim unless you disagree with the amount specified therein.** If you wish to dispute your Priority Claim as specified in your Statement of Negative Notice Priority Claim, you must file a Notice of Dispute of Priority Claim with the Monitor on or before the Priority Claims Bar Date.

**It is your responsibility to ensure that the Monitor receives your Notice of Dispute of Priority Claim by the Priority Claims Bar Date if you wish to dispute the Priority Claim as listed in your Statement of Negative Notice Priority Claim.**

**The Monitor can be contacted at the following address to request a Priority Claims Package or for any other notices or enquiries with respect to the Claims Procedure:**

Alvarez & Marsal Canada Inc., in its capacity as Monitor of Li-Cycle Holdings Corp.  
200 Bay St., Suite 3501  
Royal Bank Plaza, South Tower  
Toronto, Ontario M5J 2J1  
E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

DATED at Toronto this . day of \_\_\_\_\_, 2025.

## SCHEDULE "B"

### STATEMENT OF NEGATIVE NOTICE PRIORITY CLAIM

[Date]

[VIA EMAIL]

[ADDRESS]

**Re: In the matter of Li-Cycle Holdings Corp. et al. (Court File No. CV-25-00743053-00CL) – Negative Notice Priority Claims**

**Amount of Negative Notice Priority Claim against [the applicable Applicants] has been assessed in the amount of USD \$●.**

On May 14, 2024, Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc. (collectively, the "**Applicants**") commenced proceedings (the "**CCAA Proceedings**") under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") pursuant to an order (as amended and restated, the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed as monitor of the Applicants (in such capacity, the "**Monitor**").

On May 23, 2024, the CCAA Proceedings were recognized as "foreign main proceedings" by the United States Bankruptcy Court for the Southern District of New York (the "**Chapter 15 Proceedings**") pursuant to Chapter 15 of the United States Bankruptcy Code (the "**US Recognition Order**").

A copy of the Initial Order, the US Recognition Order and other information relating to the CCAA Proceedings and the Chapter 15 Proceedings has been posted to <https://www.alvarezandmarsal.com/LiCycle> (the "**Monitor's Website**").

The purpose of this Statement of Negative Notice Priority Claim is to inform you about your claim in the priority claims procedure approved by the Court on June 9, 2025 (the "**Priority Claims Procedure**"). The Priority Claims Procedure governs the process for the identification and quantification of certain Priority Claims against the Applicants in the CCAA Proceedings. All terms used but not defined in this Statement of Negative Notice Priority Claim shall have the meanings ascribed thereto in the Priority Claims and Cure Amounts Procedure Order of the Court dated June 9, 2025 (the "**Priority Claims and Cure Amounts Procedure Order**"). In the event of any inconsistency between the terms of this Statement of Negative Notice Claim and the terms of the Priority Claims and Cure Amounts Procedure Order, the terms of the Priority Claims and Cure Amounts Procedure Order will govern.

#### **Priority Claims Procedure:**

Under the Priority Claims and Cure Amounts Procedure Order, the Monitor is required to send a notice prepared by the Applicants, in consultation with the Monitor and the Stalking Horse Bidder, to each Negative Notice Priority Claimant outlining the quantum of their Negative Notice Priority Claim that the Applicants, in consultation with the Monitor and the Stalking Horse Bidder, are prepared to allow in the Priority Claims Procedure ("**Statement of Negative Notice Priority Claim**").

This Statement of Negative Notice Priority Claim contains the full amount of your Negative Notice Priority Claim against the applicable Applicants that the Applicants, in consultation with the Monitor and

the Stalking Horse Bidder, will allow as an accepted Priority Claim in the Priority Claims Procedure, which Negative Notice Priority Claim has been valued based on the books and records of the Applicants and any negotiations that the Applicants and/or the Monitor have had with you regarding the amounts owed by the applicable Applicants to you.

**Your total Priority Claim has been assessed by the Applicants, in consultation with the Monitor and the Stalking Horse Bidder, in the amount of USD \$● against [the applicable Applicant(s)]. [Your Priority Claim is subsumed in and duplicative of the Priority Claim of ● which is the subject of a separate Statement of Negative Notice Priority Claim]**

**If you agree with the Applicants' assessment of the amount and status of your Priority Claim you need not take any further action.**

**IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.**

**Disagreement with Assessment:**

If you disagree with the assessment of your Negative Notice Priority Claim set out in this Statement of Negative Notice Priority Claim, you must complete and return to the Monitor a completed Notice of Dispute of Priority Claim asserting a Priority Claim in a different amount supported by appropriate documentation. A blank Notice of Dispute of Priority Claim form is enclosed. The Notice of Dispute of Priority Claim with supporting documentation disputing the within assessment of your Priority Claim **must be received by the Monitor no later than 5:00 p.m. (Toronto time) on June 24, 2025 (the "Priority Claims Bar Date")**.

If no such Notice of Dispute of Priority Claim is received by the Monitor by the applicable Priority Claims Bar Date, the amount and status of your Priority Claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Statement of Negative Notice Priority Claim.

Notices of Dispute of Claim must be delivered to the Monitor **by e-mail** (in PDF format) to:

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com)

In accordance with the Priority Claims and Cure Amounts Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

**Important Deadlines:**

If you do not file a Notice of Dispute of Priority Claim by the Priority Claims Bar Date, you will have no further right to dispute your Priority Claim, which shall be allowed in the amount and status set out herein, and you will be barred from filing any such dispute in the future.

This Statement of Negative Notice Priority Claim does not affect any Priority Claim other than the Negative Notice Priority Claim referred to herein. This Statement of Negative Notice Priority Claim should include all Priority Claims that you may have in accordance with the books and records of the Applicants, unless expressly stated otherwise. If you believe this Statement of Negative Notice Priority Claim does not contain the entirety of your Negative Notice Priority Claim, you must include your whole Priority Claim in the Notice of Dispute of Priority Claim.

If you believe you may have any Priority Claims against any of the Applicants that are not captured in whole or in part by this Statement of Negative Notice Priority Claim, then you must submit a Proof of Priority Claim in respect of such Priority Claims by the Priority Claims Bar Date. A copy of the Proof of Priority Claim form may be found at the Monitor's Website. **Priority Claims against the Applicants (that are not Negative Notice Priority Claims) which are not received by the Priority Claims Bar Date will be barred and extinguished forever.**

**More Information:**

If you have questions regarding the foregoing, you may contact the Monitor by telephone at 1-844-864-9548 or by e-mail at [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com).

## SCHEDULE "C"

### INSTRUCTION LETTER FOR THE PRIORITY CLAIMS PROCEDURE

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

AND IN THE MATTER OF A PROPOSED PLAN  
OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO  
LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICAN HUB, INC.

#### A. PRIORITY CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) made June 9, 2025 (the "**Priority Claims and Cure Amounts Procedure Order**") in the proceedings commenced by Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc., Li-Cycle North American Hub, Inc. (together the "**Applicants**", and such proceedings, the "**CCAA Proceedings**"), Alvarez and Marsal Canada Inc., in its capacity as the court-appointed monitor (the "**Monitor**") of the Applicants, has been authorized to conduct a priority claims procedure (the "**Priority Claims Procedure**") for the determination of certain Priority Claims against the Applicants. The CCAA Proceedings have been recognized as "foreign main proceedings" by the United States Bankruptcy Court for the Southern District of New York pursuant to Chapter 15 of the United States Bankruptcy Code.

This letter provides instructions for understanding and completing a Proof of Priority Claim. Please note that capitalized terms that are not defined in this Instruction Letter shall have the meanings ascribed to them in the Priority Claims and Cure Amounts Procedure Order.

If you have received a Statement of Negative Notice Priority Claim, your Priority Claim will be deemed to be accepted at the amount specified therein, and you do not need to take any further steps with respect to such Priority Claim unless you disagree with the amount specified therein. **A Proof of Priority Claim package is intended only to be used by Priority Creditors who wish to assert a Priority Claim that is not captured in a Statement of Negative Notice Priority Claim.**

**Please note that this Priority Claims Procedure is only in respect of Priority Claims pertaining to the Applicants.**

- **Any unsecured Claims or Claims that otherwise do not have evidence and/or a basis to rank ahead of the Secured Lender Claims are not being called for in this Priority Claims Procedure. Such Claims will not be reviewed, considered or addressed in this Priority Claims Procedure.**
- **Post-Filing Claims will not be considered or addressed in this Priority Claims Procedure.**

The Priority Claims Procedure is intended for any Person with a Priority Claim, including secured claims (unless specifically excluded in the Priority Claims and Cure Amounts Procedure Order) and claims ranking in priority to the Secured Lender Claims. Secured Lender Claims means all indebtedness, liabilities and obligations owing by the Applicants pursuant to: (i) an amended and restated senior secured convertible note issued to the Stalking Horse Bidder by Li-Cycle Holdings Corp. on March 25, 2024 and amended and restated on January 31, 2025 in the original principal amount of \$81,573,643.75 as of January 31, 2025, and guaranteed by Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc., among others; and (ii) an amended and restated convertible note issued to

Glencore Ltd. by Li-Cycle Holdings Corp. on May 5, 2022 (which was subsequently assigned to the Stalking Horse Bidder) as subsequently amended and restated on March 25, 2024 and January 31, 2025 in the original principal amount of \$124,059,131.32 as of January 31, 2025, and guaranteed by Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc., among others.

Please review the Priority Claims and Cure Amounts Procedure Order on the Monitor's Website (<https://www.alvarezandmarsal.com/LiCycle>) for the complete procedure and relevant definitions.

If you have any questions regarding the Priority Claims Procedure, please consult the Monitor's Website or contact the Monitor at the address provided below.

All notices and enquiries with respect to the Priority Claims Procedure should be sent **by e-mail** addressed to:

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcavaruso@osler.com](mailto:mcavaruso@osler.com)

## **B. FOR PRIORITY CREDITORS SUBMITTING A PROOF OF PRIORITY CLAIM**

If you believe that you have a Priority Claim (other than a Priority Claim set out in a Statement of Negative Notice Priority Claim), you must complete and submit a Proof of Priority Claim along with any supporting documentation as described in Section E and F of the Proof of Priority Claim.

**Your Proof(s) of Priority Claim must be sent by e-mail and received by 5:00 p.m. (Toronto time) on June 24, 2025, the Claims Bar Date, failing which such Priority Claim will be barred and extinguished, released and discharged forever.**

Additional Proof of Priority Claim forms and other information, including the Priority Claims and Cure Amounts Procedure Order, can be obtained from the Monitor's Website at <https://www.alvarezandmarsal.com/LiCycle>, or by contacting the Monitor at the telephone number or e-mail address indicated above and providing particulars as to your name, address and contact information.

**It is your responsibility to ensure that the Monitor receives your Proof of Priority Claim by the Claims Bar Date in respect of Priority Claims.**



**SCHEDULE “D”**

**PROOF OF PRIORITY CLAIM, PURSUANT TO THE PRIORITY CLAIMS AND CURE  
AMOUNTS PROCEDURE ORDER MADE JUNE 9, 2025, AGAINST:**

**LI-CYCLE HOLDINGS CORP., LI-CYCLE CORP., LI-CYCLE AMERICAS CORP.,  
LI-CYCLE U.S. INC., LI-CYCLE INC. AND LI-CYCLE NORTH AMERICAN HUB, INC.**

(collectively, the “**Applicants**”)

If you have received a Statement of Negative Notice Priority Claim, your Priority Claim will be deemed to be accepted at the amount specified therein, and you do not need to take any further steps with respect to such Priority Claim unless you disagree with the amount specified therein. **This Proof of Priority Claim is intended only to be used by Priority Creditors who wish to assert a Priority Claim that is not captured in a Statement of Negative Notice Priority Claim.**

**A. PARTICULARS OF CREDITOR:**

1. Full Legal Name of Priority Creditor: \_\_\_\_\_
2. Full Mailing Address of the Priority Creditor (the original Priority Creditor and not the Assignee):  
\_\_\_\_\_  
\_\_\_\_\_
3. Telephone number: \_\_\_\_\_
4. E-mail address: \_\_\_\_\_
5. Attention (Contact Person): \_\_\_\_\_
6. Has the Priority Claim been sold or assigned by the Priority Creditor to another party [check (✓) one]?  
  
Yes: \_\_\_\_\_ No: \_\_\_\_\_
7. Do you expect that the Priority Claim will be reflected in the Proof of Priority Claim filed by another Priority Creditor (such as by a general contractor) [check (✓) one]?  
  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

**B. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 6 IS YES):**

8. Full Legal Name of Assignee(s): \_\_\_\_\_

(If Priority Claim has been assigned, insert full legal name of assignee(s) of Priority Claim (if all or a portion of the Priority Claim has been sold). If there is more than one assignee, please attach a separate sheet with the require information)

9. Full Mailing Address of Assignee(s):

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10. Telephone number of Assignee(s): \_\_\_\_\_

11. E-mail address: \_\_\_\_\_

12. Attention (Contact Person): \_\_\_\_\_

**C. PROOF OF PRIORITY CLAIM:**

I, \_\_\_\_\_  
[name of Priority Creditor or representative of the Priority Creditor],

of \_\_\_\_\_ do hereby certify that:  
[City and Province]

(a) I [check (✓) one]

☐ am the Priority Creditor of \_\_\_\_\_; OR  
[name of applicable Applicant]

☐ am \_\_\_\_\_ (state position or title) of the Priority Creditor;

(b) I have knowledge of all the circumstances connected with the Priority Claim referred to below;

(c) the Priority Creditor has a Priority Claim as follows:

(i) TOTAL PRIORITY CLAIM: USD\$ \_\_\_\_\_

**Note: This should only include Priority Claims. Secured claims that do not have priority over the Secured Lender Claims and unsecured claims will not be considered or addressed in this Priority Claims Procedure and should not be included here.**

(ii) PRIORITY CLAIM IS AGAINST THE FOLLOWING [check (✓) as applicable]

- ☐ Li-Cycle Holdings Corp.;
- ☐ Li-Cycle Corp.;
- ☐ Li-Cycle Americas Corp.;
- ☐ Li-Cycle U.S. Inc.;
- ☐ Li-Cycle Inc.; OR
- ☐ Li-Cycle North America Hub, Inc.

**D. NATURE OF PRIORITY CLAIM:**

(check (✓) appropriate description)

- ☐ Regarding the amount of \$\_\_\_\_\_, I claim a right to a priority.
- ☐ Regarding the amount of \$\_\_\_\_\_, I hold security.

(Set out on an attached sheet details to support priority claim. See Section E below.)

**E. EVIDENCE OF SECURITY**

In order to file your Proof of Priority Claim, evidence of the security or a basis for making a Priority Claim are required. Attach any supporting documents to the Proof of Priority Claim.

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**F. PARTICULARS OF CLAIM:**

Other than as already set out herein the particulars of the undersigned's total Priority Claim are attached.

(Provide all particulars of the Priority Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Priority Claim, name of any guarantor which has guaranteed the Priority Claim, and amount of invoices, description of the security granted by the applicable Applicants to the Priority Creditor and estimated value of such security.)

**This Proof of Priority Claim must be received by the Monitor by no later than 5:00 p.m. (Toronto time) on June 24, 2025 ("Claims Bar Date") by e-mail at the following address:**

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcavaruso@osler.com](mailto:mcavaruso@osler.com)

**G. FILING OF CLAIM:**

**Failure to file your Proof of Priority Claim as directed by the Claims Bar Date will result in your Priority Claim being barred and in you being prevented from asserting or enforcing such Priority Claim against the Applicants.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Signature of Priority Creditor

**SCHEDULE “E”**

**NOTICE OF REVISION OR DISALLOWANCE OF PRIORITY CLAIM**  
**REFERENCE NUMBER \_\_\_\_\_**

Please read carefully the Instruction Letter accompanying this Notice.

TO: **[insert name of priority creditor]**

Alvarez and Marsal Canada Inc., in its capacity as the court-appointed monitor (in such capacity, the “**Monitor**”) of Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North American Hub, Inc. (together the “**Applicants**”) as appointed by the Initial Order under the *Companies’ Creditors Arrangement Act* (Canada) made by the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) on May 14, 2025, as amended from time to time, hereby gives you notice that the Monitor has reviewed your Proof of Priority Claim and has revised or rejected your Priority Claim or any part thereof or any information relating thereto, as follows:

The Proof of Priority Claim as Submitted (if applicable)	The Priority Claim/Information as Accepted

**Reasons for Revision or Disallowance:**

[insert explanation]

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. **If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) the date that is seven (7) Calendar Days after the date the Monitor sent you the Notice of Revision or Disallowance, notify the Monitor by delivery of a Notice of Dispute of Priority Claim by e-mail in accordance with the accompanying Instruction Letter. The form of Notice of Dispute of Priority Claim is enclosed.**
2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE OF PRIORITY CLAIM WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR PRIORITY CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

**DATED** at Toronto, this \_\_\_\_\_, day of \_\_\_\_\_, 2025.

**ALVAREZ AND MARSAL CANADA INC., IN ITS CAPACITY AS THE COURT-APPOINTED MONITOR OF THE APPLICANTS AND IN NO OTHER CAPACITY**

**SCHEDULE "F"**

**NOTICE OF DISPUTE OF PRIORITY CLAIM**

We hereby give you notice of our intention to dispute [check (✓) one]:

☐ the Notice of Revision or Disallowance dated \_\_\_\_\_ issued  
in respect of our Priority Claim; or

☐ the Statement of Negative Notice Priority Claim dated  
\_\_\_\_\_ issued in respect of our Priority Claim;

**Reasons for Dispute** (attach extra sheets and copies of all supporting documentation if necessary):

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Name of Priority Creditor: \_\_\_\_\_

\_\_\_\_\_

(Signature of individual completing this Dispute)

Date

\_\_\_\_\_

(Please print name)

Telephone Number:

E-mail address:

Full Mailing Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IN THE EVENT THAT YOU ARE DISPUTING A STATEMENT OF NEGATIVE  
NOTICE PRIORITY CLAIM, THIS FORM MUST BE RETURNED TO THE MONITOR  
SUCH THAT IT IS RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON  
JUNE 24, 2025.**

**IN THE EVENT THAT YOU ARE DISPUTING A NOTICE OF REVISION OR  
DISALLOWANCE, THIS FORM MUST BE RETURNED TO THE MONITOR SUCH  
THAT IT IS RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON THE**

**DATE THAT IS SEVEN (7) CALENDAR DAYS AFTER THE DATE THE MONITOR  
SENT YOU THE NOTICE OF REVISION OR DISALLOWANCE.**

**THIS FORM MUST BE RETURNED BY E-MAIL TO:**

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com)

**SCHEDULE “G”**

**CURE AMOUNTS OBJECTION NOTICE**

We hereby give you notice of our intention to dispute the Cure Amounts set forth in the Cure Amounts Notice dated \_\_\_\_\_ issued in respect of our Assumed Contract(s).

We assert that the Cure Amounts with respect to the Assumed Contract(s) set forth in the Cure Amounts Notice are:

\_\_\_\_\_  
\_\_\_\_\_

**Reasons for Dispute** (attach extra sheets and copies of all supporting documentation if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Assumed Contract Notice Party: \_\_\_\_\_

\_\_\_\_\_

(Signature of individual completing this Dispute)

Date

\_\_\_\_\_

(Please print name)

Telephone Number:

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

Full Mailing Address:

\_\_\_\_\_

\_\_\_\_\_



**THIS FORM MUST BE RETURNED TO THE MONITOR SUCH THAT IT IS  
RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON JUNE 24, 2025.**

**THIS FORM MUST BE RETURNED TO:**

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO LI-CYCLE HOLDINGS CORP. ET AL.

Court File No. CV-25-00743053-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding Commenced at Toronto

**PRIORITY CLAIMS AND CURE  
AMOUNTS PROCEDURE ORDER**

**McCarthy Tétrault LLP**

Suite 5300, TD Bank Tower  
66 Wellington Street West  
Toronto, ON M5K 1E6

**Heather Meredith** LSO#: 48354R

Tel: 416-601-8342

E-mail: [hmeredith@mccarthy.ca](mailto:hmeredith@mccarthy.ca)

**Trevor Courtis** LSO#: 67715A

Tel: 416-601-7643

E-mail: [tcourtis@mccarthy.ca](mailto:tcourtis@mccarthy.ca)

**Sanea Tanvir** LSO#: 77838T

Tel : 416-601-8181

E-mail: [stanvir@mccarthy.ca](mailto:stanvir@mccarthy.ca)

**Meena Alnajar** LSO#: 89626N

Tel: 416-601-8116

E-mail: [malnajar@mccarthy.ca](mailto:malnajar@mccarthy.ca)

Lawyers for the Applicants

**Exhibit 4**

**Cure Amounts Notice**

**To: The Assumed Contract Notice Parties listed on Appendix “A” hereto**

**Re: In the matter of Li-Cycle Holdings Corp. et al. (Court File No. CV-25-00743053-00CL) – Confirmation of Cure Amounts and Notice of Objection Deadline**

This letter is providing notice of the Cure Amounts in relation to certain Assumed Contracts that you are a party to and advising you of the objection deadline in respect of those Cure Amounts.

***Background***

On May 14, 2025, Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc. (collectively, the “**Applicants**”) commenced proceedings (the “**CCAA Proceedings**”) pursuant to an initial order (as amended and restated on May 22, 2025, and as further amended and/or amended and restated from time to time, the “**Initial Order**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). Pursuant to the Initial Order, Alvarez & Marsal Canada Inc. was appointed as the Court-appointed monitor in the CCAA Proceedings (in such capacity, the “**Monitor**”).

On May 22, 2025, the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) granted an Order, among other things, (i) approving the sale and investment solicitation process (the “**SISP**”), and authorizing the implementation of the SISP, and (ii) approving the Equity and Asset Purchase Agreement among all of the Applicants except Li-Cycle Inc., as seller (the “**Seller**”), and Glencore Canada Corporation, as Buyer (the “**Stalking Horse Bidder**”) (as amended on May 22, 2025, and as may be further amended from time to time, the “**Stalking Horse Agreement**”) for the purposes of acting as the stalking horse bid in the SISP.

On May 23, 2025, the United States Bankruptcy Court for the Southern District of New York (the “**Chapter 15 Court**”) entered Orders, on a final basis, recognizing the CCAA Proceedings as “foreign main proceedings” and giving full force and effect to the CCAA Proceedings, the Initial Order and the SISP.

***Assignment and Assumption of Assumed Contracts***

The completion of any transaction (a “**Transaction**”) pursuant to the SISP shall be subject to, and conditional on, among other things: (i) the approval of the CCAA Court which will be sought at a hearing on July 7, 2025 at 12:00 p.m.; (ii) the approval and/or recognition of the Chapter 15 Court; and (iii) the Transaction being completed on or before July 18, 2025 (or such later date as may be agreed to as provided in the SISP).

In connection with the closing of the Transaction, the Applicants may assign the Assumed Contracts to the successful bidder in the SISP and/or one or more of its designees (the “**Buyer**”), which may be the Stalking Horse Bidder and/or one or more of its designees (the “**Assignment**”). Following the closing of the Transaction, if the Buyer elects to proceed with the Assignment, the Buyer will: (i) assume, and be required to pay, perform and discharge, the Applicants’ obligations under the Assumed Contracts arising from facts, circumstances or events first occurring after the closing date; and (ii) pay, on or promptly after closing, all monetary defaults of any Seller as of closing under the Assumed Contracts (the “**Cure Amounts**”). For greater certainty, the Buyer may elect to treat any Assumed Contract, including the Assumed Contract(s) to which you are a party,

as an Excluded Contract under the Stalking Horse Agreement or other agreement, as applicable, in which case such Assumed Contract will not be assigned to the Buyer and Cure Amounts will not be paid by the Buyer.

***Cure Amounts and Objection Deadline***

**You are receiving this notice because you have been identified as a counterparty to an Assumed Contract for which there are Cure Amounts listed in Appendix “A” hereto.** The Cure Amounts were determined based on the Applicants’ books and records and relate entirely to the period *prior* to May 14, 2025 (the date on which the Applicants commenced the CCAA Proceedings). The Cure Amounts listed in Appendix “A” are inclusive of (and not in addition to) any Priority Claims related to the applicable Assumed Contract listed in a Statement of Negative Notice Priority Claim or otherwise determined pursuant to the Priority Claims and Cure Amounts Procedure Order.

The Applicants have scheduled a hearing before the CCAA Court on June 9, 2025 at 10:00 a.m. at which time they will seek an order approving a process for finally determining the Cure Amounts owing under the Assumed Contracts (the “**Priority Claims and Cure Amounts Procedure Order**”). If the Priority Claims and Cure Amounts Procedure Order is not granted by the CCAA Court for any reason, this letter will terminate and be null and void and of no effect. All capitalized terms used and not defined herein have the meanings given to them in the Priority Claims and Cure Amounts Procedure Order.

If the Priority Claims and Cure Amounts Procedure Order is granted, and should you wish to dispute the Cure Amounts specified in Appendix “A”, you must notify the Monitor by delivery of a notice of dispute in the form enclosed (a “**Cure Amounts Objection Notice**”) with the particulars of the amount claimed under the Assumed Contract so that the Cure Amounts Objection Notice is received by the Monitor by **no later than 5:00 p.m. (Toronto time) on June 24, 2025** (the “**Objection Deadline**”). If no notice of dispute is received by such time and the Transaction closes and your agreement is an Assumed Contract at the time of closing: (i) you will be paid the Cure Amounts specified in Appendix “A”; and (ii) pursuant to the Priority Claims and Cure Amounts Procedure Order, **you will be forever and irrevocably barred from claiming Cure Amounts in excess of the amount specified in Appendix “A”.**

You may direct any questions regarding this request to the Monitor at [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com) or 1-844-864-9548. Copies of court orders and all other court materials filed in the CCAA Proceedings can be found on the Monitor's website: <https://www.alvarezandmarsal.com/LiCycle>.

Sincerely,

Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc.

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
1150 Lee Road LLC	Industrial Sewer Easement Agreement	\$0.00
1550780 Ontario Inc; Response I.T.	Unilateral Non-Disclosure Agreement	\$0.00
1946246 Ontario Inc; Keylingo Translations	Mutual Confidentiality Agreement	\$0.00
24M Technologies Inc; Freyr Battery Norway AS	Confidentiality Agreement	\$0.00
360 Solutions LLC	Mutual Non-Disclosure Agreement	\$0.00
3C Environmental Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
6K Inc	Mutual Non-Disclosure Agreement	\$0.00
8225630 Canada Inc; RSI Industrial Supply Co	Unilateral Non-Disclosure Agreement	\$0.00
911 Metallurgy Corp	Mutual Non-Disclosure Agreement	\$0.00
Abington Reldan Metals LLC; Reldan	Mutual Non-Disclosure Agreement	\$0.00
Abraservice LLC	Mutual Non-Disclosure Agreement	\$0.00
ACI Controls Inc	Unilateral Non-Disclosure Agreement	\$0.00
Acudom SRL	Mutual Nondisclosure Agreement	\$0.00
Acuren Inc	Unilateral Non-Disclosure Agreement	\$0.00
Adams and Wendt Inc	Unilateral Non-Disclosure Agreement	\$0.00
Adecco Employment Services Limited	Unilateral Non-Disclosure Agreement	\$0.00
Administered via the Department of Energy (DOE)	Environmental Assessment (EA) / Finding of no Significant Impact (FONSI).	\$0.00
Advance Tank & Construction LLC	Purchase Order No. PO003728 dated May 2, 2022, between HubCo and Advance Tank & Construction LLC	\$500,465.19
Advanced Chemical Transport Inc; ACTenviro	Mutual Non-Disclosure Agreement	\$0.00
Advanced United Refining Inc	Unilateral Non-Disclosure Agreement	\$0.00
AES Es Gilbert LLC	Mutual Non-Disclosure Agreement	\$0.00
AESC Smyrna LLC	Exclusive Battery Purchase Agreement	\$0.00
Aevitas	Battery Supply Agreement	\$0.00
Aevitas Inc	Mutual Non-Disclosure Agreement	\$0.00
AG5 BV	Mutual Non-Disclosure Agreement	\$0.00
Aqostino Media Group	Unilateral Non-Disclosure Agreement	\$0.00
Aim Recycling Phoenix LLC	Mutual Non-Disclosure Agreement	\$0.00
AIP LLC	Re: Confidentiality Agreement	\$0.00
Aip-Ecs Holdings LLC; ECS; Heil; KCH	Nondisclosure Agreement	\$0.00
Aird & Berlis LLP; Agence France-Presse	Settlement And Release Agreement	\$0.00
Alfa Laval Inc	Mutual Confidentiality Agreement	\$0.00
Alfred H Knight North America Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Alison Asia Pacific Limited	Confidentiality Agreement	\$0.00
Alixpartners LLP; Freshfields Bruckhaus Deringer Us LLP	Re: Agreement For Consulting Services	\$257,252.68
All Plastics And Fiberglass, Inc.	Purchase Order No. PO004571 dated June 28, 2022, as amended, between HubCo and All Plastics And Fiberglass, Inc.	\$169,608.98
All Win Industries Inc	Mutual Non-Disclosure Agreement	\$0.00
Allegro Engineering GmbH	Unilateral Non-Disclosure Agreement	\$0.00
Alliant Consulting, Inc.	Consulting Services Agreement dated March 10, 2023, between HubCo and Alliant Consulting, Inc.	\$45,298.80
Almac Conveyor Co Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Almon Inc	Unilateral Non-Disclosure Agreement	\$0.00
Alpha EV LLC	Mutual Non-Disclosure Agreement	\$0.00
Alphaess Malaysia SDN BHD	Mutual Non-Disclosure Agreement	\$0.00
Alpine Power Systems Inc	Mutual Non-Disclosure Agreement	\$0.00
Alpine Power Systems, Inc.	Master Battery Purchase and Services Agreement dated December 29, 2022 between Alpine Power Systems, Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around May 2023	\$0.00
ALS Group USA Corp	Quote	\$0.00
ALS Group USA Corp	Proposal/Quote	\$0.00
Alta Companies Ltd	Mutual Non-Disclosure Agreement	\$0.00
Alterra Energy LLC	Mutual Non-Disclosure Agreement	\$0.00
Amazon Web Services Canada Inc	Amendment To Aws Professional Services Statement Of Work	\$6,679.46
Amazon.com Inc	Mutual Nondisclosure Agreement	\$0.00
American Battery Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
American Battery Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
American Battery Solutions, Inc.	Master Battery Purchase and Services Agreement dated of June 7, 2022 between American Battery Solutions, Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around April 2023	\$0.00
American Battery Technology Company	Confidentiality Agreement	\$0.00
American Battery Technology Company	Confidentiality And Non-Disclosure Agreement	\$0.00
American Honda Motor Co Inc	North America Mutual Confidentiality Agreement	\$0.00
American Honda Motor Co Inc	Assignment Consent Form	\$0.00
Americase LLC	Unilateral Non-Disclosure Agreement	\$0.00
Ameridia Innovative Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Amp Group LLC	Mutual Non-Disclosure Agreement	\$0.00
Amp Group LLC	Mutual Non-Disclosure Agreement	\$0.00
Amp Industries Inc.	Purchase Order No. PO005852 dated September 29, 2022, between HubCo and Amp Industries Inc.	\$308,530.54
Ampaire Inc	Mutual Non-Disclosure Agreement	\$0.00
Andrew Clover	Confidentiality Agreement	\$0.00
Api Group Life Safety USA LLC; Western States Fire Protection Company	Mutual Non-Disclosure Agreement	\$0.00
Apolis	Confidentiality Agreement	\$0.00
Apollo Steel Corp.	Subcontractor to UDN, Inc.	\$0.00
Apple Inc.	Apple Confidentiality Agreement	\$0.00
Applied Modern System Integration Inc.	Purchase Order No. PO005627 dated September 7, 2022, between HubCo and Applied Modern System Integration Inc.	\$512,200.55
Aprojects USA LLC	Mutual Non-Disclosure Agreement	\$0.00
Apttus Corporation; Conga	Mutual Non-Disclosure Agreement	\$0.00
Aquatech International LLC	Mutual Confidentiality Agreement	\$0.00
Aquera Inc	Confidentiality Agreement	\$0.00
Arcbest li Inc	Unilateral Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Arcelormittal Dofasco GP	Mutual Confidentiality Agreement	\$0.00
Arcimoto Inc	Mutual Non-Disclosure Agreement	\$0.00
Ares Project Management LLC	Software Evaluation Request / Agreement	\$0.00
Ares Project Management LLC	End User License Agreement	\$0.00
ARI Logistics LLC	Mutual Non-Disclosure Agreement	\$0.00
Arizona Public Service Company	Mutual Non-Disclosure Agreement	\$0.00
Arlington Partners International Inc	Mutual Non-Disclosure Agreement	\$0.00
Arrival Automotive USA Inc	Non-Disclosure Agreement	\$0.00
Arsuan LLC; ForeOptics	Unilateral Non-Disclosure Agreement	\$11,180.10
Arsuan LLC; ForeOptics	Statement Of Work No. 1	\$0.00
As One Consulting LLC	Mutual Non-Disclosure Agreement	\$0.00
As One Consulting LLC	Sow No. 3	\$0.00
As One Consulting LLC	SOW NO. 1	\$0.00
As One Consulting LLC	Amendment To Sow No. 1	\$0.00
As One Consulting LLC	Sow No. 2	\$0.00
As One Consulting LLC	SOW NO. 4	\$18,947.82
Ascend Elements Inc	Re: Confidentiality Agreement	\$0.00
Ascend Elements Inc	Re: Mutual Confidentiality Agreement	\$0.00
Astra Space Inc	Mutual Nondisclosure Agreement	\$0.00
Astra Space Operations Inc	Mutual Non-Disclosure Agreement	\$0.00
Atalaya Capital Management LP	Re: Confidentiality Agreement	\$0.00
Atara Equipment Ltd	Mutual Non-Disclosure Agreement	\$0.00
Atlas Copco Compressors LLC	Unilateral Non-Disclosure Agreement	\$0.00
Atria Limited; Pella Resources Limited	Letter Agreement	\$0.00
Audi Canada Inc.	Battery Supply Agreement	\$0.00
Audi Canada Inc; Volkswagen Group Canada Inc	Non-Disclosure And Data Usage Agreement	\$0.00
Auditboard Inc		\$0.00
Ausenco Engineering Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Avenue Capital Management II LP; Avenue Capital Management II Genpar LLC	Non Disclosure Agreement	\$0.00
Avi Foodsystems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Axilz Inc	Unilateral Non-Disclosure Agreement	\$0.00
B Riley Securities Inc	Confidentiality Agreement	\$0.00
B Riley Securities Inc; Glencore Canada Corporation	Letter Agreement (The "Agreement")	\$0.00
Badger Infrastructure Solutions (Usa) Inc	Unilateral Non-Disclosure Agreement	\$0.00
Bansus International Recovery de Mexico S de RL de CV	Mutual Non-Disclosure Agreement	\$0.00
Barclay Damon LLP	Engagement Letter	\$98,262.90
Barclay Damon LLP	Engagement Letter	\$400,587.82
Barclay Damon LLP; Ridgeway Properties I LLC; Conductor Property Management LLC	Storm Water Easement Agreement	\$0.00
Barclay Damon LLP; Ridgeway Properties I LLC; Conductor Property Management LLC	Sanitary Sewer Easement Agreement	\$0.00
Barclay Damon LLP; Ridgeway Properties I LLC; Conductor Property Management LLC	Water Service Easement Agreement	\$0.00
Barnhart Crane And Rigging Co	Unilateral Non-Disclosure Agreement	\$0.00
Battery Solutions LLC; Battery Solution Holdings LLC	Reciprocal Confidentiality And Nondisclosure Agreement	\$0.00
Bayerische Motoren Werke Aktiengesellschaft; BMW AG	Confidentiality Agreement	\$0.00
BBB Industries LLC	Mutual Non-Disclosure Agreement	\$0.00
BBI Logistics LLC	Unilateral Non-Disclosure Agreement	\$0.00
BBP Sales LLC	Unilateral Non-Disclosure Agreement	\$0.00
BDO Canada LLP	Master Services Agreement	\$0.00
BDO USA PC	Re: Retention As Consultant In Support Of Winston & Strawn Llp	\$0.00
Beam Global	Battery Supply Agreement	\$0.00
Beamex Inc	Mutual Non-Disclosure Agreement	\$0.00
Beamex Inc.	Purchase Order No. PO011874 dated August 2, 2023, between HubCo and Beamex Inc.	\$39,091.28
Bedrock-Service USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Beijing Ronbay New Energy Technology Co Ltd	Confidentiality Agreement	\$0.00
Bella-Terra Recycled Earth Products Corporation	Confidential Non-Binding Letter Of Intent	\$0.00
Benospace Inc	Mutual Non-Disclosure Agreement	\$0.00
Bergmann Associates, Architects, Engineers, Landscape Architects, & Surveyors, D.P.C.	Agreement for Professional Services dated June 6, 2022, between HubCo and Bergmann Associates, Architects, Engineers, Landscape Architects. & Survivors. D.P.C.	\$104,587.26
Berkeley Research Group LLC	Confidentiality Agreement	\$0.00
Beyondtrust Corporation	Mutual Non-Disclosure Agreement	\$0.00
Bionomic Industries	Nondisclosure Agreement	\$0.00
Bird Rides Inc	Mutual Non-Disclosure Agreement	\$0.00
Bison Engineering Inc	Confidentiality Agreement	\$0.00
Bisson Innovations Inc	Unilateral Non-Disclosure Agreement	\$0.00
Blackforest Solutions GmbH	Unilateral Non-Disclosure Agreement	\$0.00
Blackrock Inc; Blackrock Alternatives Management LLC	Confidentiality Agreement	\$0.00
Blue Oval SK LLC; Ford Motor Company; Glencore Ltd; SK On Co. Ltd.	Confidentiality And Non-Disclosure Agreement	\$0.00
Blue Solutions SAS; Capacitor Sciences Inc; Blue Solutions Canada Inc	Non-Disclosure Agreement	\$0.00
BMW AG	Battery Supply Agreement	\$0.00
BMW Canada Inc	Confidentiality Agreement	\$0.00
BMW Manufacturing Co LLC	Confidentiality And Non-Disclosure Agreement	\$0.00
Boll Filter Corporation	Purchase Order No. PO010302 dated May 30, 2023, between HubCo and Boll Filter Corporation	\$16,292.50
Bollinger Motors LLC	Mutual Non-Disclosure Agreement	\$0.00
Bombardier Recreational Products Inc	Mutual Non-Disclosure Agreement	\$0.00
Bomet Polymer Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Boulter Industrial Contractors Inc	Mutual Non-Disclosure Agreement	\$0.00
Boundless Impact Research & Analytics Inc	Mutual Non-Disclosure Agreement	\$0.00
Boundless Impact Research & Analytics Inc	Sow No. 1	\$0.00
Brenntag Northeast LLC	Unilateral Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Bridge Green Upcycle Corp	Re: Confidentiality Agreement	\$0.00
Bristol Steel Inc.	Purchase Order No. PO013352 dated October 11, 2023, between HubCo and Bristol Steel Inc.	\$0.00
BroadRidge Financial Solutions, Inc	Proxy solicitation services	\$13,216.37
Broccolini Construction Inc; The Corporation Of The City Of Kingston; Broccolini Construction (Ontario) Inc.	Re : Confirmation Of Confidentiality Of The Purchase Agreement (As Defined Below)	\$0.00
Brookfield Capital Partners LLC	Confidentiality Agreement	\$0.00
Brough Sheet Metal Co Ltd	Unilateral Non-Disclosure Agreement	\$0.00
B-Trnsfrmd Consulting LLC	Mutual Non-Disclosure Agreement	\$0.00
Buller Crichton Environmental Inc	Unilateral Non-Disclosure Agreement	\$0.00
Bunting Magnetics Co	Mutual Non-Disclosure Agreement	\$0.00
BYD America LLC	Non-Disclosure Agreement	\$0.00
BYD Motors LLC	Mutual Nondisclosure Agreement	\$0.00
C T Corporation System	C T Corporation System — Pricing Offer for Services	\$0.00
C&D Technologies Inc; Trojan Battery Company LLC	Mutual Non-Disclosure Agreement	\$0.00
Cable Management LLC	Mutual Non-Disclosure Agreement	\$0.00
CAC Specialty; Cobbs Allen Capital LLC	Li-Cycle Confidentiality Agreement	\$0.00
Cadence Solutions	Change Request Form	\$0.00
Cadence Solutions	Cadence Solutions Change Request	\$0.00
Cadence Solutions Inc	Statement Of Work	\$0.00
Cadence Solutions Li-Cycle Corp	Re: Closure Sign Off - Li-Cycle	\$0.00
Caetanobus Fabricacdo De Carrocarias Sa	Mutual Confidentiality Agreement	\$0.00
Calgon Carbon Corporation	Mutual Non-Disclosure Agreement	\$0.00
Cali Resources Inc	Mutual Non-Disclosure Agreement	\$0.00
California Electronic Asset Recovery	Master Battery Purchase And Services Agreement (USA)	\$0.00
Calkins Technical Products Inc	Unilateral Non-Disclosure Agreement	\$0.00
Call2Recycle Canada Inc	Services Agreement Addendum	\$0.00
Call2Recycle Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Call2Recycle Canada Inc.	Services Agreement, dated June 25, 2021, between Call2Recycle, Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around April 2023	\$0.00
Call2Recycle Inc	Mutual Non-Disclosure Agreement	\$714.96
Call2Recycle Inc	Mutual Non-Disclosure Agreement	\$0.00
Calspan Corporation	Battery Supply Agreement	\$0.00
Cambrian College of Applied Arts	Unilateral Non-Disclosure Agreement	\$0.00
Canada Risheng Plastic Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Canam Environmental Safety Inc	Unilateral Non-Disclosure Agreement	\$0.00
Canary Labs Inc	Mutual Non-Disclosure Agreement	\$0.00
Capacitor Sciences Inc; Blue Solutions Canada Inc; Blue Solutions SAS	Non-Disclosure Agreement	\$0.00
Caravel Law	Employment-related legal advice in Ontario, Canada	\$5,060.57
Care It Services Ltd	Fxloader Cloud Master Saas Agreement	\$0.00
Carmeuse Americas; Carmeuse Lime (Canada) Limited	Mutual Non-Disclosure Agreement	\$0.00
Cascade Asset Management LLC	Mutual Non-Disclosure Agreement	\$0.00
Casella Waste Systems Inc	Mutual Non-Disclosure Agreement	\$0.00
Casey Industrial Inc	Mutual Confidentiality Agreement	\$0.00
Catalytic Innovations LLC	Mutual Non-Disclosure Agreement	\$0.00
CCP Engineering Inc	Unilateral Non-Disclosure Agreement	\$0.00
CCP Engineering Inc	Sow No. 1	\$0.00
CCP Engineering Inc; Prevention And Regulatory Solutions Ltd	Consent To Disclosure	\$0.00
CECO Industrial Solutions Inc.	Purchase Order No. PO010185 dated May 24, 2023, between HubCo and CECO Industrial Solutions Inc.	\$421,755.63
CECO Industrial Solutions Inc.	Purchase Order No. PO010185 dated May 24, 2023, between HubCo and CECO Industrial Solutions Inc.	\$0.00
Central Park Recycling Inc	Unilateral Non-Disclosure Agreement	\$0.00
Cerberus Capital Management LP	Confidentiality Agreement	\$0.00
CERS Lifecycle; 2763028 Ontario Inc	Mutual Non-Disclosure Agreement	\$0.00
Cesur USA LLC	Mutual Non-Disclosure Agreement	\$0.00
Charger Global Logistics Inc	Unilateral Non-Disclosure Agreement	\$0.00
Chargesmart EV LLC	Operating Agreement	\$0.00
Charles G Koch; Koch Industries Inc; Koch Disruptive Technologies LLC	Non-Disclosure Agreement	\$0.00
Check Point Software Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Chemical Waste Management Inc	Master Environmental Services Agreement	\$0.00
Chemline Plastics Limited	Unilateral Non-Disclosure Agreement	\$0.00
Chromalox Inc	Unilateral Non-Disclosure Agreement	\$0.00
Chueira Corp	Unilateral Non-Disclosure Agreement	\$0.00
Ci418 Landing 202 LLC; Sherman Street Landing 202 LLC	Guaranty	\$0.00
CIMA Canada Inc	Unilateral Non-Disclosure Agreement	\$0.00
Cintas Corporation No 2	Unilateral Non-Disclosure Agreement	\$0.00
CIS Chemical Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Clark Air Conditioning Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Clean Earth, LLC	Master Services Agreement dated June 14, 2022 between Clean Earth, LLC and Li-Cycle Inc.	\$0.00
Clean Harbors Environmental Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Cloud Coders Pty Ltd	Mutual Non-Disclosure Agreement	\$0.00
CNGR Advanced Material Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Co Ltd; General Motors Holdings LLC; Ultium Cam Limited Partnership; Posco Future Materials Canada Inc; General Motors Battery Raw Materials Corporation	Confidentiality Agreement	\$0.00
Cobblestone Systems Corp	Mutual Non-Disclosure Agreement	\$0.00
Cobey Inc.	Purchase Order No. PO007740 dated January 17, 2023, between HubCo and Cobey Inc.	\$62,724.30
Collective IQ Inc	Unilateral Non-Disclosure Agreement	\$0.00
Collective IQ Inc	Brand Identity Proposal	\$0.00
Comfort Systems USA (Syracuse) Inc	Unilateral Non-Disclosure Agreement	\$0.00
Commercial Metals Company	Mutual Non-Disclosure Agreement	\$0.00



<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Communication Technology Services LLC	Mutual Non-Disclosure Agreement	\$0.00
Compressed Air Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Concord Electric Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Conductor Construction Management LLC	Unilateral Non-Disclosure Agreement	\$0.00
Consolidated Edison Company of New York Inc	Mutual Non-Disclosure Agreement	\$0.00
Contemporary Amperex Technology Co Limited	Notice Of Assignment	\$0.00
Continental Battery Company	Mutual Non-Disclosure Agreement	\$0.00
Controlinx Corporation	Purchase Order No. PO006532 dated October 28, 2022, between HubCo and Controlinx Corporation	\$96,138.00
Contruent LLC	Quote Number 00003065-R2	\$0.00
Convergint Technologies LLC	Mutual Non-Disclosure Agreement	\$0.00
Coremax Corporation	Mutual Non-Disclosure Agreement	\$0.00
Cornex New Energy Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Corning Incorporated	Letter Of Intent	\$0.00
Corrosion Products Inc	Unilateral Non-Disclosure Agreement	\$0.00
Cosermo Española Construcciones Servicios Y Montajes S.L	Fabrication And Supply Agreement	\$0.00
Cosermo Espanola Construcciones Servicios Y Montajes SL	Fabrication And Supply Agreement	\$0.00
Cosermo EspañOla Construcciones Servicios Y Montajes SL	Fabrication And Supply Agreement	\$0.00
County Of Monroe Industrial Development Agency	Memorandum Of Lease Pursuant To Section 291-C Of The Real Property Law (Companv To Agency)	\$0.00
County Of Monroe Industrial Development Agency	Memorandum Of Leaseback Agreement	\$0.00
County Of Monroe Industrial Development Agency	414508\4893-4061-8015\ V4 Payment In Lieu Of Tax Agreement	\$0.00
County of Monroe Industrial Development Agency	Lease Agreement, dated December 1, 2022, by and between HubCo and County of Monroe Industrial Development Agency ("COMIDA")	\$0.00
County of Monroe Industrial Development Agency	Leaseback Agreement, dated December 1, 2022, by and between County of Monroe Industrial Development Agency ("COMIDA") and HubCo	\$0.00
County of Monroe Industrial Development Agency	Amended & Restated Project Agreement, dated December 23, 2022, by and between COMIDA and HubCo	\$0.00
County of Monroe Industrial Development Agency	Payment-in-Lieu-of-Tax (PILOT) Agreement, dated December 1, 2022, as amended, by and between COMIDA and HubCo	\$0.00
County of Monroe Industrial Development Agency	Amended & Restated Project Agreement, dated December 23, 2022, by and between COMIDA and HubCo	\$0.00
Covalis Capital LLP	Confidentiality Agreement	\$0.00
Covanta Environmental Solutions LLC	Notice Of Assignment	\$0.00
Covanta Environmental Solutions LLC	Mutual Non-Disclosure Agreement	\$0.00
Cox Arizona Telcom LLC; Cox Communications Arizona LLC	Cox Business Commercial Services Agreement	\$0.00
Cox Automotive Inc	Amendment No. 1 To Mutual Non-Disclosure Agreement	\$0.00
CPI Process Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
CR3 Partners LLC	Confidentiality Agreement	\$195,291.23
CRDC USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Crigler Enterprises Inc	Mutual Non-Disclosure Agreement	\$0.00
Crosby-Brownlie Inc	Unilateral Non-Disclosure Agreement	\$0.00
Cross Technologies Inc.	Purchase Order No. PO007272 dated December 12, 2022, as amended, between HubCo and Cross Technologies Inc.	\$73,491.76
Crown Castle Fiber LLC	Internet services	\$0.00
Crown Corporation; Canada Foundation for Sustainable Development Technology; Sustainable Development Technology Canada	Schedule G Accepted Practices 30 Contribution Agreement	\$0.00
Sustainable Development Technology Canada; Export Control List		
National Pollutant Release Inventory Priority Substances List Toxic Substances List		
CRS Reprocessing LLC	Unilateral Non-Disclosure Agreement	\$0.00
Cummins Inc; Americas Li-Cycle Inc	Second Amendment To Master Services Agreement	\$0.00
Cummins-Wagner-Siewert LLC	Mutual Non-Disclosure Agreement	\$0.00
CVMR Corporation	Mutual Non-Disclosure Agreement	\$0.00
Cyberhunter Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Cyberhunter Solutions Inc		\$0.00
Cyberhunter Solutions Inc		\$0.00
Cyberhunter Solutions Inc	Services Agreement	\$0.00
Cycle Capital Management (Ccm) Inc	Non-Disclosure And Non-Circumvention Agreement	\$0.00
Cycle-X Corporation	Mutual Non-Disclosure Agreement	\$0.00
Cytec Industries Inc	Confidentiality And Non-Disclosure Agreement (Reciprocal)	\$0.00
D+S Automotive GmbH	Corporate service	\$6,688.35
Daimler Truck North America LLC	Notice Of Assignment	\$0.00
Daniel Pomeranz LLC	Unilateral Non-Disclosure Agreement	\$0.00
Darktrace Holdings Limited	Mutual Non-Disclosure Agreement	\$0.00
Davis-Ulmer Sprinkler Company Inc	Unilateral Non-Disclosure Agreement	\$0.00
Dekra Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Dell Inc; Secureworks Inc	Standard Mutual Non-Disclosure Agreement	\$0.00
Deloitte Legal Canada LLP	Re: Engagement Of Deloitte Legal Canada Llp Deloitte Legal Canada Llp La Tour Deloitte 1190, Avenue Des Canadiens-De- Montréal Suite 500 Montréal (QuéBec) H3B 0M7	\$0.00
Deloitte LLP	Engagement Letter	\$90,376.14
Del-Pro Maintenance Inc	Unilateral Non-Disclosure Agreement	\$0.00
Del-Pro Maintenance Inc	Services Agreement	\$0.00
Del-Pro Maintenance Inc	First Amendment To Services Agreement	\$0.00
Derrick Corporation	Mutual Non-Disclosure Agreement	\$0.00
Deshazo LLC	Unilateral Non-Disclosure Agreement	\$0.00
Detroit Diesel Remanufacturing	Battery Supply Agreement	\$0.00
Device Services Group LLC	Mutual Non-Disclosure Agreement	\$0.00
Di Matteo Forderanlagen GmbH & Co Kg	Unilateral Non-Disclosure Agreement	\$0.00
Director Energy Solutions; Mitsubishi Logisnext Americas Inc	Mutual Non-Disclosure Agreement	\$0.00
Dival Safety Equipment Inc	Unilateral Non-Disclosure Agreement	\$0.00
DJ Mex Corporation	Mutual Non-Disclosure Agreement	\$0.00
Don Cochran; Don Cochran Photography	Unilateral Non-Disclosure Agreement	\$0.00
Donnelley Financial Solutions	Engagement Letter	\$78,079.00
Doosan Recycle Solutions Co Ltd	Mutual Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Drake International Inc	Mutual Non-Disclosure Agreement	\$0.00
Drapeau Automatic Sprinkler Corp	Purchase Order Terms and Conditions	\$0.00
Drivestream Inc	Confidential Information Notice - Destruction Of Confidential Information	\$0.00
DSV Air & Sea Inc	Mutual Non-Disclosure Agreement	\$0.00
Duracell Us Operations Inc	Re: Proposal For An Alkaline Battery Recycling Techno-Economic Study And Joint Execution/Business Plan	\$0.00
Durapower Technology (Singapore) PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
DXP Enterprises Inc	Unilateral Non-Disclosure Agreement	\$0.00
Dyson Technology PTE Ltd	Mutual Confidentiality And Non Disclosure Agreement	\$0.00
EAB Gewerbepark Sulzetal GmbH	Li Cycle Confidentiality Agreement	\$0.00
eab Gewerbepark Sülzetal GmbH	Guaranty	\$0.00
Earth Systems Company Limited	Mutual Non-Disclosure Agreement	\$0.00
Eastman Chemical Company	First Amendment To Confidentiality Agreement	\$0.00
Eastman Kodak Company	Mutual Non-Disclosure Agreement	\$0.00
Eastman Kodak Company	1200 Ridgeway, Building 320, Rochester, New York - Lease Guaranty	\$65,367.89
Eastman Kodak Company	1200 Ridgeway, Building 320, Rochester, New York - Lease Agreement	\$0.00
Eastman Kodak Company	100 Latona Road, Building 350, Rochester, NY - First Amendment To Lease Agreement	\$0.00
Eastman Kodak Company	100 Latona Road, Building 350, Rochester, NY - Lease Guaranty	\$0.00
Eastman Kodak Company	100 Latona Road, Building 350, Rochester, NY - Fifth Amendment To Lease Agreement	\$1,677.95
Eastman Kodak Company; Li-Cycle Resource Recovery	First Amendment To Lease Agreement	\$0.00
Eastman Kodak Company; Li-Cycle Resource Recovery	100 Latona Road, Building 350, Rochester, NY - Lease Agreement	\$0.00
Eaton Corporation plc	Purchase Order No. PO006026 dated September 29, 2022, between HubCo and Eaton Corporation plc	\$673,479.16
Eaton Industries (Canada) Company	Switchgear repair services	\$13,746.83
ECIE Environment - Chemical Industrial Equipments and Machines Co., LTD	Mutual Non-Disclosure Agreement	\$0.00
Eco STOR As	Re: Mutual Confidentiality Agreement	\$0.00
Ecollect SA de CV	Mutual Non-Disclosure Agreement	\$0.00
Econili Battery New Energy Sdn Bhd	Mutual Non-Disclosure Agreement	\$0.00
Ecopro Co Ltd	Re: Confidentiality Agreement	\$0.00
Ecorbit Pretech	Mutual Non-Disclosure Agreement	\$0.00
Eco-Tec Inc.	Purchase Order No. PO007070 dated November 29, 2022, between HubCo and Eco-Tec Inc.	\$948,353.52
E-Cycle Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Eddy Pump Corporation	Unilateral Non-Disclosure Agreement	\$0.00
EDF Renewables Inc	Confidentiality And Non-Disclosure Agreement	\$0.00
EDF Renewables Inc	First Amendment To The Confidentiality And Non-Disclosure Agreement	\$0.00
EDM Recycling Inc	Mutual Non-Disclosure Agreement	\$0.00
EDP Renewables North America LLC	Confidentiality Agreement	\$0.00
EIM W&W Solutions Corp	Li-Cycle Sow No. 3	\$0.00
EIM W&W Solutions Corp; Louie Diaz Title VP Marketing & Solutions	Li-Cycle Sow No. 1	\$0.00
EIM W&W Solutions Corp; Louie Diaz Title VP Marketing and Communications	Mutual Non-Disclosure Agreement	\$0.00
EIM W&W Solutions Corp; Title VP Marketing & Communications	Services Agreement	\$0.00
EIM W&W Solutions Corp; Title VP Marketing & Solutions	Li-Cycle Sow No. 2	\$0.00
Ekato Systems GmbH	Mutual Non-Disclosure Agreement	\$0.00
Electrameccanica Vehicles Corp	Mutual Nondisclosure Agreement	\$0.00
Electronic Recyclers International Inc	Mutual Nondisclosure Agreement	\$0.00
Electronic Recycling Center Inc	Mutual Non-Disclosure Agreement	\$0.00
Elemental Holding SA	Confidentiality Agreement	\$0.00
Elemet Inc	Unilateral Non-Disclosure Agreement	\$0.00
Elogger Inc	Mutual Non-Disclosure Agreement	\$0.00
ELOT Electronics Recycling Inc	Mutual Non-Disclosure Agreement	\$0.00
Emergency Environmental Services LLC	Mutual Non-Disclosure Agreement	\$0.00
Emergency Environmental Services, LLC	Battery Supply Agreement	\$54,800.00
Empire Polymer Solutions LLC	Mutual Non-Disclosure Agreement	\$0.00
Emsco Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Energy Control Products LLC	Unilateral Non-Disclosure Agreement	\$0.00
EnerSys	Recycling Services Master Agreement dated June 23, 2022 between Enersys Delaware Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around May 2023	\$0.00
Enersys Delaware Inc	Mutual Non-Disclosure Agreement	\$0.00
Enevate Corporation	Mutual Non-Disclosure Agreement	\$0.00
Enovix Corporation	Mutual Non-Disclosure Agreement	\$0.00
Entara Corporation	Mutual Non-Disclosure Agreement	\$0.00
Environmental 360 Solutions Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Environmental 360 Solutions Ltd	Service Agreement dated March 30, 2023 between Environmental 360 Solutions Ltd. and Li-Cycle Americas Corp.	\$0.00
Environmental Resources Management Limited	Proposal	\$0.00
Envirosolutions & Consulting	Mutual Non-Disclosure Agreement	\$0.00
EP America Inc	Unilateral Non-Disclosure Agreement	\$0.00
EPC Inc; Executive Personal Computers Inc	Mutual Non-Disclosure Agreement	\$0.00
Epiroc Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
EQ Industrial Services Inc	Master Environmental Services Agreement	\$0.00
EQ Industrial Services Inc dba U.S. Ecology	Master Environmental Services Agreement dated August 10, 2023 between EQ Industrial Services, Inc. and Li-Cycle U.S. Inc.	\$0.00
Er Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
ERM Consulting & Engineering Inc	Mutual Non-Disclosure Agreement	\$0.00
ERM Consulting & Engineering Inc	Change Order	\$0.00
ERM Consulting & Engineering Inc	Proposal Erm Change Order Work Authorization Reference 0686183	\$0.00
ERM Consulting & Engineering Inc; Environmental Resources Management Inc; Li-Cycle Inc Holdings Corp	Sow No. 1B To Master Services Agreement	\$53,703.08

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
ERM Consulting & Engineering, Inc.	Master Environmental Services Agreement dated January 13, 2023 between Li-Cycle Holdings Corp. and ERM Consulting & Engineering, Inc.; and Proposal No. 0647074 to HubCo	\$26,021.19
Ernst & Young LLP	Engagement Letter	\$143,466.47
Es Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Euro Manganese Inc	Confidentiality And Nondisclosure Agreement	\$0.00
Eurofins Environment Testing North Central LLC	Mutual Non-Disclosure Agreement	\$0.00
Euromoney Global Limited; Fastmarkets	Fastmarkets Event Sponsorship Agreement	\$0.00
Eve Energy Co Ltd	Memorandum Of Understanding	\$0.00
Everge Group LLC	Mutual Non-Disclosure Agreement	\$0.00
Evident Scientific Inc	Unilateral Non-Disclosure Agreement	\$0.00
Evisort Inc	Proposal For Li-Cycle Holdings Corp.	\$0.00
Evolvlp LLC	Unilateral Non-Disclosure Agreement	\$0.00
Evonik Corporation	Mutual Non-Disclosure Agreement	\$0.00
Evoqua Water Technologies LLC	Mutual Non-Disclosure Agreement	\$0.00
Evterra Recycling LLC	Mutual Non-Disclosure Agreement	\$0.00
E-Waste Brokerage Inc; Kingston Process Metallurgy Inc; WeRecycleBatteries.com	Battery Recycling Agreement	\$0.00
EWT Holdings III, dba Evoqua Water Technologies LLC	Purchase Order No. PO008825 dated March 15, 2023 between Spoke Co and EWT Holdings III, dba Evoqua Water Technologies	\$45,228.87
Excensure LLC	Mutual Non-Disclosure Agreement	\$0.00
Executive Cleaning Services LLC	Unilateral Non-Disclosure Agreement	\$0.00
Exele Information Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Exponent Inc	Mutual Non-Disclosure Agreement	\$0.00
Export Development Canada	Confidentiality Agreement	\$0.00
Express Services Inc	Mutual Non-Disclosure Agreement	\$0.00
FAA	Federal Aviation Administration (FAA) Form 7460-1 - Notice of Proposed Construction	\$0.00
FAAN Advisors Group Inc	Confidentiality Agreement	\$0.00
Fabricated Steel Products Inc	Confidential/For Settlement Purposes Only Payment Agreement	\$0.00
Fabricated Steel Products, Inc.	Purchase Order No. PO003403 dated April 11, 2022, as amended, between HubCo and Fabricated Steel Products, Inc.	\$1,956,723.61
Factorial Inc	Mutual Non-Disclosure Agreement	\$0.00
Factory Surplus Batteries Inc	Mutual Non-Disclosure Agreement	\$0.00
Fade In Productions PTY Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Fade In Productions Pty Ltd	Master Services Agreement	\$0.00
Farasis Energy Europe GmbH	Non-Disclosure And Confidentiality Agreement	\$0.00
Farasis Energy USA Inc	Nondisclosure And Confidentiality Agreement	\$0.00
Farasis Energy USA, Inc.	Battery Supply Agreement	\$0.00
Fastenal Canada Ltd	Unilateral Non-Disclosure Agreement	\$0.00
FCX Performance dba Eads Distribution	Purchase Order No. PO008801 dated March 14, 2023 between HubCo and FCX Performance dba Eads Distribution	\$12,104.08
Feeco International Inc	Mutual Confidentiality Agreement	\$0.00
Fenix Parent LLC	Mutual Non-Disclosure Agreement	\$0.00
Ferguson Enterprises LLC	Purchase Order No. PO008473 dated February 24, 2023, between HubCo and Ferguson Enterprises LL	\$868,417.09
FFP Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Fisher Scientific Company LLC	PO for materials for the Americas Spokes	\$7,791.02
Fisker Group Inc; Contemporary Amperex Technology Co Limited	Confidentiality Agreement	\$0.00
Fisker Inc	Confidentiality Agreement	\$0.00
Fissek GmbH	Mutual Non-Disclosure Agreement	\$0.00
Flex International USA Inc; Flextronics International Management Services Ltd	Supplier Nondisclosure Agreement	\$0.00
Flexicon (Europe) Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Flower City Communications Inc	Mutual Non-Disclosure Agreement	\$0.00
Flsmidth Inc	Mutual Non-Disclosure Agreement	\$0.00
Fluence Energy LLC	Mutual Non-Disclosure Agreement	\$0.00
Fluid Energy Processing And Equipment Co	Unilateral Non-Disclosure Agreement	\$0.00
Foreverhold Limited	Mutual Non Disclosure Agreement	\$0.00
Forge Global Industries, Inc.	Construction Agreement dated August 18, 2022 between HubCo and Forge Global Industries, Inc.	\$612,289.62
Forskrings Verket As	Unilateral Non-Disclosure Agreement	\$0.00
Foxconn EV System LLC; Lordstown EV Corporation	Confidentiality Agreement	\$0.00
Fps Flexibles USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Franklin Miller Inc	Unilateral Non-Disclosure Agreement	\$0.00
Freshworks Inc	Service Order Form	\$0.00
Frontier Communications of America Inc	Frontier Services Agreement	\$0.00
Fuchs Lubricants Co	Mutual Non-Disclosure Agreement	\$0.00
Fuji Kosan Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Gartner Inc	Gartner Service Order	\$22,611.40
Gateway Energy Storage LLC	Mutual Non-Disclosure Agreement	\$0.00
Ge Lines PTE Ltd	Unilateral Non-Disclosure Agreement	\$0.00
GEA Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
GEA Systems North America LLC	Mutual Confidentiality Agreement	\$0.00
Gel Laboratories LLC	Unilateral Non-Disclosure Agreement	\$0.00
Gen Industrial SA DE CV	Mutual Non-Disclosure Agreement	\$0.00
Generac Power Systems Inc	Confidentiality Agreement	\$0.00
General Carbon Corporation	Purchase Order No. PO009167 dated April 4, 2023, between HubCo and General Carbon Corporation	\$243,734.60
General Clarifier Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Genfabco Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Georesources Risk Solutions Inc	Confidentiality Agreement	\$14,349.52
George A Wright & Son Limited	Mutual Non-Disclosure Agreement	\$0.00
George A Wright & Son Limited	158 Hagerman Ave., Kingston, ON - Lease (Commercial)	\$12,773.59
George A Wright & Son Limited	158 Hagerman Ave., Kingston, ON - Amendment To Lease	\$0.00
GFL Environmental Inc	Battery Supply Agreement	\$0.00
GHD Limited	Unilateral Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
GHD Limited	Scope of Work and Cost Estimate Acoustic Audit Li-Cycle Americas Corp — Kingston Facility 158 Hagerman Avenue, Kingston, Ontario	\$0.00
GHD Limited	First Amendment To Master Services Agreement	\$0.00
Giffen Consulting Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Gilbert Industries Inc.	Construction Agreement dated March 24, 2022 between HubCo and Gilbert Industries, Inc.	\$595,266.76
GLC Recycle PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
Glencore Ag	Amendment 1 To Contract 5905 Between Glencore Ag And Li-Cycle Corporation	\$0.00
Glencore Ag	Glencore Contract Number: C-6031	\$0.00
Glencore International Ag	Service Agreement	\$0.00
Glencore Ltd	Restated Global Feed Sourcing Agreement	\$97,059.00
Glencore Ltd	Amended And Restated Standstill Agreement	\$0.00
Glencore Ltd	Master Commercial Agreement	\$0.00
Glencore Ltd	Re: Waiver, Release, And Consent - Sale Of Gypsum	\$0.00
Glencore Ltd	Request For Consent To Assignment Of Certain Commercial Agreements	\$0.00
Glencore Ltd	Joinder Agreement - Amended & Restated Global Feed Sourcing Agreement	\$0.00
Glencore Ltd	Joinder Agreement - Master Commercial Agreement	\$0.00
Glencore Ltd; FCC Ámbito SAU; Inversiones Financieras Perseo SLU	Multi-Party Non-Disclosure Agreement	\$0.00
Glencore Ltd; Li-Cycle Asia Pacific Pte Ltd.	Black Mass Offtake Agreement	\$0.00
Glencore Ltd; Li-Cycle Asia Pacific Pte Ltd.	Black Mass Sourcing Agreement	\$0.00
Glencore Ltd; Li-Cycle Asia Pacific Pte Ltd.	By-Products Offtake Agreement	\$0.00
Glencore Ltd; Li-Cycle Asia Pacific Pte Ltd.	End Products Offtake Agreement	\$0.00
Glencore Ltd; Li-Cycle Asia Pacific Pte Ltd.	Amendment No. 1 To The By-Products Offtake Agreement	\$0.00
Glencore Ltd; Missouri Cobalt LLC; Appian Capital Advisory LLP	Project Lion King - Amendment To Confidentiality Agreement	\$0.00
Glencore Ltd; Norfalco LLC; Glencore Canada Corporation; Norfalco Sales	Sulfuric Acid Supply Agreement (Us & Canada)	\$0.00
Glencore Ltd; Vines Energy Solutions Joint Stock Company	Multi-Party Non-Disclosure Agreement	\$0.00
Glidepath Power Solutions LLC	Mutual Non-Disclosure Agreement	\$0.00
Global Credit Opportunities Group; Blackrock Financial Management Inc	Re: Confidentiality Agreement	\$0.00
Global Risk Consultants Corp	Confidentiality Agreement	\$0.00
Glovis America Inc	Mutual Nondisclosure And Confidentiality Agreement	\$0.00
Goldman Sachs & Co LLC	First Amendment To Confidentiality Letter Agreement	\$0.00
Goodpack USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Gordon Brothers Group LLC; Gordon Brothers Commercial and Industrial LLC	Unilateral Non-Disclosure Agreement	\$0.00
Gotion Inc	Re: Confidentiality Agreement	\$0.00
GP Land and Carpet Corporation dba GP Flooring Solutions	Arrangement between Pike Conductor Dev 1, LLC and vendor	\$0.00
Gravity Mining Limited	Unilateral Non-Disclosure Agreement	\$0.00
Great Lakes Building Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Great Northern Insurance Company	Engagement Letter - Insurance	\$34,494.29
Green Graphite Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Green Li-Ion PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
Green Rise Productions Inc	Mutual Non-Disclosure Agreement	\$0.00
Green Rise Productions Inc	Program Participation Agreement	\$0.00
Green Works Environmental Partnership Inc	Re: License Of Green Works Materiality Assessment Software	\$0.00
Greenberg Traurig, LLP	Engagement Letter	\$38,000.00
Greencentre Canada	Confidentiality Agreement	\$0.00
Grit Consulting Pte Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Grossmann Ingenieur Consult GmbH	Unilateral Non-Disclosure Agreement	\$0.00
Gruber Motors LLC	Mutual Non-Disclosure Agreement	\$0.00
Guangzhou 3E Machinery Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Guixi New Energy Technology Ltd	Mutual Non-Disclosure Agreement	\$0.00
H & M Construction Company LLC	Unilateral Non-Disclosure Agreement	\$0.00
H2Flow Equipment Inc	Unilateral Non-Disclosure Agreement	\$0.00
H55 SA	Mutual Non-Disclosure Agreement	\$0.00
Hamel Powerflow LLC	Unilateral Non-Disclosure Agreement	\$0.00
Handling Systems Inc; Raymond West Intralogistics Solutions	Unilateral Non-Disclosure Agreement	\$0.00
Hargrove And Associates Inc	Release And Settlement Agreement	\$0.00
Hargrove and Associates Inc	Re: Notice Of Termination Of Epcm Master Agreement	\$0.00
Harley-Davidson Motor Company	Mutual Confidentiality Agreement	\$0.00
Hartree Partners LP	Re: Confidentiality Agreement	\$0.00
Hatch Associates Consultants, Inc.	EPCM Services Agreement, dated December 17, 2021, between HubCo and Hatch Associates Consultants, Inc. ("Hatch")(the "EPCM Services Agreement")	\$10,257,221.21
Hatch Associates Consultants, Inc.	EPCM Services Agreement, dated May 15, 2023, between HubCo and Hatch (the "Commissioning Agreement")	\$0.00
Hatch Associates Consultants, Inc.	Secondment Agreement, dated October 4, 2022 between HubCo and Hatch	\$0.00
Hatch Ltd	Mutual Non-Disclosure Agreement	\$0.00
Haun Welding Supply, Inc.	Mutual Non-Disclosure Agreement	\$0.00
Heating Inc; Kennedy Mechanical Plumbing	Unilateral Non-Disclosure Agreement	\$0.00
Helen Reeves	Proposal	\$0.00
Helen Reeves	Consultant Agreement	\$0.00
HEMO Logistics Inc	Unilateral Non-Disclosure Agreement	\$0.00
Herbold Meckesheim Usa-Resource Recycling Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Herrick Feinstein LLP	Engaged via White & Case; relates to DOE loan diligence	\$60,265.34
Hexagon Purus Systems USA LLC	Confidentiality And Non-Disclosure Agreement	\$0.00
Hielscher USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Hilco Commercial Industrial LLC	Unilateral Non-Disclosure Agreement	\$0.00
Hilco Commercial Industrial LLC	Unilateral Non-Disclosure Agreement	\$0.00
Himadri Speciality Chemical Limited	Mutual Non-Disclosure Agreement	\$0.00
Hireright Canada Corporation	Mutual Non-Disclosure Agreement	\$0.00
Hireright Canada Corporation	Global Services Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Hitachi America Ltd	Mutual Non-Disclosure Agreement	\$0.00
Hithium Energy Storage Technology USA Inc	Mutual Non-Disclosure Agreement	\$0.00
HOBi International Inc	Mutual Non-Disclosure Agreement	\$0.00
Holland & Knight LLP; Taite R Mcdonald Partner	Exhibit A Confidentiality Agreement	\$0.00
Honda Canada Inc	Mutual Confidentiality Agreement	\$0.00
Honda Canada Inc	Notice Of Assignment	\$0.00
Honda Canada Inc	Re: Master Services Agreement Between Honda Canada Inc. ("Honda") Li-Cycle ("Contractor") Dated 20 October 2020, As Amended (The "Agreement")	\$0.00
Honda Canada Inc	Re: Master Services Agreement Between Honda Canada Inc. ("Honda") Li-Cycle ("Contractor") Dated 20 October 2020, As Amended (The "Agreement")	\$0.00
Honda Trading Canada Inc	Mutual Confidentiality Agreement	\$0.00
Honeywell International Inc	Mutual Confidentiality Agreement	\$0.00
Horizon Solutions LLC	Unilateral Non-Disclosure Agreement	\$0.00
House of Lithium Ltd	Confidentiality Agreement	\$0.00
Howe Gastmeier Chapnik Limited	Unilateral Non-Disclosure Agreement	\$0.00
Hp Inc	Legal Terms And Conditions Of Purchase Hp Inc. Purchase Order	\$0.00
Hsagp Energy LLC	Mutual Non-Disclosure Agreement	\$0.00
Hyster-Yale Group Inc	Mutual Non-Disclosure Agreement	\$0.00
Hyundai Auto Canada Corp	Confidentiality And Non-Disclosure Agreement	\$0.00
Hyundai Canada Inc	Mutual Nondisclosure Agreement	\$0.00
Hyundai Motor Group	Mutual Non-Disclosure Agreement	\$0.00
Ice Dragon Corrosion Inc	Unilateral Non-Disclosure Agreement	\$0.00
ifyouaskbetty LLC	Unilateral Non-Disclosure Agreement	\$0.00
iLobby Corp.	Quote #: Q-03361-1	\$0.00
IMA Ltd	Unilateral Non-Disclosure Agreement	\$0.00
IMA Ltd	IMA Ltd. "Budgetary" Proposal	\$24,014.01
IMA Ltd	Ima Ltd. "Budgetary" Proposal	\$0.00
Imperium3 New York	Mutual Non-Disclosure Agreement	\$0.00
Incom Soluciones S.A. de C.V	Battery Supply Agreement	\$26,155.08
Incom Soluciones SA de CV	Mutual Non-Disclosure Agreement	\$0.00
Indium Software Inc	Confidentiality Agreement	\$0.00
Indoor Air Technologies Inc	Unilateral Non-Disclosure Agreement	\$0.00
Industrial Equipment Manufacturing Ltd	Purchase Order No. PO011257 dated July 11, 2023 between HubCo and Industrial Equipment Manufacturing Ltd	\$22,472.47
Inertia Manufacturing Inc	Mutual Non-Disclosure Agreement	\$0.00
Ingersoll-Rand Industrial Us Inc	Unilateral Non-Disclosure Agreement	\$0.00
Ingersoll-Rand Industrial US, Inc.	Purchase Order No. PO003828 dated June 15, 2022, as amended, between HubCo and Ingersoll-Rand Industrial US, Inc.	\$96,145.32
Innisfree M&A Incorporated	Confidentiality Agreement	\$0.00
Innovative Magnetic Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Inracks, LLC	Purchase Order No. PO011816 dated August 1, 2023, between HubCo and Inracks. LLC	\$27,840.58
Insight Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Insight Canada Inc; Insight Direct USA Inc	Services Agreement	\$0.00
Insight Canada Inc; Insight Direct USA Inc	Change Order	\$98,149.37
Intellezy LLC	Unilateral Non-Disclosure Agreement	\$0.00
Intellinum Inc	Statement Of Work No. 1 Flexi Logipro License & Implementation Services	\$13,346.64
Interco Trading Inc	Mutual Non-Disclosure Agreement	\$0.00
Interco Trading Inc; Glencore International Ag	Multiparty Confidentiality Agreement	\$0.00
International Lift Planning Inc	Unilateral Non-Disclosure Agreement	\$0.00
International SOS Canada	Corporate service	\$17,852.02
Intertrust (Deutschland) GmbH; Youco F22-H162 Vorrats-GmbH	Service Agreement	\$0.00
Intertrust Singapore Corporate Services Pte Ltd; Quek Hwee Ling	Service Agreement	\$0.00
Invest in Mecklenburg-Vorpommern GmbH	Unilateral Non-Disclosure Agreement	\$0.00
Invest Windsoressex	Unilateral Non-Disclosure Agreement	\$0.00
Iokinetic LLC	Mutual Non-Disclosure Agreement	\$0.00
Iokinetic LLC	Quote	\$0.00
IR2 Holdings LLC	Confidentiality Agreement	\$0.00
Ironclad Inc	Mutual Non-Disclosure Agreement	\$0.00
Is Dongseo Co Ltd	Confidentiality Agreement	\$0.00
Is Dongseo Co Ltd; STIC Investments Inc	Confidentiality Agreement Joinder In Respect Of Transaction Between Li-Cycle And	\$0.00
Isecurity Inc	Unilateral Non-Disclosure Agreement	\$0.00
ITG Resources DMCC	Mutual Non-Disclosure Agreement	\$0.00
Itrenew Inc	Mutual Non-Disclosure Agreement	\$0.00
Jackie Wong	Unilateral Non-Disclosure Agreement	\$0.00
JAE Young Tech Coltd	Mutual Non-Disclosure Agreement	\$0.00
Jaguar Land Rover North America LLC	Mutual Non-Disclosure Agreement	\$0.00
Jaguar Land Rover North America LLC	Mutual Non-Disclosure Agreement	\$0.00
Janitronics Inc	Unilateral Non-Disclosure Agreement	\$0.00
JAS Forwarding (USA) Inc.	Purchase Order No. PO006439 dated October 24, 2022, between HubCo and JAS Forwarding (USA) Inc.	\$237,369.56
Jay Henges Enterprises Inc DBA Porta-King Building Systems	Purchase Order No. PO007755 dated January 25, 2023 between HubCo and Jay Henges Enterprises Inc DBA Porta-King Building Svstems	\$22,172.16
JB Hunt Transport Inc	Mutual Non-Disclosure Agreement	\$0.00
Jeff Lopez	Unilateral Non-Disclosure Agreement	\$0.00
Jenike & Johanson Ltd	Mutual Non-Disclosure Agreement	\$0.00
Jensen Hughes Inc	Mutual Non-Disclosure Agreement	\$0.00
Jinkosolar (Us) Inc	Mutual Nondisclosure Agreement	\$0.00
John Dischner; Alixpartners LLP; Freshfields Us LLP	Re: Agreement For Consulting Services	\$0.00
Johnson Controls Fire Protection LP	Unilateral Non-Disclosure Agreement	\$0.00
Johnson Controls Security Solutions LLC	Construction Agreement dated September 28, 2023, between HubCo and Johnson Controls Security Solutions LLC	\$99,588.78

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Jones Heating Air Conditioning & Plumbing Inc	Unilateral Non-Disclosure Agreement	\$0.00
Jordproxa PTY Ltd	Mutual Non-Disclosure Agreement	\$0.00
Julie Hall	Unilateral Non-Disclosure Agreement	\$0.00
Jungheinrich Ag	Non-Disclosure Agreement	\$0.00
Jungheinrich Ag	Unilateral Non-Disclosure Agreement	\$0.00
Jupiter Power LLC	Mutual Nondisclosure Agreement	\$0.00
Just Climate LLP	Confidentiality Agreement	\$0.00
JVI Vibratory Equipment Inc	Unilateral Non-Disclosure Agreement	\$0.00
Kaivac Inc	Mutual Non-Disclosure Agreement	\$0.00
Kaizen Safety Solutions LLC	Unilateral Non-Disclosure Agreement	\$0.00
Kamengo Technology Inc	Unilateral Non-Disclosure Agreement	\$0.00
Katej Consulting	Consultant Agreement	\$0.00
Katej Consulting; Kate Janakievska	Sow No. 1 [Date	\$0.00
Keyence Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Keyframe Capital Partners LP	Re: £ Confidentiality Agreement	\$0.00
Kia Canada Inc	Confidentiality And Data Protection Agreement	\$0.00
Kia Canada Inc.	Battery Supply Agreement	\$0.00
KIA Motors America Inc	Nondisclosure And Confidentiality Agreement	\$0.00
Kiewit Industrial Group Inc	Mutual Confidentiality Agreement	\$0.00
Kimball Rentals LLC; Kimball Equipment Company	Mutual Non-Disclosure Agreement	\$0.00
Kimco Steel Sales Ltd	Mutual Non-Disclosure Agreement	\$0.00
King County/Metro Transit	Contract for battery recycling services dated June 16, 2021 between King County Department of Metro Transit, Facilities Division and Li-Cycle Inc.	\$0.00
King Kleen Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Kinsley Power Systems	Purchase Order No. PO005038 dated July 27, 2022, as amended between HubCo and Kinsley Power Systems	\$173,730.52
Kinterra Capital Corp	Re: Confidentiality Agreement	\$0.00
KION North America Corporation	Mutual Confidentiality & Non-Disclosure Agreement	\$0.00
Klamotec GmbH	Unilateral Non-Disclosure Agreement	\$0.00
KMC Global Europe Sp Z oo	Mutual Non-Disclosure Agreement	\$0.00
Koch Disruptive Technologies LLC	Non-Disclosure Agreement	\$0.00
Komatsu America Corp	Mutual Non-Disclosure Agreement	\$0.00
KORE Power Inc	Mutual Non-Disclosure Agreement	\$0.00
Korea Zinc Company Ltd	Re: Mutual Confidentiality Agreement	\$0.00
Korn Ferry	Client Order Form	\$25,083.82
Kowalski Construction Inc	Mutual Non-Disclosure Agreement	\$0.00
Kowalski Construction Inc	Master Services Agreement	\$0.00
KWS Manufacturing	Purchase Order No. PO008988 dated March 20, 2023, between HubCo and KWS Manufacturing	\$830,366.08
Labella Associates DPC	Unilateral Non-Disclosure Agreement	\$0.00
Labella Associates DPC	Re: Environmental Permitting & Compliance Plans 50 & 205 Mclaughlin Road Greece, Ny	\$28,824.42
Labella Associates DPC	Proposal For Data Gap Assessment	\$0.00
LaBella Associates, D.P.C.	Consultant Agreement dated May 20, 2022, between HubCo and LaBella Associates, D.P.C.	\$0.00
Lakeside Process Controls Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Lakeside Process Controls Ltd.	N/A	\$2,010,818.26
Lazard Frères & Co LLC		\$0.00
Lemonlight Media Inc	Unilateral Non-Disclosure Agreement	\$0.00
Levac Supply Limited	Unilateral Non-Disclosure Agreement	\$0.00
Lg Chem Ltd	Re: Confidentiality Agreement	\$0.00
Lg Energy Solution Ltd; Rpmglobal Holdings Limited	Acknowledgment And Adhesion Agreement	\$0.00
Li-Cycle	Master Inter-Company Services Agreement	\$0.00
Li-Cycle	Unilateral Non-Disclosure Agreement	\$0.00
Li-Cycle	Master Supply Agreement For Battery Scrap (North America)	\$0.00
Li-Cycle	Import Agreement For Hazardous Recyclable Material	\$0.00
Li-Cycle	Export Agreement For Hazardous Recyclable Material	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Assignment & Assumption Agreement	\$0.00
Li-Cycle	Battery Feedstock Processing Services Agreement	\$0.00
Li-Cycle	Battery Feedstock Processing Services Agreement	\$0.00
Li-Cycle	Black Mass Processing Services Agreement	\$0.00
Li-Cycle	Li-Cycle Import Agreement For Hazardous Recyclable Material (North America)	\$0.00
Li-Cycle	Li-Cycle Export Agreement For Hazardous Recyclable Material (North America)	\$0.00
Li-Cycle	Import Export Authorizing Agreement	\$0.00
Li-Cycle APAC Pte. Ltd.	Tier One Intellectual Property License Agreement	\$0.00
Li-Cycle Europe AG	Tier One Intellectual Property License Agreement	\$0.00
Li-Cycle Inc.	Tier Two Intellectual Property License Agreement	\$0.00
Li-Cycle North America Hub, Inc.	Tier Two Intellectual Property License Agreement	\$0.00
Li-Cycle Resource Recovery; Societa' Italiana Ambiente Ecologia S.r.l.	Rate Card: Mixed Battery Feed — Recycling Service	\$0.00
Li-Cycle U.S. Inc.	Tier One Intellectual Property License Agreement	\$0.00
Life Cycle Engineering Inc	Mutual Non-Disclosure Agreement	\$0.00
Lighting Resources LLC	Battery Supply Agreement	\$0.00
Linkedin Corporation	Order Form For Li-Cycle Corp	\$61,404.20
Linksquares Inc	Mutual Non-Disclosure Agreement	\$0.00
Lithion Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Live Oak Engineering Inc	Unilateral Non-Disclosure Agreement	\$0.00



<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Livingston Associates Inc	Unilateral Non-Disclosure Agreement	\$0.00
Livingston Associates Inc	Sow No. 1	\$0.00
Locus Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Lohum Cleantech Private Limited	Mutual Confidentiality Agreement	\$0.00
Long View Systems Corporation	Mutual Non-Disclosure Agreement	\$0.00
Lordstown Motors Corp; Lordstown EV Corporation	Mutual Non-Disclosure Agreement	\$0.00
Loyalist College of Applied Arts and Technology	Mutual Non-Disclosure Agreement	\$0.00
Lucid Group Inc	Mutual Non-Disclosure Agreement	\$0.00
Lucid USA, Inc.	Material Disposal Services Agreement dated August 1, 2021 between Lucid USA, Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around June 2023	\$0.00
Lummus Consultants International LLC	First Amendment To Unilateral Non-Disclosure Agreement	\$16,715.00
Lunar Energy Inc	Mutual Non-Disclosure Agreement	\$0.00
Lydium Technical Services Ltd	Mutual Non-Disclosure Agreement	\$0.00
Lydium Technical Services Ltd; Ameridia Innovative Solutions Inc	Agreement Non-Disclosure Agreement	\$0.00
Ma Selmon Company Inc	Unilateral Non-Disclosure Agreement	\$0.00
Mach Engineering LLC	Unilateral Non-Disclosure Agreement	\$0.00
Macquarie Bank Limited	Re: Confidentiality Agreement	\$0.00
Macquarie Capital (Usa) Inc	Re: Confidentiality Agreement	\$0.00
Mainfreight Inc	Mutual Non-Disclosure Agreement	\$0.00
Marcum Canada LLP	Engagement Letter	\$332,000.00
Marine Trading As	Unilateral Non-Disclosure Agreement	\$0.00
Marine Trading As	Parent Company Guarantee	\$0.00
Market USA LP	Mutual Non-Disclosure Agreement	\$0.00
Marks & Clerk Canada	Engagement Letter - legal advice related to IP	\$42,081.79
Martinrea International Inc	Mutual Non-Disclosure Agreement	\$0.00
Mas Fukumoto	Mutual Non-Disclosure Agreement	\$0.00
Mas Fukumoto	Master Services Agreement	\$0.00
Mas Fukumoto	Master Services Agreement	\$0.00
MasTec Industrial Corp. / MasTec North America Inc.	(i) MasTec Construction Agreement and (ii) a related arbitration with the American Arbitration Association. between HubCo and MasTec	\$27,277,733.40
Mastek Inc	Mutual Non-Disclosure Agreement	\$0.00
Mastek Inc	Data Processing Agreement	\$0.00
Mastek Inc	Statement Of Work	\$16,987.79
Materials Joining Innovation Centre	Unilateral Non-Disclosure Agreement	\$0.00
McCarthy Tétrault LLP	Engagement Letter	\$211,829.21
Mccarthy TéTrault LLP; Tomlinson Environmental Services Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Mckinsey & Company	Li-Cycle Confidentiality Agreement	\$0.00
McKinsey & Company Canada	Master Services Agreement	\$0.00
Mckinsey & Company Canada	Statement of Work	\$1,084,800.00
Mclanahan Corporation	Unilateral Non-Disclosure Agreement	\$0.00
MCM Natural Stone Inc	Letter Of Intent	\$0.00
MDK Solutions LLC; Emergency Response Consulting and Training	Unilateral Non-Disclosure Agreement	\$0.00
Me Holvey Consulting LLC	Unilateral Non-Disclosure Agreement	\$0.00
M-E Strategic Communications Inc	Unilateral Non-Disclosure Agreement	\$0.00
M-E Strategic Communications Inc	Statement Of Work	\$0.00
M-E Strategic Communications Inc	Master Services Agreement	\$0.00
Means & Methods Engineering LLC	Unilateral Non-Disclosure Agreement	\$0.00
Mentor Source Trading Corporation	First Amendment To Mutual Non-Disclosure Agreement	\$0.00
Mentorsource Training Corporation	Mutual Non-Disclosure Agreement	\$0.00
Mercedes-Benz Ag	Non-Disclosure Agreement	\$0.00
Mercedes-Benz Canada	Battery Supply Agreement	\$0.00
Mercedes-Benz Us International Inc	Mutual Confidentiality Agreement	\$0.00
Mercedes-Benz USA LLC	Nondisclosure Agreement	\$0.00
Messagebank LLC	Confidentiality Agreement	\$0.00
Messer LLC	Mutual Non-Disclosure Agreement	\$0.00
Messer LLC	Amendment To The Product Supply Agreement - Bulk- Messer Equipment	\$0.00
Messer LLC	Product Supply Agreement — Bulk — Messer Equipment	\$0.00
Met-Chem Inc	Unilateral Non-Disclosure Agreement	\$0.00
Met-Chem Inc.	Purchase Order No. PO003494 dated April 13, 2022, between HubCo and Met-Chem Inc.	\$217,262.50
Metrio Software Inc	Master Services Agreement	\$0.00
Metrix Software North America Inc	Amending Agreement # 1 To The Software As A Service Agreement	\$0.00
Metrix Software North America Inc	Isometrix Repayment Agreement	\$33,392.76
Metrohm USA Inc; Brinkmann Instruments Inc	Unilateral Non-Disclosure Agreement	\$0.00
Metso Outotec Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Metso Outotec Finland Oy	Purchase Order No.PO001688, dated November 24, 2021, as amended, between HubCo and Metso Outotec Finland Oy	\$922,278.98
Metso Outotec USA Inc.	Purchase Order No. PO006781 dated December 1, 2022, between HubCo and Metso Outotec USA Inc.	\$532,234.00
Mexichem Fluor Inc	Mutual Non-Disclosure Agreement	\$0.00
MGA RESEARCH COMPANY	Battery Supply Agreement	\$0.00
M-I LLC	Mutual Non-Disclosure Agreement	\$0.00
Michelle T Faysal	Mutual Non-Disclosure Agreement	\$0.00
Micro Motion Inc	Unilateral Non-Disclosure Agreement	\$0.00
Microchip Technology Incorporated	Mutual Non-Disclosure Agreement	\$0.00
Mid-Continent Instrument Co., Inc.	Battery Supply Agreement	\$0.00
Miller Environmental Group Inc	Mutual Non-Disclosure Agreement	\$0.00
Minviro Ltd	Mutual Non-Disclosure Agreement	\$0.00
Minviro Ltd	Master Services Agreement	\$0.00
Mississippi State University	Unilateral Non-Disclosure Agreement	\$0.00
Missouri Cobalt LLC	Confidentiality Agreement	\$0.00
Missouri Cobalt LLC	Confidentiality And Non-Disclosure Agreement DUPLICATE TO 1380	\$0.00
Missouri Cobalt LLC; Us Strategic Metals	Mutual Non-Disclosure Agreement	\$0.00
Mitsubishi Corporation	Mutual Non-Disclosure Agreement	\$0.00
Mitsubishi Materials Corporation	Mutual Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Mitsubishi Motor Sales Of Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Mitsubishi Power Americas Inc	Confidentiality Agreement	\$0.00
Mitsui & Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Mixtec North America Inc	Unilateral Non-Disclosure Agreement	\$0.00
Mixtec North America, Inc.	Purchase Order No. PO006016 dated December 19, 2022, between HubCo and Mixtec North America, Inc.	\$675,822.93
Moats Scientific and Metallurgical Consulting, LLC	Confidentiality Agreement	\$0.00
Mobis Parts America LLC	Mutual Confidentiality And Non-Disclosure Agreement	\$0.00
Mode Transportation LLC	Unilateral Non-Disclosure Agreement	\$0.00
Momentum Technologies Inc	Confidentiality Agreement	\$0.00
Monroe Community College	Unilateral Non-Disclosure Agreement	\$0.00
Monroe County	Water Main Extension Approval letter	\$0.00
Monroe Environmental Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Montrose Air Quality Services LLC	Confidentiality Agreement	\$0.00
Montrose Environmental Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Montrose Environmental Solutions Inc	Master Environmental Services Agreement	\$0.00
Morgan Stanley & Co LLC	Confidentiality Agreement	\$0.00
Multotec Canada Ltd	Mutual Non-Disclosure Agreement	\$0.00
Munters Corporation	Unilateral Non-Disclosure Agreement	\$0.00
MXD Process; Mixer Direct Inc	Unilateral Non-Disclosure Agreement	\$0.00
National Bulk Equipment Inc	Unilateral Non-Disclosure Agreement	\$0.00
National Bulk Equipment Inc.	Purchase Order No. PO007017 dated November 29, 2022, between HubCo and National Bulk Equipment Inc.	\$122,287.20
National Research Council of Canada	Novated Project Funding Agreement	\$0.00
National True-Test Inc	Unilateral Non-Disclosure Agreement	\$0.00
National Vacuum Environmental Services Corp	Unilateral Non-Disclosure Agreement	\$0.00
National Vacuum Environmental Services Corp	Emergency Response Services Statement Of Work	\$0.00
Navitas Systems LLC	Mutual Non-Disclosure Agreement	\$0.00
Navitas Systems LLC	Master Battery Purchase And Services Agreement	\$0.00
Neatco Engineering Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Nefab Packaging Inc	Mutual Non-Disclosure Agreement	\$0.00
Neo Performance Materials Inc	Confidentiality Agreement	\$0.00
NERA Economic Consulting	Engagement Letter	\$48,468.92
Net 2 Net IT Solutions Inc.	Managed IT Services Proposal and Service Level Agreement, executed March 12, 2020, between Li-Cycle Corp. and Net 2 Net IT Solutions Inc.	\$164,164.78
Net2Net It Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
NETZSCH Pumps USA	Purchase Order No. PO007363 dated December 12, 2022, as amended, between HubCo and NETZSCH Pumps USA	\$51,032.74
Neutron Holdings Inc	Mutual Non-Disclosure Agreement	\$0.00
New Flyer Industries	Battery Supply Agreement	\$0.00
New York State Department of Environmental Conservation (NYSDEC)	Air State Facility (ASF) Permit	\$0.00
NFP Corporate Services (NY) LLC	Benefits and insurance	\$30,000.00
NH Recytech Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Niedersachsen Ministry of Economic Affairs Employment Transport And Digitalisation	Unilateral Non-Disclosure Agreement	\$0.00
Niedersachsen Ports Gmbh & Co Kg	Unilateral Non-Disclosure Agreement	\$0.00
Nikola Corporation	Mutual Confidential Disclosure Agreement	\$0.00
Nikola Corporation	Master Battery Purchase Agreement	\$0.00
NIO USA Inc	Mutual Nondisclosure Agreement	\$0.00
Nissan North America Inc	Mutual Non-Disclosure Agreement	\$0.00
Noram Electrolysis Systems Inc	Mutual Non-Disclosure Agreement	\$0.00
NORR Architects & Engineers Limited	Unilateral Non-Disclosure Agreement	\$0.00
Northeast Controls Inc. dba NECI	Purchase Order No. PO011588 dated July 25, 2023, between HubCo and Northeast Controls Inc. dba NECI	\$165,729.42
Nouryon Chemicals LLC	Confidentiality Agreement	\$0.00
Nova Analytical Systems, A Unit of Tenova Goodfellow Inc.	Purchase Order No. PO008352 dated February 20, 2023, between HubCo and Nova Analytical Systems, A Unit of Tenova Goodfellow Inc.	\$30,094.21
Nrstor Inc	Mutual Confidentiality Agreement	\$0.00
Nth Cycle Inc	Mutual Non-Disclosure Agreement	\$0.00
Nucor Rebar Fabrication Northeast LLC	Subcontractor to MasTec	\$0.00
NV Umicore SA; Umicore NVSA	Subject: Amendment To Non-Disclosure Agreement	\$0.00
Nvent Thermal LLC	Unilateral Non-Disclosure Agreement	\$0.00
NXU Inc	Mutual Non-Disclosure Agreement	\$0.00
NXU Inc	Master Battery Purchase And Services Agreement	\$0.00
NYSDEC	State Pollutant Discharge Elimination System (SPDES) General Permit for Construction	\$0.00
NYSDEC	Special Use Permit for Black Mass Processing	\$0.00
NYSDEC	Special Permit for Bulk Storage Tanks	\$0.00
NYSDEC	No Exposure Certification (Under SPDES) - Warehouse Registration	\$0.00
NYSDEC	Air State Facility Permit	\$0.00
Oaktree Fund GP LLC; Oaktree Fund GP I LP; Oaktree Capital Management LP; Oaktree Value Opportunities Fund GP LP; Oaktree Special Situations Fund Iii GP Ltd; Oaktree Huntington Investment Fund Ii GP LP; Oaktree Value Opportunities Fund Holdings LP; Oaktree Opportunities Fund XR Holdings (Delaware) LP	Re: Confidentiality Agreement	\$0.00
OCADO SOLUTIONS CANADA	Battery Supply Agreement	\$0.00
Ocado Solutions USA Inc	Non-Disclosure Agreement	\$0.00
Ocado Solutions USA Inc	Battery Supply Agreement	\$0.00
Occupational Safety Consultants Inc	Mutual Non-Disclosure Agreement	\$0.00
Ocean Optics Inc	Mutual Non-Disclosure Agreement	\$0.00
OCL Systems LLC	Unilateral Non-Disclosure Agreement	\$0.00
OCL Systems LLC	Services Agreement	\$0.00
O'Connell Electric Company Inc	Mutual Non-Disclosure Agreement	\$0.00
Ohio Valley Charcoal LLC	Mutual Non-Disclosure Agreement	\$0.00



Assumed Contract Notice Party	Assumed Contract	Cure Amounts (\$USD)
Olympic West Fire Protection LLC; Newport Commercial Partners LLC	Multi-Party Non-Disclosure Agreement	\$0.00
Omnia Partners LLC	Membership And Confidentiality Agreement	\$0.00
Omnia Partners LLC; Fastenal Canada Ltd; Country Of The United States Of America Fastenal Company	Member-Supplier Joinder Agreement	\$57,616.62
Ondemand BHAM Inc	Mutual Non-Disclosure Agreement	\$0.00
One Consulting LLC	Sow No. 5	\$0.00
One Stop Janitorial & Office Supply Inc	Unilateral Non-Disclosure Agreement	\$0.00
One-Eighty Corp; Budds' Oakville Limit; Budds' Chevrolet Cadillac Buick GMC	Purchase Agreement	\$0.00
Oracle Canada ULC	Subscription Services Agreement	\$331,576.21
Oracle Canada ULC	Estimate	\$0.00
Oracle Canada ULC	Estimate	\$0.00
Oracle Canada ULC		\$0.00
Our Next Energy Inc	Mutual Non-Disclosure Agreement	\$0.00
Paccar Inc	Mutual Non-Disclosure Agreement	\$0.00
Panasonic Energy Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Panasonic Energy of North America; Panasonic Corporation of North America	Mutual Non-Disclosure Agreement	\$0.00
Pantone Investment Management Inc	Development Consulting, Finance Management And Services Agreement	\$0.00
Pantone Investment Management Inc	Development Consulting, Finance Management And Services Agreement	\$0.00
Paradigm Environmental Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Parkson Corporation	Mutual Non-Disclosure Agreement	\$0.00
Partners In Performance Canada Inc	Mutual Non-Disclosure Agreement	\$0.00
Paul M Tiger Esq; Andrea M Basham Esq; Pwc Us Business Advisory LLP; Freshfields Bruckhaus Deringer Us LLP	Engagement Letter	\$1,985,121.06
Pegasus Tech Ventures Inc	Mutual Non-Disclosure Agreement	\$0.00
Pen-Rob Inc; Waste Management of Arizona Inc		\$0.00
Peoplework Align Inc	Unilateral Non-Disclosure Agreement	\$0.00
Performance Associates International Inc	Unilateral Non-Disclosure Agreement	\$0.00
Performance Associates International Inc	Rochester Hub No. 1 Maintenance Computer-Based Training Program	\$0.00
Performance Associates International Inc	Rochester Hub No. 1 Operations Computer-Based Training Program	\$0.00
Performance Associates International Inc	Operational Area-Specific Modules	
Performance Associates International Inc	Rochester Hub No. 1 Operations Computer - Based Training Program Procedures Development	\$0.00
Performance Associates International Inc	Rochester Hub No. 1 Maintenance Computer-Based Training Program Procedures Development	\$0.00
Performance Associates International, Inc.	Rochester Hub No. 1 Operations And Maintenance Computer-Based Training Program, Basic Training Modules	\$253,065.71
Performance Associates International, Inc.	Rochester Hub No. 1 Operations And Maintenance Computer -Based Training Program, Training Instruction And Support	\$0.00
Performance Associates International, Inc.	Consulting services to develop the Project online training programs.	\$0.00
Perimeter 81 LLC	Mutual Non-Disclosure Agreement	\$0.00
Petromine; (Hong Kong) International Holding Limited	Mutual Non-Disclosure Agreement	\$0.00
Pike Company Inc; Pike Conductor DEV 1 LLC; Conductor Construction Management; Circle Street Investment Company; Conductor Development. LLC	Sublease Agreement	\$0.00
Pike Conductor DEV 1 LLC	Guaranty	\$0.00
Pike Conductor Dev 1 LLC; Ridgeway Properties I LLC	Appendix 2 Transfer Agreement And Certification	\$0.00
Pike Conductor Dev 1 LLC; Ridgeway Properties I LLC	Appendix 2 Transfer Agreement And Certification	\$0.00
Pike Conductor Dev 1, LLC	Warehouse Lease	\$5,181,409.37
Pike Conductor Dev I, LLC	Amended and Restated Ground Sublease Agreement, dated May 31, 2024, by and between Pike Conductor Dev I, LLC and HubCo for land consisting of approximately 24.795 acres, having an address at 55 McLaughlin Road, in the Town of Greece, Monroe County, New York, bearing tax map number 089.04-1- 3.3	\$0.00
Pike Conductor JV 1 LLC	Unilateral Non-Disclosure Agreement	\$0.00
Pike Conductor JV 1, LLC	Consulting Services Agreement dated June 12, 2023, between HubCo and Pike Conductor JV 1, LLC.	\$752,923.62
Pike Construction Services, Inc.	Standard Agreement and General Conditions Between Owner and Constructor, dated March 2, 2022, between HubCo and The Pike Company, Inc. (now Pike Construction Services, Inc.	\$1,612,955.94
Pinchin Ltd	Mutual Non-Disclosure Agreement	\$0.00
Pinchin Ltd	Re: Proposal For Environmental Consulting Services	\$0.00
Pinchin Ltd	Re: 2022 Npri Assessment And Reporting 158 Hagerman Avenue, Kingston, Ontario Pinchin File: 309394.001	\$0.00
Piston Automotive	Battery Supply Agreement	\$0.00
Planet Environmental Solutions, LLC	Battery Supply Agreement	\$0.00
Plinke GmbH	Mutual Confidentiality Agreement	\$0.00
Pneumatic Conveying Inc.	Purchase Order No. PO004024 dated May 25, 2022, as amended, between HubCo and Pneumatic Conveying Inc.	\$13,500.00
Pneuveyor Systems International Ltd.	Purchase Order No. PO009170 dated April 4, 2023, as amended, between HubCo and Pneuveyor Systems International Ltd.	\$90,590.30
Porsche Cars Canada Ltd	Mutual Nondisclosure Agreement	\$0.00
Portable Battery Recycling Limited	Mutual Non-Disclosure Agreement	\$0.00
Power & Rubber Supply Inc	Unilateral Non-Disclosure Agreement	\$0.00
Power Advocate Inc	Mutual Non-Disclosure Agreement	\$0.00
PowerCo SE	Mutual Non-Disclosure Agreement	\$0.00
Power-Flo Technologies Inc	Unilateral Non-Disclosure Agreement	\$0.00
Powin LLC	Battery Supply Agreement	\$0.00
Process Research Ortech Inc	Mutual Non-Disclosure Agreement	\$0.00
Produced Water Absorbents Inc; ProSep	Mutual Confidentiality Agreement	\$0.00
Progressive Recovery Inc	Mutual Non-Disclosure Agreement	\$0.00
Prolift Rigging Company LLC	Unilateral Non-Disclosure Agreement	\$0.00
Proofpoint Inc	Mutual Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Proprocess Engineering (Pty) Ltd	Mutual Non-Disclosure Agreement	\$0.00
Prospec Technologies Inc	Unilateral Non-Disclosure Agreement	\$0.00
Pt Arah Environmental Indonesia	Mutual Non-Disclosure Agreement	\$0.00
Pt Dharma Polimetal TBK	Mutual Non-Disclosure Agreement	\$0.00
Pt Indonesia Puqing Recycling Technology	Mutual Non-Disclosure Agreement	\$0.00
Pumpbiz Inc	Unilateral Non-Disclosure Agreement	\$0.00
Pure Filtration LLC	Unilateral Non-Disclosure Agreement	\$0.00
PZ UC Building Owner LLC	Guaranty	\$0.00
PZ UC Investor LLC; Double Z UC Owner LLC; PZ UC Building Owner LLC	1400 Urban Center, Birmingham, AL - Lease Agreement	\$0.00
Q30 Design Inc	Master Services Agreement	\$0.00
Q4 Inc; Peridot Acquisition Corp	Order Form	\$5,830.80
Quadbridge Inc	Mutual Non-Disclosure Agreement	\$0.00
Qualico Steel Company, Inc.	Purchase Order No. PO012660 dated September 11, 2023, between HubCo and Qualico Steel Company, Inc.	\$412,686.17
Qualico Steel Company, Inc.	Purchase Order No. PO012660 dated September 11, 2023, between HubCo and Qualico Steel Company, Inc.	\$0.00
Queen's University at Kingston	Unilateral Non-Disclosure Agreement	\$0.00
Quest Resource Management Group LLC	Nondisclosure Agreement	\$0.00
R&R Express Inc.	Operating support for the Americas Spokes	\$22,809.84
Radec Electric Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Ralph W Earl Co Inc	Unilateral Non-Disclosure Agreement	\$0.00
Ramboll Us Consulting Inc	Unilateral Non-Disclosure Agreement	\$0.00
Ramboll Us Consulting Inc	Re: Proposal For General Environmental Consulting Assistance ACTUALLY IT IS A MASTER ENVIRONMENTAL SERVICES AGREEMENT AND THE LINK IS WRONG	\$0.00
Ramboll Us Consulting Inc; Ramboll Americas Engineering Solutions Inc	Re: Master Environmental Services Agreement Dated February 1, 2023 (The "Agreement") Made Between Client And Ramboll Us Consulting. Inc	\$0.00
Ran Fire Protection Engineering PC	Confidentiality Agreement	\$0.00
Rand A Technology Corporation	Mutual Non-Disclosure Agreement	\$0.00
Rapid4Cloud Inc; Rapid4Cloud LLC	Confidentiality Agreement	\$0.00
Raymond Electric	Unilateral Non-Disclosure Agreement	\$0.00
RDI Inc	Mutual Non-Disclosure Agreement	\$0.00
Rebuild Optimation Technology LLC	Unilateral Non-Disclosure Agreement	\$0.00
Recycling Lives Limited	Mutual Non-Disclosure Agreement	\$0.00
Recycling Networks LLC	Mutual Non-Disclosure Agreement	\$0.00
Recyera LLC	Mutual Non-Disclosure Agreement	\$0.00
Red Rochester LLC	Guaranty	\$567,881.13
Redox Inc	Unilateral Non-Disclosure Agreement	\$0.00
Red-Rochester LLC	Eastman Business Park Utility Services Agreement Warehouse Facility	\$0.00
Red-Rochester LLC	Eastman Business Park Utility Services Agreement Hub Facility	\$0.00
Red-Rochester LLC; Pike Conductor DEV 1 LLC	Contribution Agreement For Li-Cycle Warehouse Project	\$0.00
Redux Recycling GmbH	Letter of Intent	\$0.00
Redwood Materials Inc	Mutual Non-Disclosure Agreement	\$0.00
Reelement Technologies Corporation	Mutual Confidentiality Agreement	\$0.00
Refuse Recycled Materials Inc	Mutual Non-Disclosure Agreement	\$0.00
Renewance Inc	Mutual Non-Disclosure Agreement	\$0.00
Renu Wireless LLC	Notice Of Assignment	\$0.00
Renu Wireless LLC	Master Battery Purchase And Services Agreement	\$0.00
RHEO Engineering LLC	Mutual Non-Disclosure Agreement	\$0.00
Richard Automation, LLC dba TXLA Systems	Purchase Order No. PO013010 dated September 26, 2023, between HubCo and Richard Automation,LLC dba TXLA Systems	\$418,524.93
Ridgeway Properties I LLC	Re: 50 And 205 McLaughlin Road, Town Of Greece, Monroe County, New York	\$0.00
Ridgeway Properties I LLC	Easement Agreement	\$0.00
Ridgeway Properties I LLC	Guaranty	\$0.00
Ridgeway Properties I LLC	Purchase Order No. PO007689 dated January 13, 2023, between HubCo and Ridgeway Properties I LLC	\$0.00
Ridgeway Properties I LLC; Conductor Property Management LLC	205 McLaughlin Road Rochester, NY - Ground Lease Agreement	\$916,462.25
Ridgeway Properties I LLC; Conductor Property Management LLC	205 McLaughlin Road Rochester, NY - Amendment To Ground Lease Agreement	\$0.00
Riverbend Energy Transition LLC	Re: Confidentiality Agreement	\$0.00
Rivian Automotive LLC	Mutual Non-Disclosure Agreement	\$0.00
RJ International Group LLC	Mutual Non-Disclosure Agreement	\$0.00
Rob Schenkel Company	Sales Order For Li-Cycle Corp	\$0.00
Robert E. Fuhr	Unilateral Non-Disclosure Agreement	\$0.00
Robert Irish	Unilateral Non-Disclosure Agreement	\$0.00
Robert McGee Photography	Unilateral Non-Disclosure Agreement	\$0.00
Robison Contracting Inc	Mutual Non-Disclosure Agreement	\$0.00
Rocha Corp	Mutual Non-Disclosure Agreement	\$6,123.37
Rocha Corp	Master Services Agreement	\$0.00
Rocha Corp; Li-Cycle Li-Cycle Inc	Master Services Agreement	\$0.00
Rochester Silver Works LLC	Mutual Non-Disclosure Agreement	\$0.00
Roland Berger LP	Unilateral Non-Disclosure Agreement	\$0.00
Roland Berger LP	Engagement letter: Project Yosemite	\$0.00
Roland Berger LP; Peridot Acquisition Corp	Third-Party Access Agreement	\$0.00
Romeo Systems Inc	Mutual Nondisclosure Agreement	\$0.00
Rootcloud Technology (Singapore) PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
Rotajet Systems Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Rotating Equipment Repair Inc	Mutual Non-Disclosure Agreement	\$0.00
RPR Environmental	Unilateral Non-Disclosure Agreement	\$0.00
RPS Composites Ontario Inc.	Purchase Order No. PO012519 dated September 1, 2023, between HubCo and RPS Composites Ontario Inc.	\$282,342.14
RSR Partners LLC; Regency Technologies	Mutual Non-Disclosure, Confidentiality Agreement	\$0.00
Ruf Us Inc; Ruf Briquetting System	Unilateral Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Ruglen Consulting Inc	Confidentiality Agreement	\$0.00
Ruhrpumpen Inc.	Purchase Order No. PO007270 dated December 12, 2022, between HubCo and Ruhrpumpen Inc.	\$110,620.35
RXO Freight Forwarding Inc	Mutual Non-Disclosure Agreement	\$0.00
Ryan Transportation Service Inc	Mutual Non-Disclosure Agreement	\$0.00
S&P Global Market Intelligence LLC	Capital markets intelligence service	\$15,132.62
Safe T Professionals LLC	Mutual Non-Disclosure Agreement	\$0.00
Safety Consulting & Training Services LLC	Unilateral Non-Disclosure Agreement	\$0.00
Safety-Kleen Sustainability Solutions; Clean Harbors Environmental Services Inc	Re: Mutual Confidentiality Agreement	\$0.00
Safetyskills LLC	License Agreement	\$0.00
Saltex LLC	Mutual Non-Disclosure Agreement	\$0.00
Saltworks Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Samsung SDI Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Samtgemeinde Dorpen	Unilateral Non-Disclosure Agreement	\$0.00
Santander US Capital Markets LLC	Confidentiality Agreement	\$0.00
Saritasa LLC	Unilateral Non-Disclosure Agreement	\$0.00
Schneider Electric USA	Battery Supply Agreement	\$0.00
Schnitzer Steel Industries Inc	Confidential Non-Disclosure Agreement	\$0.00
Schuler-Haas Electric Corporation	Unilateral Non-Disclosure Agreement	\$0.00
Sciaps Inc	Unilateral Non-Disclosure Agreement	\$0.00
Se Recycling Ltd	Mutual Non-Disclosure Agreement	\$0.00
Seatex LLC	Mutual Nondisclosure Agreement	\$0.00
Sebitchem Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Setsco Services Pte Ltd	Unilateral Non-Disclosure Agreement	\$0.00
SG Americas Securities LLC		\$0.00
SGM Magnetics Spa	Mutual Non-Disclosure Agreement	\$0.00
Sharp Construction LLC	Unilateral Non-Disclosure Agreement	\$0.00
Shepherd CMMS	Shepherd Software License Agreement	\$0.00
Shepherd CMMS	Mutual Non-Disclosure Agreement	\$0.00
Shepherd OU	Re: January 23 Notice Of Termination	\$0.00
Shred-Tech Corporation	Mutual Non-Disclosure Agreement	\$0.00
Shred-Tech Corporation	Term Sheet For Master Equipment Supply Agreement	\$0.00
Shred-Tech Corporation	Payment Agreement	\$61,709.04
Shrier-Martin Process Equipment Inc	Unilateral Non-Disclosure Agreement	\$0.00
Shutts Productions LLC	Unilateral Non-Disclosure Agreement	\$0.00
Shutts Productions LLC	First Amendment To Unilateral Non-Disclosure Agreement	\$0.00
Siebtechnik TEMA Inc	Unilateral Non-Disclosure Agreement	\$0.00
Siemens Financial Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Siemens Industry, Inc.	Purchase Order No. PO005079 dated July 29, 2022, as amended, between HubCo and Siemens Industry, Inc.; and Purchase Order No. PO010231 dated May 26, 2023, between HubCo and Siemens Industry, Inc.	\$780,586.00
Sierra Energy Corporation; Hunt Innovative Technologies LLC	Multi-Party Non-Disclosure Agreement	\$0.00
Signature Video Group Inc	Unilateral Non-Disclosure Agreement	\$0.00
Sims Recycling Solutions Inc; Sims Lifecycle Services	Notice Of Assignment	\$0.00
SK Battery America Inc	Confidentiality Agreement	\$0.00
SK Battery America Inc	Confidentiality Agreement	\$0.00
SK Ecoplant Co Ltd; Tes-Amm Singapore Pte Ltd	Confidentiality Agreement	\$0.00
SK On Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
SK On Co Ltd	Confidentiality Agreement	\$0.00
SKF USA Inc	Unilateral Non-Disclosure Agreement	\$0.00
Skinny Labs Inc	Mutual Non-Disclosure Agreement	\$0.00
Smartcat Platform Inc	Mutual Non-Disclosure Agreement	\$0.00
SMC Industrial PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
SMC Industrial PTE Ltd	Sales Agreement For Shredded Bi-Cell Scrap Contract	\$0.00
Solirsa Soluciones Integrales En Reciclaje SA	Mutual Non-Disclosure Agreement	\$0.00
Solium Capital ULC dba Shareworks	Long-term incentive plan facilitation platform	\$8,749.23
Solvay Chemicals Inc	Mutual Non-Disclosure Agreement	\$0.00
Source Inc	Terms And Conditions	\$0.00
Southwest Research Institute	Mutual Non-Disclosure Agreement	\$0.00
Specialty Metal Exchange, Inc	Battery Supply Agreement	\$0.00
Spectrum Analytics LLC	Unilateral Non-Disclosure Agreement	\$0.00
Spiroflow Systems, Inc.	Purchase Order No. PO006002 dated September 28, 2022, between HubCo and Spiroflow Systems, Inc.	\$397,200.80
Splento Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Spraying Systems Co	Unilateral Non-Disclosure Agreement	\$0.00
SPX Flow Us LLC	Mutual Non-Disclosure Agreement	\$13,560.00
SQM Potasio SA	Confidentiality Agreement	\$0.00
Sr Korea Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
SSI Shredding Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00
Stantec Consulting Services Inc	Mutual Non-Disclosure Agreement	\$0.00
Stantec Consulting Services Inc	Master Services Agreement	\$0.00
Statewide Aquastore Inc	Unilateral Non-Disclosure Agreement	\$0.00
Status Labs Inc	Bilateral Nondisclosure Agreement	\$0.00
Steinert Us Inc	Mutual Non-Disclosure Agreement	\$0.00
Stelco Inc; IR2 Holdings LLC	Confidentiality Agreement Joinder In Respect Of Transaction Between Li-Cycle And Ir2	\$0.00
Stella Energy Solutions LLC	Mutual Confidentiality And Non-Disclosure Agreement	\$0.00
Stephen Monk Law Professional Corporation	Ceolaw Engagement Letter	\$0.00
Sterlitech Corporation	Mutual Non-Disclosure Agreement	\$0.00
STIC Investments Inc	Confidentiality Agreement	\$0.00
Stinson LLP; Wood River Capital LLC; B Riley Securities Inc	Letter Agreement (The "Agreement")	\$0.00
Stonhard Manufacturing Company Inc	Unilateral Non-Disclosure Agreement	\$0.00
Storage & Transfer Technologies Inc	Unilateral Non-Disclosure Agreement	\$0.00
Storage Equipment Systems Inc	Unilateral Non-Disclosure Agreement	\$0.00

Assumed Contract Notice Party	Assumed Contract	Cure Amounts (\$USD)
Strand Composites LLC	Purchase Order No. PO002856 dated February 2, 2022, between HubCo and Strand Composites LLC	\$458,756.07
Strategic Asset Management Inc.	Consulting services to develop Project maintenance framework	\$8,000.00
Suez WTS Solutions USA Inc	Mutual Confidentiality Agreement	\$0.00
Sullivan Productions LLC	Unilateral Non-Disclosure Agreement	\$0.00
Sulzer Pumps Solutions Inc	Unilateral Non-Disclosure Agreement	\$0.00
Sumitomo Corporation Power & Mobility Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
Sun Environmental Corp	Mutual Non-Disclosure Agreement	\$0.00
Sunbelt Rentals Inc	Mutual Non-Disclosure Agreement	\$0.00
Sungeel Hitech Co Ltd	Re: Confidentiality Agreement	\$0.00
Sungrid Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Sunnking Inc	Mutual Non-Disclosure Agreement	\$0.00
Sunteck Transport Co., LLC	Battery Supply Agreement	\$0.00
Sure Power Inc	Mutual Non-Disclosure Agreement	\$0.00
Sustainable Development Technology Corporation; The National Research Council Of Canada and Li-Cycle Corp	Novated Project Funding Agreement	\$0.00
Suzhou Botree Cycling Sci & Tech Co Ltd	Mutual Non-Disclosure Agreement	\$0.00
SV-BBB Holdings Inc dba BBB Industries LLC	Battery Supply Agreement	\$0.00
Syrah Technologies LLC; Traxys North America LLC	Confidential Non-Binding Letter Of Intent	\$0.00
Taiga Motors Inc	Mutual Non-Disclosure Agreement	\$0.00
Taku Kumabe	Unilateral Non-Disclosure Agreement	\$0.00
Talga Technologies Limited	Mutual Non-Disclosure Agreement	\$0.00
Tambe Electric Inc	Unilateral Non-Disclosure Agreement	\$0.00
Tambe Electric Inc.	Installation of IT related equipment (wire racking and fit out)	\$0.00
Tams LLC	Mutual Non-Disclosure Agreement	\$0.00
Tartaglia Railroad Services, Inc.	Purchase Order No. PO006084 dated October 3, 2022, between HubCo and Tartaglia Railroad Services, Inc. and related Construction Agreement	\$0.00
TATA Chemicals Soda Ash Partners LLC	Mutual Non-Disclosure Agreement	\$0.00
Tavits Photography LLC	Unilateral Non-Disclosure Agreement	\$0.00
Taxan Biz PTE Ltd	Mutual Non-Disclosure Agreement	\$0.00
Taxan Biz PTE Ltd	First Amendment To Refund And Release	\$0.00
TDX Associates LP	Mutual Non-Disclosure Agreement	\$0.00
TEC Engineering Associates Inc	Unilateral Non-Disclosure Agreement	\$0.00
Tech Sonic LP	Mutual Non-Disclosure Agreement	\$0.00
Tem BLA sti Co Ltd; Ganzhou Tengyuan Cobalt New Material Co Ltd	Mutual Confidentiality Agreement	\$0.00
Terillium; Computer Technology Resources Inc; Path Infotech; Propero Consulting	Project Change Document	\$0.00
Terracon Consultants Inc	Mutual Non-Disclosure Agreement	\$23,200.00
Terrence G Hammons Jr	Mutual Non-Disclosure Agreement	\$0.00
Tesla Inc	Notice Of Assignment	\$0.00
Tesla Inc	Battery Recycling And Disposal Agreement	\$0.00
Tesla Inc	Amendment To The Battery Recycling And Disposal Agreement (The "Amendment")	\$0.00
Tesla Inc	Amendment No. 3 To The Battery Recycling And Disposal Agreement	\$0.00
Tesla Inc	Amendment No. 2 to the Battery Recycling and Disposal Agreement (the "Amendment")	\$0.00
Tesla Inc	Amendment No. 4 To The Battery Recycling And Disposal Agreement	\$7,430,110.19
Tesla Inc.	Battery Recycling and Disposal Agreement dated April 3, 2019 between Tesla, Inc. and Li-Cycle Corp., as amended, including the amendments to add Li-Cycle Inc. as a party, replacing Li-Cycle Corp. with Li-Cycle Americas Corp.. This agreement was assigned by Li-Cycle Americas Corp. and Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around May 2023.	\$0.00
Tesla Inc; Glencore Ltd	Multiparty Non-Disclosure Agreement	\$0.00
Tesla Motors Canada ULC	Battery Supply Agreement	\$0.00
The Board of Trustees of The University of Alabama; The University of Alabama	Dual-Party Confidentiality And Non-Disclosure Agreement	\$0.00
The Clemmer Group Incorporated	Unilateral Non-Disclosure Agreement	\$0.00
The Corporation of The City of Kingston	Re: Amendment Of Timing Of Waiver Of Purchaser'S Condition	\$0.00
The Corporation of the City of Kingston; Beeker Property Group	Re: Confirmation Of Confidentiality Of The Purchase Agreement (As Defined Below)	\$0.00
The Empire Crane Company LLC	Unilateral Non-Disclosure Agreement	\$0.00
The Estabrook Corporation	Unilateral Non-Disclosure Agreement	\$0.00
The Fairfax Companies LLC	Mutual Non-Disclosure Agreement	\$0.00
The Hiller Companies LLC	Mutual Non-Disclosure Agreement	\$0.00
The Horsburgh & Scott Co	Unilateral Non-Disclosure Agreement	\$0.00
The Kinetic Co Inc	Mutual Non-Disclosure Agreement	\$0.00
The Lion Electric Company	Mutual Nondisclosure Agreement	\$0.00
The Pike Company Inc	Confidentiality Agreement	\$0.00
The Raymond Corporation	Battery Supply Agreement	\$0.00
The Sheridan College Institute of Technology and Advanced Learning	Mutual Non-Disclosure Agreement	\$0.00
Thermon Inc	Unilateral Non-Disclosure Agreement	\$0.00
Thomson Reuters Enterprise Centre GmbH	Mutual Non-Disclosure Agreement	\$0.00
Thomson Reuters Enterprise Centre GmbH	Order Form	\$0.00
thyssenkrupp Materials NA, Inc.	Mutual Non-Disclosure Agreement	\$0.00
Tiger Capital Group LLC	Unilateral Non-Disclosure Agreement	\$0.00
Tiger Capital Group LLC	Unilateral Non-Disclosure Agreement	\$0.00
Timbercreek Capital Inc; The Corporation Of The City Of Kingston	Re: Confirmation Of Confidentiality Of The Purchase Agreement (As Defined Below)	\$0.00
Tm Engineering Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Tomlinson Environmental Services Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Town of Greece	Site Plan Approval Package – Facility	\$0.00
Town of Greece	Grading Permit	\$0.00
Town of Greece	Foundation Permit – Facility	\$166,000.00
Town of Greece	Sewer Connection Permit - Facility	\$0.00
Town of Greece	Construction Trailers Permit - Facility	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Town of Greece	Site Plan Approval package - Warehouse	\$0.00
Town of Greece	Foundation Permit - Warehouse	\$0.00
Town of Greece	Construction Trailers Permit - Warehouse	\$0.00
Town of Greece	Application for subdivision associated with the Facility and Warehouse land	\$0.00
Town of Greece	Site Utility Permit	\$0.00
Town of Greece (based on New York State laws)	RED Rochester Waste Characterization Approval (Industrial Sewer)	\$0.00
Town of Greece (based on New York State requirements)	State Environmental Quality Review Act (SEQRA)	\$0.00
Toyota Industries Commercial Finance, Inc.	Operations-related forklift for the Americas Spoke	\$9,927.01
Toyota Material Handling Inc	Mutual Non-Disclosure Agreement	\$0.00
Toyota Motor North America Inc	Notice Of Assignment	\$0.00
Toyota Tsusho America Inc	Mutual Non-Disclosure Agreement	\$0.00
TPG Global LLC	Mutual Non-Disclosure Agreement	\$0.00
Traffic Tech Inc	Mutual Non-Disclosure Agreement	\$0.00
Trane U.S. Inc.	Purchase Order No. PO008432 dated February 17, 2023, as amended, between HubCo and Trane U.S. Inc.	\$1,698,281.97
Transpak Inc	Mutual Non-Disclosure Agreement	\$0.00
Triangle Logistics Solutions Inc	Mutual Non-Disclosure Agreement	\$0.00
Trident Acquisitions Corp.	Nondisclosure Agreement	\$0.00
Trillium Measurement And Control Inc	Unilateral Non-Disclosure Agreement	\$0.00
Trinova Inc	Unilateral Non-Disclosure Agreement	\$0.00
Triple P RTS LLC	Confidentiality Agreement	\$0.00
Tri-State Overhead Crane; Tri-State Equipment Company Inc	Unilateral Non-Disclosure Agreement	\$0.00
Tropic Technologies Inc	Unilateral Non-Disclosure Agreement	\$0.00
Trudi Marie Kathleen Ford	Unilateral Non-Disclosure Agreement	\$0.00
Trustana Vietnam Co Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Tucson Electric Power Company; Arizona Public Service Company	Multi-Party Unilateral Non-Disclosure Agreement	\$0.00
Tulip Interfaces Inc	Mutual Non-Disclosure Agreement	\$0.00
Turner & Townsend Canada Inc	Confidentiality Agreement	\$0.00
Tuscaloosa County Industrial Development Authority	Confidentiality And Non-Disclosure Agreement	\$0.00
TUV SUD America Inc	Confidentiality Agreement	\$0.00
TUV Sud Vietnam Co Ltd	Unilateral Non-Disclosure Agreement	\$0.00
TWD Technologies Ltd	Unilateral Non-Disclosure Agreement	\$8,782.20
U&S Services LLC	Unilateral Non-Disclosure Agreement	\$0.00
UDN, Inc.	Construction Agreement dated June 3, 2022 between HubCo and UDN, Inc.	\$1,052,667.12
Uline Inc	Unilateral Non-Disclosure Agreement	\$0.00
Umicore NV	Contract pertaining to Export of waste, destined for (interim) recovery from the EU	\$0.00
Uni Energy Inc	Mutual Non-Disclosure Agreement	\$0.00
Uni Master Pulin Energy Company Limited	Mutual Non-Disclosure Agreement	\$0.00
United Rentals (North America), Inc.	Purchase Order No. PO014005 dated November 17, 2023, between HubCo and United Rentals (North America), Inc.	\$19,829.43
Univar Solutions Canada Ltd	Mutual Non Disclosure Agreement	\$0.00
Univar Solutions USA Inc	Waste Handling Agreement	\$0.00
Univar Solutions USA Inc	Request For Consent To Assignment	\$0.00
Univar Solutions USA, Inc.	Waste Handling Agreement dated March 4, 2022, between Univar Solutions USA Inc. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around April 2023	\$14,240.98
University of Windsor	Unilateral Non-Disclosure Agreement	\$0.00
Upstate Commercial Realty Services LLC	Mutual Non-Disclosure Agreement	\$0.00
US EPA	US EPA Small Quantity Hazardous Waste Generator Status	\$0.00
US Protection Service LLC, dba Royce-US Protection Service	Purchase Order No. PO013761 dated November 3, 2023, as amended, between HubCo and US Protection Service LLC, dba Royce-US Protection Service	\$29,098.78
USA Lamp; Ballast Recycling Inc; Cleanlites Recycling Inc	Mutual Non-Disclosure Agreement	\$0.00
VACO LLC	Mutual Non-Disclosure Agreement	\$0.00
Vactor Manufacturing LLC	Unilateral Non-Disclosure Agreement	\$0.00
Valerian Advisory Ltd	Unilateral Non-Disclosure Agreement	\$0.00
Valmet Automotive EV Power Ltd	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	\$0.00
Various Counterparties/Suppliers	Counterparties/Suppliers that are owed <US\$ 5,000 each (~190 parties)	\$222,505.88
VC3 Inc	Mutual Non-Disclosure Agreement	\$0.00
Vega Americas Inc	Unilateral Non-Disclosure Agreement	\$0.00
Vehicle Energy America Inc	Mutual Non-Disclosure Agreement	\$0.00
Veolia ES Canada Industrial Services	Agreement for the Provision of Waste Services dated December 15, 2020 between Veolia ES Industrial Services Canada Inc. and Li-Cycle Corp	\$0.00
Veolia Es Canada Industrial Services Inc	Request For Consent To Assignment	\$0.00
Veolia Es Canada Industrial Services Inc	Amendment To Agreement For The Provision Of Waste Services	\$0.00
Veolia Es Technical Solutions LLC	Amendment	\$0.00
Veolia ES Technical Solutions, LLC.	Mutual Non-Disclosure Agreement	\$0.00
	Recycling/Reclamation Services Agreement, dated March 24, 2022, between Veolia ES Technical Solutions, L.L.C. and Li-Cycle Inc., which was assigned by Li-Cycle Inc. to Li-Cycle U.S. Inc. in or around April 2023	\$9,584.08
Veolia Water Technologies, Inc.	Purchase Order No PO001999, dated as of December 8, 2021 between HubCo and Veolia Water Technologies, Inc.	\$521,441.02
Veoride Inc	Mutual Non-Disclosure Agreement	\$0.00
Vertiv Canada ULC	IT-related services for the head office	\$5,442.84
Vesco Oil Corporation	Mutual Non-Disclosure Agreement	\$0.00
Vibrascreener Inc	Mutual Non-Disclosure Agreement	\$0.00
Videray Technologies Inc	Mutual Non-Disclosure Agreement	\$0.00
Vietnam Link-Win Company Limited	Mutual Non-Disclosure Agreement	\$0.00
Vines Energy Solutions Joint Stock Company	Master Non-Disclosure Agreement	\$0.00
Vines Energy Solutions Joint Stock Company	Mutual Non-Disclosure Agreement	\$0.00
Vinfast Trading And Production Joint Stock Company	Mutual Non-Disclosure Agreement	\$0.00

<b>Assumed Contract Notice Party</b>	<b>Assumed Contract</b>	<b>Cure Amounts (\$USD)</b>
Vintec Acoustics	Unilateral Non-Disclosure Agreement	\$0.00
Virginia Transformer Corporation	Purchase Order No. PO005635 dated September 7, 2022, between HubCo and Virginia Transformer Corporation	\$625,650.50
Viridi Global; 11667688 Canada Inc	Unilateral Non-Disclosure Agreement	\$0.00
Viridi Parente Inc; Volta Energy Products Inc; Green Machine Equipment Inc	Mutual Confidentiality Agreement	\$0.00
Vobis LLC	Mutual Non-Disclosure Agreement	\$0.00
Volery Capital Management LLC; Sustainable Development Capital LLP	Re: Confidentiality Agreement	\$0.00
Volkswagen Group Canada	Battery Supply Agreement	\$0.00
Volkswagen Group Canada Inc	Notice Of Assignment	\$0.00
Volkswagen Group Canada Inc	Second Amendment To Payment Agreement	\$0.00
Volkswagen Group Canada Inc	First Amendment To Payment Agreement	\$0.00
Volkswagen Group Canada Inc	Payment Agreement	\$0.00
Volta Power Systems	Battery Supply Agreement	\$0.00
Vulcain SAS; Arosa Capital Management LP; Societe Nouvelle D'Affinage Des Metaux	Joinder To Confidentiality Agreement	\$0.00
Vulcain SAS; Societe Nouvelle D'Affinage Des Metaux	Re: Confidentiality Agreement	\$0.00
Wabtec Transportation Systems LLC	Mutual Non-Disclosure Agreement	\$0.00
Wabtec Transportation Systems LLC	First Amendment To Mutual Non-Disclosure Agreement	\$0.00
Walnut Metal LLC	Mutual Non-Disclosure Agreement	\$0.00
Warren RUPP Inc	Unilateral Non-Disclosure Agreement	\$0.00
Waste Connections Of Canada Inc	Request For Consent To Assignment	\$0.00
Waste Management Arizona Inc	Notice Of Assignment	\$0.00
Waste Management of New York, LLC	Battery Supply Agreement	\$0.00
Waste Technology Services Inc	Mutual Non-Disclosure Agreement	\$0.00
We Recycle Solar Inc	Mutual Non-Disclosure Agreement	\$0.00
Weber Ultrasonics America LLC	Mutual Non-Disclosure Agreement	\$0.00
Weir Slurry Group Inc	Mutual Non-Disclosure Agreement	\$0.00
Wells Fargo Securities Canada Ltd	Confidentiality Agreement	\$0.00
Western Oilfields Supply Company; Rain for Rent	Mutual Non-Disclosure Agreement	\$0.00
Westpro Machinery Inc	Mutual Non-Disclosure Agreement	\$0.00
Westwin Elements Inc	Re: Mutual Confidentiality Agreement	\$0.00
White & Case LLP	Re: Work Order De-Wo01-22Lp01012 - Sponsor Payment Letter For Legal Services To Be Provided To The United States Department Of Energy In Connection With The Atvm Direct Loan Financing Of Li-Cycle Corp. (Or One Of Its Subsidiaries Or Affiliates)	\$0.00
Whittier Filtration, Inc.	Purchase Order No. PO007929 dated January 31, 2023, between HubCo and Whittier Filtration, Inc.	\$523,541.94
Wiley Rein LLP	Mutual Non-Disclosure Agreement	\$0.00
Win-Mar Freight Management Inc	Unilateral Non-Disclosure Agreement	\$0.00
Wirtschaftsforderung Land Brandenburg GmbH	Mutual Non-Disclosure Agreement	\$0.00
Wirtschaftsforderung Sachsen GmbH	Unilateral Non-Disclosure Agreement	\$0.00
Wis International Inc; Retail Services Wis Corporation	Mutual Non-Disclosure Agreement	\$0.00
Wisk Aero LLC	Mutual Non-Disclosure Agreement	\$0.00
Wisteria Information Technologies LLC	Unilateral Non-Disclosure Agreement	\$0.00
Wm Industrial Pumps LLC	Unilateral Non-Disclosure Agreement	\$0.00
Wood Group USA Inc	Mutual Non-Disclosure Agreement	\$0.00
Workplace Safety & Prevention Services	Unilateral Non-Disclosure Agreement	\$0.00
Workplace Safety & Prevention Services	Statement Of Service	\$0.00
Workplace Safety & Prevention Solutions	Statement Of Work	\$0.00
World Resources Company	Confidentiality Agreement	\$0.00
WSP USA Environment & Infrastructure Inc	Mutual Non-Disclosure Agreement	\$0.00
WW Grainger Inc	Unilateral Non-Disclosure Agreement	\$0.00
WYCO Mechanical LLC	Unilateral Non-Disclosure Agreement	\$0.00
XALT Energy Mi LLC	Mutual Non-Disclosure Agreement	\$0.00
X-Batt Inc	Mutual Non-Disclosure Agreement	\$0.00
XOS Fleet Inc	Mutual Non-Disclosure Agreement	\$0.00
XPS Expert Process Solutions	Mutual Non-Disclosure Agreement	\$0.00
XPS Expert Process Solutions	Mutual Non-Disclosure Agreement	\$0.00
York Fluid Controls Limited	Unilateral Non-Disclosure Agreement	\$0.00
Young Poong Corp	Mutual Non-Disclosure Agreement	\$0.00
Zack Nelson	Unilateral Non-Disclosure Agreement	\$0.00
Zack Nelson	Social Media Services Agreement	\$0.00
Zenith Manufacturing & Chemical Corporation	Mutual Non-Disclosure Agreement	\$0.00
Zetlin & De Chiara LLP	Engagement Letter	\$247,855.50
Zipline International Inc	Mutual Non-Disclosure Agreement	\$0.00
ZOOX Inc; Zoox Labs Inc	Mutual Confidentiality And Nondisclosure Agreement	\$0.00
ZUCK Photography	Unilateral Non-Disclosure Agreement	\$0.00

**Exhibit 5**

**Cure Amounts Objection Notice**

### CURE AMOUNTS OBJECTION NOTICE

We hereby give you notice of our intention to dispute the Cure Amounts set forth in the Cure Amounts Notice dated \_\_\_\_\_ issued in respect of our Assumed Contract(s).

We assert that the Cure Amounts with respect to the Assumed Contract(s) set forth in the Cure Amounts Notice are:

\_\_\_\_\_  
\_\_\_\_\_

**Reasons for Dispute** (attach extra sheets and copies of all supporting documentation if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Assumed Contract Notice Party: \_\_\_\_\_

\_\_\_\_\_

(Signature of individual completing this Dispute)

\_\_\_\_\_

Date

\_\_\_\_\_  
(Please print name)

Telephone Number:

\_\_\_\_\_

E-mail address:

\_\_\_\_\_

Full Mailing Address:

\_\_\_\_\_

\_\_\_\_\_



**THIS FORM MUST BE RETURNED TO THE MONITOR SUCH THAT IT IS RECEIVED  
NO LATER THAN 5:00 P.M. (TORONTO TIME) ON JUNE 24, 2025.**

**THIS FORM MUST BE RETURNED TO:**

Alvarez & Marsal Canada Inc.,  
in its capacity as Court-appointed monitor of the Applicants  
Royal Bank Plaza, South Tower  
200 Bay Street, Suite 3501  
Toronto, ON M5J 2J1

E-mail: [LiCycle@alvarezandmarsal.com](mailto:LiCycle@alvarezandmarsal.com)

with a copy to:  
Osler, Hoskin & Harcourt LLP  
100 King Street West  
First Canadian Place, Suite 6200  
Toronto, ON M5X 1B8  
Attention: Michael De Lellis / Martino Calvaruso  
Email: [mdelellis@osler.com](mailto:mdelellis@osler.com) / [mcalvaruso@osler.com](mailto:mcalvaruso@osler.com)