
SELLERS' DISCLOSURE SCHEDULE
TO THE
EQUITY AND ASSET PURCHASE AGREEMENT
by and among
GLENCORE CANADA CORPORATION,
as Buyer,
and
LI-CYCLE HOLDINGS CORP.
and the other Persons listed on Schedule I thereto,
as the Sellers

Dated as of May 14, 2025

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This Sellers' Disclosure Schedule (the "Sellers' Disclosure Schedule") is delivered in connection with the execution and delivery of that certain Equity and Asset Purchase Agreement, dated as of May 14, 2025 (the "Agreement") by and among Glencore Canada Corporation ("Buyer") and Li-Cycle Holdings Corp. ("Seller Parent") and each of the other Persons set forth on Schedule I thereto (each, including Seller Parent, a "Seller" and collectively with Seller Parent, the "Sellers"). This Sellers' Disclosure Schedule shall be deemed attached to and form a part of the Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement. Any attachments to this Sellers' Disclosure Schedule are incorporated by reference as if set forth fully herein. The information contained in this Sellers' Disclosure Schedule is current as of the Agreement Date.

Nothing in this Sellers' Disclosure Schedule is intended to broaden the scope of any representation, warranty or covenant of Sellers contained in the Agreement. This Sellers' Disclosure Schedule shall not be construed as, is not intended to constitute, and shall not be construed as constituting, representations or warranties of Sellers. Any fact or item that is disclosed in any Schedule to this Sellers' Disclosure Schedule in a way as to make its relevance or applicability to information called for by any other Schedule to this Sellers' Disclosure Schedule reasonably apparent on the face of such disclosure shall be deemed to be disclosed in such other Schedule, notwithstanding the omission of a reference or cross-reference thereto.

The inclusion of an item in this Sellers' Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission by any party, as applicable, that such item (or any non-disclosed item or information of comparable or greater significance) represents an exception or material fact, event or circumstance or that such item constitutes or would reasonably be expected to have a Material Adverse Effect on the Sellers or that such item or fact will in fact exceed any applicable threshold limitation set forth in the Agreement. The inclusion of any matter, information or item in this Sellers' Disclosure Schedule shall not be deemed to constitute an admission of any liability by Sellers to any third party, any Governmental Body, under any Law or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of the Agreement.

Reference to a document in this Sellers' Disclosure Schedule shall be deemed to incorporate by reference all schedules, exhibits and annexes to such document, in each case so long as they have been made available to Buyer. The information about Contracts, Permits, licenses or similar documents or instruments, or reports or documents listed in this Sellers' Disclosure Schedule is for identification purposes and is not intended to summarize the terms of such documents. Where the terms and conditions of Contracts, Permits, licenses or similar documents or instruments are referenced, summarized or described in this Sellers' Disclosure Schedule, such reference, summary or description does not purport to be a complete statement of the terms or conditions of such Contracts, Permits, licenses or similar documents or instruments and such reference, summary or description is qualified in its entirety by the specific terms and conditions of such Contracts, Permits, licenses or similar documents or instruments, in each case, so long as they have been made available to Buyer. This Sellers' Disclosure Schedule may contain information which is not specifically required by the Agreement and has been disclosed for informational purposes only.

Headings and subheadings have been inserted herein for reference purposes only and are not intended to limit the effect of the disclosures contained in this Sellers' Disclosure Schedule or to expand the scope of information required to be disclosed in this Sellers' Disclosure Schedule, and shall not affect in any way the meaning or interpretation of the Sellers' Disclosure Schedule or the Agreement.

None of the Parties to the Agreement hereby assumes any responsibility to any Person that is not a Party to the Agreement for the accuracy of any information contained herein. The information was not prepared or disclosed with a view to its potential disclosure to others. Subject to applicable Law, this information is disclosed in confidence for the purposes contemplated in the Agreement and is subject to the confidentiality agreement entered into between the Parties on March 8, 2025, and any other confidentiality obligations between or among any of the Parties to the Agreement.

Section 2.2(r)
Other Purchased Assets.

1. All Insurance Proceeds or any right to receive such proceeds in connection with the fire at the NY Spoke's Warehouse, disclosed in Item 5 of Section 4.4(a) of this Sellers' Disclosure Schedule.

Section 2.4
Excluded Assets.

(a)

1. North America Black Mass & Refined Products Allocation Agreement dated March 25, 2024, among Li-Cycle Holdings Corp., Li-Cycle U.S. Inc., Li-Cycle Inc, HubCo, Traxys and Glencore Ltd.
2. Refined Products—Second Amended and Restated Marketing, Logistics and Working Capital Agreement, dated as of October 30, 2024, by and among Traxys, Li-Cycle U.S. Inc. and HubCo.
3. Black Mass—Second Amended and Restated Marketing, Logistics and Working Capital Agreement, dated as of October 30, 2024, by and among Traxys, Li-Cycle U.S. Inc. and Li-Cycle, Inc.
4. Nickel Sulphate Off-Take Agreement, dated as of April 20, 2022, by and among Li-Cycle U.S. Inc. (as assignee of Li-Cycle Americas Corp. effective July 1, 2023, per the Assignment, Assumption and Joinder Agreement noted below), Traxys, and LG Chem, Ltd.
5. Assignment, Assumption and Joinder Agreement – Traxys Refined Products Agreements, dated as of July 1, 2023, by and between Li-Cycle Americas Corp. (as assigning party), Li-Cycle U.S. Inc. (as assuming party) and HubCo
6. Amended and Restated Nickel Sulphate Off-Take Agreement, dated as of December 31, 2024, by and among Traxys, LG Energy Solution, Ltd., Li-Cycle U.S. Inc. and HubCo
7. Nickel Sulphate Off-Take Agreements Side Letter dated April 20, 2022 between Traxys and Li-Cycle U.S. Inc. (as assignee of Li-Cycle Americas Corp.)
8. Engagement Letter between Seller Parent and Moelis & Co. LLC dated November 10, 2023.
9. Lease Agreement, dated as of June 7, 2021, by and between Northam CCPF II Tenco (QQT) Limited and 10954594 Canada Inc. and Li-Cycle Holdings Corp. (as amended on September 3, 2021).
10. Payment Guarantee, as described in Section 6.17 of this Sellers' Disclosure Schedule.
11. Engagement letter, dated June 10, 2024, by and between Centerview Partners LLC and Li-Cycle Holdings Corp.
12. Any engagement letters or other agreements with any of the advisors or any other restructuring professional as listed in Section 4.16 of these Sellers' Disclosure Schedules.
13. Building steel located at 54 Maple St Kingston, ON K7K 5A9, Canada, related to the suspended new Spoke project located in Kingston, Ontario, Canada.

(e)

None.

(n)

Title	Counterparty	Legal Description
Li-Cycle Corp. Agreements		
Tier One Intellectual Property License Agreement	Li-Cycle APAC Pte. Ltd.	Grant Counterparty a license to use Intellectual Property Rights in Europe, the Middle East, and Africa.

Section 2.5(c)
Assumed Debt Obligations.

1. An amount of the principal amount due and owing under the preexisting Secured Note 1 equal to \$41,000,000 less the Credit Bid Amount (for the avoidance of doubt, after giving effect to the reduction of such principal amount outstanding under Secured Note 1 on the Closing Date pursuant to Section 3.2 of the Agreement).

Section 2.7(a)
Assumption and Assignment of Assumed Contracts.

All contracts listed on the Master Contracts List made available to Buyer in the VDR/SharePoint: Master Contracts List_12May25.xlsx as of May 14, 2025, other than those listed on the Excluded Assets schedule in Section 2.4 of this Sellers' Disclosure Schedule.¹

¹ Buyer reserves all rights to amend this Section 2.7(a) pursuant to Section 2.7 of the Agreement.

Section 2.7(b)
Contractual Consents and Approvals.

None.

Section 4.3(a)
Transferred Entities; Transferred Equity Interests.

Name of Subsidiary	Jurisdiction of incorporation, organization or formation	Registered Beneficial Owner
Li-Cycle Inc.	Delaware	Li-Cycle U.S. Inc.
Li-Cycle Europe AG	Switzerland	Li-Cycle Holdings Corp.
Li-Cycle Germany GmbH	Germany	Li-Cycle Europe AG

Section 4.3(b)
Authorized Capital Stock

Name of Subsidiary	Jurisdiction of incorporation, organization or formation	Authorized Capital	Issued Capital	Key Encumbrances
Li-Cycle Inc.	Delaware	5,000 Common shares	10 Common shares	DOE pledge, Glencore pledge
Li-Cycle Europe AG	Switzerland	100,000 Common shares	100,000 Common shares	Glencore pledge
Li-Cycle Germany GmbH	Germany	25,000 Common shares	25,000 Common shares	Glencore pledge

Section 4.4

Litigation.

(a)

For more information, see Seller Parent's Annual Report on Form 10-K for the year ended December 31, 2024.

1. Securities Litigation

- i. U.S. Securities class action claim - *Hubiack v. Li-Cycle Holdings Corp. et al.*
- ii. Ontario Securities class action claim - *Wyshynski v. Li-Cycle Holdings Corp. et al.*
- iii. Shareholder Derivative action - *Nieves v. Johnston, et Al.*

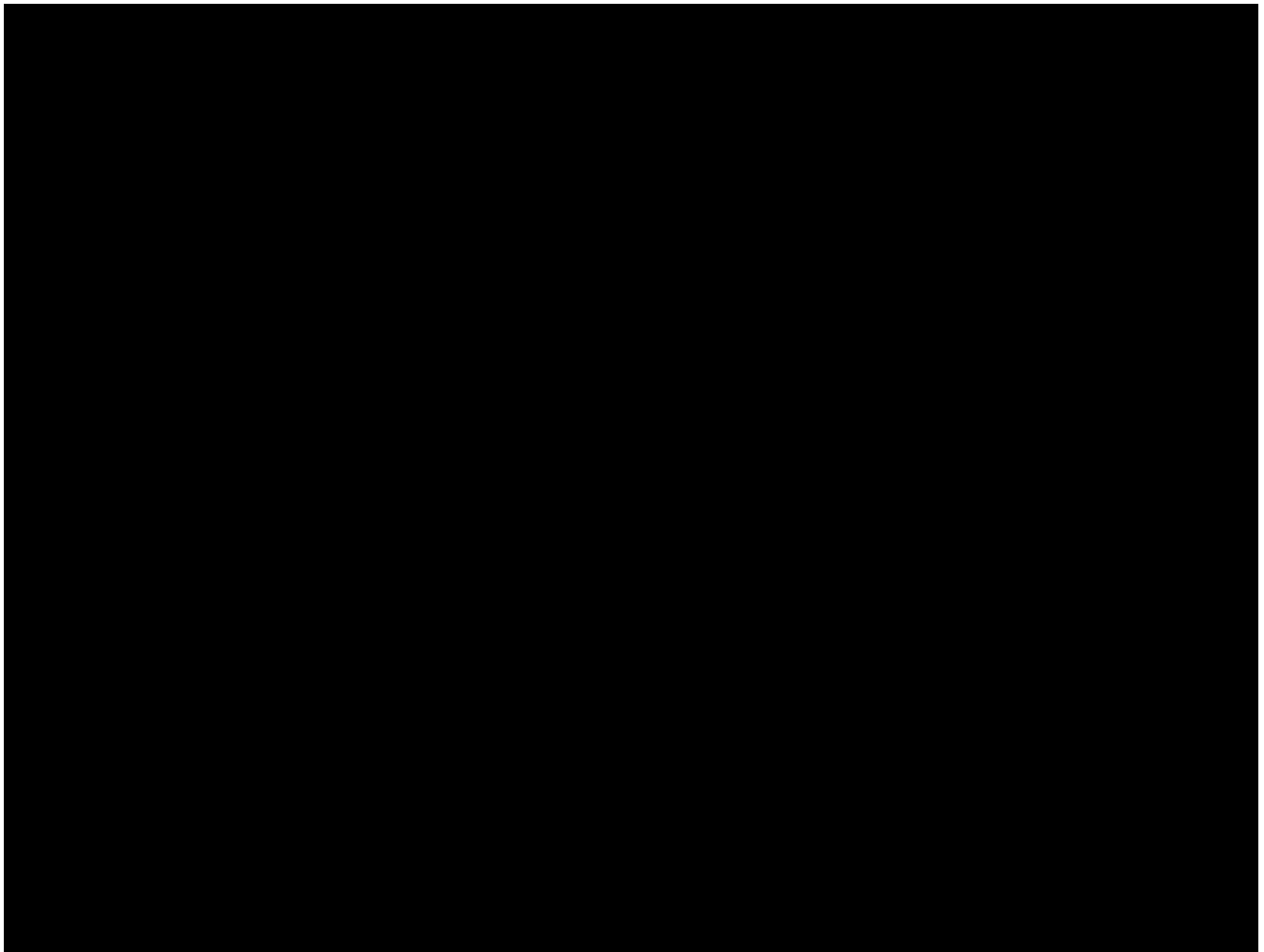
2. MasTec Arbitration & Foreclosure Action and Hatch Claims

The disclosure listed in Item 1 in Section 4.4(b) of this Sellers' Disclosure Schedule is hereby incorporated by reference.

3. Lien Filings

The disclosure listed in Section 4.21(c) of this Sellers' Disclosure Schedule is hereby incorporated by reference.

4. Alabama Spoke – Complaint to ADEM and Claim by Adjacent Property Owner (Hanna Steel)



[REDACTED]

[REDACTED]

5. New York Spoke – Fire – Subrogation Liability Claims

On or around January 2, 2024, the Company received a notice of a subrogation liability claim by an insurance company on behalf of one of the other tenants of the New York Spoke’s warehouse. The claim relates to a small fire which occurred at the building on December 23, 2023, involving lithium-ion batteries being stored at the warehouse. The claimant claims that the fire caused property damage valued at approximately \$2.7 million. The Company’s general liability insurer is providing coverage for this claim, including defense of the claim.

6. Contractor Disputes – Rochester Hub

The disclosure listed in Item 2 in Section 4.5(b) of this Sellers’ Disclosure Schedule is hereby incorporated by reference.

7. Parties who have made claims or threatened claims for non-payment of invoices:

- i. *Northam CCPF II TENCO (QQT) Limited and 10954594 Canada Inc.*

[REDACTED]

- ii. *Ridgeway I, LLC.*

[REDACTED]

- iii. *Pike Construction Services Inc. and Pike Conductor JVI, LLC.*

[REDACTED]

[REDACTED]

- iv. *Pike Conductor Dev I, LLC.* [REDACTED]
- v. *Fabricate Steel Products, Inc.* [REDACTED]
- vi. *McKinsey & Co.* [REDACTED]
- vii. *Virginia Transformer Corp.* [REDACTED]
- viii. *UDN, Inc.* [REDACTED]
- ix. *Trane U.S. Inc.* [REDACTED]
- x. *KWS Manufacturing Company, LLC.* [REDACTED]
- xi. *Johnson Control, Inc.* [REDACTED]
- xii. *Spiroflow Systems Inc.* [REDACTED]

(b)

1. MasTec and MasTec North America, Inc. Foreclosure Actions (consolidated by the court) and MasTec Arbitration Regarding Rochester Hub Contract

On April 9, 2024, MasTec commenced (i) arbitration proceedings against the Company's subsidiary, Li-Cycle North America Hub, Inc., under the terms of the construction contract for the Rochester Hub project, and (ii) a mechanic's lien foreclosure action in the Supreme Court, County of Monroe, New York. Several project participants, both subcontractors to MasTec and those in direct contract with Li-Cycle North America Hub, Inc., asserted cross-claims against Li-Cycle North America Hub, Inc. to foreclose their mechanic's liens for amounts claimed to be owed. The arbitration proceedings are being conducted with the American Arbitration Association and seek recovery of \$48.7 million allegedly due under the construction contract for the Rochester Hub project, plus interest, fees, costs and expenses. The Company is defending its interests and has made certain counter-claims against MasTec in the arbitration proceedings in the amount of \$27,310,034, plus interest, fees and expenses (including for costs and expenses for improperly inflated values for work and staffing). Amounts owed to MasTec, if any, are expected to be determined in the arbitration. For reporting purposes, the amount claimed in the arbitration proceedings has been reflected in the Company's accounts payable. No reductions or set-offs have been made in relation to the Company's counter-claims.

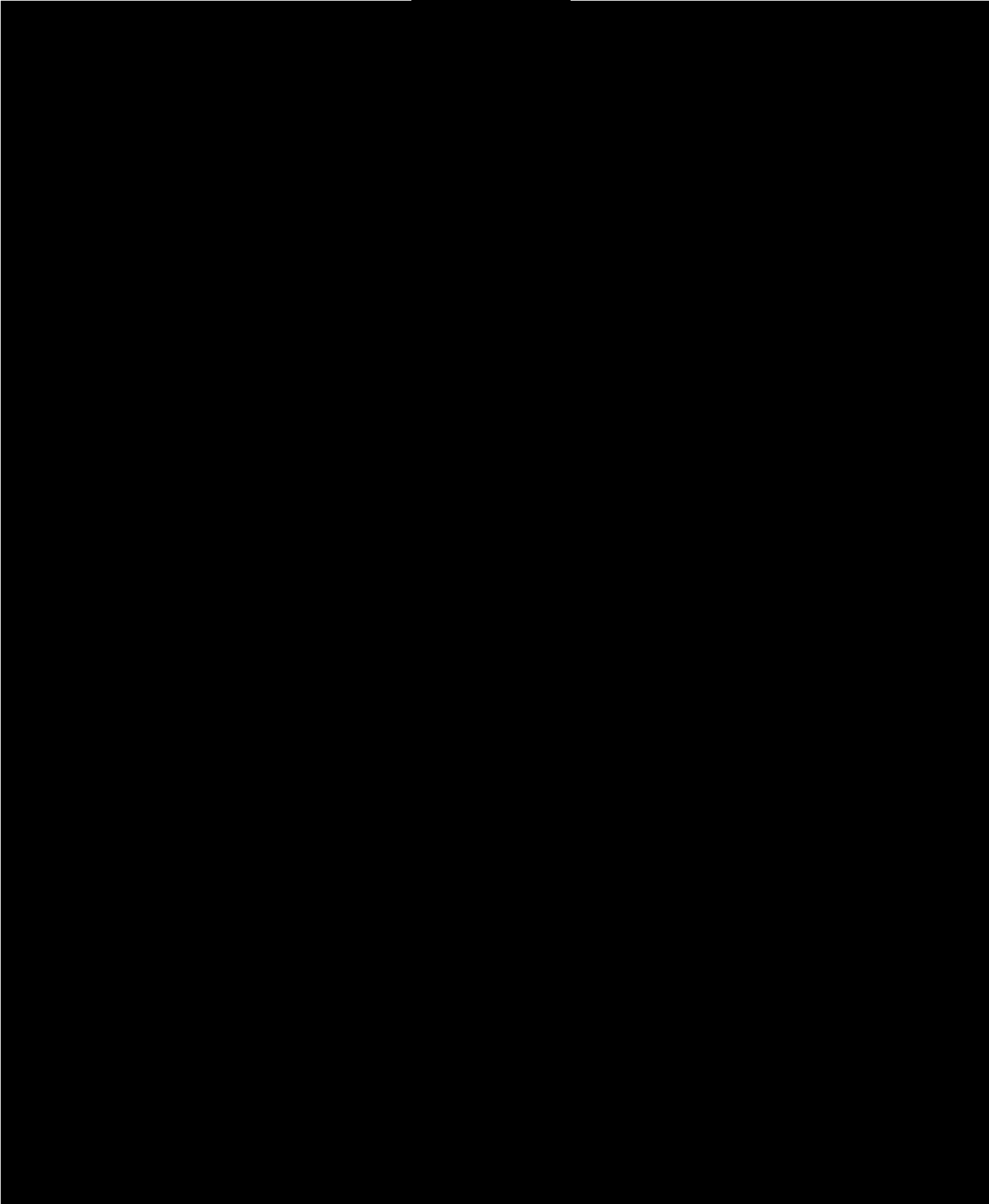
Additionally, on July 22, 2024, MasTec North America Inc. (an affiliate of MasTec) commenced a separate lien foreclosure action on behalf of several subcontractors from whom it has taken assignments. Li-Cycle North America Hub, Inc. filed a motion a) to stay each of the foreclosure actions, pending determination of the arbitration, and (b) to consolidate the MasTec North America Inc. foreclosure action with the foreclosure action commenced by MasTec. The motion to stay and consolidate was granted on March 17, 2025. On April 29, 2025, the MasTec entities with assignments (i.e. Andronaco Industries, LLC, LeChase Construction Services, LLC, TEC Protective Coatings, Inc., Nucor Rebar Fabrication Northeast LLC and Rilco Manufacturing Co, Inc.) filed a notice of appeal of the court's decision staying and consolidating the actions. Hatch Associates Consultants, Inc. and Qualico Steel Company, Inc. also filed notices of appeal.

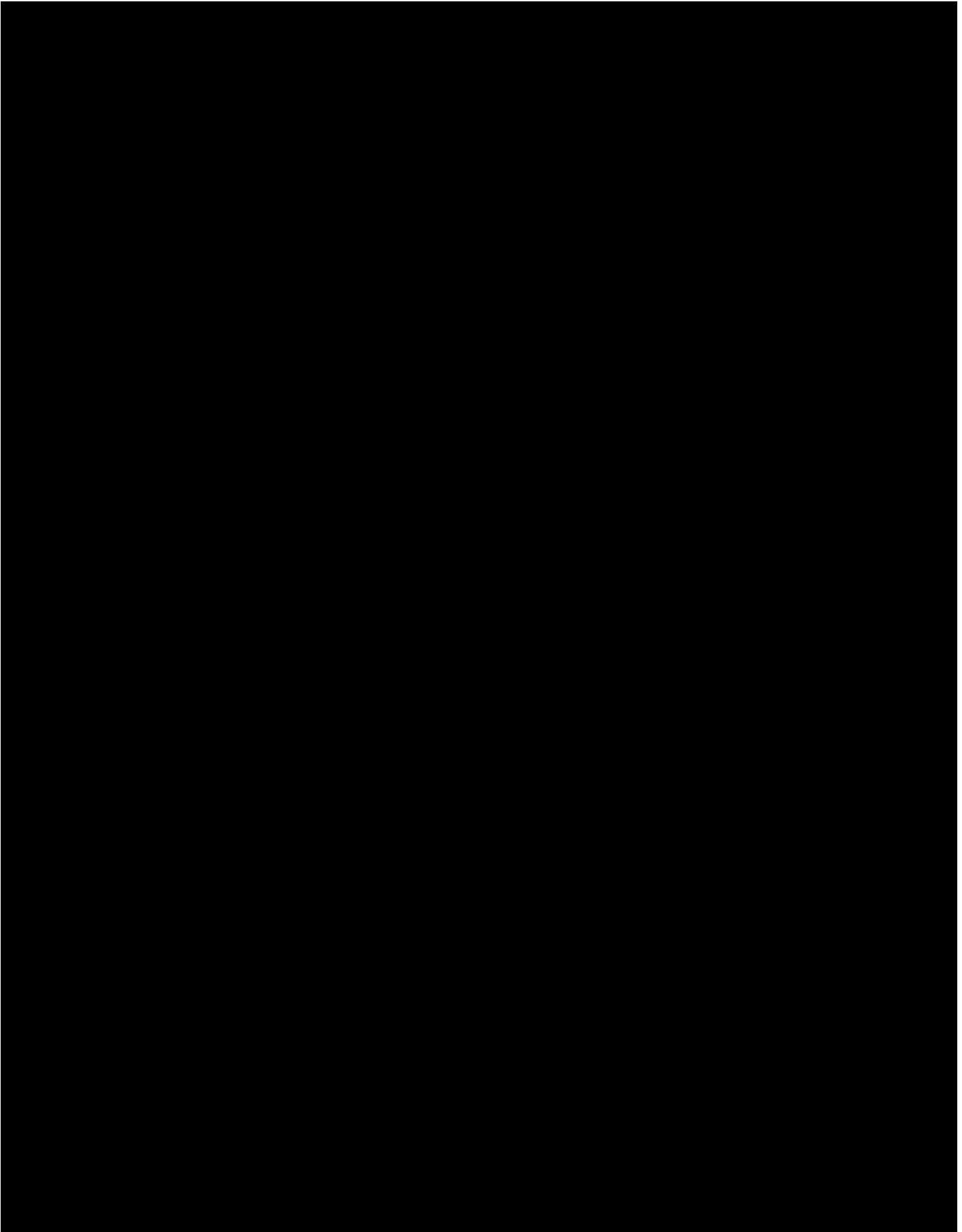
Arbitration hearings are scheduled to commence on July 21, 2026 in New York City.

2. Contractor Disputes – Rochester Hub

The disclosure listed in Item 2 in Section 4.5(b) of this Sellers' Disclosure Schedule is hereby incorporated by reference.

Section 4.5
No Contravention.





Section 4.6
Consents and Approvals.

The disclosure listed in Section 4.5(a)(ii) of this Sellers' Disclosure Schedule is hereby incorporated by reference.

Section 4.7
Title to Transferred Assets; Sufficiency; Encumbrances.

(a)

1. U.S. Transferred Equity Interests subject to DOE security as set forth in the DOE Loan Documents.

(c)

2. The disclosures listed in Section 4.21(c) of this Sellers' Disclosure Schedule are hereby incorporated by reference.

Section 4.8
Material Contracts.

(a)

1. The disclosures listed in Section 4.5(b) of this Sellers' Disclosure Schedule are hereby incorporated by reference.

(b)

1. The disclosures listed in Section 4.5 Sellers' Disclosure Schedule are hereby incorporated by reference.
2. The Convertible Notes.
3. The CIBC Pledge Agreement.

Section 4.9
Intellectual Property; Data Privacy.

Li-Cycle Corp. is the recorded owner of all IP listed in this Section 4.9.

(a)

1. Patents and Patent Applications

Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
Australia	2018276326	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {October 28, 2021}	Issued
Australia (Divisional)	2020202401	A process, apparatus, and system for recovering materials from batteries	April 6, 2020 {December 1, 2022}	Issued
Australia (Divisional)	2021282459	A process, apparatus, and system for recovering materials from batteries	December 8, 2021 {May 30, 2024}	Issued
Australia (Divisional)	2021282464	A process, apparatus, and system for recovering materials from batteries	December 8, 2021 {May 30, 2024}	Issued
Australia (Divisional)	2021282465	A process, apparatus, and system for recovering materials from batteries	December 8, 2021 {May 30, 2024}	Issued
Australia (Divisional)	2021282470	A process, apparatus, and system for recovering materials from batteries	December 8, 2021 {May 30, 2024}	Issued
Canada	3043947	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Canada (Divisional)	3096116	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {April 16, 2024}	Issued
Canada (Divisional)	3096120	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Canada (Divisional)	3192933	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Canada (Divisional)	3209667	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Canada (Divisional)	3209653	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Canada (Divisional)	3209658	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending

Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
China	201880049583.3 { 110945711B }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { May 23, 2023 }	Issued
China (Divisional)	202310486755.6	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
China (Divisional)	202310486758.X	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Europe	EP 18808940.3 {EP3535803}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Complete. Replaced by Validations.
Belgium	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Switzerland	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Germany	Validation of EP 18808940.3 { 60 2018 032 079.2 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Estonia	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Spain	Validation of EP 18808940.3 {2914831}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Finland	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
France	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
United Kingdom	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Croatia	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Hungary	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued

Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
Italy	Validation of EP 18808940.3 {502022000035798}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Netherlands	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Norway	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Poland	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Sweden	Validation of EP 18808940.3	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 9 2022 }	Issued
Europe (Divisional)	22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Austria	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Belgium	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Switzerland / Liechtenstein	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Czech Republic	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Germany	Validation of EP 22160940.7 { 60 2018 077 853.5 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued
Spain	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { December 18, 2024 }	Issued

Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
France	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Great Britain	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Ireland	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Iceland	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Italy	Validation of EP 22160940.7 {502025000007983}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Luxembourg	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Netherlands	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Norway	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Poland	Validation of EP 22160940.7 {EP4050702}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 18, 2024}	Issued
Portugal	Validation of EP 22160940.7	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Sweden	Validation of EP 22160940.7	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending

Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
Europe (Divisional)	22160836.7	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Europe (Divisional)	22160833.4	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Pending
Hong Kong	62020001121.6 {HK40011269}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {December 2, 2022}	Issued
Hong Kong (Divisional)	42023067454.1	A process, apparatus, and system for recovering materials from batteries	January 26, 2023	Pending
Hong Kong (Divisional)	42023067453.3	A process, apparatus, and system for recovering materials from batteries	January 26, 2023	Pending
Hong Kong (Divisional)	42023067456.6	A process, apparatus, and system for recovering materials from batteries	January 26, 2023	Pending
Japan	2019-566646	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Abandoned
Japan (Divisional)	2023-010933 {7477216}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {April 22, 2024}	Issued
Japan (Divisional)	2023-010936 {7482558}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {May 2, 2024}	Issued
South Korea	10-2019-7017596 {1020858480000}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {March 2, 2020}	Issued
South Korea (Divisional)	10-2020-7006150 {1024124040000}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {June 20, 2022}	Issued
South Korea (Divisional)	10-2022-7020829 {1024873610000}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {January 6, 2023}	Issued
South Korea (Divisional)	10-2022-7032360 {1025362950000}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {May 19, 2023}	Issued
South Korea (Divisional)	10-2023-7017085 {1027014510000}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {August 28, 2024}	Issued
United States	16/461158 {11077452}	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 {August 3, 2021}	Issued


Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
United States (Continuation)	16/912235 { 10960403 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 30, 2021 }	Issued
United States (Continuation)	16/912243 { 10919046 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { February 16, 2021 }	Issued
United States (Continuation)	17/105477 { 11273453 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { March 15, 2022 }	Issued
United States (Continuation)	17/103616 { 11135595 }	A process, apparatus, and system for recovering materials from batteries	May 30, 2018 { October 5, 2021 }	Issued
United States (Continuation)	17/590,352	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Allowed
PCT	PCT/CA2018/050640	A process, apparatus, and system for recovering materials from batteries	May 30, 2018	Completed. No further action.
PCT	PCT/CA2021/050266	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Completed. No further action.
Canada	3169080	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Pending
Australia	2021230421	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Lapsed
China	202180018011	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Abandoned
Europe	21764258.6	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Abandoned
Japan	2022-552596	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Pending
Hong Kong	62023067452.0	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Pending
United States	17/908,637	Method For Processing Lithium Iron Phosphate Batteries	March 2, 2021	Pending
PCT	PCT/CA2022/050290	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Completed. No further action.





Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
Australia	2022229182	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Pending
Canada	3210460	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Pending
Europe	22762287.5	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Pending
South Korea	10-2023-7033486	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Pending
United States	18/548,781	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Pending
United States	63/230895	A Method For Target Metal Removal Via Sulphide Precipitation	March 1, 2022	Completed. No further action.
PCT	PCT/CA2022/050855	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Completed. No further action.
Canada	3219906	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Pending
Europe	22810020.2	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Pending
South Korea	10-2023-7045023	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Pending
United States	18/564,872	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Pending
United States	63/236009	Apparatus For Separating Materials Recovered From Batteries	May 26, 2022	Completed. No further action.
PCT	PCT/CA2022/050850	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Completed. No further action.
Canada	3219909	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Pending
Europe	22810016.0	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Pending






Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
South Korea	10-2023-7045058	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Pending
United States	18/564,890	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Pending
United States (Continuation)	18/773,090	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Pending
United States	63/194350	System And Method For Recovering Plastic From Battery Materials	May 26, 2022	Completed. No further action.
PCT	PCT/CA2022/051176	System And Method For Recovering Metal From Battery Materials	August 2, 2022	Completed. No further action.
Canada	3227491	System And Method For Recovering Metal From Battery Materials	August 2, 2022	Pending
Europe	22851511.0	System And Method For Recovering Metal From Battery Materials	August 2, 2022	Pending
South Korea	10-2024-7005575	System And Method For Recovering Metal From Battery Materials	August 2, 2022	Pending
United States	18/292,209	System And Method For Recovering Metal From Battery Materials	August 2, 2022	Pending
PCT	PCT/CA2023/051324	System, Apparatus and Method For Improving Filter Efficacy During Recovery of One or More Metals	October 5, 2023	Pending
US Provisional Application	62/983830	Method For Processing Used Lithium Iron Phosphate Batteries	March 2, 2020	Completed. No further action.
US Provisional Application	63/122757	System And Method For Processing Solid State Or Primary Lithium Batteries	March 2, 2020	Completed. No further action.
US Provisional Application	63/228733	System And Method For Recovering Metal From Battery Materials	August 3, 2021	Completed. No further action.
US Provisional Application	63/357151	System And Method For Suppressing H2 Gas Creation During Battery Recycling	June 30, 2022	Completed. No further action.
US Provisional Application	63/388818	System And Method For Recovering A Target Material From An Immersion Liquid	July 13, 2022	Completed. No further action.







Country/ Region	Serial Number {Patent Number}	Title	Filing Date {Issue Date}	Status
US Provisional Application	63/414164	System And Method For Improving Filter Efficacy During Recovery Of One Or More Metals From Battery Materials	October 7, 2022	Completed. No further action.
US Provisional Application	63/386219	A Method For Recovering Lithium From Black Mass Using Co2	December 6, 2022	Completed. No further action.
US Provisional Application	63/496897	System And Method Of Converting Sodium Sulfate To Potassium Sulfate	April 18, 2023	Completed. No further action.
US Provisional Application	63/514689	System And Method For Suppressing H2 Gas Creation During Battery Recycling	July 20, 2023	Completed. No further action.
US Provisional Application	63/514741	System And Method For Recovering A Target Material From An Immersion Liquid	July 20, 2023	Completed. No further action.
US Provisional Application	63/645378	System And Method Of Converting Sodium Sulfate To Potassium Sulfate	May 10, 2024	Pending


2. Trademarks

Mark	Country	Serial Number {Registration Number}	Class	Filing Date {Registration Date}	Status
 Li-Cycle LI-CYCLE	Canada	1874269	40	December 20, 2017	Registered
	Canada	{TMA1072044} 2187555	1, 19, 40, 42	{February 7, 2020} May 24, 2022	
SPOKE & HUB TECHNOLOGIES	Canada	2144070	1, 19, 40, 42	October 29, 2021	Pending
LI-CYCLE	China	64315422	40	April 28, 2022	Abandoned
 Li-Cycle SPOKE & HUB TECHNOLOGIES	China	64318804	42	April 28, 2022	Abandoned
	China	64318815	42	April 28, 2022	Abandoned
SPOKE & HUB	China	72754365	19	April 28, 2022	Abandoned
 Li-Cycle	European Union	018694517	1, 6, 19, 40, 42	April 28, 2022 {December 21, 2022}	Registered

SPOKE & HUB TECHNOLOGIES	European Union	018693565	1, 6, 19, 40, 42	April 28, 2022 {December 17, 2022}	Registered
LI-CYCLE	European Union	018694472	1, 6, 19, 40, 42	April 28, 2022	Opposed
 Li-Cycle	India	5398102 {3243829}	01	April 6, 2022 {July 28, 2023}	Registered
 Li-Cycle	India	5398104 {3244719}	19	April 6, 2022 {July 29, 2023}	Registered
 Li-Cycle	India	5398106 {5398106}	40	April 6, 2022 {July 30, 2023}	Registered
SPOKE & HUB TECHNOLOGIES	India	5409942 {3115790}	1	April 14, 2022 {November 16, 2022}	Registered
SPOKE & HUB TECHNOLOGIES	India	5409943 {3117764}	19	April 14, 2022 {November 17, 2022}	Registered
SPOKE & HUB TECHNOLOGIES	India	5409944 {3117765}	40	April 14, 2022 {November 17, 2022}	Registered
SPOKE & HUB TECHNOLOGIES	India	5409945 {3117766}	42	April 14, 2022 {November 17, 2022}	Registered
 Li-Cycle	India	5398107 {3109774}	42	April 6, 2022 {November 5, 2022}	Registered
LI-CYCLE	India	5398099 {3189840}	19	April 6, 2022 {July 13, 2024}	Registered
LI-CYCLE	India	5398101 {3110007}	42	April 6, 2022 {November 6, 2022}	Registered
LI-CYCLE	India	5398098 {3674379}	01	April 6, 2022 {July 13, 2024}	Registered
LI-CYCLE	India	5398100 {3788647}	40	April 6, 2022 {November 13, 2024}	Registered
LI-CYCLE	International (Madrid Protocol)	1712597	1, 6, 19, 40, 42	October 5, 2022	Registered
LI-CYCLE	Japan	2022-046564 {6672874}	1, 6, 19, 38, 39, 40, 42	April 21, 2022 {February 17, 2023}	Registered

 Li-Cycle	Japan	2022-046565 { 6672875 }	1, 6, 19, 38, 39, 40, 42	April 21, 2022 { February 17, 2023 }	Registered
SPOKE & HUB TECHNOLOGIES	Japan	2022-046563 { 6637095 }	1, 6, 19, 38, 39, 40, 42	April 21, 2022 { November 7, 2022 }	Registered
 Li-Cycle	Mexico	2836898 { 2519233 }	19	October 21, 2022 { March 13, 2023 }	Registered
 Li-Cycle	Mexico	2836899 { 2627400 }	40	October 21, 2022 { November 21, 2023 }	Registered
 Li-Cycle	Mexico	2836900 { 2627401 }	42	October 21, 2022 { November 21, 2023 }	Registered
 Li-Cycle	Mexico	2836897	1	October 3, 2022	Abandoned
SPOKE & HUB TECHNOLOGIES	Mexico	2836901 { 2533113 }	01	October 21, 2022 { April 17, 2023 }	Registered
SPOKE & HUB TECHNOLOGIES	Mexico	2836902 { 2519234 }	19	October 21, 2022 { March 13, 2023 }	Registered
SPOKE & HUB TECHNOLOGIES	Mexico	2836903 { 2627402 }	40	October 21, 2022 { November 21, 2023 }	Registered
SPOKE & HUB TECHNOLOGIES	Mexico	2836904 { 2627403 }	42	October 21, 2022 { November 21, 2023 }	Registered
LI-CYCLE	Mexico	2828346 { 2655173 }	01	October 6, 2022 { February 1, 2024 }	Registered
LI-CYCLE	Mexico	2828345 { 2654260 }	19	October 6, 2022 { February 1, 2024 }	Registered
LI-CYCLE	Mexico	2828344 { 2650605 }	40	October 6, 2022 { January 22, 2024 }	Registered
LI-CYCLE	Mexico	2828342 { 2650604 }	42	October 6, 2022 { October 6, 2022 }	Registered
LI-CYCLE	Norway	202206034 { 323956 }	1, 19, 40, 42	April 28, 2022 { October 10, 2022 }	Registered
 Li-Cycle	Norway	202206033 { 323955 }	1, 19, 40, 42	April 28, 2022 { October 10, 2022 }	Registered
SPOKE & HUB TECHNOLOGIES	Norway	202206032 { 323954 }	1, 19, 40, 42	April 28, 2022 { October 10, 2022 }	Registered

 Li-Cycle	Singapore	40202210115W	01, 19, 40, 42	April 28, 2022 {September 29, 2023}	Registered
SPOKE & HUB TECHNOLOGIES	Republic of Korea	4020220080256 {4021804220000}	01, 19, 40, 42	April 28, 2022 {April 8, 2024}	Registered
 Li-Cycle	Republic of Korea	4020220080258 {4021734420000}	01, 19, 40, 42	April 28, 2022 {March 25, 2024}	Registered
LI-CYCLE	Republic of Korea	4020220080257	01, 06, 19, 40, 42	April 28, 2022	Abandoned
LI-CYCLE	Singapore	40202210114X	01, 19, 40, 42	April 28, 2022 {September 29, 2023}	Registered
LI-CYCLE	Singapore	40202303205S	06	February 13, 2023 {December 21, 2023}	Registered
 Li-Cycle	Singapore	40202303206V	06	February 13, 2023 {November 30, 2023}	Registered
SPOKE & HUB TECHNOLOGIES	Singapore	40202209835Q	01, 19, 40, 42	April 28, 2022 {September 29, 2023}	Registered
SPOKE & HUB TECHNOLOGIES	Singapore	40202303207W	06	February 13, 2023 {November 30, 2023}	Registered
LI-CYCLE	Switzerland	05887/2022 {792054}	01, 06, 19, 40, 42	April 28, 2022 {January 18, 2023}	Registered
 Li-Cycle	Switzerland	05892/2022 {791312}	01, 19, 40, 42	April 28, 2022 {December 30, 2022}	Registered
SPOKE & HUB TECHNOLOGIES	Switzerland	05881/2022 {791310}	01, 19, 40, 42	April 28, 2022 {December 30, 2022}	Registered
LI-CYCLE	United Kingdom	UK00003782369	1, 19, 40, 42	April 28, 2022 {September 30, 2022}	Registered
 Li-Cycle	United Kingdom	UK00003782429	1, 19, 40, 42	April 28, 2022 {September 30, 2022}	Registered
SPOKE & HUB TECHNOLOGIES	United Kingdom	UK00003782244	1, 19, 40, 42	April 28, 2022 {October 7, 2022}	Registered
 Li-Cycle	United States	97728885 {5529337}	40	December 20, 2017 {July 31, 2018}	Registered

LI-CYCLE	United States	79362468 {7561384}	1, 6, 19, 40, 42	October 5, 2022 {November 12, 2024}	Registered
SPOKE & HUB TECHNOLOGIES	United States	97121437	1, 6, 19, 35, 40, 42	November 12, 2021	Suspended
 Li-Cycle	Vietnam	4-2022-46006 {4-0507850-000}	01, 19, 40, 42	November 1, 2022 {October 1, 2024}	Registered
SPOKE & HUB TECHNOLOGIES	Vietnam	4-2022-46004 {4-0507900-000}	01, 19, 40, 42	November 1, 2022 {November 1, 2024}	Registered

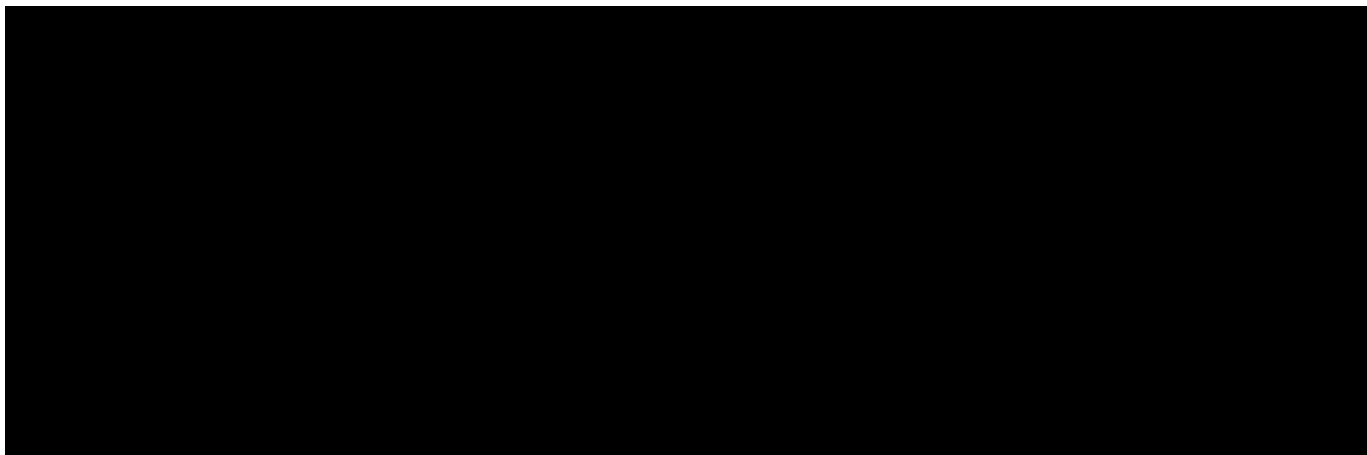
3. Domain Names

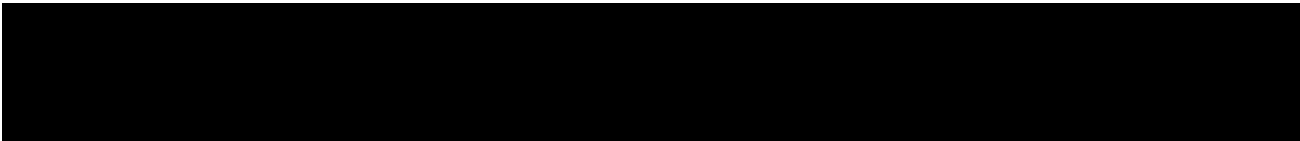
- i. li-cycle.ch
- ii. li-cycle.de
- iii. licycle.ca
- iv. li-cycle.jp
- v. licycle.com
- vi. li-cycle.com
- vii. li-cycle.uk
- viii. li-cycle.sg
- ix. li-cycle.net
- x. li-cycle.org
- xi. li-cycle.ca
- xii. li-cycle.co.in
- xiii. li-cycle.in

(b)(i)

All Seller Registered Intellectual Property is currently owned by Li-Cycle Corp. Sellers are not aware of any restrictions on the sale or transfer of the Registered IP, other than obligations already disclosed related to the DOE Loan Documents and intercompany license and sublicense agreements with Li-Cycle subsidiary companies.

(d)





(e)

None.

(h)

None.

(i)

None.

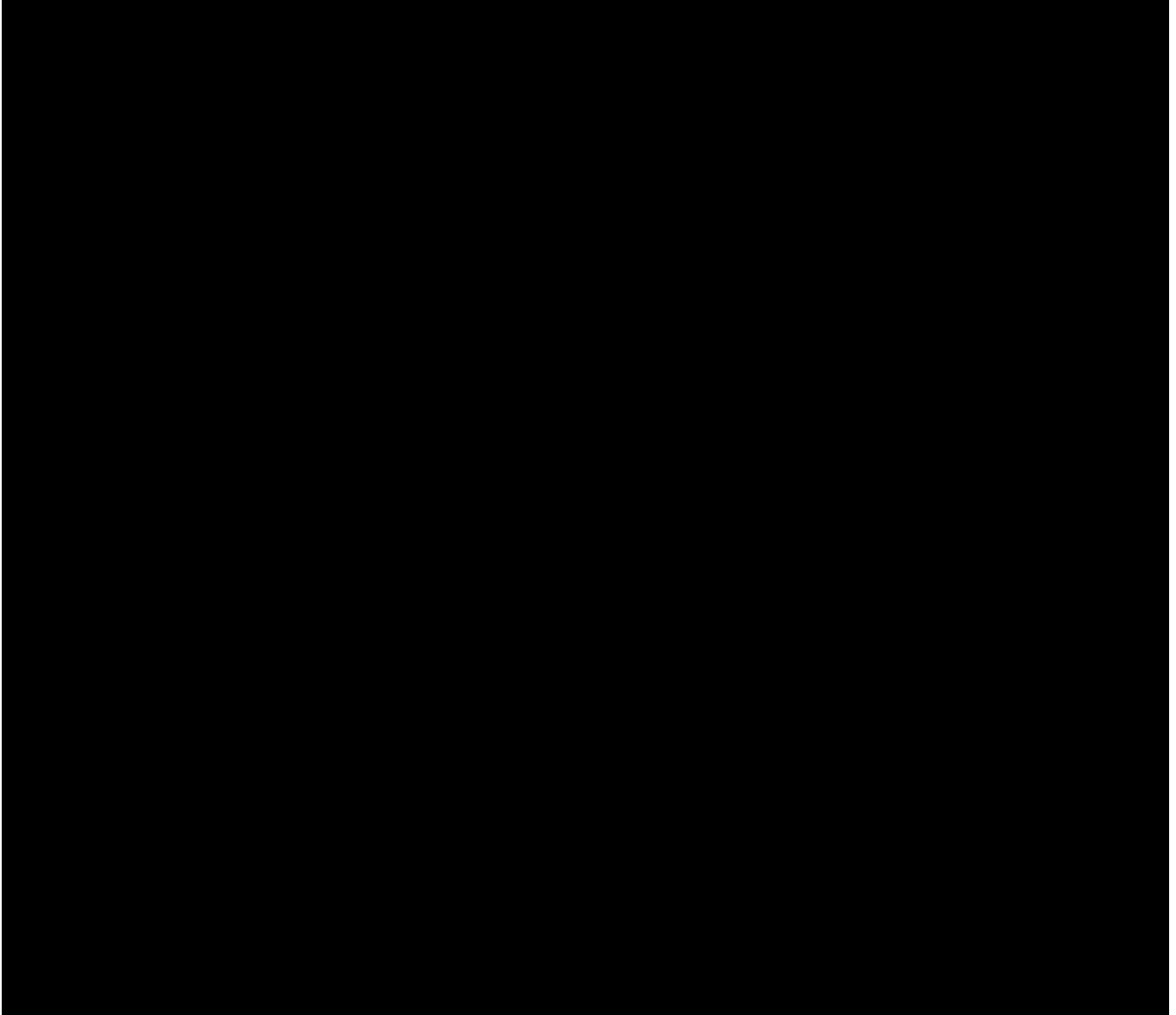
(j)

The core Spoke & Hub intellectual property (i.e., patents) was registered and then pursued and was awarded a grant from SDTC (now National Research Counsel of Canada's Industrial Research Assistance Program). The awarded grant was used to support commercialization of the Spoke & Hub technologies (specifically design, construction and operation of a Spoke and Hub pilot plants).

Section 4.10
Employee Benefits.

(a)

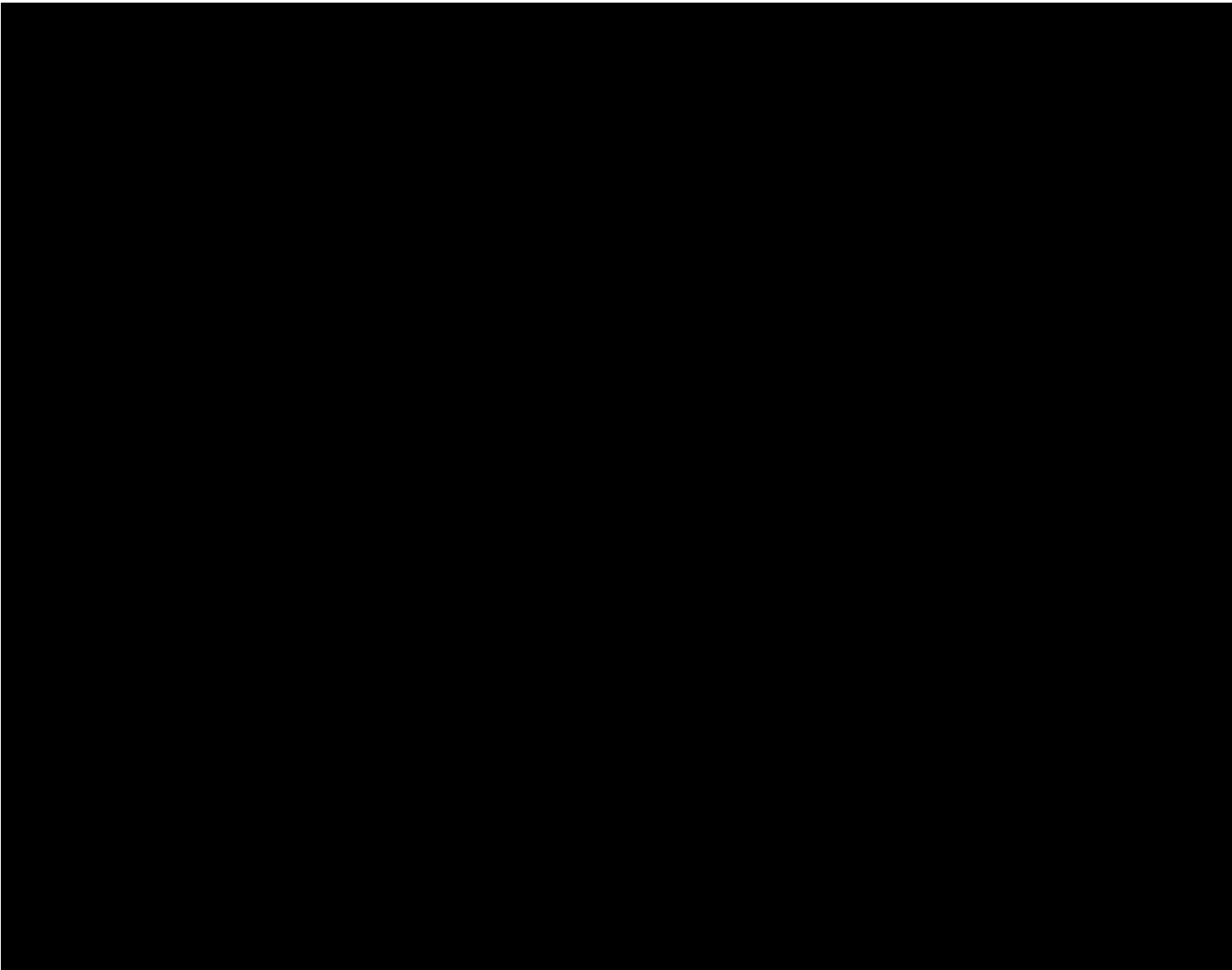
1. Healthcare, insurance and benefits information is provided below for Canada, U.S., Germany and Switzerland.



2. The following are severance payments per pay period, by entity for U.S.-based employees terminated prior to or on May 1 2025. The total is \$70,312.28 (USD).



3. The following are severance payments per pay period, by entity for Canadian-based employees terminated prior to or on May1, 2025. The total is \$182,277.31 CAD for (former) Non-executive Officers and \$961,288.45 USD for (former) Executive Officers (Executive Officers shall have the meaning attached to such term in the Seller Parent's Annual Report on Form 10-K for the year ended December 31, 2024).

- 
4. The following are the severance payments per pay period, by entity for EMEA-based employees terminated prior to or on May 9, 2025. The total is 86,230.00 CHF, 44,566.00 GBP and 579,415.00 NOK for (former) Non-executive Officers and \$68,637.50 USD for (former) Executive Officers (Executive Officers shall have the meaning attached to such term in the Seller Parent's Annual Report in the Form 10-K for the year ended December 31, 2024)).

Severance Obligations Post April 30, 2025			
Europe			
Non-Executive Officers		Executive Officers	
Payroll Date	Li-Cycle Europe AG (CHF)	Payroll Date	Li-Cycle Europe AG (USD)
5/25/2025	28,712.00	5/25/2025	\$ 68,637.50
6/25/2025	28,759.00	6/25/2025	\$ -
7/25/2025	28,759.00	7/25/2025	\$ -
Total	86,230.00	Total	\$ 68,637.50
Non-Executive Officers			
Payroll Date	Li-Cycle United Kingdom (GBP)		
5/25/2025	5,578.00		
6/25/2025	11,156.00		
7/25/2025	11,156.00		
8/25/2025	16,676.00		
Total	44,566.00		
Non-Executive Officers			
Payroll Date	Li-Cycle Norway (NOK)		
6/25/2025	216,015.00		
7/25/2025	93,958.00		
8/25/2025	269,442.00		
Total	579,415.00		

(c)

None.

(l)

1. **Executive Severance** – The Company’s executive officers have entered into employment agreements which contain enhanced severance provisions in the case of termination of employment by the Company, or by the executive for good reason (as defined in such employment agreements), in either case within 12 months following a change in control (as defined in such employment agreements) (i.e., they are double-trigger agreements). In the event of such termination of employment following a change in control, the following Total Cash Payments are to be made as

a lump-sum payment. Health Benefits and Outplacement services and not included in the Total Cash Payments. LTIP has been valued at the closing share price on May 9, 2025 at \$0.077 USD. Each will require an update prior to finalization.

Section 4.11
Employee & Labor Matters.

(a)

Employing Entity	Contract Date	Individual	Title	Base Compensation (in USD and local currency as applicable)
Li-Cycle Corp.	March 1, 2022 (as amended on August 27, 2024)	Carl DeLuca	General Counsel & Corporate Secretary	\$520,000
Li-Cycle Corp.	March 1, 2022 (as amended on August 27, 2024)	[REDACTED]	Chief Technology Officer	[REDACTED]
Li-Cycle Corp.	November 18, 2022 (as amended on August 27, 2024)	[REDACTED]	Chief Human Resource Officer	[REDACTED]
Li-Cycle U.S. Inc.	March 26, 2024 (as amended on August 27, 2024)	[REDACTED]	Chief Operating Officer	[REDACTED]
Li-Cycle U.S. Inc.	October 11, 2022 (DOH)	[REDACTED]	VP Finance, Global Operations	[REDACTED]
Li-Cycle North America Hub, Inc.	March 7, 2022	[REDACTED]	Plant Manager, North America Hub	[REDACTED]
Li-Cycle Europe AG	September 1, 2022 (Date of Hire)	[REDACTED]	General Counsel & Corporate Secretary	[REDACTED]
Li-Cycle Europe AG	January 31, 2022 (DOH)	[REDACTED]	VP Commercial, EMEA	[REDACTED]
Li-Cycle Europe AG	September 1, 2022 (DOH) <i>Terminated and last day of work is May 31, 2025</i>	[REDACTED]	Director, Financial Decision Support & Insight	[REDACTED]
Li-Cycle APAC PTE Ltd.	January 19, 2023	[REDACTED]	Chief Commercial Officer	[REDACTED]
Li-Cycle APAC PTE Ltd.	February 1, 2023 (DOH)	[REDACTED] ³	VP, Sales, Global	[REDACTED]

(b)

Made available in the VDR/SharePoint: 01. Project Lotus Headcount – 2025.05.13.xlsx.

(e)

1. There are three (3) claims received from former employees of the corporate office based in Toronto, Canada. The total claim amount is approximately CA\$170,000 and is not considered to be material.

Legal Claims Post May 1, 2025 Terminations in CAD					
Last Name	First Name	Title	Date of Letter	Law Firm	Claim Details
		Manager, Procurement	5-May-25	Kleinman Law	ESA 3 month lump sum payment (\$36,250 as retiring allowance Letter of reference Legal fees \$1,200 + HST
		Senior Manager, Investor Relations	2-May-25	Kleinman Law	5 months salary in lieu 5 months benefit continuance 5 months pay in lieu of RRSP matching Accrued Letter of reference Legal fees of \$1,200 + HST
		Accountant	9-May-25	De Bousquet PC	5 months notice (\$27,916.67) \$2791.67 benefit loss during notice period \$697.92 RRSP contribution loss \$4,187.50 bonus loss \$15,000 general damages \$5,000 legal fees

(i)

Below is a list of all independent contractors of the Company and its Subsidiaries as of March 31, 2025, other than independent contractors engaged through a third-party agency:

Contracting Entity	Individual	Terms of Service
		<i>Current status is to provide services on an ad-hoc basis only.</i> <ul style="list-style-type: none">• Services provided: payroll accountant• Work Location: Toronto (remote)• Engagement Date: February 10, 2023• Duration of Engagement: Undefined term• Fees for Services: \$55.00 CAD / hour• Subject to a written independent contractor agreement with the Company or any of its Subsidiaries: N
		<i>Current status is to provide services on an ad-hoc basis only.</i> <ul style="list-style-type: none">• Services provided: intercompany cost allocations, month-end close and reconciliations, maintain chart of accounts and general ledgers, reporting, and liaise with external accountants• Work Location: Toronto• Engagement Date: January 19, 2024• Duration of Engagement: Intial term expired May 24, 2025; indefinite thereafter

Contracting Entity	Individual	Terms of Service
		<ul style="list-style-type: none"> Fees for Services: \$85.00 CAD / hour Subject to a written independent contractor agreement with the Company or any of its Subsidiaries: Y
		<ul style="list-style-type: none"> Services provided: responsible for handling the logistical coordination for inbound and outbound shipments from Li-Cycle's facilities. This includes the management of all aspects regarding packaging, transportation, and maintaining inventory management system. Create and maintain all associated documentation in adherence to legislation and organizational policies and procedures. Work Location: Toronto (remote) Engagement Date: June 3, 2024 Duration of Engagement: Initial term is 12 months Fees for Services: \$75.00 CAD / hour Subject to a written independent contractor agreement with the Company or any of its Subsidiaries: Y

(j)

None.

(k)

1. None, other than the double-trigger change of control entitlements of certain Executive Officers (Executive Officers shall have the meaning attached to such term in the Seller Parent's Annual Report in the Form 10-K for the year ended December 31, 2024) granted pursuant to their employment agreements (a complete summary of which are provided in Section 4.10(l)).
2. The disclosures listed in Section 4.10(l) of this Sellers' Disclosure Schedule are hereby incorporated by reference.

Section 4.12
Non-Arm's Length Transactions.

None.

Section 4.13
Absence of Changes.

(s)

1. RSUs authorized but not yet granted (i.e., grant delayed to next open window) to two directors (M. Wellings and A. Tse) for service in Q4 2024, as noted in the Annual Report on Form 10-K, and one director (K. Sinha) for service in Q1 2025, (ii) FY 2025 Production Bonus Plan approved, but no payment for Q1 2025 as at the date hereof and (iii) FY 2024 Production Bonus (covering Q4 2024) calculated/paid.

(u)

1. Germany Spoke – Gas Phase Emissions

i.



[REDACTED]

Section 4.14
Compliance with Laws; Permits.

1. Li-Cycle North America Hub, Inc. (Rochester Hub)

Permit / Approval	Agency	Description	Status
Construction			
Air State Facility (“ <u>ASF</u> ”) Permit	New York State Department of Environmental Conservation (NYSDEC)	Air permit associated with the operations of the Facility.	Received March 2022.
State Pollutant Discharge Elimination System (“ <u>SPDES</u> ”) General Permit for Construction	NYSDEC	The SPDES program is focused on maintaining New York's waters with reasonable standards of purity. This SPDES permit is required for construction.	Received December 2021.
Site Plan Approval Package – Facility	Town of Greece	Package required to approve the site plan for the Facility.	Received December 2022.
Grading Permit*	Town of Greece	Permit required for grading the site.	Received January 2022.
Foundation Permit – Facility*	Town of Greece	Permit for the foundations of the Facility.	Received June 2022.
Special Use Permit for Black Mass Processing*	NYSDEC	Special use permit for the black mass handling and processing.	Received November 2021 (Extension received until December 31, 2024).
Special Permit for Bulk Storage Tanks	NYSDEC	Permit for bulk storage, based on NYSDEC permitting requirements.	Received December 2021.
Federal Aviation Administration (“ <u>FAA</u> ”) Form 7460-1 – Notice of Proposed Construction*	FAA	Form regarding notice of proposed construction (pertinent to any work at sufficient heights of pertinence, e.g. crane usage).	Received May 2022.
Sewer Connection Permit – Facility	Town of Greece	Permit for the sewer connection to the Facility.	Received July 2022.
Construction Trailers Permit – Facility*	Town of Greece	Permits for the construction trailers on site at the Facility.	Received. Permits are being issued by Fire Marshal’s Office as construction trailers are required on site by contractors.
Site Plan Approval package – Warehouse*	Town of Greece	Package required to approve the site plan for the Warehouse.	Received December 2021.
Foundation Permit – Warehouse*	Town of Greece	Permit for the foundations of the Warehouse.	Received February 2022.
Construction Trailers Permit – Warehouse*	Town of Greece	Permit for the construction trailers on site at the Warehouse.	Received March 2022.

Permit / Approval	Agency	Description	Status
Application for subdivision associated with the Facility and Warehouse land*	Town of Greece	Application for subdivision of the land associated with the land for the Facility and Warehouse.	Received April 2022.
Site Utility Permit	Town of Greece	Permit for the installation of the sanitary sewer and stormwater utilities for the Hub	Received June 21, 2022
Water Main Extension Approval letter	Monroe County	Permit to extend and/or improve the public water supply, connecting to Li-Cycle Hub.	Received June 1, 2022
Commissioning and Operation			
RED Rochester Waste Characterization Approval (Industrial Sewer)	Town of Greece (based on New York State laws)	Characterization of the clean condensate stream from the Facility to be directed to RED Rochester.	Received March 2023.
No Exposure Certification (Under SPDES) – Warehouse (Registration)*	NYSDEC	No Exposure Certification, for exclusion from ongoing SPDES stormwater permitting.	Received January 2, 2024.
US EPA Small Quantity Hazardous Waste Generator Status*	US EPA	Small Quantity Generators (SQGs) generate more than 100 kilograms, but less than 1,000 kilograms of hazardous waste per month.	Received Feb 2024.
ASF Permit	NYSDEC	Air permit associated with the operations of the Facility.	Received March 4, 2022

*Documents not made available to Buyer.

2. Li-Cycle Inc. (SpokeCo)

Permit / Approval	Agency	Description	Status
Alabama Spoke			
Air Permit Exemption Letter*	ADEM	Letter from ADEM indicating registration for the facility in ADEM's permit system is not required.	Received March 2022.
EPA ID Number	United States Environmental Protection Agency (“EPA”)		Completed.
No Exposure Certification for Exclusion from NPDES Stormwater Permitting for Industrial Activities	ADEM	A condition of no exposure exists at an industrial facility when all industrial materials and activities are protected by a storm-resistant shelter to prevent exposure to rain, snow, snowmelt, and/or runoff. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial	Completed.

Permit / Approval	Agency	Description	Status
		machinery, raw materials, intermediate products, by-products, final products, or waste products.	
Hazardous Waste - VSQG	Resource Conservation & Recovery Act (“RCRA”)	Very Small Quantity Generator, Receiving & Processing (JIT), Large Quantity Handler and Destination facility for universal waste (Spoke)	Completed.
Alabama Warehouse			
No Exposure Certification for Exclusion from NPDES Stormwater Permitting for Industrial Activities	ADEM	A condition of no exposure exists at an industrial facility when all industrial materials and activities are protected by a storm-resistant shelter to prevent exposure to rain, snow, snowmelt, and/or runoff. Industrial materials or activities include, but are not limited to, material handling equipment or activities, industrial machinery, raw materials, intermediate products, by-products, final products, or waste products.	Completed.
EPA ID Number	EPA		Completed.
Hazardous Waste - VSQG	RCRA	Very Small Quantity Generator, Receiving & Processing (JIT), Large Quantity Handler and Destination facility for universal waste (Spoke)	Completed.
Arizona Spoke			
Non-Title V Air Permit P008804	Maricopa County Air Quality Department (“MCAQD”)	The National Environmental Policy Act (“NEPA”) requires DOE to consider the environmental effects of proposed actions. The environmental review was provided in the form of an EA.	Received February 2022
RCRA EPA ID Number	EPA		Completed.
Multi-Sector General Permit No-Discharge Certificate (NDC)	Arizona Department of Environmental Quality (“ADEQ”)	This "No Discharge Certification" is an optional submission and is not required by the Clean Water Act (“CWA”) or Arizona Law.	Received July 2021
Conditional Use Permit	Gilbert Planning Commission		Received November 2021
Hazardous Waste - VSQG	RCRA	Very Small Quantity Generator, Receiving & Processing (JIT), Large Quantity Handler and Destination facility for universal waste (Spoke)	Completed.
Arizona Warehouse			
EPA ID Number	EPA		Completed.
Hazardous Waste - VSQG	RCRA	Very Small Quantity Generator, Receiving & Processing (JIT), Large Quantity Handler and Destination facility for universal waste (Spoke)	Completed.
New York Spoke			
Air Facility Registration Certificate	New York State Department of Environmental Conservation	Air permit registration	Received March 2020

Permit / Approval	Agency	Description	Status
	("NYSDEC") - Division of Air Resources		
State Pollution Discharge Elimination System (SPDES) discharge Permit	NYSDEC	Issued to Eastman Kodak Company as Spoke is within Eastman Business Park	-
EPA ID Number*	EPA		Completed.
6 NYCRR Part 360 RHRF - Greater than 5 tpd registration*	NYSDEC - Division of Material Management	Documentation of Legitimate Recycling, Beneficial Use Determination and Acknowledgment of Scrap Metal Exemption Notification Pursuant to 6 NYCRR 371.1(c)(7) for the Li-Cycle RHRF at Eastman Business Park (EBP)	Received March 2022
Hazardous Waste - VSQG	RCRA	Very Small Quantity Generator, Receiving & Processing (JIT), Large Quantity Handler and Destination facility for universal waste (Spoke)	Completed.

*Documents not made available to Buyer.

3. Li-Cycle Germany GmbH (Germany Spoke)

Permit / Approval	Agency	Description	Status
Germany Spoke			
Genehmigung nach § 4 Bundes-Immissionsschutzgesetz (BImSchG) für die Errichtung und den Betrieb einer Anlage zur Rückgewinnung von Rohstoffen aus Lithiumionenbatterien für die Firma Li-Cycle Germany GmbH (§ Nummer 4. BImSchV mit Nummer 8.11.2.1 (G E), 8.11.2.4 (V), 8.12.1.1 (G E), 8.12.2 (V))	Sachsen-Anhalt - Landesverwaltungsamt (LvWa) - Referat Immissionsschutz, Chemikaliensicherheit, Gentechnik, Umweltverträglichkeitsprüfung		Received May 2023
Erhöhung der Lagermenge an Schwarzmasse mit dem Abfallschlüssel 19 12 11* nach Abfallverzeichnis-Verordnung (AVV) im Output der Anlage	Sachsen-Anhalt - Landesverwaltungsamt (LvWa) - Referat Immissionsschutz, Chemikaliensicherheit, Gentechnik, Umweltverträglichkeitsprüfung		Received August 2023
Entsorger nummer (Waste disposal number)	Sachsen-Anhalt - Landesamt für Umweltschutz		Received May 2023
Erzeuger nummer (Waste producer number)	Sachsen-Anhalt - Landesamt für Umweltschutz		Received April 2023
Erlaubnis für Händler und Makler von gefährlichen Abfällen (Permit for dealers and brokers of hazardous waste)	Landkreis Börde Amt für Planung und Umwelt		Received April 2023

4. Li-Cycle Norway AS

Permit / Approval	Agency	Description	Status
Norway Spoke			
Vedtak om tillatelse til drift av batterigjenvinningsanlegg for Li-Cycle Norway AS på Vanem industriområde i Moss kommune (Decision on permission to operate a battery recycling plant for Li-Cycle Norway AS at Vanem industrial area in Moss municipality)	Statsforvalteren / Oslo og Viken		Received March 2024
Tillatelse etter forurensningsloven til behandling av batterier for Li-Cycle Norway AS (Permit under the Pollution Control Act for treatment of batteries for Li-Cycle Norway AS)	Statsforvalteren / Oslo og Viken		Received March 2024

5. Li-Cycle Americas Corp. (Ontario Spoke)

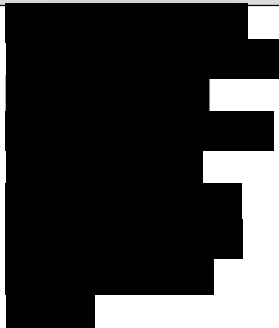

Permit / Approval	Agency	Description	Status
Ontario Spoke			
Closure Plan and Financial Assurance Re-Evaluation	Ontario Ministry of the Environment, Conservation and Parks, Kingston District Office	2024 Notification, Closure Plan and Financial Assurance Re-Evaluation re Hagerman Plan ECA No. 9444-BRGGY6	Submitted August 1, 2024
Closure Plan and Financial Assurance Re-Evaluation	Ontario Ministry of the Environment, Conservation and Parks, Kingston District Office	2024 Notification, Closure Plan and Financial Assurance Re-Evaluation re St. Remy Warehouse ECA No. 8046-BQWJNA	Submitted August 1, 2024
Waste - Amended Environmental Compliance Approval 9444-BRGGY6	Ontario Ministry of the Environment, Conservation and Parks	Approval of a waste disposal site (transfer and processing) to be used for the collection, sorting, repackaging, storage, and transfer of intact waste batteries, battery pack disassembly products, battery manufacturing scrap and intermediate waste battery process products, and consisting of one 950 square meter facility, and processing equipment	Issued March 31, 2022
Air – Amended Environmental Compliance Approval – 8208-C8EP4J	Ontario Ministry of the Environment, Conservation and Parks	Approval of a waste battery recovery facility, including the equipment and any ancillary and support processes and activities, operating at a facility production limit of up to 7,000 tonnes of intact waste batteries per year discharging to the air as described in the Original ESDM Report	Issued March 27, 2022
Permit of Equivalent Level of Environmental Safety (PELES) EC 22-001	Environment and Climate Change Canada	Permission for transportation of hazardous recyclable materials in Canada	Issued March 1, 2022 Expired March 1, 2025

Permit / Approval	Agency	Description	Status
Transportation of Dangerous Goods – Equivalency Certificate	Transport Canada, Transportation of Dangerous Goods Directorate	Authorizes transportation of lithium batteries in non-specification means of containment having a volume over 450 l. Conditions reflect the requirements found in Packing Instructions P903 and LP903 of the UN Recommendations. Allows alternative dangerous good safety mark requirements based on the requirements for IBCs in Part 4 of the TDG Regulations and the 49 CFR.	Issued January 27, 2022 Expires February 28, 2027
Environmental Compliance Approval A-500-509538004 <i>(issued to Li-Cycle Corp., superseded by amended ECAs issued in 2022 (above))</i>	Ontario Ministry of Environment, Conservation and Parks	Approval of a waste management system servicing the Province of Ontario	Issued May 16, 2021

Section 4.15
Financial Statements.

None.

Section 4.16
Financial Advisors.

Advisor	Nature of engagement	Estimated Fees
Moelis	Engagement Letter with Moelis & Co. LLC dated November 10, 2023	
Blue Tree (Bill Aziz)	Agreement with BlueTree Advisors Inc., under which Mr. Bill Aziz will provide management services to the Company, dated April 28, 2025	\$75,000 per month for a minimum of three months, a restructuring fee equal to the greater of 5% of the gross proceeds to Li-Cycle of a restructuring completed during the term of the agreement or within six months thereafter, or \$500,000.
Maplebriar (Ajay Kochhar)	Agreement with Maplebriar Holdings Inc., a company owned by The Kochhar Family Trust and a related party of Mr. Ajay Kochhar, dated May 1, 2025	Work fee of \$50,000 per month for a minimum of three months, a credit bid restructuring fee of \$200,000, a going-concern restructuring fee of \$500,000
A&M Financial	Engagement Letter with Alvarez & Marsal Canada Securities ULC dated May 8, 2025	

Section 4.17
Absence of Undisclosed Liabilities.

None.

Section 4.18
Tax Matters.

(a)

1. Any tax returns not yet due for the 2024 tax year have not been prepared or filed.
2. The 2024 New York State Tax Return was denied an extension and is currently past due. In 2023 the total penalty was approximately \$1500.00. No material impact is expected for 2024.
3. Any other tax returns currently due for the 2024 tax year have valid extensions.

Section 4.19
Taxable Canadian Property.

None.

Section 4.20
Obligations Under the Credit Documents.

None.

Section 4.21
Real Property.

(a)(i)

Address	Legal Description
205 McLaughlin Road Rochester, New York 14615 (Rochester Hub – Plant site)	Constructed and partially constructed industrial buildings and related improvements
55 McLaughlin Road Rochester, New York 14615 (Rochester Hub – Warehouse and Administrative Building site)	Warehouse and administrative building, consisting of approximately 275,932 square feet, comprising a raw materials and end warehouse, QA/QC laboratory, administrative office and visitor center

(a)(ii)

Facility	Address	Legal Description
Rochester Hub (Ground lease – Plant)	205 McLaughlin Road Rochester, New York 14615	Ground lease for land consisting of 41.06 acres, having a current address 205 McLaughlin Road, in the Town of Greece, Monroe County, bearing with a tax map number 089.04-1-3.211
Rochester Hub (Ground lease - Warehouse)	55 McLaughlin Road Rochester, New York 14615	Ground sublease 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
Leaseback Agreement	205 McLaughlin Road Rochester, New York 14615	Leaseback agreement with COMIDA for Rochester Hub (Ground lease – Plant).
Rochester Hub (Office/Storage/Lab)	Eastman Business Park 1200 Ridgeway, Building 320 Rochester, New York 14615	Leases for approximately 1,131 square feet of space located in Building 320, Eastman Business Park
New York Spoke (Plant)	Eastman Business Park 100 Latona Road, Building 350 Rochester, New York 14615	Lease for approximately 63,901 square feet of space in Building 350, Eastman Business Park
Ontario Spoke (Plant)	158 Hagerman Street, Kingston, Ontario, Canada K7K 5B8	Lease for approximately 10,198 square feet of space
Alabama Spoke (Plant)	1601 Boone Blvd Northport, Alabama 35476	Lease for approximately 108,469 square feet of space
Alabama Spoke (Warehouse)	3001 Interstate Circle Cottondale, Alabama 35443	Lease for approximately 120,000 square feet of space
Arizona Spoke (Plant)	4461 E. Nunneley Road Gilbert, Arizona 85296	Lease for approximately 138,949 square feet of space
Arizona Spoke (Warehouse – in use)	Building 2, 7035 E. Pecos Road, Suite 1020, Mesa, Arizona 85142	Lease for approximately 110,350 square feet of space
Arizona Spoke (Warehouse – not in use)	7958 E. Ray Road, Suite 125, Mesa, Arizona 85212	Lease for approximately 69,016 square feet of space

Facility	Address	Legal Description
<i>use - seeking to sublease)</i>		
Norway Spoke (Facility not in use – Seeking to sublease)	Vanemveien 20, 1599 Moss, Norway	Lease of approximately 165,936 square feet (15,416 square meters) of space
Germany Spoke (Plant and Warehouse)	Lange Göhren 4, 39171 Sülzetal OT Osterweddingen, Germany	Lease of approximately 546,828 square feet of space
Corporate HQ	207 Queens Quay, Suite 590 Toronto, Ontario M5J 1A7	Lease of approximately 31,762 square feet of space
Engineering Office	1400 Urban Center Vestavia Hills, Alabama 35242	Lease of approximately 9,362 square feet of space
EMEA Office	Geschäftshaus <Neuhof> Neuhofstrasse 6/8/10/12 CH 6340 Baar, Switzerland	Lease of approximately 3,186 square feet of space

(b)

Address	Legal Description
205 McLaughlin Road Rochester, New York 14615 Rochester Hub – Ground Lease – Plant Site	Easement over McLaughlin Road a/k/a McLoughlin Road, for ingress and egress to Ridgeway Avenue to and from the premises as granted in an Access Easement Agreement by and between Ridgeway Properties I, LLC and Li-Cycle North America Hub, Inc. dated March 18, 2022 and recorded March 21, 2022 in the Monroe County Clerk’s Office in Liber 12638 of Deeds at page 634
	Easement for ingress and egress over Kodak Park Road (Private Road) to and from the premises as granted in an Access Easement Agreement by and between Ridgeway Properties I, LLC and Li-Cycle North America Hub, Inc. dated June 9, 2022 and recorded June 13, 2022 in the Monroe County Clerk’s Office in Liber 12675 of Deeds, Page 375
	Sanitary Sewer Easement benefitting Parcel II as granted by Ridgeway Properties I, LLC to Ridgeway Properties I, LLC dated July 5, 2022 and recorded July 11, 2022 in Liber 12689 of Deeds at page 425
	Water Service Easement granted by Ridgeway Properties I, LLC to Li-Cycle North America Hub, Inc. dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 465
	Water Sanitary Sewer Easement granted by Ridgeway Properties I, LLC to Li-Cycle North America Hub, Inc. dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 476
	Storm Water Easement granted by Ridgeway Properties I, LLC to Li-Cycle North America Hub, Inc. dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 498
55 McLaughlin Road Rochester, New York 14615	Sanitary Sewer Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Ridgeway Properties I, LLC dated July 5, 2022 and recorded July 11, 2022 in Liber 12689 of Deeds at page 418
	Water Service Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Pike Conductor Dev 1, LLC dated

Address	Legal Description
Rochester Hub – Ground Sublease - Warehouse Site	December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 541
	Storm Water Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Pike Conductor Dev 1, LLC dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 524
	Sanitary Sewer Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Pike Conductor Dev 1, LLC dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 508.
	Access Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Pike Conductor Dev 1, LLC dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 532
	Access Easement benefitting the premises as granted by Ridgeway Properties I, LLC to Pike Conductor Dev 1, LLC dated December 22, 2022 and recorded December 22, 2022 in Liber 12762 of Deeds at page 516

(c)

1. Real Property Subject to Mechanics Liens:

Facility	Address	Collateral Description
Rochester Hub (Ground lease – Plant)	205 McLaughlin Road Rochester, New York 14615	Ground lease and constructed and partially constructed industrial buildings and related improvements and equipment and other assets thereon. See File 0.B.14
Rochester Hub (Ground lease - Warehouse)	55 McLaughlin Road Rochester, New York 14615	Ground sublease and warehouse and administrative building and related improvements and equipment and other assets thereon. File 0.B.14
New York Spoke (Plant)	Eastman Business Park 100 Latona Road, Building 350 Rochester, New York 14615	

2. DOE has an extensive security package, pursuant to the DOE Loan Documents that are disclosed in the Seller Parent’s Form 8-K, dated November 7, 2024.

3. Other Liens on Owned Real Property:

Debtor	Secured Party	UCC Financing Statement Number	Collateral Description
Li-Cycle Inc.	Glencore Canada Corporation	20241963865 (DE)	All assets, whether now owned or hereinafter acquired
Li-Cycle Inc.	Toyota Industries Commercial Finance, Inc.	2022090164 (NY)	1 Toyota Forklift (Model # 8FBCU25, Serial # 92384) 1 Crown Battery Model # 18-85-25 s/n 89071E2 1 Crown Charger Model #ET-36-1045-33OC s/n 22G9968.
Li-Cycle U.S. Inc.	Glencore Canada Corporation	20241963949 (DE)	All assets, whether now owned or hereinafter acquired
Li-Cycle North America Hub, Inc.	Glencore Canada Corporation	20241963469 (DE)	All assets, whether now owned or hereinafter acquired
Li-Cycle North America Hub, Inc.	National Bulk Equipment, Inc.	20238576257 (DE)	All goods purchased from National Bulk Equipment, Inc., a Michigan corporation, including, but not limited to, goods purchased pursuant to Order Number E402240064 (Li-Cycle PO PO007017) and any modification or changes thereto, all additions or proceeds from the foregoing
Li-Cycle Americas Corp.	Atco Structures & Logistics Ltd.	PPSA File Number 797537889	10 x 32 – Office; Partition
Li-Cycle Corp.	De Lage Landen Financial Services Canada Inc.	PPSA File Number 770101479	2014 Hyster E40HSD2 Forklift (s/n B219N02493M) with attachments and accessories
Li-Cycle Holdings Corp.	Canadian Imperial Bank of Commerce	PPSA File Number 783135369	Credit Facility

Party	Contractor/ Subcontractor	Amount	Date
Pike Construction Services, Inc. bookmark0	Contractor	\$2,775,777.62	November 16, 2023
Pike Conductor JV 1, LLC	Consultant	\$726,399.75	November 16, 2023, refiled March 2025
Ferguson Enterprises LLC	Supplier	\$815,900.00	December 14, 2023
Qualico Steel Company, Inc.	Supplier	\$1,236,978.25	December 7, 2023
Qualico Steel Company, Inc.	Supplier	\$35,149.24	January 3, 2024
	Qualico Steel Company, Inc. Total:	\$1,272,127.49	
Advance Tank & Construction LLC	Supplier	\$1,727,983.83	December 19, 2023
Tartaglia Railroad Services, Inc.	Contractor	\$385,163.99	March 13, 2024

Hatch Associates Consultants, Inc.	Engineering Consultant	\$8,421,998	November 29, 2023
MasTec Industrial Corp.	Contractor	\$44,139,764 ⁴	February 23, 2024
CECO Industrial Solutions Inc.	Contractor	\$511,562.63	October 3, 2024
CECO Industrial Solutions Inc.	Contractor	\$466,586.53	July 31, 2024
Bristol Steel Inc.	Contractor	\$177,000.00	June 24, 2024
EWT Holdings III Corp. dba Evoqua Water Technologies	Supplier to Li-Cycle, Inc. (R&D)	\$45,228.87	January 27, 2025
Total Contractor		\$61,465,492.71	
Frank Lill & Son, Inc.	Subcontractor to MasTec Industrial Corp.	\$1,619,860	October 27, 2023
Frank Lill & Son, Inc.	Subcontractor to MasTec Industrial Corp.	\$7,078,371.92	December 11, 2023
	Frank Lill & Son, Inc. Total:	\$8,698,231.92	
LeChase Construction Services	Subcontractor to MasTec Industrial Corp.	\$7,493,073.68	December 12, 2023

LeChase Construction Services	Subcontractor to MasTec Industrial Corp.	\$4,247,949.21	December 12, 2023
	LeChase Construction Services Total:	\$11,741,022.89	
Tec Protective Coatings Inc.	Subcontractor to MasTec Industrial Corp.	\$4,585,637	January 8, 2024
JF Ahern	Subcontractor to MasTec Industrial Corp.	\$1,983,859.17	June 20, 2024
Rilco Manufacturing Co. Inc.	Subcontractor to MasTec Industrial Corp.	\$715,977.97	June 20, 2024
Andronaco Industries, LLC	Subcontractor to MasTec Industrial Corp.	\$7,416,441.70	June 20, 2024
Nucor Rebar Fabrication Northeast LLC	Subcontractor to MasTec Industrial Corp.	\$885,085.75	June 20, 2024
Total Subcontractor – MasTec acquired		\$36,026,256.40	

Ferguson Enterprises LLC	Supplier to MasTec Industrial Corp.	\$2,147,571.42	December 14, 2023
Connors Haas Inc.	Subcontractor to MasTec Industrial Corp.	\$380,000	January 5, 2024
GCP Applied Technologies Inc.	Supplier to UDN Inc.	\$47,471.70	May 9, 2024
Hamburg Overhead Door Inc.	Subcontractor to UDN Inc.	\$108,458.20	June 4, 2024

Total Subcontractor - OTHER		\$2,683,501.32	
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Party	Description	Amount	Date
Pike Conductor Dev 1, LLC (“Landlord”)	Contractor to HubCo	\$5,068,288.23	December 7, 2023
Total		\$5,068,288.23	

(d)

Pursuant to Section 16 of the Amended and Restated Ground Sublease Agreement, dated as of May 31, 2024, by and between Pike Conductor Dev I, LLC and HubCo, if there is an Event of Default by HubCo and the Pike Landlord terminates the Agreement under Section 16, then HubCo must surrender the Land and Building to the Pike Landlord. As the date hereof, no termination has occurred.

(g)

1. RED-Rochester, LLC may discontinue utility services if, under the following agreements, HubCo fails to pay for such services and fails to cure a notice of default:
 - i. Eastman Business Park Utility Services Agreement (Hub Facility), dated May 6, 2024, by and between RED-Rochester, LLC and HubCo
 - ii. Eastman Business Park Utility Services Agreement (Warehouse Facility), dated May 6, 2024, by and between RED-Rochester, LLC and HubCo

(h)

1. Notices of Default for non-payment of rent have been issued for the following leases
 - i. Ground Lease Agreement (Hub Plant Lands), dated August 3, 2021, as amended, by between Ridgeway Properties I, LLC and HubCo
 - ii. Amended and Restated Ground Sublease Agreement, dated May 31, 2024, by and between Pike Conductor Dev I, LLC and HubCo
 - iii. Standard Industrial/Commercial Multi-Tenant Lease, dated September 1, 2021, as amended, by and between CI418 Landing 202 LLC and Sherman Street Landing 202 LC and Li-Cycle Inc.
 - iv. Lease Agreement, dated November 1, 2021, as amended, by and between Automotive Corridor, LLC and Li-Cycle Inc.

(i)

1. The disclosures listed in Section 4.21(h) of this Sellers’s Disclosure Schedule are hereby incorporated by reference.
2. Payment Plan Agreement dated December 27, 2024 between Li-Cycle Norway AS, Li-Cycle Europe AG and Marine Trading AS allows for different (more favourable to tenant) payment terms under the Norway lease. Parties are seeking to find a new tenant for the site.

(j)

1. The lease property for the Rochester Hub plant is in good order and has been minorly affected by casualty / theft (e.g., cutting and removal of previously installed copper grounding wires). The Rochester Hub property is a paused construction site with partially constructed buildings, foundations, structural steel, and equipment. Occupancy permits for partially constructed buildings have not been received, nor would be granted if requested, from the Town of Greece Building Department due to the unfinished state.

(l)

1. There are tax benefits/exemptions for construction of the Hub under:
 - i. Payment-in-Lieu-of-Tax (PILOT) Agreement, dated December 1, 2022, as amended, by and between COMIDA and HubCo
 - ii. Amended and Restated Ground Sublease Agreement, dated May 31, 2024, by and between Pike Conductor Dev I, LLC and HubCo

(m)

1. Section 7 of the PILOT Agreement provides: *“No portion of any interest in this PILOT Agreement may be assigned by the [HubCo], nor shall any person other than [HubCo] be entitled to succeed to or otherwise obtain any benefits of [HubCo] hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.”*

Section 4.22
Tangible Personal Property.

Lease Schedule as of April 30, 2025 made available in the VDR/SharePoint. Link: 2.15 Lease Schedule as of 4.30.25 – Tangible Personal Property.

Section 4.23
Insurance.

Summary of insurance coverages by entity made available in the VDR/SharePoint. Link: [2.13 Insurance Coverage List](#).

Section 4.24
Environmental Matters.

(a)(ii)

1. Both the Warehouse Lot and the Hub Plant Lot are part of a piece of property that is a site listed on the New York State Registry of Inactive Hazardous Waste Disposal Sites, i.e., it is an identified “New York State Superfund Site,” with known contamination. Further, the Site has already been investigated (to determine the nature and extent of contamination) by the Eastman Kodak Company to the satisfaction of the NYSDEC. The site was, then, remediated to the satisfaction of the NYSDEC. Thus, the entire site, including the Hub Plant Lot, and Warehouse Lot, is in post-remedial long term site management due to residual chlorinated solvent contamination in the “restricted area” to the northeast of the former Shed S-26 source area located on the southeast corner of the off-site Building 502 lot. Post-remedial long term site management is being implemented through an institutional control, i.e., the Environmental Easement, which in turn requires the owners and their tenants to comply with the NYSDEC-approved Site Management Plan (“SMP”). SMP notes at subsection 3(c) that “there is no currently known contamination outside of the ‘restricted area.’” Put another way, contaminant concentrations in site soils outside the restricted area are below the applicable Part 375 Commercial SCOs “and/or NYSDEC has granted a ‘No Further Action’ for soils on the EBP-S parcel,” including the Warehouse Lot and the Hub Plant Lot.

(b)

1. Germany Spoke – Gas Phase Emissions
 - i. The disclosure listed in Item 1 of Section 4.13(u) of this Sellers’ Disclosure Schedule is hereby incorporated by reference.
2. ADEM Complaint
3. Hanna Claim

Section 4.25
Anti-Corruption.

None.

Section 4.26
DOE Loan Documents.

None.

Section 4.27
Books and Records.

None.

Section 4.28
No Encumbrances.

1. **DOE Loan Facility** - The obligations under the DOE Loan Facility are secured on a first priority basis (subject to customary exceptions and permitted liens) by, and among other things, the shares of: Li-Cycle U.S. Inc., Li-Cycle Inc. and Li-Cycle North America Hub, Inc. (collectively, the “Borrower Entities”).
2. **Glencore** – Glencore has an extensive security package pursuant to the Secured Convertible Notes and, upon modification of the Unsecured Note, will also have security under the Unsecured Note.
3. **CIBC** - The Company has pledged \$1,284,000 within the USD account of the Company at CIBC, to cover standby Letters of Credits and corporate credit cards up to CAD\$1.4 million, pursuant to an Investment Property Pledge Agreement dated May 16, 2022 (the “CIBC Pledge Agreement”).
4. **Investitionsbank Sachsen-Anhalt** - The local state development bank of the State of Saxony-Anhalt, Germany (i.e., Investitionsbank Sachsen-Anhalt) has a Security Agreement (“Sicherungsübereignungsvertrag”) executed by Li-Cycle Germany GmbH, transferring title to certain Spoke equipment to the bank, to provide collateral to support ongoing covenants related to the State grant (up to ~\$6.8m), received in part in April 2024. This is the customary method of securing movable assets in Germany (analogous to a UCC filing in the USA). Standard template provided by local state development bank.
5. **UBS** – Li-Cycle Europe AG has a credit facility with UBS Switzerland AG for up to EUR 7.6 million as (a) advance payment guarantee in favour of Linde Material Handling GmbH, valid up to March 1, 2033, and (b) payment guarantee to UBS Europe SE with the purpose of issuing a “Buergschaft nach dem Bundesimmissionsschutzgesetz” in favour of Land Sachsen-Anhalt vertreten durch das Landesverwaltungsamt Halle with unlimited validity, pursuant to a Credit Agreement, dated April 20, 2023, by and between UBS Switzerland AG and Li-Cycle Europe AG, and the Supplement thereto, dated June 5, 2023,. This credit facility is secured by a pledge of the assets of Li-Cycle Europe AG for a maximum amount of EUR 8 million.

Section 4.29
No Intragroup Liabilities.

Intercompany Schedule made available to the VDR/SharePoint in section 2.12 (link: 2.12 Intercompany Schedule as of 4.30.25)

Section 4.30
No Insolvency.

1. The disclosure listed in Section 4.4(b) of this Sellers' Disclosure Schedule is hereby incorporated by reference.

Section 4.31
Inventory.

Consigned inventory includes feedstock, semi-finished and finished goods held at the following locations (all held by Li-Cycle Europe AG)

1. Feedstock and finished goods inventory consigned to PPHU Polblume Zbigniew Miazga in Poland in the amount of approximately \$295,043.
2. Finished and semi-finished goods inventory consigned to REMONDIS PMR GmbH in the amount of approximately \$1,338,993.
3. Finished goods stored at S1 PROJEKT / Sören Schäffer in the amount of approximately \$1,338,993.

Section 6.16
Intercompany Obligations.

1. Seller Parent Receivable.
2. DIP Proceeds Intercompany Loan Agreement between Seller Parent and German SpokeCo.
3. And any other receivable held by Seller Parent and due from either the Swiss Entity or the German SpokeCo.

Section 6.17
Payment Guarantee.

The payment guarantee dated June 28, 2022 and granted by Seller Parent for German SpokeCo regarding a commercial lease agreement between German SpokeCo and EAB Gewerbepark Sülzetal GmbH, a limited liability company (Gesellschaft mit beschränkter Haftung) under the laws of the Federal Republic of Germany, with its corporate seat in Sülzetal, Germany and its business address at Neue Straße 15, 39171 Sülzetal and registered with the Commercial Register (Handelsregister) of the Local Court (Amtsgericht) of Stendal under the registration number HRB 26912, dated June 22/27, 2022.

Section 7.3
Third-Party Arrangements.

1. All Priority Lienholders and supplier agreements with such lienholders (e.g. MasTec, Hatch, Pike Conductor and others).
2. That certain Standard Lease for Office and Industrial Buildings (New/Rehabilitated), dated as of July 10, 2023, by and between Marine Trading AS and Li-Cycle Norway AS.
3. That certain Payment Plan Agreement, dated as of December 27, 2024, among Li-Cycle Norway AS, Li-Cycle Europe AG, and Marine Trading AS.
4. That certain Lease Agreement, dated as of June 1, 2022, by and between Alfred Muller AG and Li-Cycle Europe AG.
5. That certain Lease Agreement, dated as of June 1, 2024, by and between Alfred Muller AG and Li-Cycle Europe AG.
6. That certain Commercial Lease Agreement, dated as of June 27, 2022, by and between eab Gewerbepark Sulztal GmbH and Li-Cycle Germany GmbH.
7. That certain Lease Agreement, dated as of December 1, 2022, by and between Pike Conductor Dev I, LLC and the County of Monroe Industrial Development Agency.
8. That certain Payment-in-lieu-of-Tax-Agreement, dated as of December 1, 2022, by and between the COMIDA and Li-Cycle North America Hub, Inc.
9. That certain Project Agreement, dated as of March 22, 2022, by and between the COMIDA and Li-Cycle North America Hub, Inc. (as amended on December 23, 2022).
10. That certain Loan Arrangement and Reimbursement Agreement, dated November 7, 2024 (as amended by that certain Omnibus Amendment and Consent Agreement, dated January 13, 2025) among the Department of Energy, Li-Cycle U.S. Inc., as the borrower, Li-Cycle North America Hub, Inc., and Li-Cycle Inc., each as a subsidiary guarantor.
11. That certain 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).
12. That certain Lease Agreement, dated as of December 1, 2022, by and between Li-Cycle North America Hub, Inc. and the COMIDA.

13. That certain Amended and Restated Ground Sublease Agreement, dated as of January 12, 2023, by and between Pike Conductor Dev I, LLC and Li-Cycle North America Hub, Inc. (as amended on July 27, 2023, and May 31, 2024).
14. That certain Leaseback Agreement, dated as of December 1, 2022, by and between COMIDA and Li-Cycle North America Hub, Inc.
15. That certain Leaseback Agreement, dated as of December 1, 2022, by and between the COMIDA and Pike Conductor Dev 1, LLC.
16. Payment Guarantee as described in Section 6.17 of this Sellers' Disclosure Schedule.

Section 8.1(i)
Carve-Out Conditions.

The condition to closing of the Transaction to be referred to herein shall be the condition set forth in that certain letter agreement, dated as of May 14, 2025, by and between Seller Parent and Buyer.