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.

SUPPLEMENT TO THE FIFTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.

JULY 31, 2025

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 TRANSITION SERVICES AGREEMENT 4

3.0 REVISIONS TO THE THIRD STALKING HORSE AMENDMENT 7

4.0 KEY EMPLOYEE INCENTIVE PLAN 7

5.0 WIND DOWN AMOUNT 9

6.0 UPDATED CASH FLOW FORECAST 11

7.0 UPDATE ON THE PRIORITY CLAIMS AND CURE AMOUNTS PROCEDURES ... 12

8.0 EXTENSION OF STAY PERIOD 14

9.0 MONITOR'S CONCLUSIONS AND RECOMMENDATION 14

APPENDICES

Appendix A – Fifth Report of the Monitor, dated July 25, 2025 (without appendices)

Appendix B – Updated Cash Flow Forecast for the Period Ending November 7, 2025

1.0 INTRODUCTION

1.1 On May 14, 2025, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made an initial order (the "**Initial Order**") granting Li-Cycle Holdings Corp., Li-Cycle Corp., Li-Cycle Americas Corp., Li-Cycle U.S. Inc., Li-Cycle Inc. ("**US SpokeCo**"), and Li-Cycle North America Hub, Inc. (collectively, the "**Applicants**")[1] certain relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended. The proceedings commenced thereby are referred to herein as the "**CCAA Proceedings**". Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. as monitor of the Applicants in the CCAA Proceedings (in such capacity, the "**Monitor**").

1.2 On May 22, 2025, the Applicants obtained an amended and restated Initial Order (the "**ARIO**") which, among other things, approved: (i) the credit facility (the "**DIP Facility**") from Glencore International AG (the "**DIP Lender**") and the DIP Term Sheet dated May 14, 2025, as amended pursuant to the First Amendment to the DIP Term Sheet dated May 22, 2025 (as further amended pursuant to the Second Amendment to the DIP Term Sheet dated July 9, 2025, the "**DIP Term Sheet**"); (ii) the KERP (as defined in the ARIO); and (iii) the extension of the Stay Period (as defined in the ARIO) to and including July 7, 2025. The Stay Period has been further extended on several occasions and currently extends to August 7, 2025.

1.3 Also on May 22, 2025, the Applicants obtained a sale and investment solicitation process order (the "**Sale Process Order**") which, among other things: (i) approved the stalking

[1] References herein to the "Applicants" following the closing of the transaction contemplated by the Stalking Horse Agreement (as defined below), shall refer to the Applicants other than US SpokeCo.

horse sale process (the "**SISP**"); and (ii) authorized and approved the execution by the Applicants of the equity and asset purchase agreement dated May 14, 2025 among all of the Applicants except Li-Cycle Inc. and Glencore Canada Corporation (as amended pursuant to amendments dated May 22, 2025, July 9, 2025 and July 29, 2025, the "**Stalking Horse Agreement**"), and approved the Stalking Horse Agreement for the purposes of acting as the "stalking horse bid" in the SISP.

1.4 On May 14, 2025, following the granting of the Initial Order, the Chief Restructuring Officer, in its capacity as foreign representative (the "**Foreign Representative**"), obtained an Order granting provisional relief from the United States Bankruptcy Court for the Southern District of New York (the "**US Bankruptcy Court**").

1.5 On May 23, 2025, the Foreign Representative also sought and obtained orders, on a final basis, from the US Bankruptcy Court, among other things, recognizing the CCAA Proceedings as "foreign main proceedings" and giving full force and effect to the CCAA Proceedings, the ARIO and the Sale Process Order in the United States under Chapter 15 of the United States Bankruptcy Code (the "**Chapter 15 Proceedings**", and together with the CCAA Proceedings, the "**Restructuring Proceedings**").

1.6 On July 25, 2025, the Monitor filed its fifth report in the CCAA Proceedings (the "**Fifth Report**"). Additional background information in respect of the Applicants and the Restructuring Proceedings is provided in the Fifth Report. This report (the "**Supplementary Fifth Report**") should be read in conjunction with the Fifth Report. This Supplementary Fifth Report is subject to the same terms of reference and disclaimer as set

out in the Fifth Report in all respects. A copy of the Fifth Report, without appendices, is attached hereto as **Appendix "A"**.

1.7 The Fifth Report was filed in connection with the Applicants' motion that was originally returnable July 28, 2025 (the "**Sale Approval Hearing**"), seeking the proposed Approval and Vesting Order. Pursuant to the Endorsement of Justice Steele dated July 28, 2025, the Sale Approval Hearing was adjourned to August 1, 2025.

1.8 On July 29, 2025, the Applicants served a supplementary motion record that included the supplemental affidavit of William E. Aziz, sworn July 29, 2025 (the "**Supplementary Fifth Aziz Affidavit**"), on the service list in the CCAA Proceedings, which provided information in respect of, among other things, the following:

(i) a proposed form of transition services agreement (the "**TSA**"), which was included as an exhibit thereto;

(ii) revisions made to the Third Stalking Horse Amendment;

(iii) information regarding a proposed Key Employee Incentive Plan (the "**KEIP**") for certain specified employees.

1.9 Approval of the TSA, approval of the KEIP and the proposed extension of the Stay Period are collectively referred to herein as the "**Subject Relief**".

1.10 The purpose of this Supplementary Fifth Report is to provide additional information and the Monitor's views to the Court regarding the Subject Relief sought at the Sale Approval Hearing and the Updated Cash Flow Forecast (as defined below) in connection with the

Applicants' request for an extension of the Stay Period until and including November 7, 2025. In the Fifth Report, the Monitor commented on and recommended the remainder of the relief being sought at the Sale Approval Hearing.

1.11 All capitalized terms used but not defined herein have the meanings given to them in the Fifth Report or the Supplementary Fifth Aziz Affidavit, as applicable. Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars ("**USD**").

2.0 TRANSITION SERVICES AGREEMENT

2.1 As described in the Fifth Report, the Stalking Horse Agreement contemplates the TSA to be entered into between the Buyers and the applicable Sellers. Pursuant to the TSA, the applicable Sellers will provide the Buyers with the Seller Transition Services (as defined below), and the Buyers will provide the applicable Sellers with the Buyer Transition Services (as defined below), in connection with the transition of the Transferred Assets (as defined in the Stalking Horse Agreement) to the Buyers, and in connection with the wind-down of the Applicants' businesses following the closing of the Transaction (the "**Closing**").

2.2 Since the date of the Fifth Report, the Applicants and the Buyers, in consultation with the Monitor, have finalized the terms of the TSA.

2.3 The key terms of the TSA are as follows:[2]

[2] The following constitutes a summary description of the TSA only. Reference should be made to the TSA for all of its terms and conditions.

(i) **Term:** An initial term of five weeks, with an option for the Buyers to extend for an additional five weeks provided that the Buyers adhere to specified notice requirements (the "**Li-Cycle Services Term**").

(ii) **Seller Transition Services:** The applicable Sellers shall provide the Buyers with the services set forth on Schedule 2.1(a) of the TSA (the "**Seller Transition Services**"). The Seller Transition Services include: (a) finance and accounting services, (b) human resources services, (c) information technology services, (d) legal services, and (e) *ad hoc* support or transitional activities requested by the Buyers that are not specifically identified elsewhere on Schedule 2.1(a) of the TSA, including *ad hoc* data requests, follow-up support to clarify documentation or any unforeseen transitional needs triggered by regulatory, legal or audit inquiries.

(iii) **Buyer Transition Services:** The Buyers shall provide the applicable Sellers with the services set forth on Schedule 2.1(b) of the TSA (the "**Buyer Transition Services**") at no cost. The Buyer Transition Services include: (a) various information technology, operations, legal, marketing, health and safety, human resources and finance applications and systems, and (b) reasonable access during normal business hours to the employees of the Buyers or their affiliates that were employees of the applicable Sellers for limited *ad hoc* data and information requests, and to books and records, as is necessary to wind-down the Applicants' operations and those of their subsidiaries, the preparation or amendment of any tax returns, and to address ongoing CRA and HST audits.

(iv) **Transition Services Expenses:** On the first business day of each five-week period, the Buyers shall advance to the applicable Sellers the service fees and any reasonably incurred out-of-pocket expenses (the "**Estimated Expenses**") estimated to be incurred by the applicable Sellers in connection with the performance of the Seller Transition Services during that five-week period. The Buyers will also reimburse the applicable Sellers for all reasonably incurred out-of-pocket expenses that exceed the Estimated Expenses, including fees and charges to qualified third party providers, the Monitor, legal counsel to the Monitor and legal counsel to the Applicants which are reasonably incurred by the applicable Sellers in connection with the performance of the Seller Transition Services (together with the Estimated Expenses, the "**Transition Services Expenses**"). The Monitor notes that any fees and charges of the Monitor and its counsel are required to be paid upon receipt of invoices reflecting same, and if they are approved by the Court, they will be deemed to be reasonably incurred by the Seller in the performance of its services under the TSA.

(v) **Termination:** The Buyers may terminate any Service upon 15 days' prior written notice and may terminate any service if a Cost Dispute (each as defined in the TSA) remains unresolved for 15 days following notification of the dispute.

2.4 The Monitor supports approval of the execution by the Applicants of, and the performance by the Applicants of their respective obligations under, the TSA, to ensure a seamless transition of going concern operations to the Buyers and an orderly wind down of the Applicants' remaining businesses following the Closing. The Monitor is of the view that the TSA is reasonable and appropriate in the circumstances on the basis that the length of

the Li-Cycle Services Term is reasonably proportionate to the transition services being provided and the TSA provides for payment by the Buyers of the fees and out of pocket expenses incurred by applicable parties during the Li-Cycle Service Term on the terms set forth therein.

3.0 REVISIONS TO THE THIRD STALKING HORSE AMENDMENT

3.1 The purpose of the Third Stalking Horse Amendment is to, among other things, clarify the agreement among the parties regarding the period available to the Buyer to add specified contracts to the schedule of Assumed Contracts (as defined in the Stalking Horse Agreement). The Third Stalking Horse Amendment provides greater certainty regarding the contracts that may be added to the schedule of Assumed Contracts for the period following the Closing until termination or expiration (whichever is earlier) of the TSA.

4.0 KEY EMPLOYEE INCENTIVE PLAN

4.1 In order to facilitate and encourage the continued participation of senior and operational management and other key employees during the CCAA Proceedings, the Applicants are seeking approval of the KEIP, which includes 10 key employees (the "**KEIP Employees**") who are considered by the Applicants to be critical to being able to keep their business running and to ensure the Applicants can meet their obligations under the TSA during the Li-Cycle Services Term. The Monitor understands that the KEIP is intended to retain and incentivize the KEIP Employees to remain in their employment during the Li-Cycle Services Term.

4.2 The proposed potential KEIP Incentive Payments to the KEIP Employees pursuant to the KEIP during the KEIP Retention Period (each as defined below) are, in aggregate, CAD

$86,964 and USD $48,076. The KEIP Incentive Payments will be paid as Transition Services Expenses pursuant to the TSA.

4.3 The KEIP includes two five-week retention periods that are consistent with the Li-Cycle Services Term:

(i) August 7, 2025 to September 11, 2025 ("**KEIP Period One**"); and

(ii) September 12, 2025 to October 16, 2025 ("**KEIP Period Two**" and collectively with KEIP Period One, the "**KEIP Retention Period**").

4.4 The KEIP contemplates the following proposed payouts to the KEIP Employees (each a "**KEIP Incentive Payment**"):

(i) with respect to KEIP Period One, following the earlier of: (a) September 11, 2025, and (b) the date on which the employee is terminated by the applicable Applicant, if earlier terminated without cause; and

(ii) with respect to KEIP Period Two, following the earlier of: (a) October 16, 2025, and (b) the date on which the employee is terminated by the applicable Applicant, if earlier terminated without cause.

4.5 The redacted version of the KEIP is attached as Exhibit "D" to the Supplementary Fifth Aziz Affidavit. An unredacted version of the KEIP has been filed as Confidential Exhibit "E" to the Supplementary Fifth Aziz Affidavit, which the proposed Approval and Vesting Order provides shall be sealed, kept confidential, and not form part of the public record pending further order of the Court.

4.6 As part of its review and consideration of the KEIP, the Monitor examined key employee retention plans and key employee incentive plans that have previously been approved by the Court in similar proceedings. The Monitor supports the approval of the proposed KEIP and the filing of Confidential Exhibit "E" to the Supplementary Fifth Aziz Affidavit under seal, as:

(i) the KEIP will provide stability to the business and assist in facilitating the successful completion of the CCAA Proceedings by incentivizing the retention of the KEIP Employees;

(ii) the KEIP Employees are considered by the Applicants, in exercising their business judgement, to be critical to completing the Seller Transition Services;

(iii) the terms of the KEIP and the quantum of the payments expected to be made thereunder are reasonable both in the circumstances and when compared to other key employee retention plans previously approved by the Court; and

(iv) Confidential Exhibit "E" to the Supplementary Fifth Aziz Affidavit contains personal and sensitive information, including the names and remuneration of individual KEIP Employees, which may cause harm to the applicable employees should such information be made available to the public.

5.0 WIND DOWN AMOUNT

5.1 The proposed Approval and Vesting Order provides, among other things, that the Wind Down Amount (as defined below) will be paid to and held by the Monitor in an interest-bearing account, and the Monitor will be authorized and empowered, but not obligated to,

release funds from the Wind Down Amount to: (i) any Applicant; or (ii) any other person, provided that, in each case, the funds are to be used to satisfy the Wind Down Expenses (as defined below) of the nature contemplated in the Wind Down Budget (as defined below) as determined by the Monitor in its sole and absolute discretion.

5.2 The proposed Approval and Vesting Order further provides that any unused portion of the Wind Down Amount that is not used or reserved as at the completion of the CCAA Proceedings, as and when determined by the Monitor, shall be transferred by the Monitor to the DIP Lender, and for clarity, the Wind Down Amount shall not be considered to be proceeds of the sale of the Acquired Property and no Claims or Encumbrances (other than the Administration Charge) (each as defined in the proposed Approval and Vesting Order) shall attach to the Wind Down Amount.

5.3 If the Total Rochester Option (as defined in the Stalking Horse Agreement) is exercised, $1,250,000, or if the Partial Rochester Option (as defined in the Stalking Horse Agreement) 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, up to a maximum amount of $1,250,000 (the "**Incremental Winddown Amount**") will be added to the "Aggregate Maximum Amount" provided for under the Second DIP Amendment.

5.4 The Incremental Winddown Amount is intended to be used to consult with key stakeholders to consider the most efficient manner in which to dispose of any materials and equipment at the Hub in Rochester, New York (the "**Rochester Hub**") and, absent receipt of additional funding, to potentially file applicable motions in the US Bankruptcy Court to

abandon the Rochester Hub in accordance with the provisions of the United States Bankruptcy Code.

6.0 UPDATED CASH FLOW FORECAST

6.1 As further described in the Supplementary Fifth Aziz Affidavit, the Transaction is contemplated to close on August 6, 2025.

6.2 As contemplated under the Budget (as defined in the DIP Term Sheet), the Applicants, in consultation with the Monitor and Glencore, prepared an updated budget (the "**Wind Down Budget**") reflecting the anticipated costs of the Applicants (for certainty, other than US SpokeCo) after Closing, including amounts to fund an orderly wind-down of the Applicants, Monitor costs and professional fees associated with the remainder of the CCAA Proceedings, as well as costs to fund a bankruptcy or other subsequent process of the Applicants (but, for certainty, not including the Transition Services Expenses, which are provided for separately in the TSA) (all such costs and expenses, the "**Wind Down Expenses**"), as well as any amounts included in the Cash Flow Forecast that have been incurred but will not yet be paid at Closing. The aggregate amount to be funded pursuant to the Wind Down Budget will be funded through the Applicants' final draw under the DIP Facility (such aggregate amount, the "**Wind Down Amount**").

6.3 In addition, the Transition Services Expenses are to be funded by the Buyers and paid in accordance with the provisions of the TSA as described above.

6.4 The Applicants' updated cash flow forecast for the fourteen-week period August 2, 2025 to November 7, 2025 (the "**Updated Cash Flow Forecast**") comprised of the week of Closing, the Li-Cycle Services Term (being the first ten-week period post-Closing),

followed by a three-week wind-down period, including the Transition Services Expenses and the Wind Down Budget, is attached hereto as **Appendix "B"**. To the extent that the TSA is terminated on the completion of the initial five-week term, it is contemplated that the three-week wind down period will immediately follow that initial term.

6.5 Based on the Updated Cash Flow Forecast, the Applicants are forecast to have sufficient liquidity through the period to the proposed extension to the Stay Period.

7.0 UPDATE ON THE PRIORITY CLAIMS AND CURE AMOUNTS PROCEDURES[3]

7.1 The Fifth Report includes, among other things, an update in respect of the assessment of Priority Claims and Cure Amounts. A further update is provided below.

7.2 Since the date of the Fifth Report, the Monitor has become aware of two additional Cure Amounts Objection Notices that were not previously assessed by the Monitor. One of these was filed in the amount of $782,423 and was submitted to an incorrect email address, and the second was filed after the Cure Amounts Objection Deadline and did not specify a claim amount that differed from that included in the Cure Amounts Schedule for that respective Claimant. Both of these remain under review by the Applicants and the Monitor at the date of this Supplementary Fifth Report.

7.3 The Monitor has also received a Notice of Dispute of Priority Claim in response to one of the Notices of Revision or Disallowance sent on July 16, 2025 regarding a Proof of Priority

[3] Capitalized terms used and not defined in this section of the Supplementary Fifth Report have the meanings ascribed to them in the Priority Claims and Cure Amounts Procedure Order issued on June 9, 2025.

Claim submitted in the Priority Claims Procedure. This remains under review by the Applicants and the Monitor as at the date of this Supplementary Fifth Report.

7.4 The following is a summary of the Priority Claims and Cure Amounts as at July 30, 2025:

Summary of Priority Claims and Cure Amounts at July 30, 2025 (USD $000's)		
	No. of Claims	**Amount ($)**
Priority Claims		
Deemed Accepted Priority Claims	27	20,199
Proofs of Priority Claim disallowed	3	1,839
Proofs of Priority Claim disputed disallowance	1	1,957
Proof of Priority Claim accepted	1	122
Proof of Priority Claim under review	1	14
Proof of Priority Claim in respect of non-Asset Seller	1	111
Notices of Dispute of Priority Claim under review	3	86,090
Total Potential Priority Claims *	**36**	**110,331**
Cure Amounts		
Deemed Accepted Cure Amounts	1,190	54,159
Cure Amounts Objection Notice withdrawn	1	575
Cure Amounts Objection Notices reconciled	39	12,009
Cure Amounts Objection Notices under review	14	76,278
Total Potential Cure Amounts	**1,244**	**143,021**

* One claim in the amount of approximately $12.3 million previously under review was withdrawn by the Claimant. Accordingly, the amount in the Negative Notice Priority Claim of that Claimant of approximately $8.4 million has been included as a Deemed Accepted Priority Claim.

7.5 The Monitor understands that discussions remain ongoing among the Buyers and various parties to determine whether a mutually agreeable resolution can be reached in respect of Cure Amounts and Priority Claims in association with the determination by the Buyers as to whether the associated contracts will be Assumed Contracts and whether the associated assets will be Excluded Assets (as defined in the Stalking Horse Agreement). If no resolution is reached, the contracts subject to the Cure Dispute or assets subject to alleged Priority Claims may yet be excluded from the Transaction by the Buyers, and such excluded contacts and/or assets will need to be addressed by the Applicants and the

Monitor as part of the wind down of the Applicants and the Restructuring Proceedings following the Closing of the Transaction.

8.0 EXTENSION OF STAY PERIOD

8.1 The Stay Period currently expires on August 7, 2025, and the Applicants are seeking an extension of the Stay Period until and including November 7, 2025.

8.2 The Monitor supports the Applicants' motion to extend the Stay Period until and including November 7, 2025, for the following reasons:

(i) it will provide an extended period to allow the Applicants and the Buyers to fulfill their obligations under the TSA and to wind down and complete the CCAA Proceedings;

(ii) the Updated Cash Flow Forecast demonstrates that the Applicants are projected to have sufficient liquidity through to the end of the proposed extended Stay Period;

(iii) the Applicants continue to act in good faith and with due diligence; and

(iv) it is not expected that any creditor will be materially prejudiced by the proposed extension of the Stay Period.

9.0 MONITOR'S CONCLUSIONS AND RECOMMENDATION

9.1 For the reasons set out in this Supplementary Fifth Report, the Monitor respectfully recommends that the Court grant the Subject Relief sought pursuant to the Approval and Vesting Order, among other things:

(i) authorizing and empowering the applicable Sellers to perform their respective obligations under the TSA;

(ii) authorizing and empowering the Monitor to administer the Wind Down Amount and complete those incidental activities associated with the TSA and the Wind Down Amount;

(iii) approving the KEIP; and

(iv) extending the Stay Period until and including November 7, 2025.

All of which is respectfully submitted to this Court this 31st day of July, 2025.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as 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 America Hub, Inc. and in no other capacity

Per: _____
Josh Nevsky
Senior Vice President

Appendix “A”

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.

FIFTH REPORT OF THE MONITOR
ALVAREZ & MARSAL CANADA INC.

JULY 25, 2025

TABLE OF CONTENTS

1.0 INTRODUCTION 1

2.0 TERMS OF REFERENCE AND DISCLAIMER 5

3.0 SALE PROCESS AND STALKING HORSE AGREEMENT UPDATE 6

4.0 THE TRANSACTION 10

5.0 APPROVAL AND VESTING ORDER 18

6.0 CASH FLOW RESULTS RELATIVE TO FORECAST 23

7.0 UPDATE ON THE PRIORITY CLAIMS AND CURE AMOUNTS PROCEDURES 24

8.0 OTHER MATTERS 28

9.0 THE ACTIVITIES OF THE MONITOR SINCE THE DATE OF THE SECOND REPORT 32

10.0 APPROVAL OF THE MONITOR'S ACTIVITIES AND FEES 33

11.0 MONITOR'S CONCLUSIONS AND RECOMMENDATION 34

APPENDICES

Confidential Appendix A – Summary of Phase 1 LOIs and Phase 2 Bids

Appendix B – Affidavit of Josh Nevsky sworn July 25, 2025

Appendix C – Affidavit of Martino Calvaruso sworn July 24, 2025

1.0 INTRODUCTION

1.1 On May 14, 2025 (the "**Filing Date**"), the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made an initial order (the "**Initial Order**") granting Li-Cycle Holdings Corp. ("**Holdings**"), Li-Cycle Corp. ("**Global HQ**"), Li-Cycle Americas Corp. ("**Canada SpokeCo**"), Li-Cycle U.S. Inc. ("**North America OpCo**"), Li-Cycle Inc. ("**US SpokeCo**"), and Li-Cycle North America Hub, Inc. ("**US HubCo**") (collectively, the "**Applicants**") certain relief pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). The proceedings commenced thereby are referred to herein as the "**CCAA Proceedings**". Among other things, the Initial Order appointed Alvarez & Marsal Canada Inc. ("**A&M**") as monitor of the Applicants in the CCAA Proceedings (in such capacity, the "**Monitor**").

1.2 On May 22, 2025, the Applicants obtained an amended and restated Initial Order (the "**ARIO**") which, among other things, approved: (i) the credit facility (the "**DIP Facility**") from Glencore International AG (the "**DIP Lender**") and the DIP Term Sheet dated May 14, 2025, as amended pursuant to the First Amendment to the DIP Term Sheet dated May 22, 2025 (as amended, the "**DIP Term Sheet**"); (ii) the KERP (as defined in the Second Report); and (iii) the extension of the Stay Period (as defined in the ARIO) to and including July 7, 2025. The Stay Period was further extended to July 14, 2025 pursuant to an Order issued on July 7, 2025.

1.3 Also on May 22, 2025, the Applicants obtained a sale and investment solicitation process order (the "**Sale Process Order**") which, among other things: (i) approved the stalking horse sale process (the "**SISP**"); and (ii) authorized and approved the execution by the

Applicants of the equity and asset purchase agreement dated May 14, 2025 (as amended, the "**Stalking Horse Agreement**") among all of the Applicants except Li-Cycle Inc. and Glencore Canada Corporation ("**Glencore**", the "**Stalking Horse Bidder**", or the "**Purchaser**"), and approved the Stalking Horse Agreement for the purposes of acting as the "stalking horse bid" in the SISP (the "**Stalking Horse Bid**").

1.4 On June 9, 2025, the Court issued an Order (the "**Priority Claims and Cure Amounts Procedure Order**") approving a procedure for the identification and resolution of Priority Claims[1] (the "**Priority Claims Procedure**") and the determination of Cure Amounts under certain Assumed Contracts (each as defined in the Stalking Horse Agreement) (the "**Cure Amounts Procedure**").

1.5 On July 14, 2025, the Court issued an Order authorizing the Applicants to enter into: (i) the Second Amendment and Waiver to the DIP Term Sheet dated July 9, 2025 (the "**Second DIP Amendment**"); and (ii) the Second Amendment to the Stalking Horse Agreement dated July 9, 2025 (the "**Second Stalking Horse Amendment**") and making certain related amendments to the Sale Process Order, as well as further extending the Stay Period up to and including August 7, 2025.

1.6 The Applicants are comprised of the North American entities of the broader Li-Cycle group of companies (the "**Li-Cycle Group**"), which includes the European and Asian subsidiaries of Holdings, but which are non-Applicant subsidiaries and are not part of the

[1] "**Priority Claim**" is defined in the Priority Claims and Cure Amounts Procedure Order as 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 (as defined in the Priority Claims and Cure Amounts Procedure Order), but excluding any indebtedness, liability, obligation or claim secured by a Court ordered charge pursuant to the Initial Order or any other Order within the CCAA Proceedings.

CCAA Proceedings. The Li-Cycle Group is a global lithium-ion battery resource recovery company headquartered in Toronto, Ontario.

1.7 The CCAA Proceedings were commenced as part of a larger coordinated restructuring of the Li-Cycle Group. On May 14, 2025, following the granting of the Initial Order, the Chief Restructuring Officer (the "**CRO**"), in its capacity as foreign representative (the "**Foreign Representative**"), obtained an Order granting provisional relief from the United States Bankruptcy Court for the Southern District of New York (the "**US Bankruptcy Court**").

1.8 On May 23, 2025, the Foreign Representative also sought and obtained orders, on a final basis, from the US Bankruptcy Court, among other things, recognizing the CCAA Proceedings as "foreign main proceedings" and giving full force and effect to the CCAA Proceedings, the ARIO and the Sale Process Order in the United States under Chapter 15 of the United States Bankruptcy Code (the "**Chapter 15 Proceedings**", and together with the CCAA Proceedings, the "**Restructuring Proceedings**").

1.9 In connection with the CCAA Proceedings, A&M, then in its capacity as proposed monitor, filed and served the Pre-Filing Report of the Proposed Monitor dated May 13, 2025. The Monitor has also provided the Court with the First Report of the Monitor dated May 21, 2025 (the "**First Report**"), the Supplement to the First Report dated May 22, 2025, the Second Report of the Monitor dated June 6, 2024 (the "**Second Report**"), the Third Report of the Monitor dated July 4, 2025 (the "**Third Report**"), and the Fourth Report of the Monitor dated July 11, 2025 (the "**Fourth Report**") (collectively, the "**Prior Reports**"). The Prior Reports and other Court-filed documents in the Restructuring Proceedings are

available on the Monitor's case website at: www.alvarezandmarsal.com/licycle (the "**Case Website**").

1.10 The purpose of this fifth report of the Monitor (this "**Fifth Report**") is to provide the Court with information, and where applicable, the Monitor's view on:

(i) the relief sought by the Applicants pursuant to the proposed Order (the "**Approval and Vesting Order**"), among other things:

a) authorizing the Applicants to enter into the Third Amendment to the Stalking Horse Agreement dated as of July [23], 2025 (the "**Third Stalking Horse Amendment**");

b) approving the sale transactions (collectively, the "**Transaction**") contemplated by the Stalking Horse Agreement, being the Successful Bid under the SISP;

c) approving the releases contemplated therein (the "**Releases**");

d) extending the Stay Period until and including October 31, 2025;

e) declaring that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the Wage Earner Protection Program Act, SC 2005, c. 47, s. 1 ("**WEPPA**") the Applicants meet the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222 (the "**WEPP Regulation**");

f) extending the time for Holdings to call an annual general meeting of its shareholders to December 31, 2025; and

g) approving the activities of the Monitor and the fees and disbursements of the Monitor and its Canadian legal counsel;

(ii) an update on the Priority Claims Procedure and the Cure Amounts Procedure;

(iii) the Applicants' cash flow results for the two-week period ended July 18, 2025;

(iv) the activities of the Monitor since the date of the Second Report (June 6, 2025); and

(v) the Monitor's conclusions and recommendations in connection with the foregoing.

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this Fifth Report, A&M, in its capacity as Monitor, has been provided with and has relied upon unaudited financial information and the books and records prepared by the Applicants, and has held discussions with management of the Applicants, the CRO, the CFO, Maplebriar and the Financial Advisor (each as defined in the First Report), and the Applicants' legal counsel (collectively, the "**Information**"). Except as otherwise described in this Fifth Report in respect of the Cash Flow Forecast (as defined below):

(i) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants Canada Handbook* (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CASs in respect of the Information; and

(ii) some of the information referred to in this Fifth Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

2.2 Future oriented financial information referred to in this Fifth Report was prepared based on the Applicants' management's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results may vary from the projections, even if the assumptions materialize, and the variations could be significant.

2.3 This Fifth Report should be read in conjunction with the affidavit of William E. Aziz, sworn July 22, 2025 (the "**Fifth Aziz Affidavit**"), filed in support of the relief sought by the Applicants under the CCAA. Capitalized terms used but not defined in this Fifth Report shall have the meanings given to such terms in the Fifth Aziz Affidavit, as applicable.

2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in United States dollars ("**USD**").

3.0 SALE PROCESS AND STALKING HORSE AGREEMENT UPDATE[2]

Overview

3.1 As described in the First Report, the SISP was developed as a re-canvassing of the market following a broad pre-filing marketing process conducted by the Applicants and the investment banking firm previously engaged by the Applicants to identify additional

[2] Capitalized terms used and not defined in this section of the Fifth Report have the meanings ascribed to them in the SISP and Stalking Horse Agreement, as applicable.

funding or strategic alternatives. The SISP was designed as a two-phase process administered by the Applicants and the Financial Advisor, under the supervision of the Monitor, to solicit interest in opportunities to acquire all, substantially all, or a portion of the Property, or a recapitalization, arrangement, or other form of investment in or reorganization of the Business from Qualified Bidders, as a going concern or otherwise, with the Stalking Horse Agreement acting as the Stalking Horse Bid in the SISP and being subject to better and higher offers that may have been received during the SISP.

Phase 1

3.2 An overview of the initial steps taken in respect of the SISP is as follows:

(i) the Financial Advisor with the assistance of the Applicants, under the supervision of the Monitor distributed a teaser and non-disclosure agreement ("**NDA**") to 164 potential bidders, including 94 strategic buyers and 70 financial sponsors, and on May 15, 2025, the Teaser and the NDA were posted to the Case Website;

(ii) 46 parties executed an NDA and were sent a confidential information package with information regarding the assets and the Business and were granted access to an electronic data room (the "**Data Room**") containing due diligence information;

(iii) on May 22, 2025, the Financial Advisor circulated a Phase 1 Process Letter outlining submission guidelines for non-binding Letters of Intent (each, an "**LOI**") and confirmed the Phase 1 Bid Deadline; and

(iv) the Financial Advisor, with the assistance of the Applicants' management and staff, responded to questions and requests for additional information from potential bidders.

3.3 On or prior to the Phase 1 Bid Deadline (June 6, 2025), 13 bidders delivered an LOI to the Financial Advisor. Eight of these LOIs targeted Li-Cycle's Spokes, one LOI was a global bid targeting Li-Cycle's major operating assets (Rochester Hub and Spokes), and four LOIs focussed on specific equipment or assets.

3.4 The Applicants and the Financial Advisor, in consultation with the Monitor, assessed the LOIs in accordance with the criteria set out in the SISP and determined that eight of the LOIs would not proceed to Phase 2 as they did not meet the criteria set out in the SISP, including the requirement for sufficient evidence to support financial capability. The remaining five LOIs were advanced to Phase 2 of the SISP. The Stalking Horse Bidder was also deemed to be a Phase 2 Qualified Bidder.

3.5 On June 12, 2025, the Phase 2 Qualified Bidders were notified that they had been selected to participate in Phase 2 of the SISP and the parties who submitted LOIs that were determined not to be Qualified LOIs were notified that they would not be advancing. On June 16, 2025, the Monitor posted an update to the Case Website regarding the SISP and the number of parties advanced as Phase 2 Qualified Bidders.

Phase 2

3.6 Phase 2 of the SISP commenced on or about June 12, 2025. During Phase 2, the Qualified Bidders performed further due diligence, including attending management presentations

and performing site visits facilitated by the Applicants and the Financial Advisor. The Applicants and the Financial Advisor also responded to requests for additional information or documentation requested by the Phase 2 Qualified Bidders.

3.7 On June 17, 2025, the Financial Advisor circulated a Phase 2 Process Letter outlining submission guidelines for final and binding offers ("**Bids**") and confirming the Phase 2 Bid Deadline of June 27, 2025.

3.8 On or before the Phase 2 Bid Deadline, the Financial Advisor received three Bids in addition to the Stalking Horse Bid which the Applicants and the Financial Advisor, in consultation with the Monitor, assessed in accordance with the criteria set out in the SISP and determined that only the Stalking Horse Bid was a Qualified Bid as, among other things, none of the Bids received had a proposed Purchase Price equal to or greater than that of the Stalking Horse Bid.

3.9 On June 30, 2025, the Applicants and the Financial Advisor, in consultation with the Monitor, recommended to the Applicants' Special Committee and to its Board of Directors that the Stalking Horse Bid be approved as the Successful Bid, subject to approval by the Court, and that the other Bids received in Phase 2 act as Back-Up Bids in the event that the Successful Bid does not close by the Outside Date (which may be extended in accordance with the SISP).

3.10 Following their confirmation to act as Back-Up Bidders, each party provided the Monitor with a deposit to be held in an interest bearing account. Following the anticipated closing of the Transaction, the Monitor will return the deposits to each of the Back-Up Bidders.

3.11 A summary of the LOIs received in Phase 1 and the Bids received in Phase 2 of the SISP is attached hereto as **Confidential Appendix "A"**, in respect of which a sealing order is being sought pursuant to the proposed Approval and Vesting Order on the basis that it contains commercially sensitive information that could negatively impact realization efforts in the event that the Transaction does not close. The Monitor is of the view that no party will suffer prejudice if the Confidential Appendix is filed under seal.

4.0 THE TRANSACTION[3]

4.1 The Stalking Horse Agreement is described in detail in the Fifth Aziz Affidavit and is attached thereto as Exhibit "D".

4.2 The Transaction contemplates the acquisition of all right, title and interest of:

(i) North America OpCo in and to 100% of the outstanding equity interests of the US SpokeCo (the "**US Transferred Equity Interests**") by GBR Spokeco Parent, LLC, Glencore's designated assignee (the "**US Equity Buyer**");

(ii) Holdings in and to 100% of the outstanding equity interests of Li-Cycle Europe AG (the "**Swiss Transferred Equity Interests**", together with the US Transferred Equity Interests, the "**Transferred Equity Interests**") by GBR Europe Holding AG, Glencore's designated assignee (the "**Swiss Equity Buyer**");

(iii) North America OpCo, Holdings, Global HQ, US HubCo, and Canada SpokeCo (collectively, the "**Asset Sellers**") in and to all of the assets, properties and rights

[3] Capitalized terms used and not defined in this section of the Fifth Report have the meanings ascribed to them in the Stalking Horse Agreement.

owned, used, held for use, leased or otherwise employed by the Asset Sellers with the exception of the Excluded Assets (the "**Purchased Assets**") by: (a) 1001293105 Ontario Inc. in respect of the Purchased Assets owned by Canada SpokeCo (the "**Canadian Spoke Buyer**"); and (b) GBR Hubco, LLC in respect of the other Purchased Assets (other than the Transferred Intellectual Property) (the "**Purchased Assets Buyer**"), Glencore's designated assignees; and

(iv) Global HQ in and to the Transferred Intellectual Property by 1001297676 Ontario Inc., Glencore's designated assignee (the "**Intellectual Property Buyer**", and together with the US Equity Buyer, the Swiss Equity Buyer, the Canadian Spoke Buyer, and the Purchased Assets Buyer, the "**Buyers**"),

in each case, free and clear of any Claims and Encumbrances (other than Permitted Encumbrances) (each as defined in the Approval and Vesting Order).

4.3 The Stalking Horse Agreement provides that Glencore may modify the list of Excluded Assets to designate additional assets as Excluded Assets up to Closing (with no reduction to the Purchase Price). The Monitor understands that, to date, Glencore has not designated any additional assets as Excluded Assets.

4.4 The Purchase Price contemplated by the Transaction is comprised of:

(i) $43,579,000 consisting of: (a) all amounts outstanding under the DIP Facility as of the Closing Date[4] (the "**Credit Bid Amount**"); and (b) the assumption by the Buyer of an amount of the principal due and owing under Glencore Secured Convertible

[4] To the extent that the DIP Facility is fully drawn at the Closing Date, this amount would be $13,079,000.

Note equal to $43,579,000 less the Credit Bid Amount (the "**Assumed Debt Obligations**");[5]

(ii) the assumption by the Buyer of: (a) all post-Closing Liabilities arising under the Assumed Contracts; (b) amounts required to cure any monetary defaults under the Assumed Contracts; (c) all post-Closing Liabilities relating to the Buyer's ownership or operation of the Business; (d) Transfer Taxes and other costs arising out of the transfer of the Purchased Assets; and (e) all Accrued Wages related to the Hired Employees (collectively, and together with the Assumed Debt Obligations, the "**Assumed Liabilities**");

(iii) a cash amount[6] sufficient to satisfy all of the Charges granted in the ARIO or the Sale Process Order; and

(iv) the Carve-Out Condition Amount to be paid by the Stalking Horse Bidder to the Europe Parent in cash at Closing.[7]

4.5 The Stalking Horse Agreement contemplates that the Buyer will assume the contracts of the Asset Sellers (the "**Assumed Contracts**") listed on section 2.7(a) of the Asset Sellers' Disclosure Schedule (the "**Schedule of Assumed Contracts**"), which may be amended from time to time. Although the Schedule of the Assumed Contracts has not been amended to date, the Stalking Horse Agreement provides that such amendments may be made up to

[5] To the extent that the DIP Facility is fully drawn at the Closing Date, the Assumed Debt Obligations would be $30,500,000; The Applicants will be released from the Assumed Debt Obligations on Closing.

[6] The Purchase Price Component is expected to be approximately $700,000 payable to the CRO and Maplebriar in respect of success fees payable on completion of the Transaction under their respective engagement letters.

[7] The Carve-Out Condition Amount is a cash payment related to one of the European subsidiaries.

the Closing Date. In addition, the Third Stalking Horse Amendment provides that Glencore may add or eliminate contracts from the Schedule of Assumed Contracts after Closing until the termination or expiration of the TSA, provided that such contracts are on the Schedule of Assumed Contracts or are otherwise necessary to satisfy each Party's obligations under the TSA, or otherwise support the delivery of the Business and the Transferred Assets.

4.6 The Transaction further provides that, for each Assumed Contract, the applicable Buyer will assume liability for the aggregate amount, if any, that is required to be paid to cure any monetary default of any of the Applicants under the Assumed Contract as determined by mutual agreement between the applicable Applicant, the applicable Buyer and the third-party counterparty thereto, and pursuant to section 11.3 of the CCAA (the "**Cure Amounts**"). Where an Assumed Contract is assigned pursuant to the Approval and Vesting Order or further order of the Court and there are Cure Amounts owing in respect of such Assumed Contract, the Purchased Assets Buyer and the Canadian Spoke Buyer, as applicable, shall pay such Cure Amounts in accordance with the Approval and Vesting Order or as otherwise agreed by applicable Applicant, the Purchased Assets Buyer or the Canadian Spoke Buyer, as applicable, and the counterparty to such Assumed Contract.

4.7 Approximately 105 of the Assumed Contracts require the consent of the applicable counterparty to assign. These are listed on Schedule "D" to the Approval and Vesting Order (the "**Consent Required Assumed Contracts**"). The approximately 105 Consent Required Assumed Contracts are comprised of: (i) approximately 45 non-disclosure agreements; (ii) approximately 59 information technology service agreements; and (iii) the lease for the Ontario Spoke in Kingston.

4.8 The Stalking Horse Agreement provides, among other things that: (i) the Sellers use best efforts to obtain consents in writing to assign all Consent Required Contracts; and (ii) to the extent that any Assumed Contracts are not assignable without consent and such consent has not yet been obtained and such Assumed Contract can be assigned pursuant to section 11.3 of the CCAA, the Seller is required to use best efforts to obtain an order to give effect to such assignment on requisite notice to the affected contractual counterparties.

4.9 On July 16, 2025 and July 21, 2025, the Applicants, in consultation with Glencore and its advisors, sent notices (collectively, the "**Consent Request Letters**") requesting consent to the assignment of the Consent Required Assumed Contracts as outlined in paragraph 76 of the Fifth Aziz Affidavit. We understand that there was an error in paragraph 76(c) of the Fifth Aziz Affidavit and in fact no consent letter was sent in respect of the Rochester Hub lease and related agreements. The Consent Request Letters advised that a hearing to seek approval of the Transaction is scheduled for July 28, 2025, and that if consent was not received by the requested date, the Applicants may seek an order of the Court and/or the U.S. Bankruptcy Court to effect the assignment without consent.

4.10 In addition to the Consent Request Letters, the Monitor understands that, where counterparties to Consent Required Assumed Contracts had not consented to the assignment by July 22, 2025, notice of the Applicants' motion for the Approval and Vesting Order was also sent either by e-mail or mail to the last known e-mail or mailing address in the Applicants' books and records for such counterparty on July 23, 2025.

Third Stalking Horse Amendment

4.11 On July [23], 2025, the Applicants and the Stalking Horse Bidder entered into the Third Stalking Horse Amendment which, among other things:

(i) revises the maximum principal amount of the DIP Facility to reflect the Second DIP Amendment;

(ii) adds the policies and procedures required to operate the Business to the list of Purchased Assets;

(iii) requires the delivery of the Books and Records to the Buyer;

(iv) increases the amount provided for in the Purchase Price to $43.579 million, to reflect the increase in the DIP Facility pursuant to the Second DIP Amendment; and

(v) provides that any Contract necessary to provide services under the TSA or otherwise support the transition and delivery of the Business and the Transferred Assets (each a "**Required Contract**") may, for the period of time between the Closing and the termination or expiration of the TSA (the "**Post-Closing Designation Deadline**"), be designated an Assumed Contract.

4.12 A copy of the Third Stalking Horse Amendment is attached as Exhibit "G" to the Fifth Aziz Affidavit.

4.13 The relief sought by the Applicants includes authorization to enter into the Third Stalking Horse Amendment, *nunc pro tunc*. The Monitor is of the view that: (i) the Applicants'

stakeholders will not be materially prejudiced by the proposed amendments to the Stalking Horse Agreement; and (ii) the proposed amendments to the Stalking Horse Agreement are reasonable in the circumstances. The Monitor notes that certain of the amendments to the Stalking Horse Agreement provided by the Third Stalking Horse Amendment are intended to facilitate a seamless transition and minimal disruption to the going concern operations of the Buyers following Closing.

4.14 The Monitor makes the following observations and expresses the following views in respect of the SISP and the Transaction:

(i) the SISP was reasonable in the circumstances and conducted in accordance with the terms as approved by the Court pursuant to the Sale Process Order;

(ii) given the wide canvassing of the market prior to and pursuant to the Court-approved SISP, the consideration to be received under the Transaction is fair and reasonable in the circumstances;

(iii) the Transaction is more beneficial to creditors generally than a liquidation under the CCAA or a sale or disposition under bankruptcy, particularly because the Applicants' assets include a partially built facility at the Rochester Hub and specialized equipment that is not easily liquidated;

(iv) a portion of the Purchase Price under the Stalking Horse Agreement includes the Credit Bid Amount and release as against the Applicants of the Assumed Debt Obligations. As described in the Second Report, the Monitor's Canadian and US legal counsel have conducted a review of the security granted by the Applicants to

Glencore (in its capacities as collateral agent and noteholder) in respect of the Secured Convertible Notes and confirmed to the Monitor that, subject to qualifications, assumptions, limitations and discussions customary in rendering opinions of this nature and applicable in these circumstances, the Monitor's Canadian and US legal counsel are of the view that the security constitutes valid and enforceable security in the Province of Ontario and the State of New York in accordance with such security's respective terms, and that the necessary registrations have been made in the Province of Ontario and the State of New York in order to perfect or evidence such security;

(v) in addition to the Credit Bid Amount, the Stalking Horse Agreement contemplates the assumption by the applicable Buyer of the Assumed Liabilities, including the Assumed Debt Obligations;

(vi) the going-concern Transaction results in substantial benefits to significant stakeholders of the Applicants, including certain of the Applicants' customers, employees, suppliers and landlords;

(vii) the Monitor believes it is necessary to implement the Transaction in a timely manner given the Applicants' remaining liquidity.

4.15 Accordingly, the Monitor supports the approval of the Transaction as contemplated by the Stalking Horse Agreement and the Approval and Vesting Order.

5.0 APPROVAL AND VESTING ORDER

5.1 Pursuant to the proposed Approval and Vesting Order, the Applicants are seeking the approval of the Transaction, including, among other things, the vesting of all of the Transferred Assets in and to the respective Buyers free and clear of any security, lien, charge or other restriction other than the Permitted Encumbrances and the Assumed Liabilities.

5.2 Such vesting shall be effective upon the delivery by the Monitor to the Buyers (or their counsel) and the Applicants (or their counsel) of a certificate confirming that: (i) the conditions to Closing set forth in the Stalking Horse Agreement have been satisfied or waived by the applicable parties; (ii) the Buyers have paid and the Applicants have received the Purchase Price for the Acquired Property payable on the Closing Date pursuant to the Stalking Horse Agreement and/or the Approval and Vesting Order; and (iii) the Transaction has been completed to the satisfaction of the Applicants, the Monitor and the Buyers.

5.3 Concurrently with the relief being sought by the Applicants in respect of the Approval and Vesting Order, the Applicants are seeking approval of the Transaction in the U.S. Bankruptcy Court at a hearing scheduled, as of the date of this Fifth Report, to be heard on July 29, 2025.

Assignment of Consent Required Assumed Contracts

5.4 The Applicants, in the Approval and Vesting Order, are seeking the assignment of the Consent Required Assumed Contracts pursuant to section 11.3 of the CCAA in respect of all Consent Required Assumed Contracts for which consent has not been obtained prior to

the hearing for the Approval and Vesting Order. A schedule of such Consent Required Assumed Contracts, including the Cure Amounts is attached as Schedule "D" to the Approval and Vesting Order. The Cure Amounts in Schedule "D" reflect: (i) amounts determined pursuant to the Priority Claims and Cure Amounts Procedure Order; or (ii) where the Cure Amount has been properly disputed pursuant to the Priority Claims and Cure Amounts Procedure Order and not finally determined (a "**Cure Dispute**"), the amount claimed by the counterparty to the Consent Required Assumed Contract.

5.5 To the extent that Cure Amount has not been finally determined by the Court or agreed to prior to Closing in respect of a Consent Required Assumed Contract that is subject to a Cure Dispute, Glencore may designate such Consent Required Contract as an Excluded Contract prior to Closing in which case it shall not be assigned pursuant to the Approval and Vesting Order. Otherwise, pursuant to the Stalking Horse Agreement and in accordance with the Approval and Vesting Order, the applicable Buyer shall be required to pay the Cure Amounts listed on Schedule "D" to the Approval and Vesting Order.

5.6 The Monitor is supportive of the Applicants request for relief pursuant to section 11.3 of the CCAA in respect of all Consent Required Assumed Contracts because it understands that the assignment of such contracts are required by the Buyer as a condition to the Transaction, the assignment will not be effective unless and until the applicable Cure Amount in respect of such Consent Required Assumed Contracts are paid, and the assignee will be capable of performing the obligations under such Consent Required Assumed Contracts. The Monitor has been advised by Glencore's advisors that Glencore plc, either directly or indirectly will be providing intercompany financing to each of the Buyers and

Transferred Entities to meet their respective cashflow requirements, including under the Consent Required Assumed Contracts.

Releases

5.7 The proposed Approval and Vesting Order contemplates a release by the Releasing Parties (as defined in the Approval and Vesting Order) of the Released Claims (as defined in the Approval and Vesting Order) against: (i) the current and former directors, officers, partners, employees, legal counsel, agents and advisors of the Applicants; (ii) the CRO, CFO, Financial Advisor, and Maplebriar; (iii) the Monitor, its Canadian and U.S. legal counsel, their respective affiliates, and each of their respective current and former directors, officers, partners, employees, agents and advisors; and (iv) Glencore, the Buyers, their respective affiliates, and each of their respective current and former directors, officers, employees, legal counsel and advisors (not including US SpokeCo) (collectively, the "**Released Parties**").

5.8 The Released Claims exclude claims arising from fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

5.9 US SpokeCo is a Releasing Party but not one of the Released Parties, as US SpokeCo will be acquired by the applicable Buyer. As US SpokeCo has been subject to the CCAA Proceedings, the proposed Approval and Vesting Order contemplates that it will receive a waiver of defaults arising from the fact of the Applicants' insolvency, the commencement of the CCAA Proceedings and the Chapter 15 Proceedings and the completion of the Stalking Horse Agreement and its related agreements.

5.10 The Monitor recognizes that the proposed Approval and Vesting Order was served by the Applicants approximately three business days prior to the date of the scheduled sale approval hearing, which is less notice than is typically provided when seeking comparable releases. However, the Monitor notes that a form of Approval and Vesting Order containing similar releases was included as Exhibit D to the Stalking Horse Agreement, the execution of which this Court approved on May 22, 2025. At least as early as May 22, 2025, parties to the CCAA Proceedings were aware that the Applicants intended to seek these releases at the sale approval hearing.

5.11 The Monitor is supportive of the Applicants' request for the releases sought in the Approval and Vesting Order. In the view of the Monitor, each of the Released Parties contributed meaningfully and was necessary to the SISP, the Restructuring Proceedings, the Transaction, and in the case of the DIP Lender, making the DIP Facility available to fund the Restructuring Proceedings, and each of the Released Parties was a necessary part of the successful restructuring. The Monitor is also of the view that the Released Claims will assist in bringing finality to actions taken in the CCAA Proceedings under the supervision of the Court.

5.12 The Monitor also notes that provisions of the Approval and Vesting Order related to the Released Claims provide that, notwithstanding the release described above, claims against the Directors and Officers of the Applicants will not be released to the extent that they are in respect of Securities Claims (as defined in the Approval and Vesting Order) to the extent necessary to do so to allow a claimant under the Securities Claims (a "**Securities Claimant**") to pursue recovery from any available insurance policies held by the Applicants for the benefit of any Directors and Officers (the "**Insurance Policies**").

5.13 The proposed Approval and Vesting Order further provides that the stay of proceedings will be lifted in respect of Securities Claims effective upon the bankruptcy of the Applicants, other termination of the CCAA Proceedings or such earlier time as agreed upon by the Applicants to permit the Securities Claimants to seek recovery from the proceeds of the applicable Insurance Policies. This mechanism is designed to protect the Directors and Officers from incurring out-of-pocket expenses associated with the proceedings against insurance while coordinating with the insurers to fund the defence of such proceedings.

5.14 It is currently anticipated that a bankruptcy of the Applicants (other than US SpokeCo) (the "**Remaining Applicants**") will occur shortly after the completion of the TSA and the termination of the CCAA Proceedings.

Wind Down Amount

5.15 Prior to the Closing of the Transaction, the Monitor will establish a wind down reserve (the "**Wind Down Amount**") to be used to fund an orderly wind down of the Remaining Applicants and to administer the CCAA Proceedings (and any subsequent proceeding(s)).

5.16 The Approval and Vesting Order provides a mechanism for the release of funds by the Monitor to administer the wind down of the Applicants, and for any unused portion to ultimately be transferred back to the DIP Lender at the appropriate time.

5.17 The Applicants, the DIP Lender and the Monitor are in ongoing discussions regarding the wording of the provisions in the proposed form of Approval and Vesting Order, and the Monitor will provide further commentary regarding this in a supplemental report to be filed prior to the hearing for the Approval and Vesting Order.

6.0 CASH FLOW RESULTS RELATIVE TO FORECAST

6.1 Receipts and disbursements for the two-week period ended July 18, 2025 (the "**Reporting Period**"), as compared to the cash flow forecast attached as Appendix "B" to the Fourth Report (the "**Cash Flow Forecast**"), are summarized in the table below.

Cash Flow Variance Report	Cumulative Two-Week Period Ended July 18, 2025		
(USD $000's, Unaudited)	**Actual**	**Forecast**	**Variance**
Receipts	**422**	**324**	**98**
Disbursements			
Operating and Holding Costs	392	533	141
Occupancy Costs	362	338	(25)
Salaries and Benefits	294	334	40
Professional Fees	1,329	1,415	86
APAC Intercompany Settlement	-	-	-
Wind-Down Reserve	-	-	-
Total Disbursements	**2,378**	**2,620**	**242**
Net Cash Flow	**(1,956)**	**(2,296)**	**341**
Opening Cash Balance	1,425	1,425	-
Net Cash Flow	(1,956)	(2,296)	341
Release of Restricted Cash	179	-	179
DIP Draws / (Repayment)	1,400	1,400	-
Closing Cash Balance	**1,048**	**528**	**519**

6.2 Overall, during the Reporting Period, the Applicants experienced a positive net cash flow variance of approximately $341,000, primarily attributable to timing variances in operating and holding costs, partially offset by the permanent variance in receipts.

6.3 Pursuant to a letter of credit facility with CIBC, Holdings maintained cash collateral (restricted cash) in a CIBC bank account that supported, among other things, the

Applicants' credit card programs. During the Reporting Period, the Applicants terminated their Canadian credit card program, which resulted in approximately $179,000 of the cash being made available to the Applicants.

6.4 As of July 18, 2025, approximately $7.5 million was drawn under the DIP Facility, all of which was drawn under the "North American facility" to fund the operations of the North American business and the cost of the CCAA Proceedings. The Applicants have not yet drawn any amounts under the "European facility". Additional information in respect of the DIP Facility is provided in the First Report and the Fourth Report.

7.0 UPDATE ON THE PRIORITY CLAIMS AND CURE AMOUNTS PROCEDURES[8]

7.1 The Priority Claims and Cure Amounts Procedure Order, among other things, approved the Priority Claims Procedure and the Cure Amounts Procedure, which are described in detail in the Second Report.

7.2 Information in respect of the noticing and claims filed in the Priority Claims Procedure and the Cure Amounts Procedure, as well as an update in respect of the assessment of Priority Claims and Cure Amounts was provided in the Fourth Report. A further update is provided below.

7.3 On or before the Priority Claims Bar Date / Cure Amounts Objection Deadline, the Monitor received:

[8] Capitalized terms used and not defined in this section of the Fifth Report have the meanings ascribed to them in the Priority Claims and Cure Amounts Procedure Order.

(i) seven Proofs of Priority Claim totalling approximately $4,042,261, one of which, in the amount of approximately $111,000, was in respect of a non-Asset Seller. In connection with the six other Proofs of Priority Claim:

a) on July 16, 2025, the Monitor sent Notices of Revision or Disallowance in respect of four Proofs of Priority Claim totalling approximately $3.8 million. In accordance with the provisions of the Priority Claims and Cure Amounts Procedure Order, the dispute period has expired and the associated Priority Claims are deemed to be as set out in the Notice of Revision or Disallowance;

b) one Proof of Priority Claim in the amount of approximately $121,754 was filed by a Priority Creditor that is identified in the Asset Sellers' Disclosure Schedule as a party with a Priority Claim and accordingly will be accepted as filed; and

c) one Proof of Priority Claim in the amount of approximately $14,300 remains under review; and

(ii) four Notices of Dispute of Priority Claim totalling approximately $98,434,178 with respect to Statements of Negative Notice Priority Claims[9], one of which, in the amount of $12,343,889, the Claimant notified the Monitor should be withdrawn as a Notice of Dispute of Priority Claim and instead be included as a Cure Amounts Objection Notice, and three of which remain under review.

[9] Two of which were received from Claimants (who are related to one another) and were sent a single combined Negative Notice Priority Claims Package.

7.4 Of the Proofs of Priority Claim and Notices of Dispute of Priority Claim received, the Monitor notes that only one in the amount of approximately $14,000 (which is under review) involves a dispute as to whether the Priority Creditor has a Priority Claim or not.

7.5 As also reported in the Fourth Report, on or before the Priority Claims Bar Date / Cure Amounts Objection Deadline, the Monitor received 42 Cure Amounts Objection Notices (which collectively address the Assumed Contracts included in 54 of the Cure Amounts Notices that were sent out)[10], totalling approximately $225,546,325, including three totalling approximately $150,408,842 that were either in respect of a non-Applicant or related to Excluded Assets under the Stalking Horse Agreement and one, in the amount of $575,476, which has since been withdrawn by the Priority Creditor. In addition, as noted above, a Claimant who submitted a Notice of Dispute of Priority Claim in the amount of $12,343,889, later advised the Monitor that it is intended to be a Cure Amounts Objection Notice and so, has been categorized as such.

7.6 The Applicants, in consultation with the Monitor, have reconciled the objection amounts in respect of 39 of the Assumed Contracts in respect of which Cure Amounts Objection Notices were received. Communication of the outcome of such reconciliation to the respective Priority Creditors is pending determination by the Purchaser of whether such contracts will become an Assumed Contract or will be an Excluded Contract.

7.7 Twelve of the Cure Amounts Objection Notices remain under review.

[10] On account of certain of the Assumed Contract Notice Parties having been sent multiple Cure Amounts Notices in relation to multiple Assumed Contracts with the Asset Sellers.

7.8 A summary of the current status of the Priority Claims and the Cure Amounts is provided in the table below:

Summary of Priority Claims and Cure Amounts at July 24, 2025 (USD $000's)		
	No. of Claims	**Amount ($)**
Priority Claims		
Deemed Accepted Priority Claims	27	20,199
Proofs of Priority Claim disallowed	4	3,795
Proof of Priority Claim accepted	1	122
Proof of Priority Claim under review	1	14
Proof of Priority Claim in respect of non-Asset Seller	1	111
Notices of Dispute of Priority Claim under review	3	86,090
Total Potential Priority Claims *	**37**	**110,331**
Cure Amounts		
Deemed Accepted Cure Amounts	1,190	54,159
Cure Amounts Objection Notice withdrawn	1	575
Cure Amounts Objection Notices reconciled	39	12,009
Cure Amounts Objection Notices under review	12	75,495
Total Potential Cure Amounts	**1,242**	**142,238**

* One claim in the amount of approximately $12.3 million previously under review was withdrawn by the Claimant. Accordingly, the amount in the Negative Notice Priority Claim of that Claimant of approximately $8.4 million has been included as a Deemed Accepted Priority Claim.

7.9 The Monitor understands that contemporaneous with review by the Monitor and the Applicants, the Stalking Horse Bidder has continued discussions with various parties to determine whether a mutually agreeable resolution can be reached in respect of Cure Amounts and Priority Claims in order to determine whether the associated contracts will be Assumed Contracts and whether the associated assets will be Excluded Assets under the Stalking Horse Agreement. If no resolution is reached, the contracts subject to the Cure Dispute or assets subject to alleged Priority Claims may be excluded from the Transaction by Glencore.

8.0 OTHER MATTERS

Transition Services

8.1 The Stalking Horse Agreement contemplates a transition services agreement (the "**TSA**") to be entered into between the Buyers and the Applicants. Pursuant to the TSA, the Monitor understands that the applicable Sellers will provide the Buyers, and the Buyers will provide the applicable Sellers, with certain transition services in connection with the transition of the Transferred Assets to the Buyers, and in connection with the wind-down of the Applicants' businesses upon the Closing of the Transaction, respectively.

8.2 The Monitor understands that the parties are continuing to review and negotiate the terms of the TSA and will report further in a supplemental report once the terms of the TSA have been finalized.

Release of Charges

8.3 The proposed Approval and Vesting Order provides that effective as of the Effective Time, the Bid Protections Charge granted in the Sale Process Order, and the DIP Lender's Charge, the KERP Charge and the Transaction Fee Charge granted in the ARIO (collectively, the "**Released Charges**") shall be automatically released and terminated.

8.4 The Monitor is supportive of the Applicants' request for the release of the Released Charges as: (i) the Bid Protections provided for in the Stalking Horse Agreement will not be payable as the Stalking Horse Agreement was the Successful Bid in the SISP; (ii) the DIP Facility will be satisfied on Closing; (iii) the KERP will be paid out on July 31, 2025, and (iv) the Restructuring Fee of the CRO and the Maplebriar Restructuring Fee (each as

described in the Pre-Filing Report) regarding which the Transaction Fee Charge relates will be paid out on Closing.

Name Changes and Removal of US SpokeCo

8.5 The proposed Approval and Vesting Order authorizes and directs each Applicant, on or after the Effective Date to complete, execute and file the necessary documents to change its legal name to a name that does not include "Li-Cycle", or similar words. The proposed Approval and Vesting Order directs the Director under the *Business Corporations Act* (Ontario) (the "**OBCA**") and the Registrar under the *Business Names Act* (Ontario) and any analogous Governmental Authority to endorse, certify and/or issue such documents and take such other actions as are necessary to give effect to same. The Monitor is of the view that this is appropriate to facilitate the necessary name changes quickly after Closing as required by the Buyers.

8.6 The proposed Approval and Vesting Order also provides that, at the Effective Time, US SpokeCo shall cease to be an Applicant in the CCAA Proceedings and shall be released from the purview of the ARIO and all other orders of the Court in respect of the CCAA Proceedings, other than the Approval and Vesting Order, the provisions of which (as they relate to US SpokeCo) shall continue to apply in all respects, and the Monitor shall have been discharged as Monitor of US SpokeCo. At the Effective Time, the Charges shall be expunged and discharged as against US SpokeCo's Property. The Monitor is of the view that this relief is appropriate in the circumstances since the shares of US SpokeCo are being sold in the Transaction.

WEPPA

8.7 The Applicants are seeking a declaration in the Approval and Vesting Order that declares that the Applicants meet the criteria prescribed by Section 3.2 of the WEPP Regulations and the Applicants' former employees are individuals to whom the WEPPA applies.

8.8 Section 5(1) of WEPPA provides that an individual is eligible to receive payment if, among other things: (i) the individual is owed eligible wages by a former employer; (ii) the former employer is subject to proceedings under the CCAA; and (iii) a court determines under subsection 5(5) that criteria prescribed by WEPP Regulations are met.

8.9 Section 5(5) of WEPPA provides that on application by any person, a court under the CCAA may determine that a former employee meets the criteria prescribed by regulation and section 3.2 of the WEPP Regulations provides that for the purposes of subsection 5(5) of the WEPPA, a court may determine whether the former employer is a former employer of all of whose employees in Canada have been terminated, other than any retained to wind down the business operations.

8.10 As of the Filing Date, the Applicants had approximately 119 active employees. As of the date of this Fifth Report, there are 113 active employees, of which, only 25 will remain as of the Closing Date. Those remaining employees will either be terminated on the Closing Date or during the period of the TSA. The terminated employees have not and will not receive termination and/or severance pay and claims will remain with the Applicants.

8.11 The Monitor supports the relief requested which will permit terminated employees to access payments from WEPPA, which can provide up to $8,500 per employee. If such

declaration is made, the Monitor intends to work with the Applicants' management to identify all employees that may be eligible for payments under WEPPA and assist eligible individuals in making submissions to Service Canada at the appropriate time.

Extension of Annual General Meeting Deadline

8.12 The proposed Approval and Vesting Order extends the time for Holdings to call an annual general meeting ("**AGM**") of shareholders to December 31, 2025. As described in the Fifth Aziz Affidavit, the Applicants are seeking this relief in order to save time and resources in preparing financial statements and other disclosure and the administrative task of holding the AGM itself.

8.13 The Monitor is of the view that:

(i) upon the completion of the Transaction, any remaining assets of the Applicants will be liquidated and wound-up through bankruptcy proceedings; and

(ii) there is no prospect of recovery to shareholders and shareholders will not be prejudiced should the deadline for calling the AGM be extended.

8.14 Accordingly, the Monitor supports the relief requested in association with the AGM.

Extension of Stay Period

8.15 The Stay Period currently expires on August 7, 2025, and the Applicants are seeking an extension of the Stay Period until and including October 31, 2025, being the anticipated completion of the TSA.

8.16 The Monitor will comment in a supplemental report to Court on whether the Applicants are projected to have sufficient liquidity through to the end of the proposed Stay Period.

9.0 THE ACTIVITIES OF THE MONITOR SINCE THE DATE OF THE SECOND REPORT

9.1 Since the date of the Second Report, the activities of the Monitor have included:

(i) engaging in discussions with the Applicants and their legal counsel, the Financial Advisor, Maplebriar, the CFO and the CRO regarding the Restructuring Proceedings, including the SISP, the DIP Term Sheet, the Stalking Horse Agreement, the Priority Claims Procedure, and Cure Amounts Procedures;

(ii) overseeing and assisting the Financial Advisor and the Applicants with the SISP;

(iii) assisting the Applicants with communications to employees, suppliers, landlords, and other stakeholders;

(iv) assisting the Applicants with administering the Priority Claims Procedure and Cure Amounts Procedure, including liaising with Priority Creditors, issuing Notices of Revision or Disallowance and reviewing Notices of Dispute;

(v) reviewing and approving notices of disclaimer in respect of certain premises leases and service contracts;

(vi) preparing for and attending the Court hearings held on June 9, 2025, July 7, 2025 and July 14, 2025;

(vii) responding to inquiries from stakeholders, including addressing questions or concerns of parties who contacted the Monitor on the toll-free number and email account established by the Monitor for the CCAA Proceedings;

(viii) monitoring receipts, disbursements, purchase commitments and Intercompany Transfers, including the review of payments made, and assisting in preparing weekly cash flow variance reporting and other reporting required under the DIP Term Sheet;

(ix) liaising with the Applicants in respect of communications from CRA regarding an HST audit;

(x) posting non-confidential materials filed with the Court to the Case Website; and

(xi) with the assistance of its legal counsel, preparing the Third Report, the Fourth Report and this Fifth Report.

10.0 APPROVAL OF THE MONITOR'S ACTIVITIES AND FEES

10.1 Pursuant to paragraphs 43 and 44 of the ARIO: (i) the Monitor and its Canadian legal counsel shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the date of the Initial Order; and (ii) the Monitor and its Canadian legal counsel shall pass their accounts from time to time before the Court. To date, approval of the fees and disbursements of the Monitor and its Canadian legal counsel has not been sought in the CCAA Proceedings.

10.2 Attached hereto as **Appendix "B"** is the Affidavit of Josh Nevsky sworn July 25, 2025 (the "**Nevsky Affidavit**"), attesting to the fees and disbursements of the Monitor for the

period May 14, 2025 to July 19, 2025 in the aggregate amount of $780,324.64, comprised of fees of $674,995.50, disbursements (primarily for publication of notices in *The Globe and Mail* (National Edition)) of $15,557.27 and HST of $89,771.87.

10.3 Attached hereto as **Appendix "C"** is the Affidavit of Martino Calvaruso of Osler, Hoskin & Harcourt LLP ("**Osler**"), counsel to the Monitor, sworn July 24, 2025 (the "**Calvaruso Affidavit**"), attesting to the fees and disbursements of Osler for the period from April 28, 2025 to July 13, 2025 in the aggregate amount of $925,387.43, comprised of fees of $816,441.00, disbursements of $2,485.92 and HST of $106,460.51.

10.4 The Monitor confirms that the fees and disbursements set out in Osler's invoices relate to advice sought by the Monitor and assistance provided in respect of the CCAA Proceedings, and that, in the Monitor's view, Osler's fees and disbursements are property chargeable, reasonable, and appropriate.

10.5 It is the Monitor's view that the fees and disbursements of the Monitor and its Canadian legal counsel described in the Nevsky Affidavit and the Calvaruso Affidavit are reasonable and appropriate in the circumstances having regard to the scope of activity undertaken by the Monitor in the CCAA Proceedings.

11.0 MONITOR'S CONCLUSIONS AND RECOMMENDATION

11.1 For the reasons set out in this Fifth Report, the Monitor respectfully recommends that the Court grant the relief sought pursuant to the Approval and Vesting Order, among other things:

(i) authorizing the Applicants to enter into the Third Stalking Horse Amendment;

(ii) approving the Transaction;

(iii) approving the Releases;

(iv) declaring that, pursuant to subsections 5(1)(b)(iv) and 5(5) of the WEPPA the Applicants meet the criteria prescribed by section 3.2 of the WEPP Regulation;

(v) extending the time for Holdings to call an annual general meeting of its shareholders to December 31, 2025;

(vi) approving the activities of the Monitor and the fees and disbursements of the Monitor and its Canadian legal counsel; and

(vii) sealing **Confidential Appendix "A"**.

11.2 The Monitor will comment on the following matters in a supplementary report to Court:

(i) the TSA;

(ii) the Wind Down Amount; and

(iii) the updated Cash Flow Forecast and proposed extension to the Stay Period.

All of which is respectfully submitted to this Court this 25th day of July, 2025.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as 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 America Hub, Inc. and in no other capacity

Per: 

Josh Nevsky
Senior Vice President

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

FIFTH REPORT OF THE MONITOR

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place, Suite 6200
Toronto, ON M5X 1B8

Michael De Lellis LSO#: 48038U
Tel: 416.862.5997
Email: mdelellis@osler.com

Martino Calvaruso LSO#: 57359Q
Tel: 416.862.6665
Email: mcalvaruso@osler.com

Ben Muller LSO#: 80842N
Tel: 416.862.5923
Email: bmuller@osler.com

Counsel for Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of Li-Cycle Holdings Corp. et al. and in no other capacity

Appendix “B”

Li-Cycle Holdings Corp. et al.
Fourteen-Week Cash Flow Forecast
For the Period August 2, 2025 to November 7, 2025
(Unaudited, in 000s USD)

		Closing	Initial Five-Week TSA Period					Additional Five-Week TSA Period (if Applicable)					Wind Down Period			
Cash Flow Week		*Week 1*	*Week 2*	*Week 3*	*Week 4*	*Week 5*	*Week 6*	*Week 7*	*Week 8*	*Week 9*	*Week 10*	*Week 11*	*Week 12*	*Week 13*	*Week 14*	**14 Week**
Week Ending	**Notes**	**8-Aug-25**	**15-Aug-25**	**22-Aug-25**	**29-Aug-25**	**5-Sep-25**	**12-Sep-25**	**19-Sep-25**	**26-Sep-25**	**3-Oct-25**	**10-Oct-25**	**17-Oct-25**	**24-Oct-25**	**31-Oct-25**	**7-Nov-25**	**Total**
Receipts	**[1]**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Closing Disbursements and Wind Down Budget																
Operating and Holding Costs	**[2]**	132	102	9	28	-	-	-	-	-	-	-	11	-	-	283
Salaries and Benefits	**[3]**	233	-	30	-	-	-	-	-	-	-	-	41	1	76	382
Professional Fees	**[4]**	595	-	-	-	-	-	-	-	-	-	-	180	482	312	1,568
Other Wind Down Costs	**[5]**	-	-	-	-	-	-	-	-	-	-	-	200	150	150	500
Total Pre-Closing Disbursements and Wind Down Budget		**960**	**102**	**39**	**28**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**432**	**634**	**537**	**2,733**
Transition Services Expenses																
Operating and Holding Costs	**[6]**	-	366	178	-	-	50	178	-	-	-	-	-	-	-	772
Salaries and Benefits	**[7]**	-	53	1	75	1	155	1	82	1	75	119	-	-	-	564
Professional Fees	**[8]**	-	175	150	291	150	150	175	150	291	150	175	-	-	-	1,858
Total Transition Services Expenses		**-**	**594**	**329**	**366**	**151**	**355**	**354**	**232**	**293**	**225**	**294**	**-**	**-**	**-**	**3,193**
Net Cash Flow		**(960)**	**(696)**	**(369)**	**(394)**	**(151)**	**(355)**	**(354)**	**(232)**	**(293)**	**(225)**	**(294)**	**(432)**	**(634)**	**(537)**	**(5,926)**
Opening Cash Balance		936	4,068	3,372	3,004	2,609	2,458	3,500	3,146	2,914	2,621	2,397	2,103	1,671	1,037	936
Net Cash Flow		(960)	(696)	(369)	(394)	(151)	(355)	(354)	(232)	(293)	(225)	(294)	(432)	(634)	(537)	(5,926)
Financing Draws (DIP and Transition Services Expenses)		4,092	-	-	-	-	1,398	-	-	-	-	-	-	-	-	5,490
Closing Cash Balance		**4,068**	**3,372**	**3,004**	**2,609**	**2,458**	**3,500**	**3,146**	**2,914**	**2,621**	**2,397**	**2,103**	**1,671**	**1,037**	**500**	**500**
Financing Draws																
DIP Facility Draw	**[9]**	2,297	-	-	-	-	-	-	-	-	-	-	-	-	-	2,297
Transition Services Expenses Pre-Funded by Buyer	**[10]**	1,795	-	-	-	-	1,398	-	-	-	-	-	-	-	-	3,193
Total Financing Draws		**4,092**	**-**	**-**	**-**	**-**	**1,398**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**5,490**

Li-Cycle Holdings Corp. et al.
Fourteen-Week Cash Flow Forecast
For the Period August 2, 2025 to November 7, 2025
Notes and Summary of Assumptions

Note to Reader:
*In preparing this cash flow forecast (the "**Forecast**"), the Applicants have relied upon unaudited financial information and have not attempted to further verify the accuracy or completeness of such information. The Forecast reflects assumptions including those discussed below with respect to the requirements and impact of a filing in Canada under the Companies' Creditors Arrangement Act (the "**CCAA**"). Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved will vary from the Forecast, even if the assumptions materialize, and such variation may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.*

The Forecast encompasses the Receipts and Disbursements of the Applicant entities only, encompassing the Li-Cycle Group's Canadian and U.S. operations. The Li-Cycle Group's European and Asian subsidiaries are non-Applicant subsidiaries, are not part of these CCAA Proceedings and are not included in the Forecast.

The Forecast is presented in thousands of U.S. dollars.

1) **Receipts**
   No receipts are forecast in the period.

Pre-Closing Disbursements and Wind Down Budget:

2) **Operating and Holding Costs**
   Includes security, maintenance, equipment rentals, utilities, insurance, software and IT and other disbursements required to maintain and secure the Applicants' facilities, which are mostly in care and maintenance.

3) **Salaries and Benefits**
   Salaries and benefits for Canadian and U.S. based employees are forecast to be paid in the normal course.

4) **Professional Fees**
   Includes payments to Applicants' Canadian and U.S. legal counsel, the Monitor, the Monitor's Canadian and U.S. counsel, the Applicants' Financial Advisor, the CRO, the CFO, senior advisors and other professionals.

5) **Other Wind Down Costs**
   Represents a reserve of $500,000 intended to be used to wind down the Restructuring Proceedings.

Transition Services Expenses:

6) **Operating and Holding Costs**
   Includes IT and other contract costs related to contracts that may become Assumed Contracts prior to the completion of the TSA period, as well as certain contingent amounts.

7) **Salaries and Benefits**
   Salaries and benefits for employees providing services under the TSA, including KEIP amounts.

8) **Professional Fees**
   Includes payments to Applicants' Canadian and U.S. legal counsel, the Monitor, the Monitor's Canadian and U.S. counsel, the CRO, and the CFO.

9) **DIP Facility Draw**
   Represents the draws made prior to Closing of approximately $2.3 million under the DIP Facility based on the anticipated cash requirements of the Applicants. These amounts are comprised of: (i) a $0.6 million draw to the Applicants prior to Closing to fund normal-course cash requirements of the Applicants; and (ii) a $1.7 million draw to be held by the Monitor in trust to fund the Wind Down Budget.

10) **Transition Services Expenses Pre-Funded by Buyer**
    Pursuant to the TSA, the Buyer will pre-fund all Transition Services Expenses to the Applicants at the start of each TSA period, to be reconciled at the end of each TSA period.

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

SUPPLEMENT TO THE FIFTH REPORT OF THE MONITOR

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place, Suite 6200
Toronto, ON M5X 1B8

Michael De Lellis LSO#: 48038U
Tel: 416.862.5997
Email: mdelellis@osler.com

Martino Calvaruso LSO#: 57359Q
Tel: 416.862.6665
Email: mcalvaruso@osler.com

Ben Muller LSO#: 80842N
Tel: 416.862.5923
Email: bmuller@osler.com

Counsel for Alvarez & Marsal Canada Inc., solely in its capacity as Monitor of Li-Cycle Holdings Corp. et al. and in no other capacity