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Attorneys for William E. Aziz
In His Capacity as Foreign Representative

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

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)	
In re:)	Chapter 15
)	
LI-CYCLE HOLDINGS CORP., <i>et al.</i> ,)	Case No. 25-10991 (PB)
)	
Debtors in Foreign Proceedings.)	(Jointly Administered)
)	
)	

**MOTION OF THE FOREIGN REPRESENTATIVE FOR
ENTRY OF AN ORDER (I) RECOGNIZING AND GIVING EFFECT
TO THE CANADIAN COURT’S AMENDED AND RESTATED INITIAL ORDER,
INCLUDING DIP FINANCING AND (II) GRANTING RELATED RELIEF**

William E. Aziz, in his capacity as the duly authorized foreign representative (the “Foreign Representative”) in these Chapter 15 Cases,¹ by his undersigned counsel, for his motion

¹ Terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the *Verified Petition for Recognition of Foreign Main Proceeding under 11 U.S.C. §§ 1515 and 1517 and for Related Relief Pursuant to 11 U.S.C. §§ 105(a), 1507(a), 1519, 1520 and 1521*, dated May 14, 2024 (Dkt. No. 3) (the “Verified Petition”).

(the “Motion”), pursuant to sections 105(a), 362, 363, 364, 365(e), 1507, 1509, 1517, 1520, 1521 and 1522 of title 11 of the United States Code (the “Bankruptcy Code”),² Rules 2002, 9006 and 9013 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2002-1, 9006-1 and 9013-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), for entry of an order in the form attached hereto as **Exhibit A** (the “Proposed Order”): (i) recognizing and giving effect within the territorial jurisdiction of the United States to the “Amended and Restated Initial Order” (the “ARIO”) to be entered by the Canadian Court in the Canadian Proceedings³, including the DIP Facility (as defined herein) and the DIP Facility term sheet (the “DIP Facility Term Sheet”) attached to the Proposed Order as **Exhibit 2** and (ii) granting related relief, respectfully states as follows:

PRELIMINARY STATEMENT

1. The Chapter 15 Debtors have exhausted their liquidity. Consequently, in the exercise of their business judgment and in consultation with their advisors, the Chapter 15 Debtors have determined to conduct a sale and realization process under the auspices of the Canadian

² Sections 1520 of the Bankruptcy Code contemplates relief that may be granted *upon* recognition of a foreign main proceeding, while Section 1521 contemplates relief that may be granted upon recognition of a foreign main or nonmain proceeding. As of the filing of this Motion, the Court has not ruled on the Verified Petition. Accordingly, the Foreign Representative respectfully requests that the Court rule on the Verified Petition before considering the relief requested herein. In the event that the Canadian Proceedings are not recognized by this Court at the hearing scheduled with respect to the Verified Petition for May 23, 2025, the Foreign Representative respectfully requests that the Court enter the relief requested herein on an emergency basis pursuant to Section 1519 of the Bankruptcy Code.

³ As of the filing of this Motion, the ARIO has been submitted to the Canadian Court for approval in connection with the Canadian Proceedings. The ARIO is scheduled to be addressed by the Canadian Court at the “Comeback Hearing” in the Canadian Proceedings, which is scheduled to take place on May 22, 2025. The proposed form of ARIO submitted to the Canadian Court is attached as **Exhibit 1** to the Proposed Order. After the Canadian Court enters the ARIO, the Foreign Representative shall promptly furnish the Court with a copy thereof and a redline showing any changes from the form of ARIO attached as **Exhibit 1** to the Proposed Order.

Court. The Chapter 15 Debtors urgently require incremental liquidity to run this process. The Chapter 15 Debtors have obtained from their largest secured lender, Glencore, a commitment for a DIP Facility (defined below) in the amount of \$10.5 million (USD), which DIP Facility is to be approved as part of the ARIO by the Canadian Court at the Comeback Hearing in the Canadian Proceedings on May 22, 2025.

2. The ability of the Chapter 15 Debtors and the CCAA Applicants to draw on the DIP Facility is conditioned upon the entry of an order by this Court recognizing the ARIO within five (5) business days of the Canadian Court's issuance of the ARIO. Accordingly, by this Motion, the Chapter 15 Debtors seek this Court's recognition and enforcement of the ARIO, including the DIP Facility, within the territorial jurisdiction of the United States.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012 (Preska, C.J.).

4. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(P).

5. Venue in the Southern District of New York is proper pursuant to 28 U.S.C. § 1410(1).

6. The statutory predicates for the relief requested herein are sections 105(a), 362, 363, 364, 365(e), 1507, 1509, 1517, 1520, 1521 and 1522 of the Bankruptcy Code.

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BACKGROUND

I. The Chapter 15 Cases and the Canadian Proceedings

7. On May 14, 2025, the CCAA Applicants⁴ initiated the Canadian Proceedings and obtained entry of the Initial Order from the Canadian Court which, among other relief, appointed William E. Aziz as the Foreign Representative of the Chapter 15 Debtors for purposes of these Chapter 15 Cases. The Initial Order was annexed to the Verified Petition as **Exhibit 2**.

8. Also on May 14, 2025, the Foreign Representative filed the Verified Petition together with the *Declaration of William E. Aziz in Support of Verified Petition for Recognition of Foreign Main Proceedings Under 11 U.S.C §§ 1515 and 1517 and for Related Relief Pursuant to 11 U.S.C. §§ 105(A), 1507(A), 1519, 1520 And 1521*, dated May 14, 2025 [Dkt. No. 4] (the “Aziz Declaration”) with this Court, commencing these Chapter 15 Cases. That same day, the Foreign Representative sought certain emergency relief and, following a hearing held before this Court that evening, the Court entered the *Order Granting Provisional Relief and Shortening Notice Period Pursuant to Section 1519 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9006(c)(1)* (Dkt. No. 12). Contemporaneously herewith, the Foreign Representative is filing the declaration dated May 16, 2025 of William E. Aziz in support of this Motion (the “May 16 Aziz Declaration”).

9. As more fully described in the Verified Petition and the May 16 Aziz Declaration, Li-Cycle is a global lithium-ion battery resource recovery company, with a goal to recycle all different types of lithium-ion batteries, recovering critical battery-grade materials and reinserting them back into the supply chain for a clean energy future using patent-protected Spoke & Hub

⁴ The CCAA Applicants are the four Chapter 15 Debtors as well as Li-Cycle Corp. and Li-Cycle Americas Corp. See Aziz Declaration at n.1. For ease of reference, however, subsequent references in this Motion shall refer only to the Chapter 15 Debtors.

Technologies™. Additional information about the Chapter 15 Debtors' business and operations, the events leading up to the filing of the Canadian Proceedings and these Chapter 15 Cases, and the facts and circumstances surrounding the Canadian Proceedings and these Chapter 15 Cases is set forth in the Aziz Declaration and the May 16 Aziz Declaration.

II. Negotiations with Glencore and Entry into the DIP Term Sheet

10. The Chapter 15 Debtors have exhausted their liquidity, and therefore urgently require access to additional funds so that the Chapter 15 Debtors may conduct the “sale and realization process” that is the subject of the *Motion of the Foreign Representative for Entry of an Order (I) Recognizing and Giving Effect to the Sale and Realization Process Order and (II) Granting Related Relief* filed concurrently herewith (such process the “SIRP” and the motion the “SIRP Motion”).⁵ See May 16 Aziz Declaration at 22-29.

11. In the weeks leading up to the filing of the Canadian Proceedings, the Chapter 15 Debtors sought out DIP financing from Glencore and other potential DIP lenders. However, the fees included in the proposed alternate DIP financing were higher than the fees contained in the proposed DIP Term Sheet and there were added complexities relating to pursuing DIP financing from parties other than Glencore in light of Glencore's secured position, particularly in respect of obtaining a priming DIP charge over assets located in the United States. See May 16 Aziz Declaration at 27.

⁵ The DIP Facility will also provide liquidity to fund the ongoing operations of Li-Cycle Europe AG and Li-Cycle Germany GmbH – which operates Li-Cycle's only operational Spoke. This will allow those entities to remain solvent and avoid European insolvency filings and liquidation, which would be value-destructive for the CCAA Applicants and their stakeholders. See May 16 Aziz Declaration at 28.

12. Ultimately, the only actionable proposal for a DIP facility came from Glencore and, on May 14, 2025, Holdings entered into the DIP Term Sheet⁶ in respect of the DIP Facility with Glencore International AG as the DIP lender (the “DIP Lender”). A copy of the DIP Term Sheet is attached to the Proposed Order as **Exhibit 2**. The DIP Term Sheet is the product of intense arms’-length negotiations between the parties. *See* May 16 Aziz Declaration at 26.

III. The ARIO and the DIP Facility

13. Similar to U.S. “first day” and “second day” hearings, CCAA proceedings frequently involve the entry of an “initial order” by the Canadian Court at the immediate outset of a CCAA proceeding, followed by the entry of an “amended and restated initial order” at a “comeback hearing” conducted several days after the hearing on the initial order. Here, the Canadian Court approved the Initial Order on May 14, 2025; and will conduct the Comeback Hearing on May 22, 2025 to consider approval of the ARIO.

14. Among other things,⁷ the ARIO will (i) grant on a more permanent basis the relief set forth in the Initial Order and (ii) provide for incremental relief, including the DIP Facility.

15. The ability of the Chapter 15 Debtors and the CCAA Applicants to draw on the DIP Facility is conditioned upon the entry of an order by this Court recognizing the ARIO within five (5) business days of the Canadian Court’s issuance of the ARIO. *See* DIP Facility Term Sheet at Section 10(v).

16. Accordingly, on May 15, 2025, the Chapter 15 Debtors filed the ARIO with the Canadian Court requesting that the Canadian Court (i) authorize the Chapter 15 Debtors’ entry

⁶ The DIP Facility is to be funded based on the DIP Term Sheet.

⁷ In addition to approving the DIP Facility and granting the relief set forth in the Initial Order on a more permanent basis, the ARIO will (i) extend the stay of proceedings from May 22, 2025 to July 7, 2025; (ii) approve a key employee retention plan; and (iii) expand of the role of the Monitor to assist the CCAA Applicants in roles related to the DIP Facility and KERP.

into and borrow funds under the DIP Facility, and (ii) grant the DIP Lender a charge on the Chapter 15 Debtors' assets, including assets in the United States. A redline outlining the changes between the Initial Order and the ARIO is attached hereto as **Exhibit B**.

17. The key terms of the DIP Term Sheet are summarized below. Capitalized terms used in the below table that are not otherwise defined herein have the meaning given to such terms in the DIP Term Sheet. *See* May 16 Aziz Declaration at 24.

Summary of Key Terms of the DIP Term Sheet	
Agreement	DIP Term Sheet dated May 14, 2025
Borrower	Li-Cycle Holdings Corp.
Guarantors	Li-Cycle Corp. Li-Cycle Americas Corp. Li-Cycle U.S. Inc. Li-Cycle Inc. Li-Cycle North America Hub, Inc.
Lender	Glencore International AG
DIP Facility	<p>A non-amortizing multi-draw term loan debtor-in-possession credit facility in the aggregate principal amount of <u>\$10.5 million</u>, of which:</p> <ul style="list-style-type: none"> An aggregate principal amount of <u>\$9 million</u> will be available to fund the operations of the North American business (the "<u>North American Facility</u>"); and An aggregate principal amount of <u>\$1.5 million</u> will be available to fund the operations of Li-Cycle Europe AG and Li-Cycle Germany GmbH (the "<u>European Facility</u>"). <p>There is also the potential to increase the maximum aggregate amount under the North American Facility by up to <u>\$1.25 million</u> if the Stalking Horse Bidder elects to exclude certain assets related the Rochester Hub pursuant to the Stalking Horse Agreement:</p> <ul style="list-style-type: none"> If the Stalking Horse Bidder elects to designate <u>substantially all</u> of the assets related to the Rochester Hub as an "Excluded Asset", including the real property, pursuant to the Stalking

Summary of Key Terms of the DIP Term Sheet	
	<p>Horse Agreement, the maximum aggregate amount under the North American Facility would be increased by <u>\$1.25 million</u>.</p> <ul style="list-style-type: none"> • If the Stalking Horse Bidder elects to designate a <u>portion of the</u> assets related to the Rochester Hub as an “Excluded Asset” as set out in and pursuant to the Stalking Horse Agreement, the maximum aggregate amount under the North American Facility would be increased by an amount equal to the Applicants’ costs to liquidate those assets up to a <u>maximum of \$1.25 million</u>.
Interest	11.3% per annum
Default Rate	An additional 2% per annum
Maturity Date	<p>The earliest to occur of:</p> <ul style="list-style-type: none"> • The Outside Date in the Stalking Horse Agreement, which is July 18, 2025; • Closing of a sale of all or any part of the Transferred Assets (as defined in the Stalking Horse Agreement) to a third-party purchaser pursuant to an Alternative Transaction (as defined in the Stalking Horse Agreement); • Termination of the Stalking Horse Agreement in accordance with its terms; • The closing of the transactions contemplated in the Stalking Horse Agreement; • Termination of the CCAA proceeding or commencement of any other insolvency-related proceedings in relation to the Applicants; Europe Parent or Germany SpokeCo; and • The date of any acceleration of the DIP Loans.
Use of Proceeds	<p>North American Facility: To fund paying amounts for the limited purpose of facilitating the CCAA proceeding, including the SISF, in accordance with the Budget.</p> <p>European Facility: To fund the approved operating expenses of Europe Parent and Germany SpokeCo in accordance with the Budget.</p> <p>Drawings under the European Facility may be used by Holdings to make intercompany loans to Europe Parent and Germany SpokeCo (the “<u>Intercompany Loans</u>”) in accordance with the budgets for those entities,</p>

Summary of Key Terms of the DIP Term Sheet	
	and Holdings has assigned its claims under those intercompany loans to the DIP Lender.
Prepayments	No mandatory prepayments. Voluntary prepayments permitted with the consent of the Monitor without premium or penalty.
Financial Covenants	<p>Weekly compliance with the Budget, tested on an aggregate cumulative basis, subject to the Permitted Variance. The Permitted Variance is, generally:</p> <ul style="list-style-type: none"> (i) operating disbursements not to exceed Budget by more than 10% (ii) professional fee disbursements not to exceed Budget by more than 10%; and (iii) cash receipts not to be lower than Budget by more than 10%. <p>Minimum liquidity of \$0.5 million, tested weekly, with liquidity being defined as unrestricted cash of Holdings on a consolidated basis.</p>
DIP Collateral	All present and after-acquired property of the Applicants including the Intercompany Loans

18. The DIP Facility is subject to customary covenants, conditions precedent, and representations and warranties made by the Chapter 15 Debtors to the DIP Lender. Additionally, the DIP Facility is conditional upon, among other things, the issuance of the ARIO approving the DIP Facility and granting a court-ordered charge over certain of the Chapter 15 Debtors' property in favor of the DIP Lender to secure all amounts advanced by the DIP Lender under the DIP Facility, together with all obligations, indebtedness, fees, costs and expenses of the Applicants under the DIP Term Sheet and the DIP Facility (the "DIP Lender's Charge"). See May 16 Aziz Declaration at 25.

BASIS FOR RELIEF

I. Chapter 15 of the Bankruptcy Code Authorizes the Requested Relief

19. Chapter 15 of the Bankruptcy Code is designed to promote cooperation and comity between courts in the United States and foreign courts, protect and maximize the value of a debtor's assets, and facilitate the rehabilitation and reorganization of businesses. 11 U.S.C. § 1501(a). Chapter 15 empowers courts with "broad, flexible rules to fashion relief appropriate for effectuating [chapter 15's] objectives in accordance with comity." *In re SPhinX, Ltd.*, 351 B.R. 103, 112 (Bankr. S.D.N.Y. 2006).

20. Upon recognition of a foreign proceeding, sections 1521 and 1507 of the Bankruptcy Code provide specific bases for additional relief. Section 1521 authorizes the Court to grant "any appropriate relief," including "any additional relief that may be available to a trustee" subject to certain limitations and provided that "the interests of creditors in the United States are sufficiently protected." 11 U.S.C. § 1521. A court may also act pursuant to section 1507 to provide "additional assistance" to a foreign representative under the Bankruptcy Code or other U.S. law beyond that permitted under section 1521, provided that such assistance is "consistent with the principles of comity[.]" See 11 U.S.C. § 1507.

21. Section 1521(a)(7) permits a court to grant any relief (with certain limited exceptions that are not applicable here) that would be available to a bankruptcy trustee, thereby authorizing application of sections 105 and 364 of the Bankruptcy Code to the Chapter 15 Cases.

22. Furthermore, section 1522 of the Bankruptcy Code makes clear that "[t]he court may grant relief under section 1519 or 1521 ... only if the interests of the creditors and other interested entities, including the debtor, are sufficiently protected." The Chapter 15 Debtors' creditors, Chapter 15 Debtors, and other parties will not be harmed by the Requested Relief. In fact, granting the relief requested herein will benefit the Chapter 15 Debtors' creditors because the

DIP Facility provides the necessary liquidity for the Chapter 15 Debtors to conduct a comprehensive and value-maximizing SIRP, which process is designed to maximize value for all of the Chapter 15 Debtors' stakeholders.

23. Of particular relevance to these Chapter 15 Cases is Section 364(e), which provides that a reversal or modification of a financing order does not affect the validity or priority of a post-petition lender's claim or lien. Lenders to foreign debtors in chapter 15 cases are entitled to the protection that their claims and liens retain their validity and priority if a recognition order is not entered. Absent such relief, the incorporation of section 364 into chapter 15 through section 1521(a)(7) would have little effect.

24. Furthermore, this Court has previously granted relief similar to the relief requested in this Motion. *See, e.g., In Re Ted Baker Canada Inc.*, Case No. 24-10699 (MEW) (Bankr. S.D.N.Y. May 17, 2024) (recognizing and enforcing the amended and restated initial order issued in a Canadian insolvency proceeding, including the DIP Facility contained therein, and holding that section 364(e) applies and allowing superpriority administrative expense status to the DIP liens).

25. The Chapter 15 Debtors and the entire Li-Cycle business will suffer harm if they do not obtain access to the DIP Facility. As set forth in the Aziz Declaration, the Chapter 15 Debtors are facing a looming liquidity crisis which will severely undermine the Chapter 15 Debtors' ability to conduct a comprehensive SISP. *See* Aziz Declaration at 13. As such, the Chapter 15 Debtors require immediate access to the DIP Facility to fund the SISP and produce a value-maximizing outcome for the benefit of all of their stakeholders. The DIP Lender has permitted the extension of credit, but the recognition of the Amended and Restated Initial Order, including the DIP Lender's charge, and the protections afforded via sections 364(c), (d) and (e) of

the Bankruptcy Code, are preconditions to funding. Recognizing the ARIO, including the DIP Facility is in the best interest of the Chapter 15 Debtors' all their stakeholders.

II. Recognition and Grant of Full Force and Effect to the ARIO is Not Manifestly Contrary to United States Public Policy

26. Mindful of Section 1506 of the Bankruptcy Code, the Foreign Representative respectfully submits that recognition of the ARIO, including the DIP Facility, will not violate United States public policy. The Canadian Proceedings, operating within the parameters of the CCAA, comply with fundamental standards of fairness and due process, which require that each interested party has notice of proceedings and an opportunity to be heard by a neutral court that contends with each party's arguments.

27. Recognition of the ARIO is not offensive to United States public policy, because the relief provided for therein, including approval of the DIP Facility are, are substantially similar to relief frequently approved in U.S. bankruptcy cases. Accordingly, this Court's recognition and enforcement of the ARIO, including the DIP Facility, does not contravene United States public policy, and the relief requested herein is appropriate.

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CONCLUSION

WHEREFORE, for the reasons set forth in this Motion, the Foreign Representative respectfully requests that the Court enter the proposed order attached to this Motion as **Exhibit A**, (i) recognizing and giving effect to the ARIO and the DIP Facility within the territorial jurisdiction of the United States and (ii) granting such other and further relief as the Court may deem just and proper.

Dated: May 16, 2025
New York, New York

By: /s/ Madlyn Gleich Primoff

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In His Capacity as Foreign Representative

EXHIBIT A

PROPOSED ORDER

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

In re:

LI-CYCLE HOLDINGS CORP. et al.,

Debtors in Foreign Proceedings.

)
) Chapter 15
)
) Case No. 25-10991 (PB)
)
)
) (Jointly Administered)
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**ORDER RECOGNIZING AND GIVING
EFFECT TO THE CANADIAN COURT'S AMENDED
AND RESTATED INITIAL ORDER, INCLUDING DIP FINANCING**

Upon the motion dated May 16, 2025 (the "Motion")¹ of the Foreign Representative for recognition and granting of full force and effect to the Canadian Court's Amended and Restated Initial Order (*i.e.*, the ARIO), including the DIP Facility, pursuant to sections 105(a), 364, 1507, 1521 and 1522 of the Bankruptcy Code; and upon this Court's review and consideration of the Motion, the Verified Petition, the Aziz Declaration and the May 16 Aziz Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and 11 U.S.C. §§ 109 and 1501, and the *Amended Standing Order of Reference to Bankruptcy Judges of the District Court for the Southern District of New York*, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(P); and venue being proper before this Court pursuant to 28 U. S.C. § 1410(1) and (3); and appropriate, sufficient and timely notice of the Motion and the hearing thereon having been given; and upon the record established at such hearing, it appearing that the relief requested in the Motion is in the best interests of the Chapter

¹ Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

15 Debtors, their creditors, and other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon the record; and due and sufficient cause appearing therefor,

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

A. On May [22], 2025, the Canadian Court granted the Amended and Restated Initial Order (the “**ARIO**”), which, among other things, authorized the Chapter 15 Debtors (i) to obtain and borrow under a credit facility (the “**DIP Facility**”) from Glencore International AG (the “**DIP Lender**”), on the terms and subject to the conditions set forth in the DIP Term Sheet between the Chapter 15 Debtors and the DIP Lender dated as of May 14, 2025 (the “**DIP Term Sheet**”) in an amount not to exceed USD \$10.5 million unless permitted by further Order of the Canadian Court, and granted the DIP Lender a charge against the Property (as defined in the ARIO) as security for all amounts outstanding under the DIP Facility, (ii) to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and (iii) to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order or the ARIO.

B. In the ARIO, the Canadian Court requested the aid and recognition of courts in the United States in enforcing and carrying out the relief granted in the ARIO.

C. The relief granted herein is necessary to implement the ARIO as it relates to the Chapter 15 Debtors and their Property (as defined in the ARIO), including their Property located

in the jurisdiction of the United States (“**U.S. Property**”) and is a condition precedent to the Chapter 15 Debtors’ ability to draw on the DIP Facility.

D. It appears from the ARIO and other papers submitted to the Court that the terms of the proposed DIP Facility were filed with the Canadian Court on or about May 16, 2025.

E. The Foreign Representative has asked for recognition of the ARIO and, in connection therewith, for recognition, enforcement and approval of the DIP Financing pursuant to sections 363, 364, 1520(a) and 1521(a)(7) of the Bankruptcy Code.

F. The Foreign Representative has demonstrated, and its showings are verified by the findings of the Canadian Court, that (i) the Chapter 15 Debtors are unable to obtain the requisite financing on an unsecured basis (even if such unsecured credit were to be a superpriority administrative expense), (ii) the DIP Facility is necessary to preserve and maximize the values of the Chapter 15 Debtors’ assets, to permit the orderly conduct of the Sale Process, and to prevent irreparable harm to the Chapter 15 Debtors and their estates, (iii) the terms of the DIP Facility are fair, reasonable, and adequate, given the circumstances and in the Chapter 15 Debtors’ reasonable business judgment, (iv) the Chapter 15 Debtors are unable to obtain credit that does not have the priority set forth in the ARIO, (v) the terms of the DIP Facility were entered into in good faith by the Chapter 15 Debtors and the DIP Lender, and (vi) the DIP Lender will not extend credit pursuant to the DIP Facility without the protections contained in this Order.

G. The relief granted hereby is necessary and appropriate, in the interests of the public and international comity, consistent with the public policy of the United States, and warranted under 11 U.S.C. §§ 105(a), 362, 363, 364, 365(e), 1507, 1509, 1517, 1520, 1521 and 1522, and will not cause hardship to creditors of the Chapter 15 Debtors or other parties in interests that is not outweighed by the benefits of granting the relief.

NOW, THEREFORE, based on the foregoing the Motion of the Foreign Representative and the record before this Court with respect to the Motion and the record made during the Hearing, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The relief granted in the ARIO is hereby recognized, enforceable and given full force and effect, on a final basis, with respect to the Chapter 15 Debtors and the Property, including the U.S. Property, including, for the avoidance of doubt, the authority to pay, withhold, or deduct any taxes, levies, duties or other charges owing to governmental authorities in the United States consistent with the DIP Term Sheet and the ARIO.
3. The relief granted in the ARIO with respect to the DIP Facility pursuant to, and consistent with, the ARIO and the DIP Term Sheet, and the indemnity contained therein, is hereby recognized and given force and effect on the terms set forth in the ARIO.
4. Pursuant to the ARIO, the DIP Lender shall be entitled to the benefit of and is thereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, including the U.S. Property, as security for all of the Chapter 15 Debtors’ obligations owing to the DIP Lender under the DIP Facility (including, without limitation, in respect of any principal, interest, fees and similar amounts thereunder). The DIP Lender’s Charge shall have the priority set out in paragraphs 64 and 66 of the ARIO.
5. The Chapter 15 Debtors are authorized to obtain financing in accordance with, and in the amounts set forth in, the ARIO. In connection therewith, the Court recognizes and shall enforce the DIP Lender’s Charge, which applies to all of the Chapter 15 Debtors’ assets, including

assets located in the United States, subject to the priorities, terms, and conditions of the ARIO, to secure current and future amounts outstanding under the DIP Facility.

6. Subject to paragraph 64 of the ARIO, Section 364 of the Bankruptcy Code is applicable with respect to each of the Chapter 15 Debtors and the Property of each of the Chapter 15 Debtors that is within the territorial jurisdiction of the United States. For the avoidance of doubt and without limiting the generality of the foregoing, this Order shall grant liens and security interests in the Chapter 15 Debtors' Property located within the territorial jurisdiction of the United States pursuant to section 364(d)(1) of the Bankruptcy Code in respect of, and in accordance with, the Administration Charge, the Directors' Charge, the CRO Charge, the KERP Charge, the DIP Lenders' Charge, the Transaction Fee Charge and the Intercompany Charge with the priority and to the extent of the amounts set forth in paragraph 64 of the ARIO.

7. Notwithstanding any other provision of this Order or the ARIO:

- (a) the DIP Lender may, but is not obligated to, take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Facility or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Facility, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon five business days notice to the Chapter 15 Debtors and the Monitor, may exercise any and all of its rights and remedies against the Chapter 15 Debtors or the Property, including the U.S. Property, under or pursuant to the ARIO, the DIP Facility, Definitive Documents and the DIP Lender's Charge, including,

without limitation, to: (i) terminate the commitments under the DIP Facility; (ii) cease making advances to the Chapter 15 Debtors; (iii) set off and/or consolidate any amounts owing by the DIP Lender to the Chapter 15 Debtors against the obligations of the Chapter 15 Debtors to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge; (iv) accelerate, and/or make a demand for immediate payment of, any or all obligations outstanding thereunder; (v) give any other notices that the DIP Lender considers necessary or desirable; and/or (vi) apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Chapter 15 Debtors and for the appointment of a trustee in bankruptcy of the Chapter 15 Debtors; and

- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Chapter 15 Debtors or the Property.

8. The DIP Lender shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the Bankruptcy Code in respect of the Chapter 15 Debtors, with respect to any advances made under the Definitive Documents.

9. If any of the provisions of this Order or the ARIO in connection with the Definitive Documents or the DIP Lender's Charge are subsequently stayed, modified, varied, amended,

reversed or vacated in whole or in part (collectively, a “**Variation**”), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), under the DIP Term Sheet or the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender’s Charge) for all advances so made and other obligations set out in the DIP Term Sheet and the Definitive Documents.

10. The claims of the DIP Lender under the DIP Facility to the extent of the DIP Lender’s Charge shall be secured by perfected super-priority liens in all Property (collectively, the “**DIP Liens**”) and (to the extent that claims against the Chapter 15 Debtors are adjudicated or paid within the territorial jurisdiction of the United States) shall be allowed super-priority administrative expense claims against the Chapter 15 Debtors with priority over all other liens in the U.S. Property or claims of any kind against the Chapter 15 Debtors (to the extent that claims against the Chapter 15 Debtors are adjudicated or paid within the territorial jurisdiction of the United States), now existing or hereafter arising, subject only to, and consistent with, the rank and priorities and amounts set forth in the ARIO.

11. Within the territorial jurisdiction of this Court, this Order shall be sufficient and conclusive notice and evidence of the grant, validity, perfection, and priority of the DIP Liens without the necessity of executing any guarantee, security or other document or filing or recording of this Order or any financing statement, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction; provided that the Chapter 15 Debtors are authorized to execute, and the DIP Lender may, within the territorial jurisdiction of this Court, file

or record, this Order, any financing statements, mortgages, other instruments or any other document to further evidence the liens authorized, granted, and perfected hereby and by the ARIO.

12. To the extent this Court's approval is required, the Chapter 15 Debtors are hereby authorized and empowered to execute and deliver the DIP Term Sheet and the Definitive Documents, as applicable, and the Chapter 15 Debtors are hereby authorized to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the DIP Lender due under and pursuant to the DIP Facility, the DIP Term Sheet, and the Definitive Documents and ARIO including, but not limited to, the fees and expenses of the DIP Lender's Canadian and United States counsel, and other advisors, as and when the same become due and are to be performed, notwithstanding any other provision of this Order and without any further order of this Court.

13. The terms of the DIP Facility have been negotiated in good faith and at arm's length between the Chapter 15 Debtors and the DIP Lender. Any financial accommodations made to the Chapter 15 Debtors by the DIP Lender in connection with and pursuant to the DIP Facility (pursuant to, and consistent with, the ARIO), whether prior to or after entry of this Order, shall be deemed to have been made by the DIP Lender in good faith, as that term is used in section 364(e) of the Bankruptcy Code. Accordingly, pursuant to sections 364(e), 1519(a)(3), 1521(a)(7), and 105(a) of the Bankruptcy Code, section 364(e) of the Bankruptcy Code hereby applies for the benefit of the DIP Lender, and the validity of the indebtedness, and the DIP Liens and the priority and perfection thereof pursuant to the ARIO, shall not be affected by any reversal or modification of this Order on appeal.

14. No action, inaction or acquiescence by the DIP Lender, including, without limitation, funding the Chapter 15 Debtors' ongoing operations consistent with this Order and the ARIO, shall be deemed to be or shall be considered as evidence of any alleged consent by the DIP

Lender to a charge against U.S. Property pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. To the extent consistent with the ARIO and the CCAA, with respect to the U.S. Property, the DIP Lender shall not be subject in any way whatsoever to (i) the equitable doctrine of “marshaling” or any similar doctrine with respect to the collateral, (ii) subject to the Administration Charge and section 506(c), which the Chapter 15 Debtors waive with respect to the DIP Lender, and (iii) the “equities of the case” exception found within section 552(b).

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

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

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

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

Dated: May __, 2025
New York, New York

Hon. Philip Bentley
United States Bankruptcy Judge

EXHIBIT 1

ARIO

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	THURSDAY, THE 22ND DAY
)	
JUSTICE CONWAY)	OF MAY, 2025

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

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

Applicants

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for an order amending and restating the Initial Order (the “**Initial Order**”) issued on May 14, 2025 (the “**Initial Filing Date**”) and extending the stay of proceedings provided for therein was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Ajay Kochhar sworn May 12, 2025 and the Exhibits thereto (the “**Kochhar Affidavit**”), the affidavit of William E. Aziz sworn May 16, 2025 and the Exhibits thereto (the “**Aziz Affidavit**”), the consent of Alvarez & Marsal Canada Inc. (“**A&M**”) to act as the Monitor (in such capacity, the “**Monitor**”), the Pre-Filing Report of A&M in its capacity as the proposed Monitor dated May 13, 2025, and the First Report of the Monitor dated May ●, 2025 and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, the Monitor and such other parties as listed on the counsel slip, no other party

appearing although duly served as appears from the Affidavit of Service of ● sworn May ●, 2025.

AMENDING AND RESTATING INITIAL ORDER

1. **THIS COURT ORDERS** that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. **THIS COURT ORDERS** that the time for service and filing of the Notice of Application, the Application Record and the Supplementary Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court one or more plans of compromise or arrangement (hereinafter referred to as the “**Plan**”).

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their businesses (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they

deem reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses (including, without limitation, in respect of expenses charged by employees to corporate credit cards) payable on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges; and
- (c) with the consent of the Monitor and in accordance with the Budget (as defined in the DIP Term Sheet), amounts owing for goods or services actually supplied to the Applicants prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicants following consultation with the Monitor, the third party supplier is

critical to the Business, ongoing operations of the Applicants, or preservation of the Property and the payment is required to ensure ongoing supply.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) expenses required to ensure compliance with any governmental or regulatory rules, orders or directions; and
- (c) payment for goods or services actually supplied to the Applicants following the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes, and (iv) statutory deductions in the United States, and all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected

prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing Date; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time (“**Rent**”), for the period commencing from and including the Initial Filing Date twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), or, at the election of the applicable Applicant, at such intervals as such Rent is usually paid pursuant to the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the Initial Filing Date shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate; and
- (c) pursue all avenues of refinancing, restructuring, selling or reorganizing their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Applicants and/or the Business (the “**Restructuring**”).

13. **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If any of the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants’ claims to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours’ prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord

may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. **THIS COURT ORDERS** that from the Initial Filing Date until and including July 7, 2025, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies under or relating to any class action proceeding against any of the Applicants or in respect of the Property), except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or their respective employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

16. **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of any of the Applicants that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended for a period equal to the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

17. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions,

suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence authorization or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Initial Filing Date are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

20. **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of the Initial Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date of the Initial Order with any

amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of the Initial Order, in each case without the consent of the Applicants and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

21. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a Plan in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. **THIS COURT ORDERS** that the Applicants shall indemnify their current and future directors and officers, the CRO (as defined below) and the CFO (as defined below) against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

24. **THIS COURT ORDERS** that the current and future directors and officers of the Applicants, the CRO and the CFO shall be entitled to the benefit of and are hereby granted a

charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$450,000, as security for the indemnity provided in paragraph 23 of this Order. The Directors’ Charge shall have the priority set out in paragraphs 64 and 66 herein.

25. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 23 of this Order.

APPOINTMENT OF MONITOR

26. **THIS COURT ORDERS** that A&M is, as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor’s functions.

27. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants’ receipts and disbursements;
- (b) review and approve Intercompany Advances (as defined below);
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) advise the Applicants in the preparation of the Applicants’ cash flow statements, which information shall be reviewed with the Monitor;

- (e) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (f) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (g) advise the Applicants in its development of the Plan and any amendments to the Plan;
- (h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' meetings for voting on the Plan;
- (i) assist the Applicants and the Financial Advisor, to the extent required by the Applicants and the Financial Advisor, in connection with any sale and realization process conducted by the Applicants and the Financial Advisor;
- (j) receiving, holding and making payments of KERP Funds (defined below) as set out in the KERP (defined below);
- (k) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, wherever located, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (l) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (m) perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

28. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants, including the DIP Lender, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree. Nothing in this paragraph shall derogate or limit the DIP Lender’s rights to request or receive information under the DIP Facility.

31. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or

obligation as a result of its appointment or the carrying out of the provisions of this Order or the Initial Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order or the Initial Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

APPROVAL OF CRO AND CFO ENGAGEMENTS

32. **THIS COURT ORDERS** that the agreement dated as of April 28, 2025 pursuant to which the Applicants have engaged BlueTree Advisors Inc. (“**BlueTree**”) to provide the services of William E. Aziz to act as Chief Restructuring Officer of the Applicants (“**CRO**”) and provide certain financial advisory and consulting services to the Applicants, a copy of which is attached as Exhibit “N” to the Kochhar Affidavit (the “**CRO Engagement Letter**”), the agreement dated as of April 28, 2025 pursuant to which the Applicants have engaged Michelle T. Faysal as interim Chief Financial Officer of the Applicants (“**CFO**”), a copy of which is attached as Exhibit “O” to the Kochhar Affidavit (the “**CFO Engagement Letter**”), the execution of the CRO Engagement Letter and the CFO Engagement Letter by the Applicants, *nunc pro tunc*, and the appointment of the CRO and the CFO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby including, for the avoidance of doubt, the “Restructuring Fee” (as defined in the CRO Engagement Letter).

33. **THIS COURT ORDERS** that the CRO and the CFO shall not be or be deemed to be a director, *de facto* director or employee of the Applicants or any of their respective subsidiaries or affiliates.

34. **THIS COURT ORDERS** that neither BlueTree, the CRO nor the CFO shall, as a result of the performance of their respective obligations and duties in accordance with the terms of the CRO Engagement Letter or CFO Engagement Letter, as applicable, be deemed to be in Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to the Environmental Legislation, however, if BlueTree, the CRO or the CFO are nevertheless later found to be in Possession of any Property, then BlueTree, the CRO or the CFO, as applicable, shall be entitled to the benefits and protections in relation to the Applicants and such Property as are provided to a monitor under Section 11.8(3) of the CCAA,

provided however that nothing herein shall exempt the BlueTree, the CRO or the CFO from any duty to report or make disclosure imposed by applicable Environmental Legislation.

35. **THIS COURT ORDERS** that BlueTree, the CRO and the CFO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the Initial Filing Date except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO or CFO.

36. **THIS COURT ORDERS** that no Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of BlueTree, the CRO or the CFO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or the CFO, as applicable, or with leave of this Court on notice to the Applicant, the Monitor, the CRO and the CFO, as applicable. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor, the CRO and the CFO, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

37. **THIS COURT ORDERS** that the obligations of the Applicants to BlueTree and the CRO and the CFO pursuant to the CRO Engagement Letter and the CFO Engagement Letter, as applicable, shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3, as amended (the “**BIA**”) or the *United States Bankruptcy Code*, 11 U.S.C. §§101-1330, as amended (the “**US Bankruptcy Code**”) in respect of the Applicants.

APPROVAL OF FINANCIAL ADVISOR AND MAPLEBRIAR ENGAGEMENTS

38. **THIS COURT ORDERS** that the agreement dated as of May 8, 2025 pursuant to which the Applicants have engaged Alvarez & Marsal Canada Securities ULC (the “**Financial Advisor**”) to assist the Applicants in evaluating and pursuing one or more potential sale transactions, a copy of which is attached as Exhibit “Q” to the Kochhar Affidavit (the “**Financial Advisor Engagement Letter**”), the agreement dated as of May 1, 2025 pursuant to which the Applicants have engaged Maplebriar Holdings Inc. (“**Maplebriar**”) to provide the services of Ajay Kochhar to assist the Applicants in pursuing one or more potential sale transactions, a copy of which is attached as Exhibit “P” to the Kochhar Affidavit (the “**Maplebriar Engagement**”).

Letter), and the execution of the Financial Advisor Engagement Letter and the Maplebriar Engagement Letter by the Applicants, *nunc pro tunc*, is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby including, for the avoidance of doubt, the “Restructuring Fees” (as defined in the Maplebriar Engagement Letter).

39. **THIS COURT ORDERS** that the Financial Advisor and Maplebriar shall not be or be deemed to be a director, *de facto* director or employee of the Applicants or any of their respective subsidiaries or affiliates.

40. **THIS COURT ORDERS** that the Financial Advisor and Maplebriar shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the Initial Filing Date except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the Financial Advisor or Maplebriar, as applicable.

41. **THIS COURT ORDERS** that no Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Financial Advisor or Maplebriar, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the Financial Advisor or Maplebriar, as applicable, or with leave of this Court on notice to the Applicants, the Monitor, the Financial Advisor and Maplebriar, as applicable. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor, the Financial Advisor and Maplebriar, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

42. **THIS COURT ORDERS** that the obligations of the Applicants to the Financial Advisor and Maplebriar pursuant to the Financial Advisor Engagement Letter and Maplebriar Engagement Letter, as applicable, shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants.

ADMINISTRATION CHARGE

43. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor in Canada and the United States (collectively, the “**Monitor Counsel**”), the CRO, the CFO, the Financial Advisor, Maplebriar, and counsel to the Applicants in Canada and the United States (collectively, the

“**Applicants Counsel**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and in the case of the CRO in accordance with the CRO Engagement Letter, and in the case of the CFO in accordance with the CFO Engagement Letter, and in the case of the Financial Advisor in accordance with the Financial Advisor Engagement Letter, and in the case of Maplebriar in accordance with the Maplebriar Engagement Letter, whether incurred prior to, on or after the Initial Filing Date, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, the Monitor Counsel, the Financial Advisor and the Applicants Counsel on a weekly basis or pursuant to such other arrangements agreed to between the Applicants and such parties and, in addition, the Applicants are hereby authorized to pay to the Monitor, the Monitor Counsel, and the Applicants Counsel, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

44. **THIS COURT ORDERS** that the Monitor and its Canadian legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its Canadian legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

45. **THIS COURT ORDERS** that the Monitor, the Monitor Counsel, the CRO (solely for the “Work Fee” as defined and set out in the CRO Engagement Letter), the Financial Advisor, the CFO and the Applicants Counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$2.5 million, as security for their professional fees and disbursements incurred at their standard rates and charges, and in the case of the CRO in accordance with the CRO Engagement Letter, and in the case of the Financial Advisor in accordance with the Financial Advisor Engagement Letter, and in the case of the CFO in accordance with the CFO Engagement Letter, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 64 and 66 hereof.

DIP FINANCING

46. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from Glencore International AG

(the "**DIP Lender**") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed USD \$10.5 million unless permitted by further Order of this Court.

47. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated as of May 14, 2025 (the "**DIP Term Sheet**"), filed.

48. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

49. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for all of the Applicants' obligations owing to the DIP Lender under the DIP Term Sheet (including, without limitation, in respect of any principal, interest, fees and similar amounts thereunder), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 64 and 66 hereof.

50. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Term Sheet or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon two business days notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term

- Sheet, Definitive Documents and the DIP Lender's Charge, including, without limitation, to: (i) terminate the commitments under the DIP Term Sheet; (ii) cease making advances to the Applicants; (iii) set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge; (iv) accelerate, and/or make a demand for immediate payment of, any or all obligations outstanding thereunder; (v) give any other notices that the DIP Lender considers necessary or desirable; and/or (vi) apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

51. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants, with respect to any advances made under the Definitive Documents.

52. **THIS COURT ORDERS** that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Lender's Charge are subsequently stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), under the DIP Term Sheet or the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made and other obligations set out in the DIP Term Sheet and the Definitive Documents.

53. **THIS COURT ORDERS** that the formal valuation and minority approval requirements contained in sections 5.4 and 5.6 of Multilateral Instrument 61-101 – Protection of Minority

Security Holders in Special Transactions need not be complied with in connection with the DIP Facility.

TRANSACTION FEE CHARGE

54. **THIS COURT ORDERS** that the CRO (as security for the fees and expenses other than the “Work Fee” as defined and set out in the CRO Engagement Letter) and Maplebriar (as security for the “Restructuring Fees” as defined and set out in the Maplebriar Engagement Letter) shall be entitled to the benefit of and are hereby granted a charge (the “**Transaction Fee Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$1 million. The Transaction Fee Charge shall have the priority set out in paragraphs 64 and 66 hereof.

KERP APPROVAL AND KERP CHARGE

55. **THIS COURT ORDERS** that the key employee retention plan (the “**KERP**”) described in the Aziz Affidavit and attached to the Aziz Affidavit is hereby approved and the Applicants are authorized to enter into the KERP *nunc pro tunc* and the Applicants are authorized to make payments in accordance with the terms thereof, including the amounts of CAD \$869,973.92 and USD \$672,075.46 to paid by the Applicants to the Monitor and held by the Monitor for the benefit of the KERP Employees (as defined in the KERP) pursuant to the KERP (the “**KERP Employee Funds**”).

56. **THIS COURT ORDERS** that the Applicants are authorized to pay the amount of USD \$113,000 to the Monitor to be held as security for the “Work Fee” of Maplebriar (as set out in the Maplebriar Engagement Letter) (the “**Maplebriar Work Fee Funds**”, and collectively with the KERP Employee Funds, the “**KERP Funds**”). The Applicants are authorized to make payments of the Maplebriar Work Fee Funds in accordance with the Maplebriar Engagement Letter.

57. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the beneficiaries of the KERP, being each of the KERP Employees (as defined in the KERP) and Maplebriar (the “**KERP Beneficiaries**”). The Monitor shall be permitted to distribute the KERP Funds to the Applicants for payment to the applicable KERP Beneficiaries as and when required by the KERP, and, when

in the hands of the Applicants or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Beneficiaries.

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

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

60. **THIS COURT ORDERS** that each of the KERP Beneficiaries shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on the KERP Funds as security for the obligations of the Applicants under the KERP and the Maplebriar Engagement Letter (other than for the “Restructuring Fees” as defined and set out in the Maplebriar Engagement Letter). The KERP Charge shall have the priority set out in paragraphs 64 and 66 hereof.

INTERCOMPANY FINANCING

61. **THIS COURT ORDERS** that each of the Applicants (each, an “**Intercompany Lender**”) is authorized to loan to each of the other Applicants (each, an “**Intercompany Borrower**”), and each Intercompany Borrower is authorized to borrow, repay and re-borrow, such amounts from time to time as the Intercompany Borrower, with the approval of the Monitor, considers necessary or desirable on a revolving basis to fund its ongoing expenditures and to pay such other amounts as are permitted by the terms of this Order (the “**Intercompany Advances**”), on terms consistent with existing arrangements or past practice or otherwise approved by the Monitor.

62. **THIS COURT ORDERS** that each Intercompany Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Intercompany Charge**”) on all of the Property of each Intercompany Borrower, as security for the Intercompany Advances made to such Intercompany Borrower, which Intercompany Charge shall not secure an obligation that exists before the Initial

Filing Date. The Intercompany Charge shall have the priority set out in paragraphs 64 and 66 hereof.

63. **THIS COURT ORDERS** that each Intercompany Lender shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants, with respect to any Intercompany Advances made on or after the date of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

64. **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors' Charge, the KERP Charge, the DIP Lender's Charge, the Transaction Fee Charge and the Intercompany Charge (collectively, the "**Charges**"), as among them with respect to any Property to which they apply, shall be as follows:

First – Administration Charge (to the maximum amount of USD \$2.5 million);

Second – Directors' Charge (to the maximum amount of USD \$450,000);

Third – KERP Charge (solely as against the KERP Funds);

Fourth – DIP Lender's Charge (to the maximum amount of the DIP Obligations (as defined in the DIP Term Sheet) owing thereunder at the relevant time);

Fifth – Transaction Fee Charge (to the maximum amount of USD \$1 million); and

Sixth – Intercompany Charge.

65. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

66. **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property to which they apply and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured

creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person; provided that with respect to the DOE Collateral (as defined in the DIP Term Sheet), the DIP Lender’s Charge shall be subordinate to the DOE Security (as defined in the DIP Term Sheet).

67. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property to which the Charges apply that rank in priority to, or *pari passu* with, any of the applicable Charges, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the applicable Charges, or further Order of this Court.

68. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder, including, for greater certainty, the DIP Lender (collectively, the “**Chargees**”) shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

69. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

70. **THIS COURT ORDERS** that the decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents and press releases (collectively, the "**Securities Filings**") that may be required by any federal, state, provincial or other law respecting securities or capital markets in Canada or the United States, or by the rules and regulations of an over the counter market, including, without limitation, the *Securities Act* (Ontario) and comparable statutes enacted by other provinces of Canada, the *Securities Act of 1933* (United States) and the *Securities Exchange Act of 1934* (United States) and comparable statutes enacted by individual states of the United States, and the rules of OTCQX and the Financial Industry Regulatory Authority and other rules, regulations and policies of OTCQX (collectively, the "**Securities Provisions**"), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or over the counter market from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Provisions.

71. **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the CRO (and its directors, officers, employees and representatives), the CFO or the Monitor (and its directors, officers, employees and representatives), shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Provisions during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator, stock exchange or over the counter market from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the "**Regulators**") in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable

securities law. Further, nothing in this Order shall constitute or be construed as an admission by the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Provisions.

SEALING

72. **THIS COURT ORDERS** that Confidential Exhibit “H” to the Aziz Affidavit shall be sealed, kept confidential and shall not form part of the public record pending further Order of the court.

SERVICE AND NOTICE

73. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

74. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

75. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice->

[commercial/](#)) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/LiCycle.

76. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

CHAPTER 15 PROCEEDINGS

77. **THIS COURT ORDERS** that the CRO is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized and approved in any jurisdiction outside of Canada.

78. **THIS COURT ORDERS** that the Foreign Representative is hereby authorized to apply for recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including, without limitation, the United States Bankruptcy Court for the Southern District of New York (the "**Foreign Bankruptcy Court**") pursuant to Chapter 15 of the US Bankruptcy Code. The Foreign Representative is authorized to apply for recognition and enforcement of this Order and any subsequent Orders of this Court in the United States including, without limitation, paragraphs 15, 17, 18, 19 and 22 with respect to any Proceeding taking place in the United States, any Business or Property of the Applicants located or being conducted within the United States, and any Person located or acting within the United States, as applicable. All courts and administrative bodies of all such jurisdictions are hereby respectively

requested to make such orders and provide such assistance to the Foreign Representative, the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

GENERAL

79. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

80. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

81. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory body or administrative body having jurisdiction in Canada or in the United States, including the Foreign Bankruptcy Court, to give effect to this Order and to assist the Applicants, the Foreign Representative, the Monitor, the DIP Lender and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative, the Applicants, the DIP Lender and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the CRO in any foreign proceeding, or to assist the Foreign Representative, the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

82. **THIS COURT ORDERS** that each of the Foreign Representative, the Applicants, the DIP Lender and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

83. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

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

**AMENDED AND RESTATED
INITIAL ORDER**

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Lawyers for the Applicants

EXHIBIT 2

DIP Term Sheet

**Summary of Terms and Conditions for
Debtor-In-Possession Financing
(the “DIP Term Sheet”)**

WHEREAS the Borrower (as defined below) has requested and the DIP Lender (as defined below) has agreed to provide funding in order to fund certain limited obligations of the Borrower in the context of its proceeding under the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”, and such proceeding, the “CCAA Proceeding”) before the Ontario Superior Court of Justice (Commercial List) (the “Court”) in accordance with the terms set out herein;

NOW THEREFORE the parties, in consideration of the foregoing and the mutual agreements contained herein (the receipt and sufficiency of which are hereby acknowledged), agree as follows:

1. BORROWER:	Li-Cycle Holdings Corp., an Ontario corporation (the “ <u>Borrower</u> ”).
2. GUARANTORS:	Each subsidiary of the Borrower that is an Applicant in the CCAA Proceeding (such entities, the “ <u>DIP Guarantors</u> ” and together with the Borrower, the “ <u>DIP Loan Parties</u> ”).
3. DIP LENDER:	Glencore International AG (“ <u>Glencore</u> ” and the “ <u>DIP Lender</u> ”).
4. EXISTING FACILITIES:	The Borrower is party to (i) that certain Amended and Restated Convertible Note having an original principal amount of US\$124,059,131.32 as of January 31, 2025 (the “ <u>First A&R Glencore Note</u> ”) issued by the Borrower to Glencore Canada Corporation (“ <u>Glencore Canada</u> ”) on May 5, 2022 pursuant to that certain Note Purchase Agreement, dated May 5, 2022 (the “ <u>2022 Note Purchase Agreement</u> ”) and as subsequently amended and restated on March 25, 2024 and January 31, 2025, (ii) that certain Amended and Restated Convertible Note having an original principal amount of \$121,772,741.47 as of January 31, 2025 (the “ <u>Second A&R Glencore Note</u> ”), issued by the Borrower to Glencore Canada Corporation on May 5, 2022 pursuant to the 2022 Note Purchase Agreement and as subsequently amended and restated on March 25, 2024 and January 31, 2025 and (iii) that certain Amended and Restated Senior Secured Convertible Note having an original principal amount of US\$81,573,643.75 as of January 31, 2025, issued by the Borrower to Glencore Canada Corporation on March 25, 2024 and amended and restated on January 31, 2025 (the “ <u>Original Senior Secured Glencore Note</u> ” and, together with the First A&R Glencore Note and the Second A&R Glencore Note, collectively, the “ <u>Glencore Notes</u> ” and, the debt under First A&R Glencore Note and Original Senior Secured Glencore Note, the “ <u>Existing Glencore Secured Debt</u> ”) pursuant to that certain amended and restated Note Purchase Agreement, dated March 25, 2024 (as

	<p>amended, restated, supplemented or otherwise modified from time to time, the “<u>2024 Note Purchase Agreement</u>”).</p> <p>Certain of the DIP Guarantors are party to 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, the “<u>DOE Loan Agreement</u>” and, together with the Existing Glencore Secured Debt, the “<u>Existing Secured Debt</u>”) among the United States Department of Energy, Li-Cycle U.S. Inc., as the borrower, Li-Cycle North America Hub, Inc., as a borrower entity and Li-Cycle Inc., as a borrower entity, and the liens and security interests granted by such DIP Guarantors securing the DOE Loan Agreement are the “<u>DOE Security</u>” and the Collateral (as defined in the DOE Loan Agreement) subject to the DOE Security is the “<u>DOE Collateral</u>”.</p>
5. USE OF PROCEEDS:	<p>The proceeds of the DIP Facility may only be used to pay the following:</p> <p>(i) under the North American Facility, (a) fees and other expenses due and payable under the DIP Facility, (b) other amounts contemplated to be paid in accordance with the Budget (as defined below) (subject to Permitted Variances (as defined below)) for the North American operations of the DIP Loan Parties and only for the limited purpose of facilitating the Proceeding, including the SISP, and (c) the making by the Borrower of intercompany loans to Li-Cycle U.S. Inc and Li-Cycle APAC Pte., and</p> <p>(ii) under the European Facility, the making by the Borrower of the Intercompany Loans (as defined below) to Li-Cycle Europe AG (the “<u>Swiss Subsidiary</u>”) and/or Li-Cycle Germany GmbH (the “<u>German Subsidiary</u>”) to fund the approved operating expenses to such entities, as specifically provided in the Budget (collectively, the “<u>Permitted Uses</u>”).</p> <p>Subject to the terms of the Amended and Restated Initial Order (as defined below), no portion of DIP Loans (as defined below) and/or the Debtors’ cash collateral and other cash may be used to investigate, commence or prosecute any action, proceeding or objection with respect to or related to the rights, remedies, liens or security interests of the DIP Lender under this DIP Term Sheet or the DIP Credit Agreement, as applicable, and related definitive documentation relating to the DIP Facility.</p>
6. DIP FACILITY AND MAXIMUM AMOUNT:	<p>A non-amortizing multi-draw term loan debtor-in-possession credit facility in the aggregate principal amount of US\$10.5 million (the “<u>Aggregate Maximum Amount</u>”), of which an aggregate principal amount of US\$9 million (the “<u>North American Maximum Amount</u>”) will be available to fund the operations of the North American business of the DIP Loan Parties (the “<u>North American Facility</u>”), and an aggregate</p>

	<p>principal amount of US\$1.5 million (the “<u>European Maximum Amount</u>” and together with the North American Maximum Amount, the “<u>Maximum Amounts</u>” and each, an “<u>Maximum Amount</u>”) will be available to fund the operations of the Swiss Subsidiary and the German Subsidiary (the “<u>European Facility</u>” and together with the North American Facility, the “<u>Facilities</u>”); <u>provided</u> that if, in accordance with Section 2.2 of the Purchase Agreement, the Buyer elects to exercise the Rochester Option, the Aggregate Maximum Amount and North American Maximum Amount may each be increased by (i) US\$1.25 million in the case of the exercise of a Total Rochester Option and (ii) a maximum of US\$1.25 million in the case of the exercise of a Partial Rochester Option (with such amount determined in accordance with the definition of “Incremental Winddown Amount” (as defined in the Purchase Agreement)).</p> <p>Drawings under each of the Facilities will be available in multiple drawings in an aggregate amount not to exceed the applicable Maximum Amount, in each case, only solely for the Permitted Uses and in accordance with the Budget and on the terms and conditions contained herein or in the DIP Credit Agreement, as applicable (the “<u>DIP Facility</u>”; and the loans thereunder, the “<u>DIP Loans</u>”).</p> <p>The date of the closing of the DIP Facility is referred to herein as the “<u>Effective Date</u>.”</p>
<p>7. INTERCOMPANY LOANS</p>	<p>Subject to the terms of this DIP Term Sheet (including, without limitation, the Budget) and the Amended and Restated Initial Order, the Borrower shall be permitted to use proceeds of DIP Loans advanced under the European Facility to make loans (each, an “<u>Intercompany Loan</u>”) to the Swiss Subsidiary and German Subsidiary, as contemplated by this DIP Term Sheet and/or the Budget; provided that the following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole discretion, prior to the Borrower making any Intercompany Loan:</p> <p>(a) the quantum and timing of such Intercompany Loan shall be in accordance with, as the case may be, the German Budget or the Swiss Budget and the liquidity need set out therein for the respective next calendar week;</p> <p>(b) there shall be no Event of Default outstanding that has not been cured or waived in writing by the DIP Lender, in its sole discretion;</p> <p>(c) such Intercompany Loan shall be documented in the form attached as <u>Schedule “A”</u> hereto, and for certainty, the Intercompany Loan(s) shall (i) provide that after (A) the occurrence and during the continuance of an Event of Default and the termination of the DIP Facility by the DIP Lender in accordance with this DIP Term Sheet or the DIP Credit Agreement, as applicable, and (B) the Court having issued an</p>

	<p>order authorizing the DIP Lender to do so (such order sought by the DIP Lender on not less than three (3) business days' notice to the Borrower and Alvarez & Marsal Canada Inc., in its capacity as Court-appointed monitor (in such capacity, the "<u>Monitor</u>") after the occurrence and during the continuance of an Event of Default), the DIP Lender shall have the right to instruct the Borrower to, and the Borrower acting at the direction of the DIP Lender shall, pursue all remedies against the Swiss Subsidiary or German Subsidiary, as applicable, that are available to the Borrower as a lender under the relevant Intercompany Loan, and applicable law; and (ii) allow collection by the DIP Lender of the receivables of the Borrower against the German Subsidiary and the Swiss Subsidiary under the Intercompany Loans after the occurrence of an Event of Default; and</p> <p>(d) the claims of the Borrower against the German Subsidiary and the Swiss Subsidiary under the Intercompany Loans shall be assigned for security purposes to the DIP Lender pursuant to the DIP Charge.</p>
<p>8. REPAYMENT:</p>	<p>The aggregate principal amount owing under the DIP Facility, all accrued and unpaid interest, and all unpaid fees and expenses incurred by the DIP Lender as provided herein in connection with the DIP Facility (collectively, the "<u>DIP Obligations</u>") shall be repaid in full on the earliest to occur (the "<u>Maturity Date</u>") of:</p> <ul style="list-style-type: none"> • the date that is the Outside Date (as defined in the Purchase Agreement (as defined below)), with an ability to extend at the sole option of the DIP Lender; • closing of a sale of all or any part of the Transferred Assets (as defined in the Purchase Agreement) to a third-party purchaser pursuant to an Alternative Transaction (as defined in the Purchase Agreement); • termination of the Purchase Agreement in accordance with the terms thereof; • the closing of the Transactions (as defined in the Purchase Agreement); • the termination of the CCAA Proceeding or any action, legal proceeding or formal procedure or step is taken for the filing for or commencement of bankruptcy, insolvency, receivership or moratorium proceedings (or comparable proceedings under applicable local insolvency laws) in respect of any of the Borrower, any Guarantor, the Swiss Subsidiary or the German Subsidiary under any insolvency laws, or the Swiss Subsidiary is compelled under any applicable law to apply for the commencement of such proceedings as a result of it being over-indebted (überschuldet) or illiquid (zahlungsunfähig); or • the date of acceleration of the DIP Loans pursuant to this DIP

	<p>Term Sheet or the DIP Credit Agreement, as applicable, the form of which shall be acceptable to the DIP Lender and the Borrower (the “<u>DIP Credit Agreement</u>”).</p> <p>The commitment in respect of the DIP Facility shall expire on the Maturity Date and all then outstanding and unpaid DIP Obligations (other than contingent indemnification obligations) shall be repaid in full on the Maturity Date.</p> <p>All payments received by the DIP Lender shall be applied first to any fees and expenses due under the DIP Facility, then to accrued and unpaid interest thereunder and then, after all such fees, expenses and interest are brought current, to the principal amount outstanding thereunder.</p> <p>It is acknowledged that, subject to Court approval, some or all of the DIP Obligations may be satisfied by the DIP Lender making of a credit bid for some or all of the assets or equity interests of the Borrower pursuant to a Vesting Order Transaction in the DIP Lender’s sole discretion.</p>
9. BUDGET:	<p>The “<u>Budget</u>” shall consist of, in respect of (i) the Borrower on a consolidated basis, a rolling 13-week operating budget prepared by the Borrower’s management and advisors in the form attached as <u>Part A of Schedule “B” (Budget)</u>, and (ii) the Swiss Subsidiary and the German Subsidiary each on a standalone basis individually (the so-prepared standalone budget a “<u>German Budget</u>” or “<u>Swiss Budget</u>”), a liquidity status as of the day two (2) days prior to the relevant day and, derived therefrom, and a rolling 13-week operating budget prepared by the Borrower’s management and advisors in the form attached as <u>Part B of Schedule “B” (Budget)</u>, in each case, that is acceptable to the DIP Lender in its sole discretion, prepared in accordance with applicable local insolvency law requirements and, in particular, sets forth all forecasted revenues, operating and non-operating cash receipts, professional fees, disbursements, net operating cash flow and liquidity of the Borrower and the DIP Guarantors (or in the case of the German Budget or Swiss Budget, the German Subsidiary or Swiss Subsidiary, respectively), on a weekly basis for such 13-week period beginning on the Effective Date, broken down by week, including the anticipated weekly borrowings and uses of the DIP Loans for such period, which shall include, in accordance with applicable local insolvency law requirements, among other things, available cash, cash flow, trade payables and ordinary course expenses, total expenses and capital expenditures, fees and expenses relating to the DIP Facility, fees and expenses related to the CCAA Proceeding (including professional fees), as applicable, and working capital and other general corporate needs (such Budget (including, for certainty, each of the German Budget and the Swiss Budget) shall be updated and supplemented in the manner required pursuant to Section 22). With respect to any material payments (<i>i.e.</i>, payment</p>

	<p>plans, payments with respect to accounts payable) in the Budget, such payments shall be explicitly identified by individual line items in such Budget.</p> <p>At any given time, the Budget in effect at such time (whether the original Budget or any subsequent Budget as updated and supplemented in the manner required pursuant to Section 22) shall be referred to as the Budget (or the German Budget or Swiss Budget, as applicable) after approval by the DIP Lender.</p>
<p>10. EFFECTIVENESS OF THE DIP FACILITY:</p>	<p>The Effective Date shall be subject to the following conditions precedent, which shall be satisfied, or waived in writing by the DIP Lender, in its sole and absolute discretion:</p> <ul style="list-style-type: none"> (i) the relevant DIP Loan Parties shall have executed a purchase agreement (the “<u>Purchase Agreement</u>”) for certain North American assets and/or equity interests of the DIP Loan Parties (including the shares of the Swiss Subsidiary), in form and substance acceptable to the DIP Lender in its sole and absolute discretion and such Purchase Agreement shall be in effect as a stalking horse bid, and there shall be no material breach by the Borrower of any of its obligations thereunder which breach has not been cured in accordance with the terms thereof; (ii) delivery of the initial Budget, with a copy to the Monitor, in form and substance acceptable to the DIP Lender in its sole discretion; (iii) the Filing Date (as defined below) shall have occurred; (iv) no trustee shall have been appointed with respect to any DIP Loan Party or any of the DIP Loan Parties’ respective properties pursuant to any of the <i>Bankruptcy and Insolvency Act</i> (Canada) or Section 1104 of the Bankruptcy Code; (v) the Court shall have issued the Amended and Restated Initial Order in the CCAA Proceeding (the date of such Amended and Restated Initial Order, the “<u>Filing Date</u>”) in the form accepted by the DIP Lender in its reasonable discretion that, among other things, authorizes and approves (i) a first advance under the DIP Facility on the terms and conditions herein, including, without limitation, the DIP Charge securing a principal amount of \$10,500,000 and the other DIP Obligations not constituting the principal amount thereof with the priority contemplated herein, and (ii) the advances from the Borrower to the Swiss Subsidiary and the German Subsidiary under the Intercompany Loans, and such Amended and Restated Initial Order shall have been obtained

	<p>pursuant to notices and otherwise in a manner satisfactory to the DIP Lender and the DIP Loan Parties shall be in full compliance with all the terms of the Amended and Restated Initial Order and the CCAA Proceeding shall have been recognized in the United States pursuant to Chapter 15 of the US Bankruptcy Code in a proceeding before a bankruptcy court acceptable to the DIP Lender (the “<u>US Bankruptcy Court</u>”) and the US Bankruptcy Court shall have entered an Order, in the form accepted by the DIP Lender in its reasonable discretion, giving full force and effect to the Amended and Restated Initial Order within five (5) Business Days;</p> <p>(vi) all motions brought by any DIP Loan Party in the CCAA Proceeding and in the Chapter 15 Proceedings and orders approving such motions, in each case, as of the date that all other conditions to effectiveness in this Section 10 have been satisfied, shall be reasonably satisfactory to the DIP Lender;</p> <p>(vii) each of the representations and warranties under this DIP Term Sheet or DIP Credit Agreement, as applicable, shall be true and correct in all material respects as of the date made or deemed made (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);</p> <p>(viii) the absence of any Default or Event of Default hereunder as of the date that all other conditions to effectiveness in this Section 10 have been satisfied; and</p> <p>(ix) the agreements documenting the Intercompany Loans shall be in full force and effect and as of the date of such effectiveness, there shall be no breach by the parties of any of their obligations thereunder which breach has not been cured in accordance with the terms thereof.</p>
<p>11. AVAILABILITY UNDER DIP FACILITY:</p>	<p>The DIP Facility will be made available subject to the terms and conditions set forth herein.</p> <p>After the advance of the initial DIP Loans, subsequent DIP Loans shall be in minimum principal amounts and increments to be agreed and are to be funded within one (1) Business Day of delivery of a drawdown certificate in substantially the form set out in <u>Schedule “D”</u> hereto, executed by an officer on behalf of the Borrower (a “<u>Drawdown Certificate</u>”), for the related DIP Loan in accordance with paragraph 13(a) below.</p>

	<p>For the purposes of this DIP Term Sheet, “Business Day” means a day on which banks are generally open for business in Toronto, Ontario, New York, NY, and Baar, Switzerland.</p> <p>The proceeds of each DIP Loan under each Facility shall be applied by the Borrower solely in accordance with the Budget (subject to Permitted Variances) or as may otherwise be agreed to in writing by the DIP Lender, in its sole and absolute discretion, from time to time (in consultation with the Monitor).</p>
<p>12. CONDITIONS PRECEDENT TO THE ADVANCE OF THE INITIAL DIP LOAN:</p>	<p>The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole and absolute discretion, prior to the initial DIP Loan hereunder:</p> <ul style="list-style-type: none"> (a) satisfaction of conditions of all conditions set forth under Section 10 (Effectiveness of the DIP Facility); (b) no Material Adverse Event shall have occurred; (c) there are no pending motions for leave to appeal, appeals, injunctions or other legal impediments relating to the Amended and Restated Initial Order or the DIP Facility, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of this DIP Term Sheet or DIP Credit Agreement, as applicable; (d) there shall be no liens ranking in priority to the DIP Charge except as expressly permitted by this DIP Term Sheet or DIP Credit Agreement, as applicable; (e) no creditor of the Borrower or any of its subsidiaries has taken any steps to seize, enforce or otherwise withdraw on any funds of the Borrower or such subsidiaries held in their respective bank accounts; (f) the DIP Loan Parties shall have paid all statutory liens, trust and other government claims arising after the commencement of the CCAA Proceeding (but for greater certainty, not including any such claims in existence at the time of the commencement of the CCAA Proceeding) including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute, in which case appropriate reserves have been made; (g) no order shall have been made in the CCAA Proceeding which may, in the sole and absolute discretion of the DIP Lender, be materially adverse to the interests of the DIP Lender, in its capacity as DIP Lender, or materially inconsistent with the terms of this DIP Term Sheet or DIP Credit Agreement, as applicable;

	<p>(h) the making of such DIP Loan shall not result in the aggregate amounts outstanding under the DIP Facility exceeding the amount authorized at such time by the Amended and Restated Initial Order;</p> <p>(i) delivery of the most recent Budget, with a copy to the Monitor, in form and substance acceptable to the DIP Lender in its sole discretion and the DIP Lender shall be satisfied that the amount of the requested DIP Loan is required in connection with the Budget for the respective next calendar week and that the Borrower's cash on hand (taking into account the minimum liquidity covenant) is insufficient to satisfy such Budget items;</p> <p>(j) delivery to the DIP Lender, with a copy to the Monitor, of a Drawdown Certificate, executed by an officer on behalf of the Borrower; and</p> <p>(k) the making of such DIP Loan shall not violate any applicable requirement of material law, after giving effect to the Amended and Restated Initial Order and any other order of the Court, and shall not be enjoined, temporarily, preliminarily or permanently; and</p> <p>(l) there is no material breach of any of the representations, warranties or covenants under the Purchase Agreement.</p>
<p>13. CONDITIONS PRECEDENT TO THE ADVANCE OF SUBSEQUENT DIP LOANS:</p>	<p>The following conditions precedent shall be satisfied, or waived in writing by the DIP Lender, in its sole and absolute discretion, prior to each subsequent DIP Loan hereunder, unless otherwise stated below:</p> <p>(a) delivery to the DIP Lender, with a copy to the Monitor, of a Drawdown Certificate, executed by an officer on behalf of the Borrower;</p> <p>(b) the Court shall have issued the amended and restated Initial Order in form and content satisfactory to the DIP Lender, in its reasonable discretion, (the "<u>Amended and Restated Initial Order</u>") that, among other things, authorizes and approves: (i) the advances of the DIP Facility on the terms and conditions hereof and the DIP Charge securing the Maximum Amount and the other DIP Obligations not constituting the principal amount thereof with the priority contemplated herein; (ii) the advances from the Borrower to the Swiss Subsidiary and the German Subsidiary under the Intercompany Loans pursuant to the European Facility, and (iii) the Borrower's unfettered access and use for working capital purposes of any and all funds in accordance with the Budget which may at any time be deposited into or held in the Bank Accounts (as defined below); and such Amended and Restated Initial Order shall have been</p>

	<p>obtained pursuant to notices and otherwise in a manner satisfactory to the DIP Lender, in its reasonable discretion;</p> <p>(c) the US Bankruptcy Court shall have entered an order in form and content satisfactory to the DIP Lender, in its reasonable discretion, giving full force and effect to the Amended and Restated Initial Order;</p> <p>(d) the Court shall have issued an order (the “<u>SISP Order</u>”) approving a sales and investment solicitation process relating to a Vesting Order Transaction (the “<u>SISP</u>”), which SISP Order shall be in form and substance satisfactory to the DIP Lender, acting reasonably;</p> <p>(e) solely with respect to access to the North American Facility, the SISP Order shall have approved the Purchase Agreement (a “<u>Stalking Horse Bid</u>”) and Glencore Canada Corp., as a stalking horse; and provides stalking horse protections acceptable to the DIP Lender, acting reasonably;</p> <p>(f) unless otherwise agreed to by the DIP Lender and the Purchaser, the Borrower shall be in compliance with the Milestones (as such term is defined in the SISP);</p> <p>(g) none of the Amended and Restated Initial Order, the SISP Order or any other Court Order in the CCAA Proceeding or any recognition order under Chapter 15 with respect to any of the foregoing shall have been vacated, stayed or otherwise caused to become ineffective or amended in a manner prejudicial to the DIP Lender;</p> <p>(h) no order shall have been made in the CCAA Proceeding which may, in the sole and absolute discretion of the DIP Lender, be materially adverse to the interests of the DIP Lender, in its capacity as DIP Lender, or materially inconsistent with the terms of this DIP Term Sheet or DIP Credit Agreement, as applicable;</p> <p>(i) if required by the DIP Lender, negotiation, execution and delivery of a credit agreement (the “<u>DIP Credit Agreement</u>”) and related guarantee and security documentation which, where applicable, will be in substantially the form delivered in connection with the Glencore Secured Notes (but without any concept of “Excluded Assets” and, for the avoidance of doubt, inclusive of all Real Estate Assets (as defined in the Glencore Secured Notes) (collectively, with the DIP Credit Agreement and the Amended and Restated Initial Order, the “<u>DIP Loan Documents</u>”), in each case, in form and substance satisfactory to the DIP Lender in its sole discretion;</p>
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	<p>(j) the making of such DIP Loan shall not violate any applicable requirement of material law, after giving effect to the Amended and Restated Initial Order and any other order of the Court, and shall not be enjoined, temporarily, preliminarily or permanently;</p> <p>(k) there is no Default or Event of Default under this DIP Term Sheet or the DIP Credit Agreement, as applicable, that has occurred and is continuing, nor will any such event occur as a result of the making of such DIP Loan;</p> <p>(l) each of the representations and warranties in this DIP Term Sheet or DIP Credit Agreement, as applicable, shall be true and correct in all material respects as of the date made or deemed made (unless any representation and warranty is qualified by materiality, in which case it shall be true and correct in all respects as of the date made or deemed made);</p> <p>(m) there are no pending motions for leave to appeal, appeals, or injunctions relating to the Amended and Restated Initial Order, or the SISP Order, as the case may be, any other Court Order or the DIP Facility, or pending litigation seeking to restrain, vary or prohibit the operation of all or any part of this DIP Term Sheet or DIP Credit Agreement, as applicable;</p> <p>(n) the DIP Loan Parties shall have paid all statutory liens, trust and other government claims arising after the commencement of the CCAA Proceeding (but for greater certainty, not including any such claims in existence at the time of the commencement of the CCAA Proceeding) including, without limitation, source deductions, except, in each case, for any such amounts that are not yet due and payable or which are in dispute, in which case appropriate reserves have been made;</p> <p>(o) delivery of the most recent Budget, with a copy to the Monitor, in form and substance acceptable to the DIP Lender in its sole discretion and the DIP Lender shall be satisfied that the amount of the requested DIP Loan is required in connection with the Budget for the respective next calendar week and that the Borrower's cash on hand (taking into account the minimum liquidity covenant) is insufficient to satisfy such Budget items;</p> <p>(p) the Borrower shall at all times have diligently and in good faith implemented and conducted the SISP in accordance with the SISP Order; and</p> <p>(q) there is no material breach of any of the representations, warranties or covenants under the Purchase Agreement.</p>
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<p>14. SECURITY</p>	<p>All obligations of the DIP Loan Parties under or in connection with the DIP Facility shall be secured by a Court-ordered charge (the “<u>DIP Charge</u>”) over all present and after-acquired property, assets and undertakings of the DIP Loan Parties, both real and personal (including for greater certainty and without limitation, all equity interests, intellectual property, insurance proceeds, those assets set forth on the financial statements of the DIP Loan Parties (if applicable), the Intercompany Loans and all receivables and other indebtedness, obligations or other amounts owing to the Borrower in connection with the Intercompany Loans), and all proceeds therefrom and all causes of action of the DIP Loan Parties, and, if applicable, any other local law security (collectively, the “<u>Collateral</u>”); for the avoidance of doubt, the Collateral will expressly include assets and property including Real Property Assets which previously constituted Excluded Assets pursuant to the terms of the Glencore Secured Notes. The DIP Charge shall be a priority charge which shall rank ahead of any and all liens, charges, security interests, claims and encumbrances of any kind whatsoever in and against the Collateral including, without limitation, the liens securing the Existing Secured Debt (provided that with respect to the DOE Collateral, the DIP Charge shall rank behind the DOE Security) subject only to:</p> <ul style="list-style-type: none"> (a) an administration charge (the “<u>Administration Charge</u>”) in an aggregate amount not to exceed US\$2.5 million, as of the date of the Amended and Restated Initial Order, to secure payment of the reasonable fees, expenses and disbursements of: (i) the Borrower’s Canadian and U.S. counsel; (ii) the Monitor and its Canadian and U.S. counsel; (iii) the Chief Restructuring Officer and Chief Financial Officer of the Borrower (for their monthly work fees); and (iv) the financial advisor of the Borrower. (b) a charge in favour of the directors and officers of the DIP Loan Parties (the “<u>D&O Charge</u>”) in an aggregate amount not to exceed US\$450,000 as of the date of the Amended and Restated Initial Order; and (c) a charge in favour of (i) employees that may be entitled to receive payments in the Borrower’s key employee retention plan in an aggregate amount not to exceed \$869,973.92 and US\$672,075.46, and (ii) Maplebriar Holdings Inc. for its monthly work fees in the aggregate amount not to exceed US\$150,000 (the “<u>KERP Charge</u>”) which charge shall apply only against funds that will be paid by the Borrower to the Monitor and held by the Monitor. <p>The Amended and Restated Initial Order and SISP Order, as applicable, may also include the granting of charges, ranking</p>
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	<p>subordinate in priority to the DIP Charge, the Administration Charge, the D&O Charge and the KERP Charge:</p> <ul style="list-style-type: none"> (a) in favour of (i) the CRO for its fees and expenses other than its monthly work fees, and (ii) Maplebriar Holdings Inc. for its fees and expenses other than its monthly work fees (the “<u>Transaction Fee Charge</u>”), in an aggregate amount not to exceed US\$1 million; (b) in favour of Glencore Canada Corporation for payment of the Bid Protections (as defined in the SISP Order) in an aggregate amount not to exceed US\$1.2 million (the “<u>BID Procedure Charge</u>”); and (c) in favour of the Borrower for any intercompany advances made to the other DIP Loan Parties after the issuance of the Amended and Restated Initial Order (the “<u>Intercompany Charge</u>”), provided such Intercompany Charge shall be released over all Transferred Assets (as such term is defined in the Purchase Agreement) and any assets which are owned by any Transferred Entity (as such term is defined in the Purchase Agreement) by the Approval and Vesting Order. <p>Subject to the Glencore equity and asset purchase agreement being the successful bid in the SISP, in accordance with the SISP Order, immediately prior to closing, the Borrower shall apply any cash that was saved as a result of a positive variance on any line item in the Budget against any liability giving rise to an Administration Charge or D&O Charge that otherwise would be assumed by the Buyer under the Purchase Agreement at the closing of the transactions contemplated thereby.</p>
15. MANDATORY PREPAYMENTS:	None.
16. VOLUNTARY PREPAYMENTS	The DIP Loans may be permanently prepaid, with the consent of the Monitor, without premium or penalty in full by the Borrower at any time. Amounts repaid may not be reborrowed.
17. ROLL UP OF EXISTING FACILITIES AND/OR OTHER PRE-PETITION DEBT	None.
18. INTEREST RATE:	<p>All amounts outstanding under the DIP Facility will bear interest at a rate equal to 11.3% <i>per annum</i>.</p> <p>Interest on each DIP Loan shall accrue on each advance of the DIP Loan from and after the date of advance of such DIP Loan to the Borrower to, but excluding, the date of repayment and shall be calculated and compounded on a monthly basis on the principal amount of such DIP Loan and any overdue interest</p>

	<p>remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 days.</p> <p>For the purposes of the <i>Interest Act</i> (Canada), the annual rates of interest referred to in this DIP Term Sheet or the DIP Credit Agreement, as applicable, calculated in accordance with the provisions of this DIP Term Sheet or the DIP Credit Agreement, as applicable, are equivalent to the rates so calculated multiplied by the actual number of days in a calendar year and divided by 365.</p> <p>If any provision of this DIP Term Sheet or the DIP Credit Agreement, as applicable, or any document entered into in connection therewith would obligate the Borrower to make any payment of interest or other amount payable to the DIP Lender in an amount or calculated at a rate which would be prohibited by law or would result in receipt by the DIP Lender of interest at a criminal rate (as such terms are construed under the <i>Criminal Code</i> (Canada)) then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by law or so result in receipt by the DIP Lender of interest at a criminal rate and any such amounts actually paid by the Borrower in excess of the adjusted amount shall be forthwith refunded to the Borrower.</p>
19. DEFAULT RATE:	<p>During the continuation of an Event of Default, the DIP Loans and all other outstanding DIP Obligations will bear interest at an additional 2.00% per annum, payable on demand.</p>
20. REPRESENTATIONS AND WARRANTIES:	<p>Each DIP Loan Party represents and warrants to the DIP Lender as follows (upon which the DIP Lender relies in entering into this DIP Term Sheet), provided that the following representation and warranties shall be subject to the exceptions and thresholds consistent with those set forth in the Original Senior Secured Glencore Note with respect to the corresponding representation and warranties (if there is one) (<u>provided</u>, that such exceptions and thresholds are not specific to the DIP Facility) and subject to the entry of the Amended and Restated Initial Order:</p> <p>(a) each DIP Loan Party is duly organized or incorporated and validly existing under the laws of its governing jurisdiction and is duly qualified, licensed or registered to carry on business under the laws applicable to it in all jurisdictions in which the nature of its assets or business makes such qualification necessary, except where the failure to have such qualification, license or registration would not constitute a Material Adverse Event. For the purpose of this DIP Term Sheet or DIP Credit Agreement, as applicable, “<u>Material Adverse Event</u>” means one or more events or occurrences which individually or collectively could have a material adverse</p>

	<p>effect (a “<u>Material Adverse Effect</u>”) on: (i) the operations, financial condition, business or assets of the Borrower or any of its subsidiaries, (ii) the ability of the Borrower or any of its subsidiaries to comply with their respective obligations hereunder or under any Court Order, or (iii) the interests of the DIP Lender or its ability to be fully repaid the DIP Obligations in accordance with the terms hereof;</p> <p>(b) the Borrower and each other DIP Loan Party have all requisite corporate or other power and authority to: (i) carry on its business; (ii) own property, borrow monies and enter into agreements therefor; and (iii) subject to the entry of the Amended and Restated Initial Order and SISP Order, execute and enter into this DIP Term Sheet or DIP Credit Agreement, as applicable, and observe and perform the terms and provisions thereof;</p> <p>(c) the execution and delivery of this DIP Term Sheet or DIP Credit Agreement, as applicable, by the DIP Loan Parties and the performance by each such DIP Loan Party of its obligations hereunder has been duly authorized by all necessary corporate or other action and any actions required under applicable laws;</p> <p>(d) except as has been obtained and is in full force and effect, and subject to the entry of the Amended and Restated Initial Order and SISP Order, no registration, declaration, consent, waiver or authorization of, or filing with or notice to, any governmental body is required to be obtained in connection with the performance by the DIP Loan Parties of their obligations under the DIP Facility;</p> <p>(e) this DIP Term Sheet or DIP Credit Agreement, as applicable, has been duly executed and delivered by the DIP Loan Parties and constitutes a legal, valid and binding obligation of each such DIP Loan Party, enforceable against it in accordance with its terms, subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium or creditors’ rights generally; (ii) the fact that specific performance and injunctive relief may only be given at the discretion of the courts; and (iii) the equitable or statutory powers of the courts to stay proceedings before them and to stay the execution of judgments;</p> <p>(f) the execution and delivery of this DIP Term Sheet or DIP Credit Agreement, as applicable, by the DIP Loan Parties and the performance by each such DIP Loan Party of its obligations thereunder and compliance with the terms, conditions and provisions thereof, will not conflict with</p>
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	<p>or result in a breach in any material respect of any of the terms, conditions or provisions of: (i) its organizational documents (including any shareholders' agreements) or by-laws; (ii) any applicable laws; (iii) except as stayed pursuant to the CCAA Proceeding by the terms of any Court Order, any contractual restriction binding on or affecting it or its material properties; or (iv) any material judgment, injunction, determination or award which is binding on it, in each case that would reasonably be expected to have, individually or on the aggregate, a Material Adverse Effect;</p> <p>(g) each DIP Loan Party is in compliance with all applicable laws applicable to each such DIP Loan Party, non-compliance with which would reasonably be expected to have a Material Adverse Effect;</p> <p>(h) there are no actions, suits or proceedings pending, taken or, to the Borrower's knowledge, threatened, before or by any governmental body or by any elected or appointed public official or private person in Canada or elsewhere, which would reasonably be expected to have a Material Adverse Effect and which will have not been stayed pursuant to the Amended and Restated Initial Order;</p> <p>(i) each DIP Loan Party has good and marketable title to all of the relevant Collateral held by such DIP Loan Party free from any title defects or irregularities that do not, individually or in the aggregate, materially affect the operation of the business of the DIP Loan Parties taken as a whole;</p> <p>(j) each DIP Loan Party has filed all material tax returns that are required to be filed and has in all material respects paid all taxes, interest and penalties, if any, which have become due pursuant to such returns or pursuant to any assessment received by it, except any such assessment that is being contested in good faith by proper legal proceedings. Without limiting the foregoing, all employee source deductions (including in respect of income taxes, employment insurance and Canada Pension Plan) payroll taxes and workers' compensation dues are currently paid and up to date, subject to normal course accruals;</p> <p>(k) except as specified on <u>Schedule "E"</u> hereto (or as scheduled to the DIP Credit Agreement, as applicable), there are no actions, suits or proceedings (including any tax-related matter) by or before any arbitrator or governmental authority or by any other person pending against or threatened against or affecting the DIP Loan Parties that could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect</p>
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	<p>that will not have been stayed pursuant to the Amended and Restated Initial Order;</p> <p>(l) each DIP Loan Party maintains insurance policies and coverage that: (i) is sufficient for compliance with any applicable law and all material agreements to which it is a party; and (ii) provide adequate insurance coverage in at least such amounts and against at least such risks as are usually insured against in the same general area by persons engaged in the same or similar business to the assets and operations of the DIP Loan Parties;</p> <p>(m) all factual information provided by or on behalf of the DIP Loan Parties to the DIP Lender for the purposes of or in connection with this DIP Term Sheet, the DIP Credit Agreement (if applicable) or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information is dated or certified and remains true in all material respects as of the date provided and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided. With respect to any projections, future business plans or forward looking financial statements, the Borrower is not guaranteeing in giving this representation and warranty that the actual future results will be as forecast or projected (but, for greater certainty, the DIP Lender has all of its rights hereunder in the event that such actual future results are not as forecast or projected, including, without limitation, as provided for in Section 9 herein);</p> <p>(n) as of the date hereof, except as specified on <u>Schedule "F"</u> hereto (or as scheduled to the Credit Agreement, as applicable), neither the Borrower nor any Guarantor administers any pension plans and does not have any outstanding payment obligations in respect of special payments or amortization payments, including without limitation, in respect of pension plans, payments related to post-retirement benefits, solvency deficiencies or wind-up shortfalls in relation to any pension plan; and</p> <p>(o) no action, legal proceeding or formal procedure or step has been taken for filing for or the commencement of bankruptcy, insolvency, receivership or moratorium proceedings (or comparable proceedings under applicable local insolvency laws) in respect of any of the Borrower, any Guarantor, the Swiss Subsidiary or the German Subsidiary under any insolvency laws.</p>
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<p>21. AFFIRMATIVE COVENANTS:</p>	<p>Each DIP Loan Party, as applicable, covenants and agrees to do and cause its subsidiaries to do (as applicable), the following until such time as the DIP Obligations are repaid in full:</p> <ul style="list-style-type: none"> (i) delivery of financial statements on a monthly basis within thirty (30) days after the end of such month for the first two (2) months of each fiscal quarter (which statements shall not be required to be compliant with GAAP), the Budget and the Variance Reports, delivered on a weekly basis pursuant to Section 22 and other information reasonably requested by the DIP Lender; (ii) upon request, participate in weekly calls with legal and financial advisors and relevant members of management and representatives of the Monitor; (iii) provide the DIP Lender with any material information requested by the DIP Lender, acting reasonably and subject to privilege, confidentiality and any restrictions imposed by SISP Order or any other order of the CCAA court; (iv) perform its obligations under this DIP Term Sheet or the DIP Credit Agreement, as applicable, and under any other contract or agreement with the DIP Lender or any of its affiliates as and when required and in the manner required; (v) use the proceeds of the DIP Facility only for the Permitted Uses and in accordance with the Budget; (vi) comply in all material respects with the provisions of all court orders made in connection with the CCAA Proceeding and Chapter 15 Proceeding (collectively, the “<u>Court Orders</u>” and each a “<u>Court Order</u>”); (vii) preserve, renew and keep in full force each DIP Loan Party’s corporate or other existence and all material licenses, permits, approvals, etc. required in respect of their respective business, properties, assets or any activities or operations carried out therein; (viii) maintain the insurance in existence as of the date hereof with respect to the Collateral; (ix) subject to the CCAA and the Court Orders, materially comply with all of its existing commercial arrangements with Glencore Canada and any affiliate thereof; (x) promptly notify the DIP Lender of the occurrence of any Event of Default, or of any event or circumstance
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	<p>(a “<u>Default</u>”) that may, with the passage of time or the giving of notice, constitute an Event of Default;</p> <p>(xi) promptly notify the DIP Lender of the commencement of, or receipt of notice of intention to commence, any action, suit, investigation, litigation or proceeding before any court, governmental department, board, bureau, agency or similar body affecting any DIP Loan Party;</p> <p>(xii) subject to the CCAA and the Court Orders, comply in all material respects with all applicable laws, rules and regulations applicable to its business, including, without limitation, health and safety, and environmental laws;</p> <p>(xiii) except where a stay of proceedings or Court Order otherwise applies, pay when due all statutory liens, trust and other Crown claims including employee source deductions, GST, HST, PST, employer health tax, and workplace safety and insurance premiums, but only with respect to: (i) payments that rank in priority to the DIP Charge; or (ii) payments that are otherwise authorized pursuant to the Amended and Restated Initial Order, and this DIP Term Sheet or the DIP Credit Agreement, as applicable;</p> <p>(xiv) treat as unaffected the DIP Obligations in any plan of compromise or arrangement, proposal or any other restructuring whatsoever;</p> <p>(xv) at all times be and remain subject to the CCAA Proceeding until the DIP Obligations are irrevocably and unconditionally repaid in full, with no further right to DIP Loans, unless the DIP Lender, in its sole discretion, consents to a different treatment;</p> <p>(xvi) ensure that all motion records, pleadings, application records, orders and other documents (the “<u>Court Documents</u>”) filed, sought, served, and obtained by the Borrower or in respect of which the Borrower consents or does not object, in or in connection with the Proceeding or Chapter 15 Proceeding shall be in form and substance satisfactory to the DIP Lender, acting reasonably, and provide to the DIP Lender copies of such Court Documents as soon as practicable prior to any filing or service in the Proceeding or Chapter 15 Proceeding, but in no event later than the day that is two (2) Business Days prior to the date on which the same is to be served;</p> <p>(xvii) subject to the CCAA and the Court Orders, grant the DIP Lender and its professional advisors reasonable access to the Collateral and their business, properties,</p>
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	<p>and books and records where reasonably necessary for the DIP Lender in its capacity as DIP Lender and subject to privilege, confidentiality and any restrictions imposed by SISP Order or any other order of the CCAA court;</p> <p>(xviii) unless otherwise agreed to by the DIP Lender and the purchaser and approved by the Court, conduct the SISP strictly in accordance with its terms (including Milestones and timelines) and strictly comply with the SISP Order;</p> <p>(xix) ensure that all disbursements under the Intercompany Loan to the Germany Subsidiary and the Swiss Subsidiary will be paid to Bank Accounts (as defined below) which are pledged as security under the Original Senior Secured Glencore Note; and</p> <p>(xx) within ten (10) days of the effectiveness of the DIP Facility, the relevant DIP Loan Parties will execute and deliver the Purchase Agreement.</p>
22. BUDGET REPORTING:	<p>The Borrower shall provide every Friday of a calendar week (i) an updated Budget and (ii) a Budget Variance Report (as defined below) comparing the Budget to actual results for each line item in a form to be attached to this DIP Term Sheet or the DIP Credit Agreement, as applicable, and otherwise reasonably acceptable to the DIP Lender, with management commentary on any individual line item with a positive or negative variance of 10% or more (excluding any variance attributable to working capital) as compared to the Budget (a “<u>Material Variance</u>”), and tracking of accrual of professional fees and payments and accruals under first day motions/relief.</p> <p>“<u>Budget Variance Report</u>” means a report provided by the Borrower to the DIP Lenders showing, in each case, on a line item by line item and a cumulative basis, the Actual Cash Receipts, the Actual Operating Disbursement Amounts and the Actual Professional Fee Amounts, in each case, as of the last day of the Test Period then most recently ended, noting therein (i) all variances, on a cumulative basis, from the Budgeted Cash Receipts, the Budgeted Disbursement Amounts and the Budgeted Professional Fee Amounts, for such period as set forth in the Approved Budget as in effect for such period and (ii) containing an indication as to whether each Material Variance, if any, is temporary or permanent and analysis and explanations for all Material Variances and (iii) certifying compliance or non-compliance in such Variance Testing Period with the Permitted Variances.</p>

	<p>“<u>Actual Cash Receipts</u>” means with respect to any period, the actual amount that corresponds to the line item “Total Receipts” as determined by reference to the Budget as then in effect.</p> <p>“<u>Actual Operating Disbursement Amounts</u>” means with respect to any period, the amount that corresponds to the line item “Total Cash Disbursements” in the Budget as then in effect.</p> <p>“<u>Actual Professional Fee Amounts</u>” means with respect to any period, the amount that corresponds to the line item “Total Professional Fees” in the Budget as then in effect.</p> <p>“<u>Budgeted Cash Receipts</u>” means with respect to any period, the amount that corresponds to the line item “Total Receipts” in the Budget, as then in effect.</p> <p>“<u>Budgeted Disbursement Amounts</u>” means with respect to any period, the amount that corresponds to the line item “Total Cash Disbursements” in the Budget as then in effect.</p> <p>“<u>Budgeted Professional Fee Amounts</u>” means with respect to any period, the amount that corresponds to the line item “Total Professional Fees” in the Budget as then in effect.</p>
23. VARIANCE TESTING:	<p>As of the end of each Test Period (as defined below), (i) the aggregate sum of the DIP Loan Parties’ Actual Operating Disbursement Amounts to third parties during such Test Period shall not exceed 110% of the projected Budgeted Disbursement Amounts (which shall, in each case, include capital expenditures), (ii) the aggregate sum of the DIP Loan Parties’ Actual Professional Fee Amounts to third parties during such Test Period shall not exceed 110% of the projected Budgeted Professional Fee Amounts and (iii) the aggregate sum of the DIP Loan Parties’ Actual Cash Receipts from third parties during such Term Period shall not be less than 90% of the Budgeted Cash Receipts for such Test Period as set forth in the Budget (the “<u>Permitted Variance</u>”); provided that to the extent the Actual Operating Disbursement Amounts to third parties is less than the Permitted Variance for such Test Period, the Borrower may carryforward such unused Permitted Variance capacity to any subsequent Test Periods.</p> <p>“<u>Test Period</u>” shall mean, with respect to actual cash receipts and operating cash disbursements, (x) initially, the four-week period following the Effective Date and (y) thereafter, each rolling four-week period ending two weeks after the previously ended Test Period.</p>
24. NEGATIVE COVENANTS:	<p>The Borrower covenants and agrees not to do the following or permit any subsidiary to do the following while any DIP Obligations remain outstanding, other than with the prior written consent of the DIP Lender or pursuant to an Order of the Court, provided that the following covenants shall be subject to the exceptions and thresholds set forth in the Original Senior Secured Glencore Note with respect to the corresponding negative</p>

	<p>covenant, if any (<u>provided</u>, that (x) such exceptions and thresholds are not specific to the DIP Facility and (y) the following exceptions and thresholds set forth in Sections 1(k), 1(p), 2(n), 3(b) and 4(k) in Annex A-2 of the Original Secured Glencore Note shall not be applicable):</p> <ul style="list-style-type: none"> (a) transfer, lease or otherwise dispose of all or any part of its property, assets or undertaking except in the ordinary course of their businesses or pursuant to any Intercompany Loans; (b) make any payment of principal or interest in respect of any indebtedness outstanding prior to the commencement of the CCAA Proceeding including, without limitation, the Existing Secured Debt, (collectively, the “<u>Existing Indebtedness</u>”) other than as may be expressly permitted or required herein; (c) create or permit to exist indebtedness for borrowed money other than: (i) indebtedness for borrowed money existing on the date hereof; (ii) debt contemplated by this DIP Term Sheet or the DIP Credit Agreement, as applicable; and (iii) post-filing trade credit obtained in the ordinary course of business, in accordance with the Budget; (d) permit any new liens to exist on any Collateral other than the DIP Charge, the Administration Charge, the D&O Charge, the KERP Charge, the Bid Procedure Charge and Permitted Liens (as defined in the Original Senior Secured Glencore Note (other than liens that are permitted under Section 2(n) of the Original Secured Glencore Note), or as otherwise permitted pursuant to the Court Orders; (e) either: (i) change its name, amalgamate, consolidate with or merge into, or enter into any similar transaction with any other entity; or (ii) make any changes to its organizational documents that could be materially adverse to the DIP Lender in its capacity as such; (f) other than the Intercompany Loans or as otherwise permitted herein, make any acquisitions, investments or loans to any person or guarantee the obligations of any person, other than those in existence as of the date hereof and previously disclosed to the DIP Lender in writing; (g) enter into any transaction with any affiliate or related person (<u>provided</u>, that Glencore and its affiliates shall not constitute affiliates or related persons for purposes of this clause (g)), unless such transaction is on terms that are not less favorable to the Borrower or such subsidiary, as the case may be, other than any Intercompany Loans and those that might be obtained at the time in a comparable
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	<p>arm's-length transaction from a person who is not an affiliate or related person (as reasonably determined by the Borrower in good faith);</p> <p>(h) pay any dividends, distributions or advances to shareholders of the DIP Loan Parties, or any management bonus or similar payments, except to the extent expressly provided for in the approved Budget;</p> <p>(i) engage in material line of business other than the business engaged in by the Borrower or any subsidiary on the date hereof or any line of business that is reasonably related or ancillary thereto;</p> <p>(j) change its fiscal year;</p> <p>(k) issue any equity;</p> <p>(l) take any action (or support the taking of any action by another person) that has, or may have, a material adverse impact on the rights and interests of the DIP Lender, including, without limitation, any action in furtherance of challenging the validity, enforceability or amount of the obligations owing in respect of the DIP Facility;</p> <p>(m) except in accordance with the Purchase Agreement or the SISP Order, commence, continue or seek any stakeholder or court approval for any sale, restructuring transaction or plan without the prior written consent of the DIP Lender in its sole and absolute discretion;</p> <p>(n) to the extent legally permitted, undertake to ensure and, if requested, not to consent to any, voluntary filing for the commencement of bankruptcy or receivership proceedings (or comparable proceedings under applicable local insolvency laws) by either of the Swiss Subsidiary or the German Subsidiary;</p> <p>(o) not to hold or use any bank accounts other than the bank accounts listed on a schedule attached hereto as <u>Schedule "G"</u> (or as scheduled to the DIP Credit Agreement, as applicable) (the "<u>Bank Accounts</u>") or otherwise notified to the DIP Lender in writing; and</p> <p>(p) amend, vary, novate, supplement, supersede, waive or terminate any agreements documenting the Intercompany Loans.</p>
25. FINANCIAL COVENANTS:	<p>(i) Weekly compliance with the Budget, tested on an aggregate cumulative basis, subject to the Permitted Variance and</p> <p>(ii) minimum liquidity of \$0.5 million, tested weekly), with liquidity being defined as unrestricted cash of the Borrower on a consolidated basis.</p>

<p>26. EVENTS OF DEFAULT:</p>	<p>The occurrence of any one or more of the following events, without the prior written consent of the DIP Lender, in its sole and absolute discretion, shall constitute an event of default (“<u>Event of Default</u>”):</p> <ul style="list-style-type: none"> (i) the issuance of an order terminating the CCAA Proceeding or the Chapter 15 Proceeding or lifting the stay in the CCAA Proceeding or the Chapter 15 Proceeding to permit the enforcement of any security against the DIP Loan Parties, or any of the Collateral, or the appointment of a receiver and manager, receiver, interim receiver or similar official or the making of a bankruptcy order against the DIP Loan Parties, the Swiss Subsidiary, any DIP Loan Party, or any of the Collateral, or the termination or expiry (without further extension) of the stay of proceedings provided in the CCAA Proceeding or the Chapter 15 Proceeding in any respect; (ii) the issuance of an order granting a lien of equal or superior status to that of the DIP Charge, other than the Administration Charge, the D&O Charge and the KERP Charge; (iii) the issuance of any Court Order in the CCAA Proceedings or Chapter 15 Proceedings: (i) staying, reversing, vacating or otherwise modifying the DIP Charge, the Amended and Restated Initial Order, or the SISP Order (and in each case including any Chapter 15 recognition order with respect thereto), as the case may be, in a manner that adversely impacts or could reasonably be expected to adversely impact the rights and interests of the DIP Lender; (ii) that is materially inconsistent with the terms of this Term Sheet, or (iii) that adversely impacts or could reasonably be expected to adversely impact the rights and interests of the DIP Lender in connection with the Collateral or under this DIP Term Sheet or the DIP Credit Agreement, as applicable, or the Amended and Restated Initial Order or the SISP Order (and in each case including any Chapter 15 recognition order with respect thereto), as the case may be, as determined by the DIP Lender, in its sole and absolute discretion; (iv) failure of any DIP Loan Party to pay any principal, interest fees or any other amounts, in each case when due and owing under this DIP Term Sheet or the DIP Credit Agreement, as applicable;
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	<p>(v) any adverse deviation of more than the Permitted Variance from the amount set forth under the Budget for any Budget Period;</p> <p>(vi) any representation or warranty made by any DIP Loan Party herein or in any Drawdown Certificate delivered by such DIP Loan Party to the DIP Lender shall be incorrect or misleading in any material respect as of the date made or deemed made and, solely to the extent such misrepresentation is capable of being cured, such incorrect representation and warranty continues unremedied for a period of five (5) Business Days;</p> <p>(vii) a court order is made (whether in the CCAA Proceeding, the Chapter 15 Proceedings or otherwise), the US Bankruptcy Court refuses to recognize any order in the CCAA Proceeding, a liability arises or an event occurs, including any change in the business, assets, or conditions, financial or otherwise, of the DIP Loan Parties, that, in each case, has or that could reasonably be expected to have a Material Adverse Effect;</p> <p>(viii) any material breach of any Court Order upon receipt by the Borrower or a Guarantor of notice from the DIP Lender of such breach by the Borrower or a Guarantor;</p> <p>(ix) failure of any DIP Loan Party to perform or comply in any material respect with any negative covenant or financial covenant in this DIP Term Sheet;</p> <p>(x) failure of any DIP Loan Party to perform or comply with any other term or covenant under this DIP Term Sheet or the DIP Credit Agreement, as applicable, and such default shall continue unremedied for a period of five (5) Business Days after the earlier of (i) delivery of notice given by the DIP Lender to the Borrower, or (ii) the Borrower's knowledge of such failure to perform or comply;</p> <p>(xi) any change of control of any DIP Loan Party, except in accordance with the Purchase Agreement;</p> <p>(xii) the seeking of, or support by, any DIP Loan Party, or the issuance of, any court order (in the CCAA Proceeding, the Chapter 15 Proceedings or otherwise) that is, in the sole and absolute discretion of the DIP Lender, adverse to the interests of the DIP Lender or otherwise not in form and substance satisfactory to the DIP Lender, acting reasonably;</p> <p>(xiii) any of the Sellers (as defined in the Purchase Agreement) rescinds or purports to rescind (in</p>
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	<p>writing) or repudiates or purports to repudiate (in writing) the Purchase Agreement, the Purchase Agreement, or any Collateral;</p> <p>(xiv) any of the Sellers (as defined in the Purchase Agreement) has breached any of the representations, warranties or covenants under the Purchase Agreement;</p> <p>(xv) the Swiss Subsidiary or the German Subsidiary suspends or ceases to carry on all or a material portion of its business;</p> <p>(xvi) any of the Borrower, any Guarantor, the Swiss Subsidiary or the German Subsidiary is overindebted or is declared unable to pay its debts under applicable law or admits its inability or fails generally to pay its debts as they become due (taking into account any drawings under the DIP Loan or the Intercompany Loans, as applicable); or</p> <p>(xvii) (A) any action, legal proceeding or formal procedure or step is taken for the commencement of bankruptcy, insolvency, receivership or moratorium proceedings (or comparable proceedings under applicable local insolvency laws) in respect of any of the Borrower, any Guarantor, the Swiss Subsidiary or the German Subsidiary under any insolvency laws, or (B) the Swiss Subsidiary is compelled under any applicable law to apply for the commencement of such proceedings as a result of it being over-indebted (überschuldet) or illiquid (zahlungsunfähig).</p>
27. [RESERVED]	
28. INDEMNITY:	<p>The DIP Loan Parties, jointly and severally, indemnify and hold harmless the DIP Lender and each of its respective affiliates, officers, directors, fiduciaries, employees, agents, advisors, attorneys and representatives from and against all losses, claims, liabilities, damages, and expenses (limited in the case of professional fees to the actual, reasonable and documented out-of-pocket fees and disbursements of counsel) in connection with any investigation or proceeding, or the preparation of any defense in respect thereof, litigation arising out of or relating to the DIP Facility or the transactions contemplated in this DIP Term Sheet, including the Intercompany Loans, or the DIP Credit Agreement, as applicable, or the Glencore Notes.</p> <p>The foregoing indemnities and the indemnities granted under this DIP Term Sheet or the DIP Credit Agreement, as applicable, shall survive any termination of the DIP Facility.</p>

<p>29. REMEDIES:</p>	<p>Upon the occurrence and during the continuance of an Event of Default, and subject to the Court Orders, whether or not there is availability under the DIP Facility, (a) without any notice to the Borrower, the Borrower shall have no right to receive any additional DIP Loans or other accommodation of credit from the DIP Lender except in the sole and absolute discretion of the DIP Lender; and (b) the DIP Lender may immediately terminate the DIP Facility and demand immediate payment of all DIP Obligations (other than contingent indemnification obligations) by providing such a notice and demand to the Borrower, with a copy to the Monitor. With not less than five (5) Business Days' notice to the Borrower after the occurrence and during the continuance of an Event of Default, the DIP Lender shall have the right to enforce the DIP Charge and to exercise all other rights and remedies in respect of the DIP Obligations and the DIP Charge and, if applicable, the Intercompany Loan Security Assignments and other local law security, including the right to realize on all Collateral and to apply to the Court for the appointment of a Court-appointed receiver (subject to the application of a portion of the proceeds of realization to Administration Charge, as applicable) and the right to enforce the Intercompany Loans and the Intercompany Loan Security Assignment Agreements and to exercise all rights and remedies thereunder against the Swiss Subsidiary and the German Subsidiary consistent therewith. No failure or delay by the DIP Lender in exercising any of its rights hereunder or at law shall be deemed a waiver of any kind, and the DIP Lender shall be entitled to exercise such rights in accordance with the DIP Credit Agreement at any time. No further Intercompany Loans shall be made by the Borrower after the occurrence of an Event of Default, unless such Event of Default is cured or waived in writing by the DIP Lender, or the DIP Lender otherwise agrees in writing.</p>
<p>30. COSTS AND EXPENSES; LEGAL FEES:</p>	<p>Each party shall be responsible for their own costs and expenses (including legal fees), <u>provided, however</u>, that the Borrower shall be responsible for the out-of-pocket legal fees, costs and expenses incurred by the DIP Lender in connection with the enforcement of the DIP Facility.</p>
<p>31. DIP LENDER APPROVALS:</p>	<p>Any consent, approval, instruction or other expression of the DIP Lender to be delivered in writing may be delivered by any written instrument, including by way of email, by the DIP Lender (including by its counsel) pursuant to the terms hereof.</p>
<p>32. TAXES:</p>	<p>All payments by the DIP Loan Parties under the DIP Credit Agreement to the DIP Lender, shall be made free and clear of, and without reduction for or on account of, any taxes.</p> <p>Subject to the Glencore equity and asset purchase agreement being the successful bid in the SISP, in accordance with the SISP Order, the DIP Lender agrees to supply additional cash necessary</p>

	to pay any applicable withholding taxes in respect of the interest paid on the DIP Loans.
33. FURTHER ASSURANCES:	The Borrower and each DIP Guarantor shall, at its sole cost and expense, from time to time do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, documents and things as the DIP Lender may reasonably request for the purpose of giving effect to the provisions of the DIP Credit Agreement. Without limiting the foregoing, the Borrower and each DIP Guarantor agrees that if so requested by the DIP Lender, acting reasonably, it shall promptly execute and deliver to the DIP Lender any general security agreement, real property security, intellectual property security, security over the Intercompany Loans, or other security documents securing its obligations to the DIP Lender hereunder in forms reasonable and customary for debtor in possession financings, provided however that the execution of any such security document shall not be a condition precedent to funding the Maximum Amount or DIP Loans.
34. ENTIRE AGREEMENT:	This DIP Term Sheet (until the effectiveness of the DIP Credit Agreement, if applicable) constitutes the entire agreement between the parties relating to the subject matter hereof.
35. AMENDMENTS, WAIVERS, ETC.:	No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this DIP Term Sheet. Any amendment to the terms of this DIP Term Sheet shall be made in writing and signed by the parties hereto.
36. ASSIGNMENT:	<p>The DIP Lender may assign this DIP Term Sheet or the DIP Credit Agreement, as applicable, and its rights and obligations hereunder, in whole or in part, to an affiliate, in its sole and absolute discretion</p> <p>Neither this DIP Term Sheet nor any right and obligation hereunder may be assigned by the Borrower or any DIP Guarantor.</p>
37. SEVERABILITY:	Any provision that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
38. COUNTERPARTS AND SIGNATURES:	This DIP Term Sheet may be executed in any number of counterparts and by electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same

	instrument. Any party may execute this DIP Term Sheet by signing any counterpart of it.
39. NOTICES:	<p>Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:</p> <p><u>(a) In the case of the DIP Loan Parties:</u></p> <p>Li-Cycle Holdings Corp. 66 Wellington St W Suite 53000 Toronto, ON M5K 1E6</p> <p>Attention: Bill Aziz Email: baziz@bluetreadvisors.com</p> <p><u>With a copy to:</u></p> <p>Freshfields Bruckhaus Deringer LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007</p> <p>Attention: Andrea M. Basham, Madlyn Primoff and Allison Liff Andrea.Basham@Freshfields.com, Madlyn.Primoff@Freshfields.com and Allison.Liff@Freshfields.com</p> <p>And</p> <p>McCarthy Tétrault LLP 66 Wellington St W Suite 5300 Toronto, ON M5K 1E6</p> <p>Attention: Robert Hansen, Fraser Bourne Email: rhansen@mccarthy.ca, fbourne@mccarthy.ca</p> <p>And with a copy to the Monitor:</p> <p>Alvarez & Marsal Canada Inc. Royal Bank Plaza, South Tower 200 Bay Street, Suite 3501 Toronto, ON M5J 2J1</p> <p>Attention: Melanie MacKenzie & Joshua Nevsky Email: mmackenzie@alvarezandmarsal.com; jnevsky@alvarezandmarsal.com</p> <p>And with a copy to the Monitor's Counsel:</p> <p>Osler, Hoskin & Harcourt LLP First Canadian Place</p>


	<p>100 King St. W Suite 6200 Toronto, ON M5X 1 B8</p> <p>Attention: Michael De Lellis & Martino Calvaruso Email: mdelellis@osler.com; mcalvaruso@osler.com</p> <p><u>(b) In the case of the DIP Lender:</u></p> <p>Glencore International AG Baarermattstrasse 3 P.O. Box 6341 Baar Switzerland</p> <p>Attention: General counsel Email: general.counsel@glencore.com</p> <p>Weil, Gotshal & Manges LLP 767 5th Avenue New York, NY 010153</p> <p>Attention: David Avery-Gee; Matt Barr, Justin D. Lee, Mariel Cruz, Chase Bentley and Brendan Conley Email: David.Avery-Gee@weil.com; Matt.Barr@weil.com; Justin.d.Lee@weil.com; Mariel.Cruz@weil.com; Chase.Bentley@weil.com and Brendan.Conley@weil.com</p> <p>and</p> <p>Torys LLP 79 Wellington Street East Suite 3000 Toronto, ON M5K 1N2</p> <p>Attention: Scott Bomhof Email: sbomhof@torys.com</p> <p>Any such notice shall be deemed to be given and received, when received, unless received after 5:00 EST or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.</p>
40. GOVERNING LAW:	Governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
41. CURRENT AND JUDGMENT CURRENCY:	<p>Unless otherwise specified herein, all dollar amounts are in the lawful currency of the United States of America. The Borrower shall pay to the DIP Lender all payments on account of principal and interest hereunder in lawful money of the United States of America.</p> <p>If in the recovery by the DIP Lender of any amount owing by the DIP Loan Parties hereunder in any currency, judgment can only be obtained in another currency and because of changes in the</p>

	exchange rate of such currencies between the date of judgment and payment in full of the amount of such judgment, the amount received by the DIP Lender is less than the recovery provided for under the judgment, the DIP Loan Parties shall immediately pay any such shortfall to the DIP Lender and such shortfall can be claimed by the DIP Lender against the DIP Loan Parties as an alternative or additional cause of action.
42. COUNSEL TO THE DIP LENDER:	Weil, Gotshal & Manges LLP and Torys LLP

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as at the date first above mentioned.

BORROWER

LI-CYCLE HOLDINGS CORP., as
Borrower


By: 

Name: Ajay Kochhar
Title: President and CEO

By: _____
Name:
Title:

GUARANTOR

LI-CYCLE CORP., as Guarantor

By: 

Name: Ajay Kochhar
Title: President and CEO

By: _____
Name:
Title:

GUARANTOR

LI-CYCLE AMERICAS CORP., as
Guarantor

By: 

Name: Ajay Kochhar

Title: President and CEO

By: _____

Name:

Title:

GUARANTOR

LI-CYCLE U.S. INC., as Guarantor

By: 

Name: Ajay Kochhar

Title: President and CEO

By: _____

Name:

Title:

GUARANTOR

LI-CYCLE INC., as Guarantor

By: 

Name: Ajay Kochhar

Title: President and CEO

By: _____

Name:

Title:

GUARANTOR

**LI-CYCLE NORTH AMERICA HUB,
INC., as Guarantor**

By: 

Name: Ajay Kochhar

Title: President and CEO

By: _____

Name:

Title:

DIP LENDER

GLENCORE INTERNATIONAL AG,
as DIP Lender

By: _____

Name: Adam Luckie

Title: Authorised Signatory

SCHEDULE "A"
FORM OF INTERCOMPANY LOAN

See attached.

[FORM OF]

DIP PROCEEDS INTERCOMPANY LOAN AGREEMENT

between

LI-CYCLE HOLDINGS CORP.

(as Lender)

and

LI-CYCLE GERMANY GMBH

(as Borrower)

This **DIP LOAN PROCEEDS INTERCOMPANY LOAN AGREEMENT** (the "**Agreement**") is made on May [●], 2025 between:

- (1) **LI-CYCLE HOLDINGS CORP.**, a business corporation existing under the laws of the Province of Ontario, Canada, with its registered office at 66 Wellington Street West, Suite 5300, Toronto, Ontario M5K 1E6, Canada, registered with the Ontario Business Registry under number 5051214 (the "**Lender**"); and
- (2) **LI-CYCLE GERMANY GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) incorporated and existing under the laws of Germany, with its business address at Lange Göhren 4, 39171 Sülzetal OT Osterweddingen, Germany and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Stendal under registration number HRB 32081 (the "**Borrower**").

The Lender and the Borrower are hereinafter referred to as the "**Parties**" and each a "**Party**".

PREAMBLE

- (1) Pursuant to the "Summary of Terms and Conditions for Debtor-in-Possession Financing" dated May 14, 2025, entered into between Glencore International AG (the "**DIP Lender**"), as lender, and the Lender, as borrower (the "**DIP Term Sheet**"), or (ii) if executed and delivered by the Lender at the request of the DIP Lender, a long-form debtor-in-possession credit agreement entered into between the DIP Lender, as lender, and the Lender, as borrower (the "**DIP Credit Agreement**"), the DIP Lender has agreed to provide debtor-in-possession financing to the Lender for the purpose of funding certain limited obligations of the Lender in connection with its proceedings under the *Companies' Creditors Arrangement Act* (Canada) (such financing, the "**DIP Facility**").
- (2) It is intended that certain portions of the proceeds of the DIP Facility will be loaned from the Lender to the Borrower to fund the Borrower's short-term liquidity needs, in accordance with the applicable Budget (as defined in the DIP Financing Agreement (as defined below)).
- (3) The Parties enter into this Agreement in order to document the on-lending of the relevant proceeds of the DIP Facility by the Lender to the Borrower.

The Parties agree the following:

1. DEFINED TERMS AND INTERPRETATIONS

1.1 Capitalized terms used but not defined herein shall have the meaning given to such terms in the DIP Financing Agreement.

1.2 In this Agreement:

"Business Day" means a day on which banks are open for general business in Toronto, Ontario, Canada and Baar, Switzerland.

"DIP Financing Agreement" means the DIP Term Sheet or, in the case of the execution of the DIP Credit Agreement, the DIP Credit Agreement.

"DIP Financing Interest" means the interest payable from time to time by the Lender on any DIP Loan drawn by the Lender under the DIP Financing Agreement and used for funding the liquidity needs of the Borrower in accordance with the Budget.

"DIP Loan" means any loan or advance that was made to the Lender by the DIP Lender under the DIP Financing Agreement.

"Maturity Date" has the meaning assigned to it in the DIP Financing Agreement.

"DIP Event of Default" means any event constituting an "Event of Default" under the DIP Financing Agreement.

1.3 A reference to any person in this Agreement includes such person's successors, transferees and assignees.

2. THE LOAN AND ITS PURPOSE

2.1 The Lender agrees to make available to the Borrower a loan in one or more instalments up to a total maximum amount of US\$1,500,000 (the **"Loan Facility"**). The Loan Facility may be made available by the Lender to the Borrower in multiple drawings in an aggregate amount not to exceed the Loan Facility on the dates set forth in the DIP Financing Agreement in each case in accordance with the Budget and on the terms and conditions contained in the DIP Financing Agreement. The loan advances made available by the Lender to the Borrower under the Loan Facility are hereinafter referred to as the **"Loans"** and each a **"Loan"**.

- 2.2 The proceeds of the Loan shall be applied by the Borrower solely in accordance with the Budget (subject to Permitted Variances) or as may otherwise be agreed to in writing by the DIP Lender, in its sole and absolute discretion, from time to time.
- 2.3 The Borrower will request utilization of the Loan Facility by delivery of a utilisation request to the Lender and the DIP Lender in writing (a "**Utilisation Request**"). Each Utilisation Request shall be substantially in the form set out in the Annex and contain (i) the proposed utilisation date (the "**Loan Utilisation Date**"), (ii) the principal amount of the Loan to be utilised (the "**Loan Principal Amount**"), (iii) a certification that the proceeds will be used in accordance with the relevant approved Budget and (iv) the proposed repayment date of the Loan to be utilised (the "**Loan Repayment Date**"). Upon acceptance of the relevant Utilization Request by the DIP Lender, the Lender or DIP Lender (on behalf of the Lender) will make the respective Loan available to the Borrower on the terms and conditions set out in the respective Utilisation Request and this Agreement.
- 2.4 If the Loan Utilisation Date is after the date on which the Lender receives funds under the DIP Financing Agreement, the funding of any Utilisation Request shall be subject to the following:
- (a) no DIP Event of Default shall have occurred and be continuing;
 - (b) all conditions precedent for the Lender (in its capacity as a borrower under the DIP Financing Agreement) to obtain a DIP Loan shall have been satisfied by the Lender or waived by the DIP Lender (in its capacity as the lender under the DIP Financing Agreement); and
 - (c) the Lender shall have cash on hand from the proceeds of such DIP Loans in an amount not less than the aggregate principal amount of requested Loans.
- 2.5 The Loan Facility will be available from the Effective Date until five (5) Business Days prior to the Maturity Date. During this period, subject to the terms and conditions of the DIP Financing Agreement, the Borrower may utilize the Loan Facility from time to time up to, but in aggregate amount not exceeding, the total amount of the Loan Facility. Each Utilisation Request shall be delivered at least five (5) Business Days prior to the respective Loan Utilisation Date. The latest possible Loan Repayment Date shall be the Maturity Date.
- 2.6 The relevant Loan Principal Amount shall not exceed the amount required by the Borrower as set out in the applicable Budget delivered by the Lender to the DIP Lender in accordance with the DIP Financing Agreement. Unless the relevant Loan Principal Amount is equal to the amount of the corresponding availability under the Loan Facility, the Loan Principal Amount shall be equal to or an integral multiple of amounts to be agreed under the DIP Financing Agreement.
- 2.7 Each Loan shall be disbursed to the Borrower's bank account with IBAN [DE32 5022 0085 3460 6000 16]. The Loans may be disbursed by the DIP Lender making direct payments (on behalf of the Lender)

to the Borrower, if and to the extent that, pursuant to the terms of the DIP Financing Agreement, such direct payment to the Borrower is deemed a utilization of the DIP Facility in the corresponding amount by the Lender under the DIP Financing Agreement.

3. GENERAL LOAN TERMS

Unless otherwise provided in this Agreement, the terms and conditions in relation to the Loans shall mirror, to the extent applicable and possible, the terms and conditions of the DIP Financing Agreement, whereas the Lender shall be regarded as "DIP Lender" and the Borrower shall be regarded as the "Borrower" under the DIP Financing Agreement. To the extent possible, the Loan shall be treated in all respects as conduit loan from the DIP Lender through the Lender to the Borrower.

4. INTEREST

4.1 All amounts outstanding under the Loan Facility shall bear interest at a rate equal to 11.3% *per annum*, which interest shall be paid solely in kind by capitalizing the amount thereof to principal on each one-month anniversary of the date of the Effective Date (the "**Interest**").

4.2 During the continuation of a DIP Event of Default, the Loans will bear interest at an additional 2.00% *per annum*, which shall be payable on demand.

4.3 The Interest on each Loan shall accrue on each advance of the Loans from and after the date of advance of such Loan to the Borrower to, but excluding, the date of repayment and shall be calculated and compounded on a monthly basis on the principal amount of such Loan and any overdue interest remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 days.

5. SCHEDULED REPAYMENT

The Borrower will repay each Loan together with all unpaid Interest accrued thereon on the Maturity Date in accordance with the DIP Financing Agreement.

6. PREPAYMENT

6.1 The Borrower may terminate this Agreement and voluntarily prepay the outstanding amounts of the Loans in whole or in part, together with any Interest accrued thereon, at any time subject to a notice period of five (5) Business Days (or such shorter period as the Borrower and the Lender may agree) without premium or penalty, provided that the Parties are not prohibited from proceeding with such termination and prepayment under the DIP Financing Agreement.

6.2 Prepaid Loans or portions thereof may not be re-borrowed.

7. REMEDIES

- 7.1** Upon the occurrence and during the continuance of a DIP Event of Default (and provided the DIP Event of Default is not cured or waived in accordance with the terms of the DIP Financing Agreement), the Lender shall be entitled to terminate this Agreement with immediate effect and declare each of the Loans then outstanding to be immediately due and payable in whole or in part.
- 7.2** Upon the occurrence and during the continuance of a DIP Event of Default (and provided the DIP Event of Default is not cured or waived in accordance with the terms of the DIP Financing Agreement), the Lender (on behalf of the DIP Lender) shall be entitled to enforce any security granted to the DIP Lender by the Borrower and to exercise all rights and remedies in respect of such security; provided that, for the avoidance of doubt, this Section 7.2 shall not limit any of the rights and remedies of the DIP Lender under the DIP Financing Agreement upon the occurrence and during the continuance of a DIP Event of Default.
- 7.3** After (i) the occurrence and during the continuance of a DIP Event of Default and the termination of the DIP Facility by the DIP Lender in accordance with the DIP Financing Agreement, and (ii) the Court having issued an order authorizing the DIP Lender to do so (such order sought by the DIP Lender on not less than three (3) Business Days' notice to the Lender after the occurrence and during the continuance of a DIP Event of Default), the DIP Lender shall have the right to instruct the Lender to, and the Lender acting at the direction of the DIP Lender shall, pursue all remedies against the Borrower that are available to the Lender as a lender in connection with the Loans and this Agreement and applicable law.
- 7.4** No failure or delay by the Lender or the DIP Lender in exercising any of its rights hereunder or at law shall be deemed a waiver of any kind, and the Lender or the DIP Lender, as applicable, shall be entitled to exercise such rights in accordance with this Agreement or the DIP Credit Agreement, as applicable, at any time.

8. PAYMENTS

- 8.1** All payments made by the Borrower hereunder shall be made in US dollars without set-off or counterclaim and free and clear of and without deductions of, or withholding of any taxes or any charges whatsoever present or future. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall promptly notify the Lender and forthwith pay to the Lender such additional amount necessary to ensure that the Lender receives and retains (free from any liability relating to deduction or withholding) a net amount which, after deduction or withholding, is equal to the full amount which the Lender would have received, had no such deduction or withholding been made.
- 8.2** In the event of the Lender receiving payments or being credited with amounts in a currency other than the currency in which the payment is owed by the Borrower (be it in cash, as a remittance or by utilizing cash deposits or the like), the Lender will credit the Borrower with the amount of such currency, which it may

obtain by exchanging such currency at the spot rate of exchange in the foreign exchange market at the relevant date.

8.3 In case of doubt, the Lender is authorised to apply any payment received from the Borrower, in its discretion, in or towards satisfaction of any sum due and owed to the Lender hereunder.

8.4 If any payment falls due hereunder on a day, which is not a Business Day, the Borrower shall effect payment on the next Business Day in the same month (if there is one) or the preceding Business Day (if there is not).

9. QUALIFIED SUBORDINATION

9.1 All present and future claims of the Lender under the Loan Agreement, including but not limited to repayment and interest ("**Subordinated Claims**"), shall, in accordance with section 39 para. 2 German Insolvency Code (*Insolvenzordnung*, "InsO"), be subordinated to present and future claims of other creditors of the Borrower pursuant to section 39 para. 1 nos. 1 to 5 InsO, however ranking before the capital restitution claims (*Kapitalrückgewähransprüche*) of the Borrower's shareholders (section 199 sentence 2 InsO).

9.2 The Lender undertakes vis-à-vis the Borrower not to assert and enforce Subordinated Claims insofar as and as long as payment on the Subordinated Claims would result in or intensify grounds for opening of insolvency proceedings pursuant section 17 or section 19 InsO.

9.3 Irrespective of whether insolvency proceedings have been initiated, payments on the Subordinated Claims can only be made from freely available assets (*ungebundenes Vermögen*), i.e. from current and/or future (i) annual net incomes (*Jahresüberschüsse*), (ii) balance sheet profits (*Bilanzgewinne*), (iii) a liquidation surplus (*Liquidationsüberschüsse*) and/or (iv) any other assets which exceed the liabilities of the Borrower (*sonstiges freies Vermögen*).

9.4 The effectiveness of this Subordination Agreement shall not be affected by any change in the legal form or ownership of the Borrower. This Subordination Agreement can and may only be terminated (kündigen), cancelled (aufheben) or restricted (beschränken) by the Lender and the Borrower outside of a crisis of the Borrower, i.e. if and to the extent such termination, cancellation or restriction does not cause nor threaten to cause an over-indebtedness (section 19 InsO) or illiquidity (section 17 InsO) of the Borrower.

9.5 This subordination agreement shall not constitute a waiver of the Subordinated Claims by the Lender, in particular shall the claims under the Loan Agreement accrue interest also in a period in which the Borrower is not obligated to repay the Subordinated Claims due to the subordination agreement.

10. RELATIONSHIP TO DIP FINANCING AGREEMENT; ORDER OF PRECEDENCE

Notwithstanding the provisions of this Agreement, the Lender and the Borrower agree that:

- (a) each of their rights and obligations under this Agreement are, at all times, subject to the terms of the DIP Financing Agreement;
- (b) in the event of any conflict between the terms of this Agreement and the terms of the DIP Financing Agreement, the terms of the DIP Financing Agreement shall control and take precedence over the terms of this Agreement;
- (c) no payment of interest or other distribution in relation to the Loans nor any repayment or prepayment of any principal amount or any other payment in relation to the Loans shall be made if it would constitute a breach of the terms of the DIP Financing Agreement; and
- (d) to the extent of any conflict or inconsistency between this Agreement and the DIP Order, the DIP Order shall govern.

11. MISCELLANEOUS PROVISIONS

- 11.1** Other than as collateral security for the DIP Facility, the rights and obligations of the Lender in relation to the Loan may be assigned and/or transferred (whether in whole or in part) to third parties only with the prior consent of the DIP Lender.
- 11.2** No failure to exercise or delay in exercising on the part of the Lender, any right, remedy or power hereunder shall operate as a waiver nor shall any single or partial exercise preclude further or other exercise of any right, remedy or power.
- 11.3** Any amendments to this Agreement (including amendments to this Section 10.3) shall be valid only if made in writing, unless mandatory law requires another form.
- 11.4** Any notice, request or other communication to be made hereunder to any of the Parties shall be made in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

- (a) In the case of the Lender:

Li-Cycle Holdings Corp.
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6
Attention: Bill Aziz
Email: baziz@bluetreeadvisors.com

With a copy to:

Freshfields Bruckhaus Deringer LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007

Attention: Andrea M. Basham, Madlyn Primoff and Allison Liff
Email: Andrea.Basham@Freshfields.com, Madlyn.Primoff@Freshfields.com,
Allison.Liff@Freshfields.com

And

McCarthy Tétrault LLP
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6

Attention: Robert Hansen, Fraser Bourne
Email: rhansen@mccarthy.ca, fbourne@mccarthy.ca

(b) In the case of the Borrower:

Li-Cycle Germany GMBH
Lange Göhren 4, 39171 Sülzetal OT Osterweddingen, Germany
Attention: Bill Aziz
Email: baziz@bluetreadvisors.com

With a copy to:

Freshfields Bruckhaus Deringer LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007

Attention: Andrea M. Basham, Madlyn Primoff and Allison Liff
Email: Andrea.Basham@Freshfields.com, Madlyn.Primoff@Freshfields.com,
Allison.Liff@Freshfields.com

And

McCarthy Tétrault LLP
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6

Attention: Robert Hansen, Fraser Bourne
Email: rhansen@mccarthy.ca, fbourne@mccarthy.ca

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 EST or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any action or proceeding arising out of or based upon or relating to this Agreement, or the transactions contemplated hereby or thereby may be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the non-exclusive

jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein or in any security document or agreement granted in connection with this shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any agreement or document pursuant to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

13. COUNTERPARTS

This Agreement may be executed in any number of copies which taken together shall constitute the same Agreement.

14. PARTIAL INVALIDITY

If any provision of this Agreement should be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision or agreement that best meets the intended purpose of the provision required to be replaced. The same shall apply in the event that this Agreement does not contain a provision that it needs to contain in order to achieve the intended economic purpose as expressed herein.

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Annex
Utilization Request

From: **LI-CYCLE GERMANY GMBH**
(the "**Borrower**")

To: **LI-CYCLE HOLDINGS CORP.**
(the "**Lender**")

With copy to : Kristave AG

Dated: [], 2025

1. We refer to the loan agreement (the "**Loan Agreement**") between ourselves as Borrower and you as Lender dated May [●], 2025 whereby a loan facility has been made available.
2. We wish to borrow a Loan on the following terms:

Loan Utilization Date: [●]

Loan Principal Amount: [●]

Loan Repayment Date: [●]
3. The proceeds of this Loan should be credited to the bank account of the Borrower with [IBAN DE32 5022 0085 3460 6000 16] and applied solely in accordance with the relevant approved Budget in accordance with the terms and conditions of the DIP Facility.

Yours faithfully,

[●]

SIGNATORIES

LI-CYCLE HOLDINGS CORP.

as Lender

By: _____

Name: Ajay Kochhar

Title: Chief Executive Officer

By: _____

Name: Bill Aziz

Title: Chief Restructuring Officer

LI-CYCLE GERMANY GMBH

as Borrower

By: _____

Name: Elewout Depicker

Title: Managing Director

By: _____

Name: Frank Pommerenke

Title: Managing Director

[FORM OF]

DIP PROCEEDS INTERCOMPANY LOAN AGREEMENT

between

LI-CYCLE HOLDINGS CORP.

(as Lender)

and

LI-CYCLE EUROPE AG

(as Borrower)

This **DIP LOAN PROCEEDS INTERCOMPANY LOAN AGREEMENT** (the "**Agreement**") is made on May [●], 2025 between:

- (1) **LI-CYCLE HOLDINGS CORP.**, a business corporation existing under the laws of the Province of Ontario, Canada, with its registered office at 66 Wellington Street West, Suite 5300, Toronto, Ontario M5K 1E6, Canada, registered with the Ontario Business Registry under number 5051214 (the "**Lender**"); and
- (2) **LI-CYCLE EUROPE AG**, a stock corporation (*Aktiengesellschaft*) established under the laws of Switzerland with its corporate seat in Baar, Switzerland and its business address at Neuhofstrasse 8, 6340 Baar, Switzerland and registered in the commercial register of the canton of Zug, Switzerland under company registration number CHE-276.781.098 (the "**Borrower**").

The Lender and the Borrower are hereinafter referred to as the "**Parties**" and each a "**Party**".

PREAMBLE

- (1) Pursuant to the "Summary of Terms and Conditions for Debtor-in-Possession Financing" dated May 14, 2025, entered into between Glencore International AG (the "**DIP Lender**"), as lender, and the Lender, as borrower (the "**DIP Term Sheet**"), or (ii) if executed and delivered by the Lender at the request of the DIP Lender, a long-form debtor-in-possession credit agreement entered into between the DIP Lender, as lender, and the Lender, as borrower (the "**DIP Credit Agreement**"), the DIP Lender has agreed to provide debtor-in-possession financing to the Lender for the purpose of funding certain limited obligations of the Lender in connection with its proceedings under the *Companies' Creditors Arrangement Act* (Canada) (such financing, the "**DIP Facility**").
- (2) It is intended that certain portions of the proceeds of the DIP Facility will be loaned from the Lender to the Borrower to fund the Borrower's short-term liquidity needs, in accordance with the applicable Budget (as defined in the DIP Financing Agreement (as defined below)).
- (3) The Parties enter into this Agreement in order to document the on-lending of the relevant proceeds of the DIP Facility by the Lender to the Borrower.

The Parties agree the following:

1. DEFINED TERMS AND INTERPRETATIONS

1.1 Capitalized terms used but not defined herein shall have the meaning given to such terms in the DIP Financing Agreement.

1.2 In this Agreement:

"Business Day" means a day on which banks are open for general business in Toronto, Ontario, Canada and Baar, Switzerland.

"DIP Financing Agreement" means the DIP Term Sheet or, in the case of the execution of the DIP Credit Agreement, the DIP Credit Agreement.

"DIP Financing Interest" means the interest payable from time to time by the Lender on any DIP Loan drawn by the Lender under the DIP Financing Agreement and used for funding the liquidity needs of the Borrower in accordance with the Budget.

"DIP Loan" means any loan or advance that was made to the Lender by the DIP Lender under the DIP Financing Agreement.

"Maturity Date" has the meaning assigned to it in the DIP Financing Agreement.

"DIP Event of Default" means any event constituting an "Event of Default" under the DIP Financing Agreement.

1.3 A reference to any person in this Agreement includes such person's successors, transferees and assignees.

2. THE LOAN AND ITS PURPOSE

2.1 The Lender agrees to make available to the Borrower a loan in one or more instalments up to a total maximum amount of US\$1,500,000 (the **"Loan Facility"**). The Loan Facility may be made available by the Lender to the Borrower in multiple drawings in an aggregate amount not to exceed the Loan Facility on the dates set forth in the DIP Financing Agreement in each case in accordance with the Budget and on the terms and conditions contained in the DIP Financing Agreement. The loan advances made available by the Lender to the Borrower under the Loan Facility are hereinafter referred to as the **"Loans"** and each a **"Loan"**.

- 2.2** The proceeds of the Loan shall be applied by the Borrower solely in accordance with the Budget (subject to Permitted Variances) or as may otherwise be agreed to in writing by the DIP Lender, in its sole and absolute discretion, from time to time.
- 2.3** The Borrower will request utilization of the Loan Facility by delivery of a utilisation request to the Lender and the DIP Lender in writing (a "**Utilisation Request**"). Each Utilisation Request shall be substantially in the form set out in the Annex and contain (i) the proposed utilisation date (the "**Loan Utilisation Date**"), (ii) the principal amount of the Loan to be utilised (the "**Loan Principal Amount**"), (iii) a certification that the proceeds will be used in accordance with the relevant approved Budget and (iv) the proposed repayment date of the Loan to be utilised (the "**Loan Repayment Date**"). Upon acceptance of the relevant Utilization Request by the DIP Lender, the Lender or DIP Lender (on behalf of the Lender) will make the respective Loan available to the Borrower on the terms and conditions set out in the respective Utilisation Request and this Agreement.
- 2.4** If the Loan Utilisation Date is after the date on which the Lender receives funds under the DIP Financing Agreement, the funding of any Utilisation Request shall be subject to the following:
- (a) no DIP Event of Default shall have occurred and be continuing;
 - (b) all conditions precedent for the Lender (in its capacity as a borrower under the DIP Financing Agreement) to obtain a DIP Loan shall have been satisfied by the Lender or waived by the DIP Lender (in its capacity as the lender under the DIP Financing Agreement); and
 - (c) the Lender shall have cash on hand from the proceeds of such DIP Loans in an amount not less than the aggregate principal amount of requested Loans.
- 2.5** The Loan Facility will be available from the Effective Date until five (5) Business Days prior to the Maturity Date. During this period, subject to the terms and conditions of the DIP Financing Agreement, the Borrower may utilize the Loan Facility from time to time up to, but in aggregate amount not exceeding, the total amount of the Loan Facility. Each Utilisation Request shall be delivered at least five (5) Business Days prior to the respective Loan Utilisation Date. The latest possible Loan Repayment Date shall be the Maturity Date.
- 2.6** The relevant Loan Principal Amount shall not exceed the amount required by the Borrower as set out in the applicable Budget delivered by the Lender to the DIP Lender in accordance with the DIP Financing Agreement. Unless the relevant Loan Principal Amount is equal to the amount of the corresponding availability under the Loan Facility, the Loan Principal Amount shall be equal to or an integral multiple of amounts to be agreed under the DIP Financing Agreement.
- 2.7** Each Loan shall be disbursed to the Borrower's bank account with IBAN [●]. The Loans may be disbursed by the DIP Lender making direct payments (on behalf of the Lender) to the Borrower, if and to the extent

that, pursuant to the terms of the DIP Financing Agreement, such direct payment to the Borrower is deemed a utilization of the DIP Facility in the corresponding amount by the Lender under the DIP Financing Agreement.

3. GENERAL LOAN TERMS

Unless otherwise provided in this Agreement, the terms and conditions in relation to the Loans shall mirror, to the extent applicable and possible, the terms and conditions of the DIP Financing Agreement, whereas the Lender shall be regarded as "DIP Lender" and the Borrower shall be regarded as the "Borrower" under the DIP Financing Agreement. To the extent possible, the Loan shall be treated in all respects as conduit loan from the DIP Lender through the Lender to the Borrower.

4. INTEREST

4.1 All amounts outstanding under the Loan Facility shall bear interest at a rate equal to 11.3% *per annum*, which interest shall be paid solely in kind by capitalizing the amount thereof to principal on each one-month anniversary of the date of the Effective Date (the "**Interest**").

4.2 During the continuation of a DIP Event of Default, the Loans will bear interest at an additional 2.00% *per annum*, which shall be payable on demand.

4.3 The Interest on each Loan shall accrue on each advance of the Loans from and after the date of advance of such Loan to the Borrower to, but excluding, the date of repayment and shall be calculated and compounded on a monthly basis on the principal amount of such Loan and any overdue interest remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 days.

5. SCHEDULED REPAYMENT

The Borrower will repay each Loan together with all unpaid Interest accrued thereon on the Maturity Date in accordance with the DIP Financing Agreement.

6. PREPAYMENT

6.1 The Borrower may terminate this Agreement and voluntarily prepay the outstanding amounts of the Loans in whole or in part, together with any Interest accrued thereon, at any time subject to a notice period of five (5) Business Days (or such shorter period as the Borrower and the Lender may agree) without premium or penalty, provided that the Parties are not prohibited from proceeding with such termination and prepayment under the DIP Financing Agreement.

6.2 Prepaid Loans or portions thereof may not be re-borrowed.

7. REMEDIES

- 7.1** Upon the occurrence and during the continuance of a DIP Event of Default (and provided the DIP Event of Default is not cured or waived in accordance with the terms of the DIP Financing Agreement), the Lender shall be entitled to terminate this Agreement with immediate effect and declare each of the Loans then outstanding to be immediately due and payable in whole or in part.
- 7.2** Upon the occurrence and during the continuance of a DIP Event of Default (and provided the DIP Event of Default is not cured or waived in accordance with the terms of the DIP Financing Agreement), the Lender (on behalf of the DIP Lender) shall be entitled to enforce any security granted to the DIP Lender by the Borrower and to exercise all rights and remedies in respect of such security; provided that, for the avoidance of doubt, this Section 7.2 shall not limit any of the rights and remedies of the DIP Lender under the DIP Financing Agreement upon the occurrence and during the continuance of a DIP Event of Default.
- 7.3** After (i) the occurrence and during the continuance of a DIP Event of Default and the termination of the DIP Facility by the DIP Lender in accordance with the DIP Financing Agreement, and (ii) the Court having issued an order authorizing the DIP Lender to do so (such order sought by the DIP Lender on not less than three (3) Business Days' notice to the Lender after the occurrence and during the continuance of a DIP Event of Default), the DIP Lender shall have the right to instruct the Lender to, and the Lender acting at the direction of the DIP Lender shall, pursue all remedies against the Borrower that are available to the Lender as a lender in connection with the Loans and this Agreement and applicable law.
- 7.4** No failure or delay by the Lender or the DIP Lender in exercising any of its rights hereunder or at law shall be deemed a waiver of any kind, and the Lender or the DIP Lender, as applicable, shall be entitled to exercise such rights in accordance with this Agreement or the DIP Credit Agreement, as applicable, at any time.

8. PAYMENTS

- 8.1** All payments made by the Borrower hereunder shall be made in US dollars without set-off or counterclaim and free and clear of and without deductions of, or withholding of any taxes or any charges whatsoever present or future. In the event the Borrower is required by law to make any such deduction or withholding from any payment hereunder, then the Borrower shall promptly notify the Lender and forthwith pay to the Lender such additional amount necessary to ensure that the Lender receives and retains (free from any liability relating to deduction or withholding) a net amount which, after deduction or withholding, is equal to the full amount which the Lender would have received, had no such deduction or withholding been made.
- 8.2** In the event of the Lender receiving payments or being credited with amounts in a currency other than the currency in which the payment is owed by the Borrower (be it in cash, as a remittance or by utilizing cash deposits or the like), the Lender will credit the Borrower with the amount of such currency, which it may

obtain by exchanging such currency at the spot rate of exchange in the foreign exchange market at the relevant date.

- 8.3** In case of doubt, the Lender is authorised to apply any payment received from the Borrower, in its discretion, in or towards satisfaction of any sum due and owed to the Lender hereunder.
- 8.4** If any payment falls due hereunder on a day, which is not a Business Day, the Borrower shall effect payment on the next Business Day in the same month (if there is one) or the preceding Business Day (if there is not).

9. RELATIONSHIP TO DIP FINANCING AGREEMENT; ORDER OF PRECEDENCE

Notwithstanding the provisions of this Agreement, the Lender and the Borrower agree that:

- (a) each of their rights and obligations under this Agreement are, at all times, subject to the terms of the DIP Financing Agreement;
- (b) in the event of any conflict between the terms of this Agreement and the terms of the DIP Financing Agreement, the terms of the DIP Financing Agreement shall control and take precedence over the terms of this Agreement;
- (c) no payment of interest or other distribution in relation to the Loans nor any repayment or prepayment of any principal amount or any other payment in relation to the Loans shall be made if it would constitute a breach of the terms of the DIP Financing Agreement; and
- (d) to the extent of any conflict or inconsistency between this Agreement and the DIP Order, the DIP Order shall govern.

10. MISCELLANEOUS PROVISIONS

- 10.1** Other than as collateral security for the DIP Facility, the rights and obligations of the Lender in relation to the Loan may be assigned and/or transferred (whether in whole or in part) to third parties only with the prior consent of the DIP Lender.
- 10.2** No failure to exercise or delay in exercising on the part of the Lender, any right, remedy or power hereunder shall operate as a waiver nor shall any single or partial exercise preclude further or other exercise of any right, remedy or power.
- 10.3** Any amendments to this Agreement (including amendments to this Section 10.3) shall be valid only if made in writing, unless mandatory law requires another form.

10.4 Any notice, request or other communication to be made hereunder to any of the Parties shall be made in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the person as set forth below:

(a) In the case of the Lender:

Li-Cycle Holdings Corp.
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6
Attention: Bill Aziz
Email: baziz@bluetreadvisors.com

With a copy to:

Freshfields Bruckhaus Deringer LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007

Attention: Andrea M. Basham, Madlyn Primoff and Allison Liff
Email: Andrea.Basham@Freshfields.com, Madlyn.Primoff@Freshfields.com,
Allison.Liff@Freshfields.com

And

McCarthy Tétrault LLP
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6

Attention: Robert Hansen, Fraser Bourne
Email: rhansen@mccarthy.ca, fbourne@mccarthy.ca

(b) In the case of the Borrower:

Li-Cycle Europe AG
Neuhofstrasse 8, 6340 Baar, Switzerland
Attention: [●]
Email: [●]

With a copy to:

Freshfields Bruckhaus Deringer LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007

Attention: Andrea M. Basham, Madlyn Primoff and Allison Liff
Email: Andrea.Basham@Freshfields.com, Madlyn.Primoff@Freshfields.com,
Allison.Liff@Freshfields.com

And

McCarthy Tétrault LLP
66 Wellington St W
Suite 5300
Toronto, ON M5K 1E6

Attention: Robert Hansen, Fraser Bourne

Email: rhansen@mccarthy.ca, fbourne@mccarthy.ca

Any such notice shall be deemed to be given and received, when received, unless received after 5:00 EST or on a day other than a Business Day, in which case the notice shall be deemed to be received the next Business Day.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any action or proceeding arising out of or based upon or relating to this Agreement, or the transactions contemplated hereby or thereby may be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein or in any security document or agreement granted in connection with this shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to this Agreement or any agreement or document pursuant to this Agreement against the Borrower or its properties in the courts of any jurisdiction.

12. COUNTERPARTS

This Agreement may be executed in any number of copies which taken together shall constitute the same Agreement.

13. PARTIAL INVALIDITY

If any provision of this Agreement should be or become invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by such valid and enforceable provision or agreement that best meets the intended purpose of the provision required to be replaced. The same shall apply in the event that this Agreement does not contain a provision that it needs to contain in order to achieve the intended economic purpose as expressed herein.

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Annex
Utilization Request

From: **LI-CYCLE EUROPE AG**
(the "**Borrower**")

To: **LI-CYCLE HOLDINGS CORP.**
(the "**Lender**")

With copy to : Kristave AG

Dated: [], 2025

1. We refer to the loan agreement (the "**Loan Agreement**") between ourselves as Borrower and you as Lender dated May [●], 2025 whereby a loan facility has been made available.
2. We wish to borrow a Loan on the following terms:

Loan Utilization Date: [●]

Loan Principal Amount: [●]

Loan Repayment Date: [●]
3. The proceeds of this Loan should be credited to the bank account of the Borrower with [●] and applied solely in accordance with the relevant approved Budget in accordance with the terms and conditions of the DIP Facility.

Yours faithfully,

[●]

SIGNATORIES

LI-CYCLE HOLDINGS CORP.

as Lender

By: _____

Name: Ajay Kochhar

Title: Chief Executive Officer

By: _____

Name: Bill Aziz

Title: Chief Restructuring Officer

LI-CYCLE EUROPE AG

as Borrower

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE "B"

BUDGET

(Part A and Part B)

See attached.

Li-Cycle

Accelerated Process Cash Flow (Excl. EMEA)

\$USD

Draft - For Discussion Purposes Only

Private & Confidential

\$ in USD Thousands	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10			
For the Week Ended:	5/16/2025	5/23/2025	5/30/2025	6/6/2025	6/13/2025	6/20/2025	6/27/2025	7/4/2025	7/11/2025	7/18/2025	Thereafter	Total	Notes
Cash Inflows													
Product Sales	203	467	-	800	-	27	3	-	-	58	-	1,559	Note 1
AR Recovery	-	-	-	-	-	128	-	-	-	-	165	293	
Total Cash Inflows	203	467	-	800	-	154	3	-	-	58	165	1,852	
Spoke Operating Disbursements													
People Costs	(30)	(30)	(30)	(19)	(19)	(19)	(39)	(50)	(39)	(39)	(39)	(354)	
Rent & Leases	(64)	-	(365)	-	-	-	-	(365)	-	-	-	(794)	Note 2
Projected AP Payments	-	(30)	(188)	(262)	(74)	(74)	(115)	(115)	(115)	(115)	-	(1,085)	
Existing AP Payments	-	-	-	-	-	-	-	-	-	-	-	-	
Total Spoke Operating Disbursements	(94)	(60)	(583)	(281)	(93)	(93)	(154)	(529)	(154)	(154)	(39)	(2,234)	
Hub Holding Cost Disbursements													
People Costs	-	-	-	-	-	-	-	-	-	-	-	-	
Rent & Leases	(1,059)	(7)	(263)	(7)	-	-	-	(253)	-	-	-	(1,590)	Note 3
Winddown Costs	-	-	-	-	-	-	-	-	-	-	-	-	
Projected AP Payments	(850)	-	(23)	(154)	(48)	(54)	(48)	(48)	(48)	(48)	-	(1,321)	Note 4
Existing AP Payments	-	-	-	-	-	-	-	-	-	-	-	-	
Total Hub Holding Costs	(1,909)	(7)	(286)	(161)	(48)	(54)	(48)	(301)	(48)	(48)	-	(2,911)	
Overhead Disbursements													
People Costs	(64)	(227)	(64)	(227)	(64)	(227)	(64)	(227)	(64)	(227)	(321)	(1,776)	
Rent & Leases	-	-	-	(20)	-	-	-	(20)	-	-	-	(40)	
Projected AP Payments	(39)	-	(50)	(123)	(50)	(119)	(67)	(60)	(67)	(167)	(330)	(1,072)	Note 5
Existing AP Payments	-	-	-	-	-	-	-	-	-	-	-	-	
Total Overhead Disbursements	(104)	(227)	(114)	(370)	(114)	(346)	(131)	(307)	(131)	(394)	(651)	(2,887)	
Total Disbursements	(2,107)	(295)	(983)	(812)	(255)	(494)	(332)	(1,137)	(332)	(596)	(689)	(8,032)	
Net Operating Cash Flow	(1,904)	173	(983)	(12)	(255)	(339)	(329)	(1,137)	(332)	(537)	(524)	(6,181)	
Non-Operating Disbursements													
Professional Fees	(993)	(791)	(353)	(599)	(390)	(429)	(328)	(529)	(620)	(482)	(1,052)	(6,567)	Note 6
Asset Sale Success Fee	-	-	-	-	-	-	-	-	-	-	(700)	(700)	Note 7
Deposits	(300)	-	-	-	-	-	-	-	-	-	-	(300)	Note 8
D&O Run-Off & Side A Policy	(3,288)	-	-	-	-	-	-	-	-	-	-	(3,288)	Note 9
Winddown Costs	-	-	-	-	-	-	-	-	-	-	(500)	(500)	Note 10
KERP / Advisory Fees / ESA / Vacation Pay	(1,675)	(58)	(50)	-	-	-	(50)	-	-	-	-	(1,833)	Note 11
Total Non-Operating Disbursements	(6,256)	(849)	(403)	(599)	(390)	(429)	(378)	(529)	(620)	(482)	(2,252)	(13,189)	
Net Cash Flow	(8,160)	(676)	(1,386)	(611)	(645)	(769)	(708)	(1,667)	(953)	(1,019)	(2,776)	(19,369)	

Liquidity Summary												
Opening Cash Balance (Excl. EMEA)	10,601	2,441	1,765	378	(233)	(878)	(1,647)	(2,354)	(4,021)	(4,974)	(5,992)	10,601
Net Cash Flow	(8,160)	(676)	(1,386)	(611)	(645)	(769)	(708)	(1,667)	(953)	(1,019)	(2,776)	(19,369)
Ending Cash Balance (Excl. EMEA)	2,441	1,765	378	(233)	(878)	(1,647)	(2,354)	(4,021)	(4,974)	(5,992)	(8,768)	(8,768)
Risk Adjustment	(203)	(467)	-	(800)	-	(154)	(3)	-	-	(58)	(165)	(1,852)
Risk Adjusted Cash Position without Financing	1,885	741	(645)	(2,057)	(2,702)	(3,625)	(4,336)	(6,002)	(6,955)	(8,032)	(10,620)	(10,620)

Notes

- 1 Includes the sale of on-hand black mass and shredded metal, based on commercial sales forecasts
- 2 Includes monthly payments for the Arizona and Alabama Spoke and Warehouse. Rent and leases for the week ended 5/16/2025 relate half month payment of the Arizona Warehouse lease post filing and May rent was not paid on time
- 3 The 5/16/2025 outflow includes the full payment of Hub property taxes and payment on the Hub leases for the period between filing and May 31, 2025
- 4 Includes the payment of builders risk insurance for the week ended 5/16/2025 to insurance all equipment held on the hub site and stored in the hub warehouse
- 5 Reflective of Board of Directors and Special Committees, ongoing corporate IT/Finance/HR related costs
- 6 Includes Freshfields, McCarthy's, A&M Corporate Finance, IP Counsel, A&M Monitor fees and associated counsel (Oslers/Skadden), CRO, and CFO fees. Refer to the Rest. Prof Fees (Weekly) tab for vendor by vendor detail
- 7 Includes success fees for Blue Tree Advisors (\$500k) and Maplebriar Holdings (\$200k)
- 8 Relates to an estimate for potential deposits which may be required for certain critical vendors (i.e. utilities, security) for the duration of the CCAA process.
- 9 Inclusive of a 6-year run off policy and a one year Side A policy
- 10 Reflective of estimated wind down costs for the North American entities following transaction closing of an asset scope inclusive of the Hub, Spokes, and IP
- 11 Inclusive of KERP (19 individuals at the corporate level including C-Suite and select key employees within finance/legal/IT/HR and 6 individuals at the operations/commercial level), accrued vacation for US employees, and ongoing advisory fees for the former CFO and CEO

Li-Cycle Europe AG - Cash Flow (Consolidated)													Week Ended:	5/16/2025	5/23/2025	5/30/2025	6/6/2025	6/13/2025	6/20/2025	6/27/2025	7/4/2025	7/11/2025	7/18/2025	Thereafter	Total	Notes	
Revenue, Intake & Refining																											
Product Sales																											
Product Sales															376,191	235,810	867,188	180,000	39,550	49,482	34,518	414,689	-	417,356	418,423	3,033,206	
AR Collection															81,069	-	-	-	-	-	391,440	-	-	-	-	472,509	
Total															457,260	235,810	867,188	180,000	39,550	49,482	425,958	414,689	-	417,356		3,505,715	Note 1
Intake Revenue & Cost																											
Tipping Fees															-	99,221	-	96,758	-	96,758	-	119,100	-	119,100		530,935	Note 2
Refining Costs																											
Remondis															-	(250,000)	-	(68,791)	-	(68,791)	-	(68,791)	-	(68,791)	(69,774)	(594,938)	Note 3
Polblume															(60,590)	-	(60,590)	-	(60,590)	-	(60,590)	-	(60,590)	-	(60,590)	(363,540)	Note 4
Total															(60,590)	(250,000)	(60,590)	(68,791)	(60,590)	(68,791)	(60,590)	(68,791)	(60,590)	(68,791)	(130,364)	(958,478)	
Total Revenue, Intake & Refining															396,670	85,030	806,598	207,966	(21,040)	77,448	365,368	464,997	(60,590)	467,665	(130,364)	1,003,445	
Li-Cycle Europe AG																											
People Costs															(11,926)	(11,926)	(164,290)	(11,926)	(11,926)	(11,926)	(164,290)	(11,926)	(11,926)	(11,926)	(164,290)	(588,278)	
Existing AP Payments															(61,771)	(61,771)	(61,771)	(61,771)	(61,771)	(61,771)	(29,036)	-	-	-	-	(399,662)	Note 5
Go-Forward Overhead Costs															-	-	-	-	-	-	(22,735)	(21,771)	(21,771)	(21,771)	-	(88,047)	
Winddown Costs															-	-	-	-	-	-	-	-	-	-	(200,000)	(200,000)	Note 6
Restricted Cash Release															-	1,444,444	-	-	-	-	-	-	-	-	-	1,444,444	Note 7
Total															(73,697)	1,370,748	(226,061)	(73,697)	(73,697)	(73,697)	(216,061)	(33,697)	(33,697)	(33,697)		168,457	
Germany GmbH Costs																											
People Costs															(12,601)	(12,601)	(240,672)	(12,601)	(12,601)	(12,601)	(240,672)	(12,601)	(12,601)	(12,601)	(240,672)	(822,821)	Note 8
Rent & Leases															(118,000)	-	(166,049)	-	-	-	(166,049)	-	-	-	-	(450,098)	Note 9
Existing AP Payments															(382,114)	(172,617)	(52,430)	-	-	-	-	-	-	-	-	(607,161)	Note 5
Go-Forward Operating Costs															-	-	(205,333)	(97,230)	(111,230)	(259,887)	(175,404)	(97,230)	(97,230)	(259,887)	-	(1,303,433)	Note 10
Total Cost															(512,715)	(185,218)	(664,485)	(109,831)	(123,831)	(272,488)	(582,125)	(109,831)	(109,831)	(272,488)		(3,183,514)	
Li-Cycle Norway AS Costs															(8,590)	(7,590)	(88,430)	(2,590)	(2,590)	(2,590)	(12,106)	(76,915)	(2,590)	(2,590)	(12,106)	(218,688)	Note 11
Li-Cycle France SARL Costs															(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(8,302)	Note 12
Li-Cycle United Kingdom Ltd. Costs															(2,196)	(2,196)	(17,286)	(2,196)	(2,196)	(2,196)	(17,286)	(2,196)	(2,196)	(2,196)	(17,286)	(69,425)	Note 13
Total Cash Inflow (Outflow)															(201,282)	1,260,020	(190,418)	18,898	(224,109)	(274,278)	(462,964)	241,604	(209,659)	155,939	(160,510)	(46,760)	
Liquidity Summary																											
Opening Cash															2,317,450	2,116,168	3,376,187	3,185,769	3,204,667	2,980,558	2,706,280	2,243,315	2,484,920	2,275,261	2,431,200	2,317,450	
Total Cash Inflow (Outflow)															(201,282)	1,260,020	(190,418)	18,898	(224,109)	(274,278)	(462,964)	241,604	(209,659)	155,939	(160,510)	(46,760)	
Ending Cash															2,116,168	3,376,187	3,185,769	3,204,667	2,980,558	2,706,280	2,243,315	2,484,920	2,275,261	2,431,200	2,270,690	2,270,690	
Risk Adjustment																											
Product Sales															-	-	-	-	-	-	-	(414,689)	-	(417,356)	(418,423)	(1,250,468)	
AR Collection															(81,069)	-	-	-	-	-	(391,440)	-	-	-	-	(472,509)	
Restricted Cash Release															-	(1,444,444)	-	-	-	-	-	-	-	-	-	(1,444,444)	
Total Risk Adjustment															(81,069)	(1,444,444)	-	-	-	-	(391,440)	(414,689)	-	(417,356)	(418,423)	(3,167,421)	
Consol Cash After Risk Adjustment															2,035,098	1,850,673	1,660,255	1,679,153	1,455,044	1,180,766	326,362	153,278	(56,381)	(317,798)	(896,732)	(896,732)	

Notes

- | | |
|------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| 1 Sales through 6/27/2025 are based on active contract negotiations | 8 People costs and associated benefits |
| 2 Inflows based on commercial intake forecast | 9 Germany Spoke Lease |
| 3 \$250,000 outflow on 5/23/25 is a catch-up of invoices for historical services rendered | 10 Spoke operating costs including carbon, utilities, parts, tools and consumables, and professional fees |
| 4 Polblume refines excess feedstock intake and produces black mass for sale | 11 Includes lease payments for the Norway Spoke, but excludes lease exit settlement costs |
| 5 The Existing AP Payments line includes all AP currently in Net Suite, excluding lease bills and refining costs | 12 Inclusive of professional fees associated with wind-down efforts |
| 6 Expected costs to wind down smaller EMEA entities | 13 Inclusive of people costs, third party accounting costs and audit fees |
| 7 Release of \$1.4m restricted cash on hand related to the Germany Spoke (Held with UBS) | |

Li-Cycle Europe AG - Cash Balance Summary (Consolidated)	Week Ended:	5/16/2025	5/23/2025	5/30/2025	6/6/2025	6/13/2025	6/20/2025	6/27/2025	7/4/2025	7/11/2025	7/18/2025	Thereafter	12 Weeks	Notes
Europe AG Opening Cash		421,845	1,522,596	2,978,374	3,036,071	3,058,314	2,837,550	2,566,618	2,116,513	2,361,805	2,152,901	2,309,595	421,845	
Europe AG Cash Inflows (Outflows)		322,974	1,455,778	580,537	134,270	(94,737)	3,751	149,307	431,300	(94,287)	433,968	(130,364)	3,192,496	
Intercompany Inflows (Outflows)		777,778	-	(522,840)	(112,027)	(126,027)	(274,684)	(599,411)	(186,008)	(114,617)	(277,274)	(29,392)	(1,464,502)	Note 1
Europe AG Ending Cash		1,522,596	2,978,374	3,036,071	3,058,314	2,837,550	2,566,618	2,116,513	2,361,805	2,152,901	2,309,595	2,149,839	2,149,839	
Germany Opening Cash		897,047	384,332	199,114	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	897,047	Note 2
Germany Cash Inflows (Outflows)		(512,715)	(185,218)	(664,485)	(109,831)	(123,831)	(272,488)	(582,125)	(109,831)	(109,831)	(272,488)	-	(2,942,842)	Note 2
Intercompany Inflows (Outflows)		-	-	515,370	109,831	123,831	272,488	582,125	109,831	109,831	272,488	-	2,095,795	Note 3
Germany Ending Cash		384,332	199,114	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	
Norway AS Opening Cash		137,420	128,830	121,239	32,810	30,219	27,629	25,038	12,933	10,000	10,000	10,000	137,420	
Norway AS Cash Inflows (Outflows)		(8,590)	(7,590)	(88,430)	(2,590)	(2,590)	(2,590)	(12,106)	(76,915)	(2,590)	(2,590)	(12,106)	(218,688)	
Intercompany Inflows (Outflows)		-	-	-	-	-	-	-	73,982	2,590	2,590	12,106	91,268	Note 4
Norway AS Ending Cash		128,830	121,239	32,810	30,219	27,629	25,038	12,933	10,000	10,000	10,000	10,000	10,000	
France SARL Opening Cash		836,930	58,398	57,643	56,888	56,133	55,379	54,624	53,869	53,115	52,360	51,605	836,930	
France SARL Cash Inflows (Outflows)		(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(755)	(8,302)	
Intercompany Inflows (Outflows)		(777,778)	-	-	-	-	-	-	-	-	-	-	(777,778)	Note 1, Note 4
France SARL Ending Cash		58,398	57,643	56,888	56,133	55,379	54,624	53,869	53,115	52,360	51,605	50,850	50,850	
United Kingdom Ltd. Opening Cash		24,208	22,012	19,816	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	24,208	
United Kingdom Ltd. Cash Inflows (Outflows)		(2,196)	(2,196)	(17,286)	(2,196)	(2,196)	(2,196)	(17,286)	(2,196)	(2,196)	(2,196)	(17,286)	(69,425)	
Intercompany Inflows (Outflows)		-	-	7,470	2,196	2,196	2,196	17,286	2,196	2,196	2,196	17,286	55,217	Note 4
United Kingdom Ltd. Ending Cash		22,012	19,816	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	
Consolidated EMEA Opening Cash		2,317,450	2,116,168	3,376,187	3,185,769	3,204,667	2,980,558	2,706,280	2,243,315	2,484,920	2,275,261	2,431,200	2,317,450	
Consolidated EMEA Cash Inflows (Outflows)		(201,282)	1,260,020	(190,418)	18,898	(224,109)	(274,278)	(462,964)	241,604	(209,659)	155,939	(160,510)	(46,760)	
Consolidated EMEA Intercompany Inflows (Outflows)		-	-	-	-	-	-	-	-	-	-	-	-	
Consolidated EMEA Ending Cash		2,116,168	3,376,187	3,185,769	3,204,667	2,980,558	2,706,280	2,243,315	2,484,920	2,275,261	2,431,200	2,270,690	2,270,690	

Notes

- 1 Europe AG expects to repatriate ~\$780,000 from France SARL related to exiting the France Spoke lease
- 2 As a standalone entity, Germany does not generate cash inflows, and requires injections from Europe AG to maintain a positive cash balance
- 3 Europe AG injects sufficient cash into Germany GmbH so that the cash balance does not fall below \$50,000
- 4 Europe AG injects cash into Norway AS, France SARL and United Kingston Ltd. once the subsidiaries' cash balances fall below \$10,000

SCHEDULE "C"
RESERVED

SCHEDULE “D”
FORM OF DRAWDOWN CERTIFICATE

DRAWDOWN CERTIFICATE

TO: Glencore International AG (the “**DIP Lender**”)

FROM: Li-Cycle Holdings Corp. (the “**Borrower**”)

DATE: [■]

1. [This certificate is delivered to you, as DIP Lender, in connection with a request for a DIP Loan pursuant to the DIP Term Sheet made as of May 14, 2025, between, among others, the Borrower and the DIP Lender (as amended, supplemented, restated or replaced from time to time, the “**DIP Term Sheet**”). All defined terms used, but not otherwise defined, in this certificate shall have the respective meanings set forth in the DIP Term Sheet, unless the context requires otherwise.
2. The Borrower hereby requests a DIP Loan as follows:
 - (a) Facility: [North American Facility / European Facility]
 - (b) Date of such DIP Loan: _____
 - (b) Aggregate amount of such DIP Loan: \$[■]
 - (c) The location and number of the Bank Accounts to which proceeds of such DIP Loan are to be disbursed: []
3. All of the representations and warranties of the DIP Loan Parties as set forth in the DIP Term Sheet are true and correct as at the date hereof, as though made on and as of the date hereof (except for any representations and warranties made as of a specific date, which shall be true and correct as of the specific date made).
4. All of the covenants of the DIP Loan Parties contained in the DIP Term Sheet, including the delivery of the Budget as specified in Section 22 (Budget Reporting) thereof, and all other terms and conditions contained in the DIP Term Sheet to be complied with by the DIP Loan Parties and their subsidiaries, and not waived in writing by or on behalf of the DIP Lender, have been complied with.
5. The DIP Loan Parties are in compliance with the Court Orders.
6. The proceeds of the DIP Loan hereby requested will be applied solely for the Permitted Uses and will be in accordance with the Budget (or as has been otherwise agreed to by the DIP Lender).
7. No Default or Event of Default has occurred and is continuing nor will any such event occur as a result of the DIP Loan hereby requested.
8. [No Material Adverse Event has occurred.]¹

¹ Include for initial Advance.

Dated as of the first date written above.

LI-CYCLE HOLDINGS CORP.

By: _____
Name:
Title:

SCHEDULE “E”

LITIGATION

1. Arbitration proceedings commenced by MasTec Industrial Corp., under the terms of the Construction Agreement for the Rochester Hub.
2. Subject to obtaining interim relief under Chapter 15, (i) the litigation and claims involving Li-Cycle Inc. related to the Alabama Spoke commenced by Hanna Steel Corporation, and (ii) the litigation and claims involving Li-Cycle North America Hub, Inc. including actions by contractors, suppliers and subcontractors who have filed mechanic's liens against the company's interests in the Rochester Hub and the Rochester Warehouse, the claims by UDN, Inc. and the claims by Virginia Transformer Corp.

SCHEDULE "F"
PENSION PLANS

None.

SCHEDULE "G"
BANK ACCOUNTS

See attached.

Schedule G - Bank Accounts

Legal Entity	Jurisdiction	Bank	Currency	Account Number
Li-Cycle Holdings Corp.	Canada	CIBC	USD	010-06962-0485217
		CIBC	USD	010-06962-0474118
		CIBC	CAD	010-06962-5839718
		BMO	USD	001-00002-4531091
		BMO	USD	001-00002-4506195
		BMO	CAD	001-00002-1568279
		RBC	USD	003-00002-4078655
		RBC	CAD	003-00002-1322965
		BNS	USD	002-47696-0732915
		BNS	CAD	002-47696-0101117
Li-Cycle Corp.	Canada	CIBC	CAD	010-06962-2437511
		CIBC	CAD	010-06962-2442116
		CIBC	USD	010-06962-0212113
Li-Cycle Americas Corp.	Canada	CIBC	USD	010-06962-0576816
		CIBC	CAD	010-06962-5842018
Li-Cycle Inc	US	CIBC US	USD	0002552981 (Routing: 071006486)
		CIBC US	USD	0002867370 (Routing: 071006486)
Li-Cycle North America Hub, Inc.	US	CIBC US	USD	0002618656 (Routing: 071006486)
		CIBC US	USD	0002972352 (Routing: 071006486)
Li-Cycle U.S. Inc.	US	CIBC US	USD	0002521946 (Routing: 071006486)
		CIBC US	USD	0002568861 (Routing: 071006486)
Li-Cycle APAC Pte. Ltd.	Singapore	HSBC (HSBCSGSG)	SGD	141-512095-001
		HSBC	USD	260-393517-178
Li-Cycle Japan GK	Japan	Sumitomo Mitsui Banking Corporation (SMBC) (SMBCJPJT)	YEN	7922854
Li-Cycle Korea Co. Ltd.	Korea	Hana Bank (KOEXKRSE)	KRW	115-910054-33104
		Hana Bank	USD	115-910015-32338

Schedule G - Bank Accounts

Legal Entity	Jurisdiction	Bank	Currency	Account Number
Li-Cycle Europe AG	Switzerland	UBS SWITZERLAND AG (UBSWCHZH80A)	Euro	IBAN CH54 0023 0230 7999 9702 V
		UBS SWITZERLAND AG	USD	IBAN CH71 0023 0230 7999 9761 X
		UBS SWITZERLAND AG	CHF	IBAN CH23 0023 0230 7999 9701 A
		UBS SWITZERLAND AG	EUR	IBAN CH92 0023 0230 7999 9703 N
		UBS SWITZERLAND AG	EUR	IBAN CH32 0023 0230 7999 9704 X
Li-Cycle Germany GmbH	Germany	UBS Europe SE (SMHBDEFF)	USD	IBAN DE37 5022 0085 3460 6000 23
		UBS Europe SE	EUR	IBAN DE32 5022 0085 3460 6000 16
		UBS Europe SE	EUR	IBAN DE32 5022 0085 3460 6000 30
Li-Cycle United Kingdom Ltd	UK	Barclays Bank PLC (BUKBGB22)	GBP	GB87BARC20473513326020
		Barclays Bank PLC	USD	GB63BARC20473553418977
		Barclays Bank PLC	Euro	GB71BARC20473588509844
Li-Cycle Norway AS	Norway	DNB (DNBANOKK)	NOK	NO20 5081 0555 103
		DNB	USD	1251 0587 063
		DNB	NOK	1506 8701 969
Li-Cycle France SARL	France	Societe General (SOGEFRPP)	EUR	IBAN FR76 3000 3033 9200 0204 8715 751
		Societe General	USD	IBAN FR76 3000 3033 9203 0204 8715 736

Exhibit B

REDLINE OF AMENDED AND RESTATED INITIAL ORDER

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) ~~WEDNESDAY~~THURSDAY, THE
JUSTICE CONWAY) ~~14TH~~22ND DAY
OF MAY, 2025

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

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

Applicants

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by the Applicants ~~for an initial order~~ pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order amending and restating the Initial Order (the "Initial Order") issued on May 14, 2025 (the "Initial Filing Date") and extending the stay of proceedings provided for therein was heard this day ~~by judicial videoconference~~ at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Ajay Kochhar sworn May 12, 2025 and the Exhibits thereto (the "**Kochhar Affidavit**"), the affidavit of William E. Aziz sworn May 16, 2025 and the Exhibits thereto (the "Aziz Affidavit"), the consent of Alvarez & Marsal Canada Inc. ("**A&M**") to act as the Monitor (in such capacity, the "**Monitor**"), ~~and~~ the Pre-Filing Report of A&M in its capacity as the proposed Monitor dated May 13, 2025, and the First Report of the Monitor dated May 1, 2025 and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the

Applicants, ~~A&M~~ the Monitor and such other parties as listed on the counsel slip, no other party appearing although duly served as appears from the Affidavit of Service of • sworn May •, 2025.-

AMENDING AND RESTATING INITIAL ORDER

1. THIS COURT ORDERS that the Initial Order, reflecting the Initial Filing Date, shall be amended and restated as provided for herein.

SERVICE

2. ~~1.~~ THIS COURT ORDERS that the time for service and filing of the Notice of Application, the Application Record and the Supplementary Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

3. ~~2.~~ THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

4. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court one or more plans of compromise or arrangement (hereinafter referred to as the “Plan”).

POSSESSION OF PROPERTY AND OPERATIONS

5. ~~3.~~ THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their businesses (the “**Business**”) and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, contractors, consultants, agents, experts, accountants, advisors, counsel and such other persons

(collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business, to preserve the value of the Property or for the carrying out of the terms of this Order.

6. ~~4.~~ **THIS COURT ORDERS** that the Applicants shall be entitled to continue to utilize the central cash management system currently in place or, with the consent of the Monitor, replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under ~~any plan of compromise or arrangement (a “the Plan”)~~ with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. ~~5.~~ **THIS COURT ORDERS** that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the ~~date of this Order~~ Initial Filing Date:

- (a) all outstanding and future wages, salaries, contract amounts, employee and pension benefits, vacation pay and expenses (including, without limitation, in respect of expenses charged by employees to corporate credit cards) payable on or after the ~~date of this Order~~ Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; ~~and~~
- (b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges; ~~and~~
- (c) with the consent of the Monitor and in accordance with the Budget (as defined in the DIP Term Sheet), amounts owing for goods or services actually supplied to the

Applicants prior to the Initial Filing Date by third party suppliers, if, in the opinion of the Applicants following consultation with the Monitor, the third party supplier is critical to the Business, ongoing operations of the Applicants, or preservation of the Property and the payment is required to ensure ongoing supply.

8. ~~6.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after ~~this Order~~ the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services;
- (b) expenses required to ensure compliance with any governmental or regulatory rules, orders or directions; and
- (c) payment for goods or services actually supplied to the Applicants following the ~~date of this Order~~ Initial Filing Date.

9. ~~7.~~ **THIS COURT ORDERS** that the Applicants shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) income taxes, and (iv) statutory deductions in the United States, and all other amounts related to such deductions or employee wages payable for periods following the ~~date of this Order~~ Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;

- (b) all goods and services or other applicable sales taxes (collectively, “Sales Taxes”) required to be remitted by the Applicants in connection with the sale of goods and services by the Applicants, but only where such Sales Taxes are accrued or collected after the ~~date of this Order~~Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the ~~date of this Order~~Initial Filing Date but not required to be remitted until on or after the ~~date of this Order~~Initial Filing Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicants.

10. ~~8.~~ **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time (“Rent”), for the period commencing from and including the ~~date of this Order~~Initial Filing Date twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears), or, at the election of the applicable Applicant, at such intervals as such Rent is usually paid pursuant to the applicable lease. On the date of the first of such payments, any Rent relating to the period commencing from and including the ~~date of this Order~~Initial Filing Date shall also be paid.-

11. ~~9.~~ **THIS COURT ORDERS** that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of their creditors as of ~~this date~~the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of their Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. ~~10.~~ **THIS COURT ORDERS** that the Applicants shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their businesses or operations, and to dispose of redundant or non-material assets not exceeding \$500,000 in any one transaction or \$1,000,000 in the aggregate;
- (b) ~~(a)~~ terminate the employment of such of their employees or temporarily lay off such of their employees as it deems appropriate; and-
- (c) ~~(b)~~ pursue all avenues of refinancing ~~or, restructuring,~~ selling or reorganizing their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing ~~or, restructuring,~~ sale or reorganization,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Applicants and/or the Business (the “**Restructuring**”).

13. ~~11.~~ **THIS COURT ORDERS** that the Applicants shall provide each of the relevant landlords with notice of the Applicants’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicants on at least two (2) days notice to such landlord and any such secured creditors. If any of the Applicants disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicants’ claims to the fixtures in dispute.

14. ~~12.~~ **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the

disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANTS OR THE PROPERTY

15. ~~13.~~ **THIS COURT ORDERS** that from the Initial Filing Date until and including ~~May-22~~July 7, 2025, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicants or the Monitor or their respective employees, advisors or representatives acting in such capacities, or affecting the Business or the Property (including, for greater certainty, any process or steps or other rights and remedies under or relating to any class action proceeding against any of the Applicants or in respect of the Property), except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or their respective employees, advisors or representatives acting in such capacities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

16. ~~14.~~ **THIS COURT ORDERS** that, to the extent any prescription, time or limitation period relating to any Proceeding against or in respect of any of the Applicants that is stayed pursuant to this Order may expire, the term of such prescription, time or limitation period shall hereby be deemed to be extended for a period equal to the Stay Period.

NO EXERCISE OF RIGHTS OR REMEDIES

17. ~~15.~~ **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicants or the Monitor, or their respective employees, advisors or representatives acting in

such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to perform any right, renewal right, contract, agreement, lease, sublease, licence authorization or permit in favour of or held by the Applicants, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. ~~17.~~ **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the ~~date of this Order~~ Initial Filing Date are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

NO PRE-FILING VS POST-FILING SET OFF

20. ~~18.~~ **THIS COURT ORDERS** that no Person shall be entitled to set off any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due from the Applicants in respect of obligations arising on or after the date of the Initial Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date of the Initial Order with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of the Initial Order, in each case without the consent of the Applicants and the Monitor, or with leave of this Court.

NON-DEROGATION OF RIGHTS

21. ~~19.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the ~~date of this-~~ ~~Order~~Initial Filing Date, nor shall any Person be under any obligation on or after the ~~date of this-~~ ~~Order~~Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

22. ~~20.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the ~~date hereof~~Initial Filing Date and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a Plan in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

23. ~~21.~~ **THIS COURT ORDERS** that the Applicants shall indemnify their current and future directors and officers, the CRO (as defined below) and the CFO (as defined below) against

obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the ~~director's or officer's~~ director's or officer's gross negligence or wilful misconduct.

24. ~~22.~~ **THIS COURT ORDERS** that the current and future directors and officers of the Applicants, the CRO and the CFO shall be entitled to the benefit of and are hereby granted a charge (the “**Directors’ Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$450,000, as security for the indemnity provided in paragraph ~~21~~23 of this Order. The Directors’ Charge shall have the priority set out in paragraphs ~~47~~64 and ~~49~~66 herein.

25. ~~23.~~ **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors’ Charge, and (b) the Applicants’ directors and officers shall only be entitled to the benefit of the Directors’ Charge to the extent that they do not have coverage under any directors’ and officers’ insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph ~~21~~23 of this Order.

APPOINTMENT OF MONITOR

26. ~~24.~~ **THIS COURT ORDERS** that A&M is ~~hereby,~~ as of the Initial Filing Date, appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the ~~Monitor's~~ Monitor's functions.

27. ~~25.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants’ receipts and disbursements;

- (b) review and approve Intercompany Advances (as defined below);
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) advise the Applicants in the preparation of the Applicants' cash flow statements, which information shall be reviewed with the Monitor;
- (e) assist the Applicants, to the extent required by the Applicants, in their dissemination, to the DIP Lender and its counsel on a weekly basis of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (f) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (g) advise the Applicants in its development of the Plan and any amendments to the Plan;
- (h) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' meetings for voting on the Plan;
- (i) assist the Applicants and the Financial Advisor, to the extent required by the Applicants and the Financial Advisor, in connection with any sale and realization process conducted by the Applicants and the Financial Advisor;
- (j) receiving, holding and making payments of KERP Funds (defined below) as set out in the KERP (defined below);
- (k) ~~(e)~~ have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, wherever located, to the extent that is necessary to adequately assess the

Applicants' business and financial affairs or to perform its duties arising under this Order;

(l) ~~(f)~~ be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(m) ~~(g)~~ perform such other duties as are required by this Order, such other orders of the Court, or as otherwise required by this Court from time to time.

28. ~~26.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

29. ~~27.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the ~~Monitor's~~Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

30. ~~28.~~ **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Applicants, including the DIP Lender, with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor.

The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicants may agree. Nothing in this paragraph shall derogate or limit the DIP Lender's rights to request or receive information under the DIP Facility.

31. ~~29.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order or the Initial Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order or the Initial Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

APPROVAL OF CRO AND CFO ENGAGEMENTS

32. ~~30.~~ **THIS COURT ORDERS** that the agreement dated as of April 28, 2025 pursuant to which the Applicants have engaged BlueTree Advisors Inc. ("**BlueTree**") to provide the services of William E. Aziz to act as Chief Restructuring Officer of the Applicants ("**CRO**") and provide certain financial advisory and consulting services to the Applicants, a copy of which is attached as Exhibit "N" to the Kochhar Affidavit (the "**CRO Engagement Letter**"), the agreement dated as of April 28, 2025 pursuant to which the Applicants have engaged Michelle T. Faysal as interim Chief Financial Officer of the Applicants ("**CFO**"), a copy of which is attached as Exhibit "O" to the Kochhar Affidavit (the "**CFO Engagement Letter**"), the execution of the CRO Engagement Letter and the CFO Engagement Letter by the Applicants, *nunc pro tunc*, and the appointment of the CRO and the CFO pursuant to the terms thereof is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby including, for the avoidance of doubt, the "Restructuring Fee" (as defined in the CRO Engagement Letter).

33. ~~31.~~ **THIS COURT ORDERS** that the CRO and the CFO shall not be or be deemed to be a director, *de facto* director or employee of the Applicants or any of their respective subsidiaries or affiliates.

34. ~~32.~~ **THIS COURT ORDERS** that neither BlueTree, the CRO nor the CFO shall, as a result of the performance of their respective obligations and duties in accordance with the terms of the CRO Engagement Letter or CFO Engagement Letter, as applicable, be deemed to be in Possession of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to the Environmental Legislation, however, if BlueTree, the CRO or the CFO are nevertheless later found to be in Possession of any Property, then BlueTree, the CRO or the CFO, as applicable, shall be entitled to the benefits and protections in relation to the Applicants and such Property as are provided to a monitor under Section 11.8(3) of the CCAA, provided however that nothing herein shall exempt the BlueTree, the CRO or the CFO from any duty to report or make disclosure imposed by applicable Environmental Legislation.

35. ~~33.~~ **THIS COURT ORDERS** that BlueTree, the CRO and the CFO shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the ~~dated of this Order~~ Initial Filing Date except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the CRO or CFO.

36. ~~34.~~ **THIS COURT ORDERS** that no Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of BlueTree, the CRO or the CFO, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the CRO or the CFO, as applicable, or with leave of this Court on notice to the Applicant, the Monitor, the CRO and the CFO, as applicable. Notice of any such motion seeking leave of this Court shall be served upon the Applicants, the Monitor, the CRO and the CFO, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

37. ~~35.~~ **THIS COURT ORDERS** that the obligations of the Applicants to BlueTree and the CRO and the CFO pursuant to the CRO Engagement Letter and the CFO Engagement Letter, as applicable, shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the *Bankruptcy and Insolvency Act*, RSC 1985,

c. B-3, as amended (the “**BIA**”) or the *United States Bankruptcy Code*, 11 U.S.C. §§101-1330, as amended (the “**US Bankruptcy Code**”) in respect of the Applicants.

APPROVAL OF FINANCIAL ADVISOR AND MAPLEBRIAR ENGAGEMENTS

38. ~~36.~~ **THIS COURT ORDERS** that the agreement dated as of May 8, 2025 pursuant to which the Applicants have engaged Alvarez & Marsal Canada Securities ULC (the “**Financial Advisor**”) to assist the Applicants in evaluating and pursuing one or more potential sale transactions, a copy of which is attached as Exhibit “Q” to the Kochhar Affidavit (the “**Financial Advisor Engagement Letter**”), the agreement dated as of May 1, 2025 pursuant to which the Applicants have engaged Maplebriar Holdings Inc. (“**Maplebriar**”) to provide the services of Ajay Kochhar to assist the Applicants in pursuing one or more potential sale transactions, a copy of which is attached as Exhibit “P” to the Kochhar Affidavit (the “**Maplebriar Engagement Letter**”), and the execution of the Financial Advisor Engagement Letter and the Maplebriar Engagement Letter by the Applicants, *nunc pro tunc*, is hereby approved, including, without limitation, the payment of the fees and expenses contemplated thereby including, for the avoidance of doubt, the “Restructuring Fees” (as defined in the Maplebriar Engagement Letter).

39. ~~37.~~ **THIS COURT ORDERS** that the Financial Advisor and Maplebriar shall not be or be deemed to be a director, *de facto* director or employee of the Applicants or any of their respective subsidiaries or affiliates.

40. ~~38.~~ **THIS COURT ORDERS** that the Financial Advisor and Maplebriar shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the ~~date of this Order~~ Initial Filing Date except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the Financial Advisor or Maplebriar, as applicable.

41. ~~39.~~ **THIS COURT ORDERS** that no Proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Financial Advisor or Maplebriar, and all rights and remedies of any Person against or in respect of them are hereby stayed and suspended, except with the written consent of the Financial Advisor or Maplebriar, as applicable, or with leave of this Court on notice to the Applicants, the Monitor, the Financial Advisor and Maplebriar, as applicable. Notice of any such motion seeking leave of

this Court shall be served upon the Applicants, the Monitor, the Financial Advisor and Maplebriar, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

42. ~~40.~~ **THIS COURT ORDERS** that the obligations of the Applicants to the Financial Advisor and Maplebriar pursuant to the Financial Advisor Engagement Letter and Maplebriar Engagement Letter, as applicable, shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants.-

ADMINISTRATION CHARGE

43. ~~41.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor in Canada and the United States (collectively, the “**Monitor Counsel**”), the CRO, the CFO, the Financial Advisor, Maplebriar, and counsel to the Applicants in Canada and the United States (collectively, the “**Applicants Counsel**”) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and in the case of the CRO in accordance with the CRO Engagement Letter, and in the case of the CFO in accordance with the CFO Engagement Letter, and in the case of the Financial Advisor in accordance with the Financial Advisor Engagement Letter, and in the case of Maplebriar in accordance with the Maplebriar Engagement Letter, whether incurred prior to, on, ~~or after the date of this Order~~ Initial Filing Date, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, the Monitor Counsel, the Financial Advisor and the Applicants Counsel on a weekly basis or pursuant to such other arrangements agreed to between the Applicants and such parties and, in addition, the Applicants are hereby authorized to pay to the Monitor, the Monitor Counsel, and the Applicants Counsel, retainers, *nunc pro tunc*, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

44. ~~42.~~ **THIS COURT ORDERS** that the Monitor and its Canadian legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its Canadian legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

45. ~~43.~~ **THIS COURT ORDERS** that the Monitor, the Monitor Counsel, the CRO (solely for the “Work Fee” as defined and set out in the CRO Engagement Letter), the Financial Advisor, the CFO and the Applicants Counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of USD \$~~22.5~~22.5 million, as security for their professional fees and disbursements incurred at their standard rates and charges, and in the case of the CRO in accordance with the CRO Engagement Letter, and in the case of the Financial Advisor in accordance with the Financial Advisor Engagement Letter, and in the case of the CFO in accordance with the CFO Engagement Letter, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~47~~64 and ~~49~~66 hereof.

DIP FINANCING

46. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from Glencore International AG (the “**DIP Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed USD \$10.5 million unless permitted by further Order of this Court.

47. **THIS COURT ORDERS THAT** such credit facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated as of May 14, 2025 (the “**DIP Term Sheet**”), filed.

48. **THIS COURT ORDERS** that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

49. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "**DIP Lender's Charge**") on the Property as security for all of the Applicants' obligations owing to the DIP Lender under the DIP Term Sheet (including, without limitation, in respect of any principal, interest, fees and similar amounts thereunder), which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs 64 and 66 hereof.

50. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge, the DIP Term Sheet or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon two business days notice to the Applicants and the Monitor, may exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including, without limitation, to: (i) terminate the commitments under the DIP Term Sheet; (ii) cease making advances to the Applicants; (iii) set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge; (iv) accelerate, and/or make a demand for immediate payment of, any or all obligations outstanding thereunder; (v) give any other notices that the DIP Lender considers necessary or desirable; and/or (vi) apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

51. **THIS COURT ORDERS AND DECLARES** that the DIP Lender shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants, with respect to any advances made under the Definitive Documents.

52. **THIS COURT ORDERS** that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Lender's Charge are subsequently stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), under the DIP Term Sheet or the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made and other obligations set out in the DIP Term Sheet and the Definitive Documents.

53. **THIS COURT ORDERS** that the formal valuation and minority approval requirements contained in sections 5.4 and 5.6 of Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions need not be complied with in connection with the DIP Facility.

TRANSACTION FEE CHARGE

54. **THIS COURT ORDERS** that the CRO (as security for the fees and expenses other than the "Work Fee" as defined and set out in the CRO Engagement Letter) and Maplebriar (as security for the "Restructuring Fees" as defined and set out in the Maplebriar Engagement Letter) shall be entitled to the benefit of and are hereby granted a charge (the "**Transaction Fee Charge**") on the Property, which charge shall not exceed an aggregate amount of USD \$1 million. The Transaction Fee Charge shall have the priority set out in paragraphs 64 and 66 hereof.

KERP APPROVAL AND KERP CHARGE

55. **THIS COURT ORDERS** that the key employee retention plan (the "**KERP**") described in the Aziz Affidavit and attached to the Aziz Affidavit is hereby approved and the Applicants

are authorized to enter into the KERP *nunc pro tunc* and the Applicants are authorized to make payments in accordance with the terms thereof, including the amounts of CAD \$869,973.92 and USD \$672,075.46 to paid by the Applicants to the Monitor and held by the Monitor for the benefit of the KERP Employees (as defined in the KERP) pursuant to the KERP (the “**KERP Employee Funds**”).

56. **THIS COURT ORDERS** that the Applicants are authorized to pay the amount of USD \$113,000 to the Monitor to be held as security for the “Work Fee” of Maplebriar (as set out in the Maplebriar Engagement Letter) (the “**Maplebriar Work Fee Funds**”, and collectively with the KERP Employee Funds, the “**KERP Funds**”). The Applicants are authorized to make payments of the Maplebriar Work Fee Funds in accordance with the Maplebriar Engagement Letter.

57. **THIS COURT ORDERS** that upon receipt by the Monitor of the KERP Funds, the KERP Funds shall be held by the Monitor for the benefit of the beneficiaries of the KERP, being each of the KERP Employees (as defined in the KERP) and Maplebriar (the “**KERP Beneficiaries**”). The Monitor shall be permitted to distribute the KERP Funds to the Applicants for payment to the applicable KERP Beneficiaries as and when required by the KERP, and, when in the hands of the Applicants or any payment processor, such KERP Funds shall be held for and on the behalf of the applicable KERP Beneficiaries.

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

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

60. **THIS COURT ORDERS** that each of the KERP Beneficiaries shall be entitled to the benefit of and are hereby granted a charge (the “**KERP Charge**”) on the KERP Funds as security for the obligations of the Applicants under the KERP and the Maplebriar Engagement Letter

(other than for the “Restructuring Fees” as defined and set out in the Maplebriar Engagement Letter). The KERP Charge shall have the priority set out in paragraphs 64 and 66 hereof.

INTERCOMPANY FINANCING

61. ~~44.~~ **THIS COURT ORDERS** that each of the Applicants (each, an “**Intercompany Lender**”) is authorized to loan to each of the other Applicants (each, an “**Intercompany Borrower**”), and each Intercompany Borrower is authorized to borrow, repay and re-borrow, such amounts from time to time as the Intercompany Borrower, with the approval of the Monitor, considers necessary or desirable on a revolving basis to fund its ongoing expenditures and to pay such other amounts as are permitted by the terms of this Order (the “**Intercompany Advances**”)- ~~up to an aggregate of USD \$1 million (subject to increase in accordance with further Order of this Court)~~, on terms consistent with existing arrangements or past practice or otherwise approved by the Monitor.

62. ~~45.~~ **THIS COURT ORDERS** that each Intercompany Lender shall be entitled to the benefit of and is hereby granted a charge (the “**Intercompany Charge**”) on all of the Property of each Intercompany Borrower, as security for the Intercompany Advances made to such Intercompany Borrower, which Intercompany Charge shall not secure an obligation that exists before the ~~date of this Order~~ Initial Filing Date. The Intercompany Charge shall have the priority set out in paragraphs ~~47~~ 64 and ~~49~~ 66 hereof.-

63. ~~46.~~ **THIS COURT ORDERS AND DECLARES** that each Intercompany Lender shall be treated as unaffected and may not be compromised in any Plan or in any other proceeding commenced under the CCAA, the BIA or the US Bankruptcy Code in respect of the Applicants, with respect to any Intercompany Advances made on or after the date of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

64. ~~47.~~ **THIS COURT ORDERS** that the priorities of the Administration Charge, the Directors’ Charge, the KERP Charge, the DIP Lender’s Charge, the Transaction Fee Charge and the Intercompany Charge (collectively, the “**Charges**”), as among them with respect to any Property to which they apply, shall be as follows:

First – Administration Charge (to the maximum amount of USD \$22.5 million);

Second – Directors’ Charge (to the maximum amount of USD \$450,000); ~~and~~

Third – KERP Charge (solely as against the KERP Funds);

Fourth – DIP Lender’s Charge (to the maximum amount of the DIP Obligations
(as defined in the DIP Term Sheet) owing thereunder at the relevant time);

~~Third – Intercompany~~ Fifth – Transaction Fee Charge (to the maximum amount of
USD \$1 million); and

Sixth – Intercompany Charge.

65. ~~48.~~ **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

66. ~~49.~~ **THIS COURT ORDERS** that each of the Charges (all as constituted and defined herein) shall constitute a charge on the Property to which they apply and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, “**Encumbrances**”) in favour of any Person; ~~provided that the Charges shall rank behind Encumbrances in favour of any Persons that have not been served with notice of this application.~~ with respect to the DOE Collateral (as defined in the DIP Term Sheet), the DIP Lender’s Charge shall be subordinate to the DOE Security (as defined in the DIP Term Sheet).

67. ~~50.~~ **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over any Property to which the Charges apply that rank in priority to, or *pari passu* with, any of the applicable Charges, unless the Applicants also obtain the prior written consent of the Monitor and the beneficiaries of the applicable Charges, or further Order of this Court.

68. ~~51.~~ **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder, including, for greater certainty, the DIP Lender (collectively, the “**Chargees**”) ~~thereunder~~ shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

69. ~~52.~~ **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants’ interest in such real property leases.

RELIEF FROM REPORTING OBLIGATIONS

70. ~~53.~~ **THIS COURT ORDERS** that the decision by the Applicants to incur no further expenses for the duration of the Stay Period in relation to any filings (including financial statements), disclosures, core or non-core documents and press releases (collectively, the “**Securities Filings**”) that may be required by any federal, state, provincial or other law respecting securities or capital markets in Canada or the United States, or by the rules and regulations of an over the counter market, including, without limitation, the *Securities Act* (Ontario) and comparable statutes enacted by other provinces of Canada, the *Securities Act of 1933* (United States) and the *Securities Exchange Act of 1934* (United States) and comparable statutes enacted by individual states of the United States, and the rules of OTCQX and the Financial Industry Regulatory Authority and other rules, regulations and policies of OTCQX (collectively, the “**Securities Provisions**”), is hereby authorized, provided that nothing in this paragraph shall prohibit any securities regulator or over the counter market from taking any action or exercising any discretion that it may have of a nature described in section 11.1(2) of the CCAA as a consequence of the Applicants failing to make any Securities Filings required by the Securities Provisions.

71. ~~54.~~ **THIS COURT ORDERS** that none of the directors, officers, employees, and other representatives of the Applicants, nor the CRO (and its directors, officers, employees and representatives), the CFO or the Monitor (and its directors, officers, employees and representatives), shall have any personal liability for any failure by the Applicants to make any Securities Filings required by the Securities Provisions during the Stay Period, provided that nothing in this paragraph shall prohibit any securities regulator, stock exchange or over the counter market from taking any action or exercising any discretion that it may have against the directors, officers, employees and other representatives of the Applicants of a nature described in section 11.1(2) of the CCAA as a consequence of such failure by the Applicants. For greater certainty, nothing in this order is intended to or shall encroach on the jurisdiction of any securities regulatory authorities (the “**Regulators**”) in the matter of regulating the conduct of market participants and to issue cease trade orders if and when required pursuant to applicable securities law. Further, nothing in this Order shall constitute or be construed as an admission by

the Regulators that the court has jurisdiction over matters that are within the exclusive jurisdiction of the Regulators under the Securities Provisions.

SEALING

72. ~~THIS COURT ORDERS~~ that Confidential Exhibit “H” to the Aziz Affidavit shall be sealed, kept confidential and shall not form part of the public record pending further Order of the court.

SERVICE AND NOTICE

73. ~~55.~~ **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail address as last shown on the records of the Applicants, a notice to every known creditor who has a claim against the Applicants of more than \$1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claim amounts, names and addresses of any individuals who are creditors publicly available.

74. ~~56.~~ **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

75. ~~57.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

~~https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/https://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/~~) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: www.alvarezandmarsal.com/LiCycle.

76. ~~58.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

CHAPTER 15 PROCEEDINGS

77. ~~59.~~ **THIS COURT ORDERS** that the CRO is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized and approved in any jurisdiction outside of Canada.

78. ~~60.~~ **THIS COURT ORDERS** that the Foreign Representative is hereby authorized to apply for recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including, without limitation, the United States Bankruptcy Court for the Southern District of New York (the "**Foreign Bankruptcy Court**") pursuant to Chapter 15 of the US Bankruptcy Code. The Foreign Representative is authorized to apply for recognition and enforcement of this Order and any subsequent Orders of this Court in the United States including, without limitation, paragraphs ~~13,~~ 15, ~~16,~~ 17, 18, 19 and ~~20~~22 with respect to any

Proceeding taking place in the United States, any Business or Property of the Applicants located or being conducted within the United States, and any Person located or acting within the United States, as applicable. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and provide such assistance to the Foreign Representative, the Applicants and the Monitor as may be deemed necessary or appropriate for that purpose.

GENERAL

~~61. THIS COURT ORDERS that the comeback motion shall be heard on May 22, 2025.~~

79. ~~62. THIS COURT ORDERS~~ that the Applicants or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation or application of this Order.

80. ~~63. THIS COURT ORDERS~~ that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

81. ~~64. THIS COURT HEREBY REQUESTS~~ the aid and recognition of any court, tribunal, regulatory body or administrative body having jurisdiction in Canada or in the United States, including the Foreign Bankruptcy Court, to give effect to this Order and to assist the Applicants, the Foreign Representative, the Monitor, the DIP Lender and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Foreign Representative, the Applicants, the DIP Lender and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the CRO in any foreign proceeding, or to assist the Foreign Representative, the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

82. ~~65. THIS COURT ORDERS~~ that each of the Foreign Representative, the Applicants, the DIP Lender and the Monitor be at liberty and is hereby authorized and empowered to apply to

any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

83. ~~66.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and is enforceable without any need for entry and filing.

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

**AMENDED AND RESTATED
INITIAL ORDER**

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Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 5/16/2025 4:50:28 PM	
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Intelligent Table Comparison: Active	
Original filename: Initial Order - Li-Cycle - 14-MAY-2025.doc	
Modified filename: LICY CCAA - Draft A&R Initial Order - FINAL(60864505.15).doc	
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