

CANADA

SUPERIOR COURT
(Class Actions Division)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-06-001146-212

ALEXANDER MARTIN-BALE

Applicant

v.

LOWE'S COMPANIES CANADA, ULC

Defendant

FIRST AMENDMENT TO THE TRANSACTION

WHEREAS by the Transaction entered into between the Applicant and the Defendant and signed on or about February 22 and 24, 2022, the Parties fully and finally settled the Proposed Class Action and all related claims and causes of action among themselves and on behalf of the Class Members in accordance with the terms and conditions of the Transaction;

WHEREAS by a judgment rendered by the Honourable Christian Immer, s.c.j., on or about May 25, 2022, the Approval Order was issued;

WHEREAS by way of this First Amendment, the Parties hereby wish to amend the Transaction;

WHEREAS the Parties anticipate that this First Amendment will afford significant benefits to the Class Members, that it will be just, reasonable and appropriate, and that it will be in the Class Members' best interest;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE UPON THE FOLLOWING:

1. Unless otherwise defined in this First Amendment or the context otherwise requires, each term used in this First Amendment with its first letter capitalized shall have the same meaning herein as given to such term in the Transaction.
2. The definition of "Credit" in section I of the Transaction is hereby deleted in its entirety from the Transaction replaced by the following:

"Credit" means a redeemable credit, in the form of a gift card, that can be exchanged for goods at the participating RONA and/or RENO-DÉPÔT stores, subject to the terms detailed in section IX.

3. Section VII.24 of the Transaction is hereby deleted in its entirety from the Transaction replaced by the following:

24. The Notice of the Approval of the Transaction will be published and disseminated in the following manner:

a) within twenty (20) days following the Approval Order becoming Final, on the bilingual website created by Class Counsel for this case (i.e., www.lpclex.com) providing access to an electronic copy of the Notice of the Approval of the Transaction;

b) within ninety (90) days following the Approval Order becoming Final, the Defendant will mail a copy of the Notice of the Approval of the Transaction to the billing address associated with the order of each Class Member, along with the Credit as contemplated in section IX.30 of the Transaction, it being understood that no additional step will be required from the Defendant should the mail be Undeliverable. The Defendant declares that it is in possession of the addresses for the Class Members; and

c) filing on the Quebec Class Action Registry of the Court.

4. Section IX.30 of the Transaction is hereby deleted in its entirety from the Transaction replaced by the following:

30. The Credits will be sent by regular mail to the Class Members within ninety (90) days following the Approval Order becoming Final, along with a copy of the Notice of the Approval of the Transaction as contemplated in section VII.24 b) of the Transaction. For greater certainty, the Defendant will mail the Credits to the billing address associated with the order of each Class Member, it being understood that no additional step will be required from the Defendant should the mail be Undeliverable.

5. Section IX.31 is hereby deleted in its entirety from the Transaction.
6. The Notice of the Approval of the Transaction attached to the Transaction as Schedule B (both in French and English) is hereby deleted and replaced in its entirety by the document attached to this First Amendment as Schedule A (both in French and English).
7. Except as expressly amended by this First Amendment, no term or provision of the Transaction is or shall be deemed amended, modified or supplemented. The Parties hereby acknowledge and agree that the Transaction is in full force and effect, valid and binding in accordance with its terms, as modified by this First Amendment.
8. Each counsel or other person executing this First Amendment on behalf of any Party hereby warrants that such person has the full authority to do so.
9. The Parties agree that the consideration provided to the Class Members and the other terms of this First Amendment were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation of competent legal counsel.
10. This First Amendment may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument.

11. The Parties hereby acknowledge that they have requested that this First Amendment be drawn in English. / *Les Parties reconnaissent avoir exigé que ce Premier Amendement soit rédigé en anglais.*

[signature page follows]

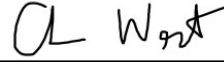
IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

Montreal, September 7, 2022



ALEXANDER MARTIN-BALE

Montreal, September 7, 2022



LOWE'S COMPANIES CANADA, ULC

By: Christopher West

Title: Senior Vice President, Merchandising