

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N°: 500-06-001332-242

SUPERIOR COURT  
(Class Actions Division)

EMIL LEVKOVSKY

Representative Plaintiff

-v.-

HYDROSOLUTION, S.E.C.

-and-

ENERCARE RECHARGE LIMITED  
PARTNERSHIP

-and-

HYDROSOLUTION LTÉE

Defendants

### ADDENDUM TO THE SETTLEMENT AGREEMENT

**WHEREAS** by the Settlement Agreement entered into between the Representative Plaintiff and the Defendants signed on or about August 13 and 14, 2025 (the "**Agreement**"), 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 Agreement;

**WHEREAS** by a judgement rendered by the Honourable Catherine Martel, J.S.C., on August 15, 2025, the Proposed Class Action was authorized for the purpose of settlement only;

**WHEREAS** by way of this Addendum, the Parties hereby wish to amend the Agreement;

**WHEREAS** the sole purpose of this Addendum is to replace the form of the Compensation for certain Class Members from a Credit to a cheque;

**WHEREAS** the Parties agree that this Addendum provides additional benefits to the Class Members, is in the Class Members' best interest, and therefore no additional notice is required according to the jurisprudence;

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

1. Unless otherwise detailed in this Addendum or the context otherwise requires, each term used in this Addendum with its first letter capitalized shall have the same meaning herein as given to such term in the Agreement.
2. The definition of "**Credit**" in section II of the Agreement is hereby deleted in its entirety from the Agreement.
3. Article 20 (c) is hereby deleted in its entirety from the Agreement.

4. Article 22 is hereby deleted in its entirety and replaced with the following:  
  
22. In consideration of the Released Claims, each Class Member will be entitled to receive either a one-time payment in the form of a cheque, or an Undertaking (the "**Compensation**") from the Defendants, in accordance with their respective situation.
5. Article 23.1 (b) is hereby deleted in its entirety and replaced with the following:  
  
(b) a Class Member who (i) paid the Buyback to HydroSolution, (ii) for whom a new water heater was leased from HydroSolution, and (iii) who did not receive a Retention Offer, shall be entitled to a one-time payment of \$200 issued in the form of a cheque;
6. Article 23.1 (c) is hereby deleted in its entirety and replaced with the following:  
  
(c) a Class Member who (i) paid the Buyback to HydroSolution, (ii) for whom a new water heater was leased from HydroSolution, and (iii) who received and accepted a Retention Offer, shall be entitled to a one-time payment of \$100 issued in the form of a cheque;
7. Article 23.2 (b) is hereby deleted in its entirety and replaced with the following:  
  
(b) a Class Member who (i) partially paid the Buyback to HydroSolution, and (ii) for whom a new water heater was leased from HydroSolution, shall be entitled to a one-time payment of \$100 issued in the form of a cheque;
8. Article 24 is hereby deleted in its entirety and replaced with the following:  
  
24. The Compensation provided in article 23 will be delivered within thirty (30) days following the Approval Order becoming Final. The Defendants will send the cheque along with a copy of the Notice of the Approval of the Agreement by regular mail to the last known home address of each Class Member, it being understood that no additional step will be required from the Defendants should the mail be Undeliverable.
9. Except as expressly amended by this Addendum, no term or provision of the Agreement is or shall be deemed amended, modified or supplemented. The Parties hereby acknowledge and agree that the Agreement is in full force and effect, valid and binding in according with its terms, as modified by this Addendum.
10. This Addendum may be executed in on 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 Addendum be drawn in English / *Les Parties reconnaissent avoir exigé que ce addendum soit rédigé en anglais*. A French translation will be made at the Defendants' cost. In the event of any inconsistency, ambiguity or conflict between the English and French versions of this Agreement, the English version shall prevail.

[signature page follows]

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:**

Montreal, September 15, 2025



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**EMIL LEVKOVSKY**

Montreal, September \_\_\_\_\_, 2025

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**HYDROSOLUTION, S.E.C., by its  
general partner HYDROSOLUTION  
LTÉE**

By: Nicolas Ayotte  
Title: President

Montreal, September \_\_\_\_\_, 2025



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**ENERCARE RECHARGE LIMITED  
PARTNERSHIP, by its general partner  
ENERCARE RECHARGE GP INC.**

By: Tracy Li  
Title: Director

Montreal, September \_\_\_\_\_, 2025

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**HYDROSOLUTION LTÉE**

By: Nicolas Ayotte  
Title: President

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:**

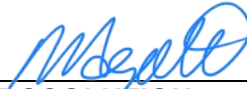
Montreal, September 15, 2025



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**EMIL LEVKOVSKY**

Montreal, September 15, 2025



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