C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

N°: 500-06-001332-242

S U P E R I O R C O U R T
(Class Actions Division)

EMIL LEVKOVSKY

Applicant

-v.-

HYDROSOLUTION, S.E.C.

-and-

ENERCARE RECHARGE LIMITED PARTNERSHIP

-and-

HYDROSOLUTION LTÉE

Defendants

SETTLEMENT AGREEMENT

(the "Agreement")

I. PREAMBLE

The present preamble is subject to the definitions provided at section II of this Agreement.

WHEREAS on or about September 16, 2024, the Applicant filed the Application against the Defendants;

WHEREAS by way of the Application, the Applicant seeks to institute the Proposed Class Action and essentially alleges that the Defendants acted in violation of certain provisions of the Quebec *Consumer Protection Act,* ch. P-40.1 and the C.C.Q. when, among other things, they allegedly failed to repair and/or replace, free of charge, leased water heaters following the Storm;

WHEREAS the Defendants take the position that the Proposed Class Action is ill-founded in fact and law;

WHEREAS the Applicant takes the position that the Proposed Class Action is well-founded in fact and law;

WHEREAS the Parties, without any admission of liability whatsoever and solely for the purposes of avoiding the costs of further litigation, have agreed to fully and definitively settle any and all claims encompassed by the Proposed Class Action out of Court and to enter into a transaction within the meaning of sections 2631 and following of the C.C.Q.;

WHEREAS the Parties agree that the contemplated settlement will benefit the Class Members, and that it is just, reasonable and appropriate;

WHEREAS for the purposes of entering into this Agreement only and conditional upon the necessary approvals by the Court to give full effect to this Agreement, as required by law, the Defendants will consent to the authorization of the Proposed Class Action for settlement purposes only.

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

II. DEFINITIONS

The following definitions shall apply to this Agreement, including its preamble and Schedules.

"**Agreement**" means this Agreement, including the Schedules and any subsequent amendments thereto, together with any other subsequent terms that the Parties may see fit to add hereto, subject to the Court's approval;

"**Applicant**" means Mr. Emil Levkovsky;

"**Application**" means the *Application to Authorize the Bringing of a Class Action* filed by the Applicant on or about September 16, 2024 before the Superior Court of Quebec, Judicial District of Montreal, in the court file bearing docket number 500-06-001332-242;

"**Bounce Back**" means an email that is returned to the sender because it cannot be delivered for any reason whatsoever;

"**Buyback**" means an invoice sent by the Defendants providing for the buyback of the leased water heater following the Storm and until July 1, 2025;

"**C.C.P.**" means the *Code of Civil Procedure*, ch. C-25.01;

"**C.C.Q.**" means the *Civil Code of Québec*, ch. CCQ-1991;

"**Class**" means the class proposed by the Applicant in the Application, as modified by the Agreement, namely:

> All persons who leased a water heater from HydroSolution and whose water heater was damaged by the Storm on or around August 9, 2024 and who were charged a Buyback from the Defendants until July 1, 2025.

"**Class Counsel**" means the law firm LPC Avocats;

"**Class Counsel Fees and Disbursements**" means the total amount representing all fees and disbursements, inclusive of all applicable taxes, payable to Class Counsel in accordance with section X;

"**Class Member**" means a member of the Class that did not exclude himself or herself in accordance with section VI and article 580 C.C.P. and who meets the following cumulative criteria:

(a) he or she had an active lease for a water heater with HydroSolution during the Storm;

(b) he or she experienced flooding or other water damage as a result of the Storm, which damaged the leased water heater; and

(c) he or she was charged a Buyback by HydroSolution.

"**Counsel**" means Class Counsel and/or Counsel for the Defendants, depending on the context;

"**Counsel for the Defendants**" means Stikeman Elliott LLP;

"**Court**" means the Superior Court of Quebec sitting in the Judicial District of Montreal;

"**Credit**" means an amount that shall be automatically applied toward any amounts that become due and payable by a Class Member to HydroSolution under an active lease, whether for ongoing or outstanding obligations, during the next one to two billing cycles, in connection with that lease;

"**Defendants**" means HydroSolution S.E.C., Enercare Recharge LP and HydroSolution Ltée (also collectively referred to as "**HydroSolution**");

"**Exclusion Period**" means the period of thirty (30) days following the publication and dissemination of the Notice of Hearing to Approve the Agreement in accordance with article V.7, during which time the Class Members who so desire may exercise their Right of Exclusion;

"**Final**" means, when used in relation to a judgment or judicial order, the time at which said judgment or order has been entered and all rights of appeal therefrom have been exhausted, such that the judgment or judicial order has acquired the status of *res judicata*;

"**Fonds d'aide**" means the Fonds d'aide aux actions collectives created pursuant to the *Act respecting the Fonds d'aide aux actions collectives*, chapter F-3.2.0.1.1;

"**Notice of Hearing to Approve the Agreement**" means the notice informing the Class Members of the hearing to obtain the Court's approval of the Agreement (Schedule A (both in French and in English) hereto) scheduled for September 18, 2025, at 9:00 a.m.;

"**Notice of the Approval of the Agreement**" means the notice informing the Class Members that the Agreement has been approved by the Court (Schedule B (both in French and in English) hereto);

"**Notices**" means both (i) the Notice of Hearing to Approve the Agreement; and (ii) the Notice of the Approval of the Agreement;

"**Objection**" means an objection by a Class Member to the Agreement made in accordance with the terms and conditions set forth in section VII and article 590 C.C.P.;

"**Parties**" means, collectively, the Applicant and the Defendants;

"**Proposed Class Action**" means the class action sought by the Applicant by way of the Application;

"**Released Claims**" means any and all claims, demands, rights, and causes of action of any nature whatsoever, known or unknown, past, present or future, whether in tort, contract or under any other right at law, existing under federal or provincial law, that either the Applicant or any Class Member, had, has or may have, directly or indirectly, against the Released Persons and arising out of or in any way related to the facts or causes of action alleged in the Application, including the supporting exhibits. For greater certainty, the release is only given by the members of the Class as defined above;

"**Right of Exclusion**" means the right of a Class Member to exclude himself or herself from the Agreement in accordance with the terms and conditions set forth in section VI and article 580 C.C.P.;

"**Released Persons**" means the Defendants, including their respective employees, shareholders, directors, officers, predecessors, successors, subsidiaries, affiliated companies, groups or divisions, insurers, agents, representatives, mandataries and any person representing them or acting on their behalf;

"**Retention Offer**" means a promotion offered by HydroSolution to a Class Member who signed a new lease for a water heater with HydroSolution following the Storm and until July 1, 2025;

"**Schedules**" means any and all of the documents that the Parties have attached to the Agreement. It is understood that the Parties may, without the Court's approval or authorization, make non-material amendments to the form and content of the Schedules, provided such amendments comply with the provisions of the Agreement;

"**Storm**" means the storm that affected the several areas in the province of Quebec on or about August 9, 2024, as defined in the Application as "Hurricane Debby";

"**Undeliverable**" means mail that is returned to the sender because it cannot be delivered for any reason whatsoever;

"**Undertaking**" means the Defendants' undertaking not to pursue any of the Class Members for the Buyback, including interest, late fees, penalties or any other amounts related directly or indirectly to the Buyback, which undertaking shall be effective by operation of the Approval Order becoming Final;

III. SCOPE AND EXTENT OF THE AGREEMENT

1. The preamble, definitions and Schedules form an integral part of this Agreement.

2. Through the Agreement, the Parties wish to finally and definitively settle among themselves and on behalf of the Class Members the Released Claims, in accordance with the terms and conditions of the Agreement.

3. The Agreement is conditional upon the Court approving it in its entirety, except for section X, failing which the Agreement shall automatically become null and void and will not give rise to any right or obligation in favour of or against the Parties and the Class Members.

IV. NO ADMISSION OF LIABILITY

4. Regardless of whether this Agreement is approved, terminated, or rendered null and void, neither this Agreement nor any of its terms, negotiations, documents, discussions, proceedings, or actions undertaken in connection with it, shall be deemed, construed, or interpreted as an admission by the Defendants of any violation of law, any wrongdoing or liability, or the truth of any conduct, statements, acts, or omissions alleged in the Application and its supporting exhibits.

V. PROCEDURE FOR PRE-APPROVAL ORDER

5. Within five (5) days following execution by the Parties of this Agreement, the Applicant will apply to the Court to obtain:

   (a) an order of the Court approving a modification to the Application as it relates to the definition of the Class;

   (b) an order of the Court authorizing the Proposed Class Action (as amended) and appointing the Applicant as representative for the purposes of settlement only;

   (c) an order of the Court approving the Notice of Hearing to Approve the Agreement, in a form substantially similar to Schedule A, and its method of publication and dissemination; and

   (d) an order of the Court approving the deadline for the Class Members to exercise their Right of Exclusion (namely, the "**Exclusion Period**") and the deadline for them to file an Objection;

   (together, the "**Pre-Approval Order**").

6. If applicable, during the hearing, Class Counsel and Counsel for the Defendants will make joint representations to the Court with a view to obtaining the Pre-Approval Order.

7. The Notice of Hearing to Approve the Agreement will be published and disseminated in the following manner:

   (a) within ten (10) days following the Pre-Approval Order, Class Counsel will update its bilingual webpage on Class Counsel's website (i.e., www.lpclex.com) providing access to an electronic copy of the Notice of Hearing to Approve the Agreement and the Agreement and will also post these documents on the Quebec Class Action Registry of the Court;

(b) within ten (10) days following the Pre-Approval Order, Class Counsel will send a bilingual email to all persons who signed-up on its bilingual webpage dedicated to this case containing a hyperlink to the Notice of Hearing to Approve the Agreement; and

(c) within ten (10) days following the Pre-Approval Order, the Defendants will send a copy of the Notice of Hearing to Approve the Agreement to the last known home address or email address of each Class Member, as the case may be, it being understood that no additional step will be required from the Defendants should the mail be Undeliverable or the email Bounce Back.

8. It is understood that should the Court refuse to grant the Pre-Approval Order as requested and suggest changes to the Pre-Approval Order that either of the Parties reasonably perceive as a material change, then, upon written notice by Counsel to the other Counsel, the Agreement will be automatically null and void and will not give rise to any right or obligation in favour of or against the Parties.

VI. EXCLUSION FROM THE AGREEMENT

9. The Class Members each have a Right of Exclusion.

10. The exercise of a Right of Exclusion entails the loss of any benefit from the Agreement and the loss of the status of Class Member.

11. A Class Member wishing to exercise his or her Right of Exclusion must send by mail (preferably by registered or certified mail) to the clerk of the Superior Court of Quebec, sitting in the Judicial District of Montreal, or to Class Counsel by email (jzukran@lpclex.com), a written request duly signed by the Class Member containing the following information:

(a) the Court docket number: S.C.M. no. 500-06-001332-242;

(b) the name and contact information of the Class Member who is exercising his or her Right or Exclusion, including the Class Member's email address;

(c) a confirmation that he or she wishes to exercise his or her Right of Exclusion; and

(d) his or her signature.

12. The written request of a Class Member wishing to exercise his or her Right of Exclusion must be post-marked or emailed prior to the expiry of the Exclusion Period.

13. The Class Members who have not exercised their Right of Exclusion in accordance with the above-referenced procedure will be deemed to have chosen to participate in the Agreement and will be bound by the terms and conditions of the Agreement following its approval by the Court and by all judicial orders subsequently rendered by the Court, if any.

14. Within ten (10) days following the expiry of the Exclusion Period, Class Counsel shall, upon request, inform Counsel for Defendants of any Class Member who has exercised his or her Right of Exclusion and provide a copy of all written requests received during the Exclusion Period.

VII. OBJECTION TO THE AGREEMENT

15. A Class Member wishing to raise an Objection to or comment on the Agreement before the Court prior to, or during, the hearing may do so by informing Class Counsel by email (jzukran@lpclex.com), at least five (5) days prior to the hearing, by communicating by a document containing the following information:

(a) the Court docket number: S.C.M. no. 500-06-001332-242;

(b) the name and contact information of the Class Member who is raising an Objection, including the Class Member's email address;

(c) the detailed grounds for the Objection; and

(d) his or her signature.

VIII. PROCEDURE FOR APPROVAL ORDER

16. On the day following the date at which the Exclusion Period expires, the Applicant will apply to the Court to obtain:

(a) an order of the Court approving the Agreement in accordance with article 590 C.C.P.; and

(b) an order of the Court approving the Notice of the Approval of the Agreement, in a form substantially similar to Schedule B, and its method of publication and dissemination;

(together, the "**Approval Order**")

17. Said application prepared by the Applicant in accordance with article 16 will be served by Class Counsel on the Fonds d'aide and on the Defendants.

18. During the hearing, Class Counsel and Counsel for the Defendants will make joint representations to the Court with a view to obtaining the Approval Order. For greater certainty, Counsel for the Defendants will make no representations with respect to Class Counsel Fees, other than a declaration to the effect that they have negotiated and agreed to pay them.

19. It is understood that should the Court refuse to grant the Approval Order as requested and suggest changes to the Approval Order that either of the Parties reasonably perceive as a material change, then, upon written notice by Counsel to the other Counsel, the Agreement will be automatically null and void and will not give rise to any right or obligation in favour of or against the Parties.

20. The Notice of the Approval of the Agreement will be published and disseminated in the following manner:

(a) within fourteen (14) days following the Approval Order becoming Final, Class Counsel will post an electronic copy of the Notice of the Approval of the Agreement on the bilingual website created by Class Counsel for this case (i.e., www.lpclex.com) and will also post this document on the Quebec Class Action Registry of the Court;

(b) within thirty (30) days following the Approval Order becoming Final, in the case of Class Members entitled to receive a one-time payment in the form of a cheque, the Defendants will send a copy of the Notice of the Approval of the Agreement by regular mail to the last known home address of each Class Member, along with their cheque, it being understood that no additional step will be required from the Defendants should the mail be Undeliverable;

(c) within thirty (30) days following the Approval Order becoming Final, in the case of Class Members entitled to receive a one-time payment in the form of a Credit, the Defendants will send a copy of the Notice of the Approval of the Agreement to the last known home address or email address of each Class Member, as the case may be, it being understood that no additional step will be required from the Defendants should the mail be Undeliverable or the email Bounce Back;

(d) within thirty (30) days following the Approval Order becoming Final, in the case of Class Members entitled to receive an Undertaking, the Defendants will send a copy of the Notice of the Approval of the Agreement to the last known home address or email address of each Class Member, as the case may be, it being understood that no additional step will be required from the Defendants should the mail be Undeliverable or the email Bounce Back.

21. Notwithstanding article 591 C.C.P., the Notices will be the only notices Class Members will receive with respect to the Agreement, and no notice will be published or disseminated to the Class Members thereafter.

IX. COMPENSATION TO CLASS MEMBERS

22. In consideration for the Released Claims, each Class Member will be entitled to receive either a one-time payment in the form of a cheque or a Credit, or an Undertaking (the "**Compensation**") from the Defendants, in accordance with their respective situation.

23. The Compensation shall be the following in the form of collective recovery:

1) For Class Members who paid the Buyback:

(a) a Class Member who (i) paid the Buyback to HydroSolution, and (ii) is no longer a client of HydroSolution, shall be entitled to a one-time payment of $200 issued in the form of a cheque;

(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 Credit (if the Class Member is still an active client of HydroSolution at the time of payment, failing which the Class Member shall receive a cheque);

(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 Credit (if the Class Member is still an active client of HydroSolution at the time of payment, failing which the Class Member shall receive a cheque);

2) For Class Members who paid the Buyback in part:

(a) a Class Member who (i) partially paid the Buyback to HydroSolution, (ii) for whom no new water heater was leased from HydroSolution, shall be entitled to a one-time payment of $100 issued in the form of a cheque;

(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 Credit (if the Class Member is still an active client of HydroSolution at the time of payment, failing which the Class Member shall receive a cheque);

3) <u>For Class Member who did not pay the Buyback at all:</u>

(a) a Class Member in the situation of the Applicant, as alleged in the Application, who did not pay the Buyback at all, shall benefit from the Undertaking.

24. The Compensation provided in article 23 will be delivered as follows:

(a) within thirty (30) days following the Approval Order becoming Final, in the case of Class Members entitled to receive a one-time payment in the form of a cheque, 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;

(b) within thirty (30) days following the Approval Order becoming Final, in the case of Class Members entitled to receive a one-time payment in the form of a Credit, the Defendants will apply the Credit to the Class Member's HydroSolution account, which shall then in turn be automatically applied toward any amount that becomes due and payable by a Class Member to HydroSolution under an active lease, whether for ongoing or outstanding obligations, during the next one to two billing cycles, in connection with that lease (if the Class Member is still an active client of HydroSolution at the time of payment, failing which the Class Member shall receive a cheque in accordance with article 24 (a)).

25. The Compensation will be provided to the Class Members regardless of whether any Class Member claimed or received any amount from his or her insurance in respect of the Storm and/or the Buyback.

26. Any individual who believes they are entitled to Compensation as a result of the Agreement, but who did not receive the Notice of Approval of the Agreement, may contact Class Counsel by email (jzukran@lpclex.com) within three (3) months from the date the Notices of Approval of the Agreement are sent. In the email, the individual must provide their email address, home address, and details regarding their situation. Class Counsel will then reach out to Counsel for the Defendants, who will validate the claim made and confirm whether the individual is entitled to Compensation.

27. Any uncashed cheques may be cancelled by the Defendants six (6) months after they have been mailed. The funds stemming from these cancelled cheques will be paid (i) first, according to law and if applicable, to the Fonds d'aide; and (ii) second, any remaining balance will be donated to a charity chosen by the Defendants that has a connection with the issues raised in the Application (e.g., environmental causes) and approved by the Court.

28. Following the execution and implementation of the Agreement, there shall be no surplus amount remaining for remittance, reparation or compensation to any Class Member or any third party, including the Fonds d'aide (except, as applicable, the amounts of the undeposited cheques, as provided in article 27), and there shall be no benefit to Class Members, Class Counsel or the Applicant other than the Compensation provided at article 24 and the payment of the Class Counsel Fees in accordance with section X.

29. Within three (3) months following the cancellation of the uncashed cheques, the Defendant will prepare a short report to be presented to the Court, which will include including the information required by the *Regulation of the Superior Court of Québec in civil matters* and petition to the Court for the issuance of a closing order.

X. RELEASE AND DISCHARGE

30. The Applicant, in his own name and on behalf of all Class Members, and on behalf of their respective agents, mandataries, representatives, heirs, successors and assigns, if any, will be deemed to have, and by operation of the Approval Order becoming Final, will have, fully, finally and irrevocably released, relinquished, and discharged the Released Persons from any and all Released Claims.

XI. CLASS COUNSEL FEES AND DISBURSMENTS

31. The Defendants agree to pay to Class Counsel, in full and final compensation for the Class Counsel Fees and Disbursements the total lump sum of $115,000.00 (plus GST and QST), inclusive of all fees and disbursements, or any lesser amount approved by the Court.

32. Class Counsel hereby confirms that it has already reimbursed all advances issued by the Fonds d'aide.

33. Said payment shall be remitted by the Defendants to Class Counsel and Disbursements within ten (10) days following the order of the Court approving the Class Counsel Fees and Disbursements becoming Final subject to Class Counsel providing an invoice to the Defendants.

34. In the context of the Approval Order, Class Counsel will apply to the Court to obtain approval of Class Counsel Fees and Disbursements. It is understood between the parties that the Agreement will remain valid and executory, notwithstanding the amount ultimately determined by the Court as Class Counsel Fees and Disbursements.

XII. OTHER FEES OR COSTS

35. Other than the amounts expressly provided for in the Agreement, the Defendants will not be liable to pay any other costs, fees or disbursements to the Applicant, to Class Members or to Class Counsel. For greater certainty, the costs associated with the implementation and execution of the Agreement which have not been specifically provided for in the Agreement, if any, will be borne by the person who has incurred them, and their reimbursement may not be claimed from any of the Parties.

36. For avoidance of doubt, the Defendants shall assume the entirety of the costs related to all notices and payments provided herein, and the costs to translate this Agreement and its Schedules, all of which shall be paid separately from and on top of the Compensation.

XIII. TERMINATION

37. In the event that:

(a) the Court does not authorize the Proposed Class Action as a class proceeding for the purposes of settlement only;

(b) there is an appeal from the Pre-Approval Order or the Approval Order; or

(c) the Court declines to approve the Agreement or any part hereof in a manner deemed by either of the Parties, acting reasonably, to be a material change;

this Agreement shall be automatically terminated, null and void, have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

38. If the Agreement is terminated, any order authorizing the Proposed Class Action, including but not limited to the Class definition and common issues alleged in the Application, shall be vacated, declared null and void, and of no force or effect. The Parties shall revert to their positions as of immediately prior to execution of this Agreement, and all persons shall be estopped from asserting otherwise.

39. Within ten (10) days of such termination having occurred, upon written request by the Defendants, Class Counsel shall destroy all documents and materials relating to the Agreement that were provided by the Defendants, including any documents and materials containing or reflecting information derived from those documents and materials. If Class Counsel has disclosed any such documents or information to any third party, Class Counsel shall also recover and destroy those documents or information. Class Counsel shall provide the Defendants with written confirmation of the destruction.

XIV. ADMISSIBILITY AS EVIDENCE

40. Neither the Agreement, nor anything contained herein, nor any of the negotiations or proceedings connected to it, nor any related document, nor any other action taken to carry out the Agreement shall be referred to, offered as evidence or received in evidence in any pending or future civil, criminal, regulatory or administrative action or proceeding against the Released Persons.

41. Notwithstanding the above, the Agreement may be referred to or offered as evidence in a proceeding to approve or enforce the Agreement, to defend against the assertion of Released Claims, and as otherwise required by law.

XV. MEDIA

42. Except for the Notices or as may be required by law, the Parties shall not issue any press release or make any unsolicited public statement in connection with the Application, the Proposed Class Action, or this Agreement. Class Counsel further undertakes not to solicit media attention or make any proactive media statements regarding the Application, the Proposed Class Action, or this Agreement. Class Counsel may respond to unsolicited media requests, but only for the purpose of accurately describing this Agreement and promoting its virtues. Both Parties agree not to make any disparaging statements about the other Party or their respective counsel.

XVI. FINAL PROVISIONS

43. The Agreement and the Schedules hereto constitute the full and entire Agreement between the parties.

44. The Agreement and the Schedules hereto supersede all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements and agreements in principle in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Agreement, unless expressly incorporated herein.

45. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties.

46. The Court has exclusive jurisdiction regarding the implementation, execution, interpretation, management and application of the Agreement and its Schedules, and any litigation that may arise therefrom. The Agreement and its Schedules will be governed by and construed in accordance with the laws in force in the Province of Quebec, Canada, and the Parties submit to the exclusive jurisdiction of the Superior Court of Quebec, in the Judicial District of Montreal, in this regard.

47. Any notification, request, instruction or other document to be given by one Party to the other (other than class-wide notification) shall be in writing (including email) and transmitted to:

If to Defendants:

Me Éric Azran
Me Alexa Teofilovic
Stikeman Elliott LLP
1155, René-Lévesque Blvd. W.
Suite 4100
Montreal, Quebec, H3B 3V2
eazran@stikeman.com
ateofilovic@stikeman.com

If to the Applicant:

Me Joey Zukran
Me Léa Bruyère
LPC Avocats
276 St-Jacques Street
Suite 801
Montreal, Quebec, H2Y 1N3
jzukran@lpclex.com
lbruyere@lpclex.com

48. Each counsel or other person executing this Agreement or any of its appendices on behalf of any Party hereby warrants that such person has the full authority to do so.

49. The Parties agree that the consideration provided to the Class Members and the other terms of the Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with legal counsel.

50. The Parties agree that the Agreement is a transaction within the meaning of articles 2631 and ff. C.C.Q.

51. This Agreement 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. A complete set of original counterparts will be filed with the Court.

52. The Parties hereby acknowledge that they have agreed that this Agreement be drawn in English. / *Les Parties reconnaissent avoir convenu que la présente entente soit rédigée 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, August 13, 2025

EMIL LEVKOVSKY

Montreal, August _____, 2025

HYDROSOLUTION, S.E.C.

By:
Title:

Montreal, August _____, 2025

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

By: Tracy Li
Title: Director

Montreal, August _____, 2025

HYDROSOLUTION LTÉE

By: Nicolas Ayotte
Title: President

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED:

Montreal, August 13, 2025

EMIL LEVKOVSKY

Montreal, August 14, 2025

Nicolas Ayotte

HYDROSOLUTION, S.E.C.

By:
Title:

Montreal, August _____, 2025

ENERCARE RECHARGE LIMITED PARTNERSHIP

By:
Title:

Montreal, August 14, 2025

Nicolas Ayotte

HYDROSOLUTION LTÉE

By: Nicolas Ayotte
Title: President