

## INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT is made as of the 27<sup>th</sup> day of September, 2022.

### BETWEEN:

**WARATAH CAPITAL ADVISORS LTD.**, a company incorporated under the laws of the Province of Ontario, Canada

(the "Advisor")

### AND:

**DECISIVE DIVIDEND CORPORATION**, a company amalgamated under the laws of the Province of British Columbia, Canada

(the "Corporation")

### WHEREAS:

- A. The Advisor, on behalf of Waratah Performance LP (the "Purchaser"), has subscribed for Units of the Corporation, each Unit comprised of one Common Share and one-half Warrant, pursuant to the Subscription Agreement and, on behalf of certain other Funds, exercises control or direction over additional Common Shares; and
- B. It is a condition of the closing of the purchase of Units pursuant to the Subscription Agreement that the Advisor, on its own behalf and for the benefit of the Funds, and the Corporation enter into this Agreement pursuant to which the Corporation grants certain rights to the Advisor and the Funds.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

## ARTICLE 1 INTERPRETATION

### Section 1.1 Defined Terms

For the purposes of this Agreement (including the recitals and the Schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**affiliate**" means, with respect to the a Person, any other Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person and, for certainty, the Advisor and the Funds shall be affiliates for the purposes of this Agreement;

"**Agreement**" means this Investor Rights Agreement, as may be supplemented or amended in writing from time to time;

**"Business Day"** means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Kelowna, British Columbia or Toronto, Ontario;

**"Change of Control"** means a transaction or proposed transaction that results in a Person and Persons acting jointly or in concert with such Person, acquiring beneficial ownership over more than fifty percent (50%) of the issued and outstanding Common Shares;

**"Common Shares"** mean the common shares in the capital of the Corporation;

**"Control Person Percentage"** means a sufficient percentage of Common Shares (and any Convertible Securities) that the Advisor and/or the Funds would become a "control person" (within the meaning of applicable securities laws and rules and policies of the TSX Venture Exchange or such other stock exchange upon which the Common Shares are listed at the applicable time) (the **"Control Person Percentage"**);

**"Convertible Securities"** means all securities convertible, exchangeable or exercisable into Common Shares, including without limitation all options, warrants, convertible debt and other rights to acquire Common Shares;

**"DRIP"** means the Corporation's Dividend Reinvestment and Cash Purchase Plan dated December 2018, as such plan is amended, modified or otherwise replaced from time to time;

**"Funds"** means, at any time, the funds and other investment vehicles managed, controlled or advised by the Advisor at such time;

**"Investment"** means the investment by the Purchaser in Units pursuant to the Subscription Agreement(s);

**"Partially Diluted Basis"** means, in respect of the Common Shares as at a particular date, the number or percentage of Common Shares that would be issued and outstanding, assuming the exercise of all Convertible Securities held by the Funds (and all other Convertible Securities remained unexercised);

**"Parties"** means the Advisor and the Corporation, and **"Party"** means any one of them;

**"Person"** means and includes any individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning;

**"Permitted Purpose"** has the meaning given to it in Section 3.2;

**"Perspectives"** has the meaning given to it in Section 3.2;

**"Pre-Issuance Percentage"** means, with respect to the Funds and in respect of a particular issuance of securities of the Corporation that is subject to Section 3.1 hereof, the aggregate number of Common Shares beneficially owned by the Funds on a Partially Diluted Basis on the later of: (i) the date of the Transaction (which will close concurrently with, or promptly following the Investment), after giving effect to the Investment and the Transaction; (ii) the date of the most recent issuance of securities of the Corporation that was subject to Section 3.1 hereof but excluding

any intervening issuance of Common Shares or Convertible Securities referred to in clauses (i) through (v) of Section 3.1(e) hereof which did not give rise to a pre-emptive right of the Purchasers, but including any intervening issuance of Common Shares or Convertible Securities referred to in clauses (vi) of Section 3.1(e) hereof and any market purchases by Purchasers since such date; and (iii) the date of any amalgamation, arrangement, merger or other business combination involving the Corporation, and provided that the maximum Pre-Issuance Percentage shall be deemed to be the Control Person Percentage, less one Common Share;

“**Purchaser**” has the meaning given to it in the Recitals;

“**Subscription Agreement(s)**” means the subscription agreement dated September 22, 2022 entered into between the Advisor, on behalf of the Purchaser, and the Corporation; and

“**Transaction**” means the purchase by the Corporation through a wholly-owned subsidiary of all of the issued and outstanding shares of ACR Heat Products Limited.

“**Warrants**” means the Common Share purchase warrants entitling the Purchasers to purchase additional Common Shares in accordance with the terms of the Subscription Agreement and the certificate representing the Warrants; and

“**Unit**” means a unit comprised of one Common Shares and a one-half Warrant.

## **Section 1.2 Gender and Number**

Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

## **Section 1.3 Headings, etc.**

The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.

## **Section 1.4 Certain Phrases, etc.**

In this Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation" and (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". The expressions "Recital", "Article", "Section" and other subdivisions followed by a number mean and refer to the specified Recital, Article, Section or other subdivision of this Agreement. In the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

# **ARTICLE 2 NATURE OF AGREEMENT**

## **Section 2.1 No Partnership**

Nothing in this Agreement is intended to nor will be deemed to constitute or construed so as to constitute any Party as the partner, agent trustee, employee, employer, joint venture, or representative of any other party for any purpose, or to create any relationship of partnership, agency, trust, employment, joint venture or any other fiduciary or other relationship similar to the foregoing. No Party shall have, nor

shall it represent to any person to have, any authority to enter into any contract, commitment or agreement on behalf of any other party or to make any representation or incur any obligation in the name of or on behalf of any other Party. Except as provided herein or as the Parties may otherwise agree, each Party shall have the right to engage in and receive the full benefits from any independent business activities or operations, whether or not competitive with the business activities and operations carried on by the other Party, without consulting with, or incurring any obligation to, the other Party, and each Party will be free to pursue and derive the benefits of all such future business opportunities as such Party sees fit without reference to or restriction by doctrines of "corporate opportunity" or "business opportunity" or other similar doctrines, all of which the Parties expressly agree shall not apply to the Parties in their dealings with each other.

### **ARTICLE 3 COVENANTS**

#### **Section 3.1 Covenants of the Corporation re: Pre-Emptive Right of the Purchasers**

- (a) The Corporation agrees that for so long as the Funds in aggregate collectively hold Common Shares representing at least ten percent (10%) of the issued and outstanding Common Shares calculated on a Partially Diluted Basis, subject to Section 3.1(e) below, the Funds shall be entitled (but not required) to participate in any issuances to third parties of Common Shares or any Convertible Securities, such that the Funds will, following the completion of any such issuance, beneficially own Common Shares (and Convertible Securities) resulting in ownership of not less than the Pre-Issuance Percentage of Common Shares on a Partially Diluted Basis as the Funds beneficially owned immediately prior to such issuance. .
- (b) The Corporation shall give to the Advisor (on behalf of the Funds) written notice of any proposed issuance of Common Shares or Convertible Securities which will trigger the right of the Funds pursuant to Section 3.1(a) hereof, at least five Business Days prior to the proposed date of issuance thereof. Such notice shall state that the Corporation is proposing to issue Common Shares or Convertible Securities and set out the material terms of the proposed issuance, including the proposed issue price.
- (c) The Advisor shall have the right to purchase on behalf of the Funds some or all of the Common Shares or Convertible Securities which it is entitled to purchase pursuant to this Section 3.1, and the Advisor, on behalf of such Funds, shall provide written notice to the Corporation within five Business Days following receipt of the notice contemplated by this Section 3.1 of the number of Common Shares or Convertible Securities, as the case may be, if any, it intends to purchase in connection with the proposed transaction. If the Advisor does not give any notice to the Corporation on behalf of the Funds within such five Business Day period, the Advisor and the Funds shall be deemed to have waived their respective rights to acquire the securities under this Section 3.1 and the Corporation shall be entitled, within the period of 60 days following the expiry of such five Business Day period following the Advisor's receipt of the notice, to complete the issuance of Common Shares or Convertible Securities to third party subscribers on the terms and conditions contained in the notice to the Advisor on behalf of such Funds. If no such transaction is completed within such 60 day period, the Corporation will be required to again comply with the provisions of this Section 3.1 before completing such transaction.
- (d) If the Advisor provides notice to the Corporation that it wishes to purchase, on behalf of the Funds, some or all of the Common Shares or Convertible Securities which such Funds

are entitled to purchase under this Section 3.1, the Corporation shall be obligated to issue to such Funds as designated by the Advisor, and the Advisor shall be obligated to cause such Funds to purchase from the Corporation, such Common Shares or Convertible Securities concurrently with the completion of the issuance of Common Shares or Convertible Securities to third party subscribers on the terms provided in the notice given pursuant to Section 3.1(b).

- (e) The provisions of this Section 3.1 shall not apply to the issue of Common Shares or any Convertible Securities: (i) to directors, officers, employees and consultants (and any other eligible participants) of the Corporation or any of its affiliates pursuant to any securities based compensation plan of the Corporation; (ii) in connection with the employment or engagement of any individual as an employee of or consultant to the Corporation or any of its affiliates; (iii) upon exercise of any securities based compensation, warrant or convertible security of the Corporation outstanding as of the date of the Investment or issued after the date of the Investment in accordance with this Agreement; (iv) to one or more vendors pursuant to share purchase agreements or asset purchase agreements entered into by the Corporation and/or its affiliates in connection with direct or indirect acquisition of target companies, businesses or assets; (v) pursuant to the Corporation's dividend reinvestment and share purchase plan in effect from time to time; (vi) pursuant to an amalgamation, arrangement, merger or other business combination involving the Corporation, or any transaction which is or could reasonably be expected to result in a Change of Control; or (vii) any issuance of securities where the Advisor or the Funds are not eligible or qualified to participate pursuant to applicable securities laws. For the purposes of calculating whether the Advisor and the Funds have satisfied the 10% threshold in Section 3.1(a) hereof, any issuances of Common Shares or any Convertible Securities pursuant to clauses (i) through (v) of this Section 3.1(e) or in which the Funds were not permitted to participate pursuant to clause (vii) of this Section 3.1(e) since the last issuance of securities that was subject to Section 3.1(a) shall be disregarded and, for greater certainty, upon an issuance of Common Shares or Convertible Securities becoming subject to Section 3.1(a) hereof, the Funds shall be entitled to purchase Common Shares and/or Convertible Securities such that their beneficial ownership of Common Shares is equal to not less than the Fund's Pre-Issuance Percentage. If the next following offering of Common Shares or Convertible Securities is not of a sufficient size for the Funds to exercise their rights in full to achieve their Pre-Issuance Percentage, such rights will be exercisable on the following subsequent issuances of Common Shares or Convertible Securities by the Corporation.
- (f) The Corporation acknowledges and agrees that the Advisor shall have sole discretion to determine which of the Funds will participate in any offering of securities contemplated hereby.
- (g) The Corporation agrees that, upon request by the Advisor on a quarterly basis, it will as soon as practicable and in any event within three business days provide the Advisor with current information regarding the number of issued and outstanding Common Shares, Convertible Securities or other Corporation securities, the number of securities that have been issued under each of Section 3.1(e)(i) through (vii), and, if the Advisor provides current information as to the Funds' holdings of securities of the Corporation along with such request, the Funds' Pre-Issuance Percentage including, in each case, reasonable detail of the calculations in respect thereof.

- (h) The Advisor on its own behalf and on behalf of the Funds, covenants and agrees that, upon receipt of request from the Corporation on a quarterly basis, and periodically (subject to up to a maximum of three (3) additional times annually) when the Corporation is considering a financing involving the issuance of Common Shares and/or Convertible Securities, provide to the Corporation within two business days of receipt of such request, written confirmation of Common Shares and Convertible Securities beneficially owned or over which control or direction is exercised, by the Advisor and the Funds.

### **Section 3.2 Voting Support Covenant of the Advisor and the Purchasers**

The Advisor, on its own behalf and on behalf of each of the Funds that own securities of the Corporation, hereby agrees at all times until the earlier of: (i) 12 months from the Closing Date; and (ii) such date as the Funds and the Advisor collectively directly or indirectly beneficially own, or exercise control or direction over, less than 10% of the issued and outstanding Common Shares on a Partially Diluted Basis:

- (a) to cast, or cause to be cast, all votes attached to the Common Shares directly or indirectly beneficially owned, or over which control or direction is exercised, by the Advisor or the Funds in favour of electing the individuals nominated by the Corporation for election as a director of the Corporation;
- (b) not to do any of the following without the prior written consent of the Corporation:
  - (i) make or support a shareholder proposal for consideration at a meeting of holders of Common Shares that is not supported by management of the Corporation;
  - (ii) provide any proxy to any Person other than the Advisor or the management nominees of the Corporation; and
  - (iii) tender or sell Common Shares pursuant to a private or public take-over bid (within the meaning of applicable securities laws) that is not recommended by the board of directors of the Corporation.

### **Section 3.3 Purchasers' Subscription Agreements**

The Parties acknowledge and agree that the number of Units issued to the Purchaser pursuant to the Subscription Agreement(s) will represent greater of: (a) \$5,000,000; and (b) 70% of an aggregate of \$● Units issued pursuant to a broader concurrent private placement of Units, subject to a maximum of \$7,000,000, and that the gross proceeds of a broader concurrent private placement will not exceed \$10 million, with a individual investors making a minimum investment of \$150,000.

### **Section 3.4 Expense Reimbursement**

The Corporation covenants to the Advisor and the Purchasers that it will be responsible for all reasonable costs and expenses incurred by the Advisor on behalf of the Purchaser(s) in connection with the Investment, including all reasonable legal fees and disbursements, documentation preparation and review and due diligence expenses, subject to a maximum reimbursement of \$■■■■■ for legal fees (unless the Corporation otherwise agrees in writing).

## ARTICLE 4 TERMINATION

### Section 4.1 Termination

- (1) This Agreement may be terminated at any time by written agreement of the Parties.
- (2) This Agreement shall be terminated upon; (i) an amalgamation, arrangement, merger or other business combination involving the Corporation, or any transaction which is or could reasonably be expected to result in a Change of Control; or (ii) the Advisor and the Purchasers no longer collectively beneficially owning or exercising control or direction over less than 5% of the issued and outstanding Common Shares of the Corporation, calculated on a Partially Diluted Basis from time-to-time.
- (3) Upon termination of this Agreement, each Party shall no longer thereafter have any further liability or obligation to the other Party under this Agreement, excepting any claims, liabilities or damages that arose under this Agreement prior to the date of termination.

## ARTICLE 5 MISCELLANEOUS

### Section 5.1 Notices.

Any notice, direction or other communication (each a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier or facsimile or email transmission and addressed:

- (a) If to the Corporation:

Decisive Dividend Corporation  
#260, 1855 Kirschner Road  
Kelowna, BC, V1Y 4N7

Attention: Jeff Schellenberg  
Email: jeff@decisivedividend.com

- (b) If to the Advisor or any of the Funds:

Waratah Capital Advisors Ltd.  
1133 Yonge Street, 5<sup>th</sup> Floor  
Toronto ON, M4T 2Y7

Attention: Legal  
Email: 

A Notice is deemed to be delivered and received (i) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, and (ii) if transmitted by email, on the Business Day following the date of confirmation of transmission by the originating email message. Any Party may change

its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

### **Section 5.2 Advisor is Acting on Behalf of the Funds**

The Corporation acknowledges and agrees that (i) the Advisor is entering into this Agreement on behalf of itself and on behalf of the Funds, (ii) the Advisor is holding all rights exercisable by the Funds under this Agreement for the benefit of the Funds, and (iii) the Advisor has the sole right to make any determinations on behalf of the Funds hereunder, including the right to determine the allocation of any securities to be purchased hereunder as between one or more of the Funds. Except as otherwise provided in Section 3.2 and this Section 5.2, no Person that is not a Party shall be entitled to the benefit of any provisions of this Agreement or have any rights hereunder. Except for the Funds, no person that is not a party shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. Notwithstanding the foregoing, the Corporation acknowledges to each of the Funds the direct rights against it under this Agreement. To the extent required by law to give full effect to these direct rights, the Corporation and the Advisor agree and acknowledge that the Advisor is acting as trustee of, and holds the entitlements and benefits of such provisions in trust for, the Funds. The Parties reserve their right to vary or rescind at any time and in any way whatsoever, the rights, if any, granted by or under this Agreement to any person that is not a Party, without notice to or consent of such person.

### **Section 5.3 Participation in DRIP**

The Corporation acknowledges and agrees that (i) the Advisor will have full discretion to, from time to time, cause the Funds to participate in the DRIP up to the Control Person Percentage (and beyond the Control Person Percentage in the event that regulatory approval and any applicable shareholder approval is obtained) and (ii) the Corporation will not exercise its rights under Section 1.3.5 of the DRIP (or any similar rights) to deny the Funds a right to participate in the DRIP (unless such exercise is for the purpose of the Corporation complying with regulatory requirements). The Corporation agrees that it will use its commercially reasonable efforts, from time to time and on request of the Advisor, to facilitate withdrawal of Common Shares issued under DRIP pursuant to Section 1.6.1 of the DRIP and transfer such Common Shares into one or more accounts of the Funds as designated by the Advisor. For greater certainty, nothing in this Agreement requires the Corporation to maintain the DRIP or to obtain any regulatory or shareholder approval to permit the Funds to participate in the DRIP beyond the Control Person Percentage, or fetters the discretion of the board of directors of the Corporation in declaring dividends on its Common Shares, provided that Corporation does not prejudice the Advisor or the Funds (and for greater certainty, the Advisor and the Funds shall not be considered to be prejudiced as a result of not being able to participate in the DRIP beyond the Control Person Percentage).

### **Section 5.4 Amendments.**

This Agreement may only be amended, supplemented or otherwise modified by written agreement executed by the Parties.

### **Section 5.5 Waiver.**

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a

waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

**Section 5.6 Entire Agreement.**

This Agreement, together with the Subscription Agreement and Warrant Certificate, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the subject matter hereof. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Subscription Agreement and the Warrant Certificate.

**Section 5.7 Successors and Assigns.**

- (1) This Agreement is binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.
- (2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

**Section 5.8 Severability**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**Section 5.9 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

**Section 5.10 Attornment.**

For the purpose of all legal proceedings this Agreement will be deemed to have been performed in Ontario, Canada and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Parties each attorn to the jurisdiction of the courts of the Province of Ontario.

**Section 5.11 Public Disclosure.**

The Parties acknowledge that the Corporation may be required to file this Agreement with the TSX Venture Exchange, as well as on SEDAR as a material contract. Prior to doing so, the Corporation will provide the Advisor with a reasonable opportunity to comment as to whether any provisions are of such a nature that they can, under Canadian securities laws, be redacted from this Agreement prior to filing and will give reasonable consideration to any such comments. Subject to the foregoing, all press releases and other public disclosure will be mutually coordinated and any Party required to make disclosure as aforesaid will, to the extent reasonably possible, give the other Party advance notice thereof, together with a copy or other particulars of the disclosure intended to be made. Notwithstanding the foregoing, once public

disclosure of this Agreement and/or the terms and conditions thereof has been made, the Corporation shall be entitled to make further public disclosure of this Agreement and the terms and conditions thereof in substantially the same form in subsequent disclosure documents of the Corporation.

**Section 5.12 Counterparts.**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic means) and all such counterparts taken together will be deemed to constitute one and the same instrument.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**WARATAH CAPITAL ADVISORS LTD., on its own  
behalf and on behalf of each of the Funds**

By: (signed) "Dimitri Michalopoulos"

Name: Dimitri Michalopoulos  
Title: CCO & CCO, Director

**DECISIVE DIVIDEND CORPORATION**

By: (signed) "Jeff Schellenberg"

Name: Jeff Schellenberg  
Title: Chief Executive Officer