

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is made as of April 29th, 2025.

AMONG:

JONATHAN W.F. MCCAIN, an individual resident in Toronto, Ontario (the “**Shareholder**”)

- and -

MAPLE LEAF FOODS INC., a corporation existing under the *Canada Business Corporations Act* (“**MLF**”)

RECITALS:

WHEREAS, in connection with an arrangement agreement entered into concurrently with the execution of this Agreement among MLF, 16923534 Canada Inc. (“**Newco**”) and Canada Packers Inc. (“**Subco**”) (as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms, the “**Arrangement Agreement**”), MLF is proposing to separate its existing business into two independent, publicly listed companies on the terms set forth in the Arrangement Agreement (the “**Proposed Spin-Off**”): (i) MLF, which will operate MLF’s consumer packaged goods protein business, and (ii) Canada Packers (as defined below), which will operate the “Pork Complex” business currently carried on by MLF, by way of a statutory plan of arrangement (the “**Plan of Arrangement**”) under section 192 of the *Canada Business Corporations Act* (the “**Arrangement**”);

AND WHEREAS the Shareholder is the beneficial owner, directly or indirectly, of the Subject Shares (as defined below);

AND WHEREAS the Shareholder holds outstanding DSUs;

AND WHEREAS in accordance with the terms of the Support Agreement (as defined below), the Shareholder has agreed to enter into this Agreement;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Shareholder to take certain actions and to do certain things, including, but not limited to, voting any Subject Shares that may be voted at any meeting of any of the securityholders of MLF (including the Meeting (as defined below)) in favour of the Arrangement Resolution (as defined below);

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Arrangement Agreement and/or Plan of Arrangement. In this Agreement, including the recitals:

“**affiliate**” means, when describing a relationship between two Persons, that either: (a) one of them is under the direct or indirect control of the other; or (b) each of them is directly or indirectly controlled by the same Person;

“**Agreement**” means this voting support agreement dated as of the date hereof between the Shareholder and MLF, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms;

“**Arrangement Resolution**” means the special resolution of MLF Shareholders approving the Arrangement to be considered at the Meeting, substantially in the form of the resolution included as Schedule B hereto;

“**Canada Packers**” means the corporation to be formed on the amalgamation of Newco and Subco in accordance with the Plan of Arrangement, which will be named Canada Packers Inc.;

“**Effective Time**” means the effective time of the Arrangement;

“**Expiry Time**” has the meaning ascribed thereto in Section 4.1;

“**Meeting**” means the annual and special meeting of MLF Shareholders (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to, among other things, consider and, if deemed advisable, approve the Meeting Resolutions;

“**Meeting Resolutions**” means, together, (i) the Arrangement Resolution and (ii) the Option Plan Resolution;

“**MLF Shareholder**” means, as of any time, a holder of Shares at such time;

“**Notice**” has the meaning ascribed thereto in Section 4.8;

“**Option Plan Resolution**” means the ordinary resolution of MLF Shareholders approving the Option Plan of Canada Packers, to be adopted as of the Effective Time, to be considered at the Meeting, substantially in the form of the resolution included as Schedule C hereto;

“**Parties**” means the Shareholder and MLF and “**Party**” means any one of them;

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity;

“**Shares**” means the common shares in the capital of MLF;

“**Subject Shares**” means all Shares beneficially owned, directly or indirectly, by the Shareholder or any of his affiliates, including the Shares listed on Schedule A and any Shares acquired directly or indirectly by the Shareholder or any of his affiliates subsequent to the date hereof, and includes all securities which such Subject Shares may be converted into, exchanged for or otherwise changed into and any Shares in respect of which voting rights are or may become subsequent to the date hereof, directly or indirectly, controlled or directed by the Shareholder or any of his affiliates;

“Support Agreement” means the amended and restated support agreement among Michael Harrison McCain, McCain Capital Inc, the Shareholder and MLF dated November 12, 2024, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms; and

“Voting Support Outside Date” means 11:59 p.m. (EST) on December 31, 2026, or such later date as may be agreed to by the Parties in writing.

1.2 Headings

The division of this Agreement into Articles, Sections and Schedules, and the insertion of the recitals and headings, are for convenient reference only and do not affect the construction or interpretation of this Agreement, and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.3 Governing Law

This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, in each case without reference to conflict of law rules. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and waives objection to the venue of any proceeding in such court and further agrees that it shall in no way assert or claim that such court provides an inconvenient forum.

1.4 Incorporation of Schedules

Each of Schedule A, Schedule B and Schedule C hereto, for all purposes hereof, forms an integral part of this Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to MLF (and acknowledges that MLF is relying on these representations and warranties in connection with the entering into of this Agreement) the matters set out below:

- (a) The Shareholder has the legal capacity to enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by MLF, constitutes a legal, valid and binding agreement of the Shareholder enforceable by MLF against the Shareholder in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court of competent jurisdiction may exercise in the granting of equitable remedies such as specific performance and injunction.
- (b) The Shareholder exercises control or direction over, all of the Subject Shares. Other than the Subject Shares and all DSUs registered in the name of the Shareholder,

neither the Shareholder nor any of his affiliates beneficially owns, or exercises control or direction over any additional securities, or any securities convertible or exchangeable into any additional securities, of MLF or any of his affiliates and the Shareholder does not have any interest in or right to acquire any other securities of MLF, whether through derivative interests, securities lending arrangements or otherwise.

- (c) The Shareholder is the beneficial owner of the Subject Shares.
- (d) The Shareholder has the sole right to vote or direct the voting of the Subject Shares.
- (e) No Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition, voting or transfer of any of the Subject Shares or any legal or economic interest therein or right thereto.
- (f) No consent, approval, order or authorization of any Person is required to be obtained by the Shareholder or any affiliate of the Shareholder in connection with the execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of its obligations under this Agreement.
- (g) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against or, to the knowledge of the Shareholder, threatened against or affecting the Shareholder or any of his affiliates that, individually or in the aggregate, would materially adversely affect in any manner the Shareholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (h) None of the Subject Shares is subject to any proxy, voting trust, vote pooling or other agreement, whether present or contingent, with respect to the right to vote, call meetings of any of MLF's securityholders or give consents or approvals of any kind, except pursuant to this Agreement.
- (i) None of the execution and delivery by the Shareholder of this Agreement or the completion of the transactions contemplated hereby or by the Arrangement Agreement and the Plan of Arrangement or the compliance by the Shareholder with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of:
 - (i) any contract to which the Shareholder or any of his affiliates is a party or by which the Shareholder or any of his affiliates is bound;
 - (ii) any judgment, decree, order or award of any Governmental Authority binding on or otherwise relating to the Shareholder; or
 - (iii) any Applicable Law.

2.2 Representations and Warranties of MLF

MLF represents and warrants to the Shareholder (and acknowledges that the Shareholder is relying on these representations and warranties in connection with the entering into of this Agreement) the matters set out below:

- (a) MLF is a corporation duly organized and validly existing under the laws of its jurisdiction of organization and has the requisite corporate power and authority to

enter into and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by MLF and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding agreement of MLF, enforceable by the Shareholder against MLF in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court of competent jurisdiction may exercise in the granting of equitable remedies such as specific performance and injunction.

- (b) Other than consent of the lenders to MLF which consent has been obtained as of the date hereof, no consent, approval, order or authorization of, or declaration or filing with, any Person is required to be obtained by MLF in connection with the execution and delivery of this Agreement by MLF and the performance by MLF of its obligations under this Agreement.
- (c) There are no claims, actions, suits, audits, proceedings, investigations or other actions pending against, or, to the knowledge of MLF, threatened against or affecting MLF or any of his affiliates or properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on MLF's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.
- (d) Subject to the receipt of consent of the lenders to MLF which consent has been obtained as of the date hereof, none of the execution and delivery by MLF of this Agreement or the completion of the transactions contemplated hereby or by the Arrangement Agreement and the Plan of Arrangement or the compliance by MLF with its obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating documents of MLF; (ii) any contract to which MLF is a party or by which MLF is bound; (iii) any judgment, decree, order or award of any Governmental Authority binding on or otherwise relating to MLF; or (iv) any Applicable Law.

ARTICLE 3 COVENANTS

3.1 Covenants

- (a) The Shareholder hereby covenants with MLF that he will not, and he will ensure that none of his affiliates will, directly or indirectly, from the date of this Agreement until the Expiry Time:
 - (i) other than as set forth herein, grant or agree to grant any proxies or powers of attorney, deliver any voting instruction form, deposit any Subject Shares into a voting trust or pooling agreement, or enter into a voting agreement, commitment, understanding or arrangement, oral or written, with respect to the voting of any Subject Shares on the Meeting Resolutions; or
 - (ii) requisition or join in the requisition of any meeting of any of the securityholders of MLF for the purpose of considering any resolution which is inconsistent with either of the Meeting Resolutions.

- (b) The Shareholder hereby covenants, undertakes and agrees from the date of this Agreement until the Expiry Time, to cause to be counted as present for purposes of establishing quorum and to vote (or cause to be voted) all the Subject Shares at any meeting of any of the securityholders of MLF at which the Shareholder or any beneficial owner of Subject Shares is entitled to vote on the Meeting Resolutions, including the Meeting:
- (i) in favour of the approval, consent, ratification and adoption of the Meeting Resolutions and the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement (and any actions reasonably required or reasonably determined by MLF to be desirable or appropriate for the consummation of or to otherwise facilitate the transactions contemplated by the Arrangement Agreement and the Plan of Arrangement (including any adjournment of any such meeting of any of the securityholders of MLF, including the Meeting)); and
 - (ii) against any action proposed by any securityholder of MLF or any other Person: which (A) is inconsistent with the Proposed Spin-Off; or (B) would reasonably be regarded as being likely to prevent, delay or reduce the likelihood of the successful completion of the Proposed Spin-Off.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement will terminate and be of no further force or effect:

- (a) automatically upon the earliest to occur of (the “**Expiry Time**”):
 - (i) the date on which the Arrangement Agreement is terminated in accordance with its terms;
 - (ii) the Effective Time;
 - (iii) the Voting Support Outside Date; and
 - (iv) MLF publicly announcing its intention not to proceed with the Arrangement;
- (b) upon the mutual agreement in writing of the Shareholder and MLF; and
- (c) upon written notice by the Shareholder to MLF if MLF, without prior written consent of the Shareholder, substantially varies the Arrangement or any terms or conditions thereof, in each case, in a manner that is material and adverse to the Shareholder.

4.2 Disclosure

The Shareholder consents to this Agreement being made publicly available, including by filing on the System for Electronic Document Analysis and Retrieval+ (SEDAR+), and the details of this Agreement being described in any information circular or other public disclosure document prepared by MLF in connection with the Proposed Spin-Off (including the Circular, any material change report and court documents), provided that MLF shall (to the extent practicable and legally

permissible) make commercially reasonable efforts to provide the Shareholder with a reasonable opportunity to review and comment on any disclosure therein regarding this Agreement.

4.3 Time of the Essence

Time is of the essence of this Agreement.

4.4 Effect of Termination

Neither the termination of this Agreement nor anything contained in Section 4.1 will relieve any Party from any liability for any breach by it of this Agreement prior to the termination of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein, and Article 1 and Sections 4.5-4.12 shall survive termination.

4.5 Equitable Relief

The Parties agree that irreparable harm could occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, in addition to any other remedies at law or in equity that a Party may have, the Parties shall be entitled to seek injunctive and other equitable relief to prevent breaches of this Agreement and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. Each of the Parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. In any legal proceeding relating to this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all of its reasonable costs and expenses, including reasonable legal fees, incurred in connection with such proceeding. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

4.6 Waiver; Amendment

Each Party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each of the Parties or in the case of a waiver, by the Party against whom the waiver is to be effective. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). 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.

4.7 Entire Agreement

This Agreement and the Support Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings among the Parties with respect thereto.

4.8 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (each, a "**Notice**") will be in writing and will be sufficiently given if delivered (either in

person or by courier) or transmitted by email (with confirmation of transmission) at the following addresses:

(a) To MLF:

6897 Financial Drive
Mississauga, Ontario, L5N 0A8

Attention: Suzanne Hathaway, SVP, General Counsel, Communications and
Corporate Secretary

E-mail: Legal@mapleleaf.com

With a copy to:

Blake Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario, M5L 1A9

Attention: Tim Andison

E-mail: tim.andison@blakes.com

(b) To the Shareholder:

Jonathan W.F. McCain

[REDACTED – PERSONAL INFORMATION]

Attention: Jonathan McCain

Email: **[REDACTED – PERSONAL INFORMATION]**

with copies (which shall not constitute notice) to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario
M5H 2S7

Attention: Neill May and Brad Ross

Email: nmay@goodmans.ca and brross@goodmans.ca

All Notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) upon sending if sent by electronic mail, with electronic confirmation of sending; (c) one business day after being sent by North American recognized overnight carrier to the appropriate addresses set forth below; or (d) when actually delivered if sent by any other method that results in delivery (with written confirmation of receipt). The failure to send a copy of a Notice or other communication to legal counsel does not invalidate delivery of that Notice or other communication to a Party.

4.9 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement

and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

4.10 Successors and Assigns

The provisions of this Agreement will be binding upon and enure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, successors and permitted assigns, provided that no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other Parties, provided that MLF may assign all or part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, any of his affiliates, provided that if such assignment and/or assumption takes place, MLF shall continue to be liable jointly and severally with such affiliate for all of its obligations hereunder.

4.11 Further Assurances

Each Party will, with reasonable diligence, do all things and provide such further documents or instruments as may be reasonably necessary or desirable to fulfill its obligations under this Agreement.

4.12 Counterparts

This Agreement may be executed in counterparts (including counterparts by email) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed PDF or similar executed electronic copy of this Agreement, and such PDF or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

4.13 Fiduciary Duty

Nothing herein shall restrict or limit Jonathan W.F. McCain, in his capacity as a director and/or officer of MLF, from taking any action required to be taken in the discharge of his fiduciary duty as a director and/or officer of MLF.

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IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed as of the date first written above.

(signed) "*Jonathan W.F. McCain*"

JONATHAN W.F. MCCAIN

MAPLE LEAF FOODS INC.

By: (signed) "*David Smales*"

Name: David Smales

Title: Chief Financial Officer

By (signed) "*Suzanne Hathaway*"

Name: Suzanne Hathaway

Title: SVP, General Counsel,
Communications and Corporate
Secretary

SCHEDULE A

Subject Shares

Name of Securityholder	Number and Class of Shares
Andover Capital Corporation	140,000 Common Shares

SCHEDULE B

Arrangement Resolution

BE IT RESOLVED THAT:

1. The arrangement (the "Arrangement") under Section 192 of the *Canada Business Corporations Act* (the "CBCA") involving Maple Leaf Foods Inc. ("Maple Leaf Foods"), Canada Packers Inc. ("Subco"), 16923534 Canada Inc. ("Newco") and the holders of Maple Leaf Foods common shares, pursuant to the arrangement agreement among Maple Leaf Foods, Subco and Newco dated April 29, 2025, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "Arrangement Agreement") as more particularly described and set forth in the management information circular of Maple Leaf Foods dated May 1, 2025 (the "Circular") accompanying the notice of this annual and special meeting, as the same may be modified, amended, or supplemented, is hereby authorized, approved and adopted.
2. The plan of arrangement (the "Plan of Arrangement") of Maple Leaf Foods, the full text of which is set out in Appendix "A" to *Schedule "C"* to the Circular, as the Plan of Arrangement may be modified or amended in accordance with its terms, is hereby authorized, approved and adopted.
3. The (i) Arrangement Agreement and all the related actions contemplated therein; (ii) actions of the directors of Maple Leaf Foods in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of Maple Leaf Foods in executing and delivering the Arrangement Agreement, and any modifications, supplements or amendments thereto in accordance with its terms, and causing the performance by Maple Leaf Foods of its obligations thereunder, are hereby ratified and approved.
4. The entry into of the governance agreement among Subco, Michael H. McCain, McCain Capital Inc. and Maple Leaf Foods is hereby authorized and approved.
5. Maple Leaf Foods is hereby authorized to apply for a final order from the Ontario Superior Court of Justice (Commercial List) (the "Court") to approve the Arrangement on the terms set forth in the Plan of Arrangement.
6. Notwithstanding that this resolution has been duly passed by the shareholders of Maple Leaf Foods or that the Arrangement has been approved by the Court, the Board of Directors of Maple Leaf Foods is hereby authorized and empowered in its sole and absolute discretion without further notice to or approval of the shareholders of Maple Leaf Foods to (i) determine when to file the articles of arrangement in respect of the Arrangement; (ii) amend, modify or supplement the Plan of Arrangement or the Arrangement Agreement, to the extent permitted by their terms; and (iii) decide not to proceed with the Arrangement or revoke this resolution at any time prior to the issuance of a certificate giving effect to the Arrangement.
7. Any one director or officer of Maple Leaf Foods is hereby authorized and directed for and on behalf of Maple Leaf Foods to execute, under the seal of Maple Leaf Foods or otherwise, and to deliver articles of arrangement to the Director under the CBCA for filing and such other documents as are necessary or desirable to give effect to the Arrangement

and the Plan of Arrangement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and such other documents.

8. Any one director or officer of Maple Leaf Foods is hereby authorized and directed, for and on behalf of Maple Leaf Foods, to execute or cause to be executed, under the corporate seal of Maple Leaf Foods or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in the opinion of such director or officer may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE C

Option Plan Resolution

BE IT RESOLVED THAT:

1. The share option plan of Canada Packers Inc. ("Canada Packers"), the principal terms of which are described in the management information circular of Maple Leaf Foods dated May 1, 2025 (the "Circular") accompanying the notice of this annual and special meeting, is hereby authorized, approved and ratified, as the stock option plan of Canada Packers.
2. Any one director or officer of Maple Leaf Foods is hereby authorized and directed, for and on behalf of Maple Leaf Foods, to execute or cause to be executed, under the corporate seal of Maple Leaf Foods or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in the opinion of such director or officer may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.