

## Execution Copy

**THIS AMENDED AND RESTATED GOVERNANCE AGREEMENT** dated February 21, 2017 and, except for Section 5, effective as of the Effective Time between Michael Harrison McCain (“**MHM**”), McCain Capital Inc. (“**MCI**”) and Maple Leaf Foods Inc. (the “**Company**”).

### RECITALS:

- A. MHM, McCain Capital Corporation (“**MCC**”) and the Company entered into a governance agreement dated the 28<sup>th</sup> day of July, 2011 (the “**Original Governance Agreement**”) in connection with an estate planning reorganization transaction that ultimately resulted in the acquisition by MHM, directly or indirectly through another MHM Party, of all of the shares owned by MCC, together with certain additional shares owned by Elmar Holdco Limited.
- B. Contemporaneously with the entering into of the Original Governance Agreement, the board of directors of the Company (the “**Board**”) adopted a shareholder rights plan, which was subsequently amended and restated as of December 5, 2011 (the “**SRP**”).
- C. The Board has determined that it is in the best interests of the Company to amend and restate the Original Governance Agreement on the terms and conditions of this Agreement: (a) to allow the SRP to expire in accordance with its terms and to eliminate impediments to the accumulation of shares by third parties; (b) upon the expiry of the SRP, to regulate in a similar manner dispositions by MCI, MHM and his family of their shareholdings and to cap their ownership of shares and rights and entitlements to acquire shares at 45%; (c) to ensure that a majority of directors nominated for election to the Board are independent of the McCain family; (d) to give the Board flexibility with respect to share issuances and repurchases and generally with respect to capital allocation decisions; and (e) in order to address the intergenerational transfer of McCain family shareholdings.

**NOW, THEREFORE**, in consideration of the respective representations, warranties, covenants, agreements and conditions hereinafter set forth and for such good and other consideration as the parties hereby acknowledge, and, intending to be legally bound hereby, the parties hereby agree as follows:

### **Section 1. Definitions**

Wherever used in this Agreement, the words and terms set out in Schedule A have the meanings given in such Schedule.

### **Section 2. Effective Time**

Except for this Section 2 and Section 5, which shall be effective immediately, this Agreement shall take effect as and from the expiry of the SRP in accordance with its terms upon the termination of the annual meeting of shareholders of the Company to be held in 2017 (the “**Effective Time**”). The Original Governance Agreement and the SRP shall each remain in force in accordance with their respective terms until such time, provided that if the event contemplated by Section 6(c) of the Original Governance Agreement occurs prior to the Effective Time, the Original Governance Agreement shall not terminate as a result thereof. Effective as of the Effective Time, the Original

Governance Agreement shall be amended and restated in its entirety in accordance with Section 18 of this Agreement.

**Section 3. Board Composition**

- (a) Subject to Section 9(b) and paragraph 9 of Schedule D, the McCain Family Parties acting through the McCain Family Representative shall have the right to cause the Board to nominate for election to the Board, on any date on which such nominations are made by the Board, a number of nominees who are qualified to be directors of the Company under applicable law proportionate to the aggregate number of Shares beneficially owned, or over which control or direction is exercised, by the McCain Family Parties from time to time (each such nominee, an “**McCain Nominee**”); provided that, notwithstanding any other provision of this Agreement, where the calculation for determining the number of McCain Nominees pursuant to this Section 3 provides for a number of McCain Nominees that would be greater than or equal to the number Non-McCain Nominees, the number of McCain Nominees shall be capped such that the Non-McCain Nominees shall always constitute a majority of the directors on the Board (the “**McCain Nominee Cap**”).

The calculation of any proportionate number of directors which results in a fraction: (i) in excess of one-half shall be rounded up to the next whole number; or (ii) equal to or less than one-half shall be rounded down to the next whole number. At any time the numerator for calculating the proportionate ownership interest of Shares beneficially owned, or over which control or direction is exercised by the McCain Family Parties shall be the aggregate number of issued and outstanding Shares beneficially owned, or over which control or direction is exercised, by the McCain Family Parties at such time, and the denominator shall be the number of issued and outstanding Shares at such time.

By way of example where the size of the Board is set at 10 and the McCain Family Parties’ proportionate ownership interest of Shares is equal to:

- (i) 35.78%, then the McCain Family Parties shall be entitled to nominate four directors (rounding up). If the size of the Board is set at nine, then the McCain Family Parties shall be entitled to nominate three directors (rounding down); or
- (ii) 50%, then this Section 3 would provide that the McCain Family Parties would be entitled to nominate four directors; although the calculations pursuant to this Section 3 would otherwise result in the McCain Family Parties being entitled to nominate five directors (which would result in an equal number of McCain Nominees and Non-McCain Nominees on the Board), the number of McCain Nominees would be reduced to four as a result of the McCain Nominee Cap (which would result in a majority of Non-McCain Nominees on the Board).
- (b) The Company shall take any and all steps necessary and advisable to: (i) nominate each McCain Nominee as a director of the Company; (ii) recommend to the

Company's shareholders that the shareholders vote in favour of such McCain Nominees; and (iii) subject to the Voting PoA, cause all proxies received by the Company to be voted in the manner specified by such proxies.

- (c) The Company shall at least 60 days before the scheduled mailing of the management proxy circular notify the McCain Family Representative of the number of directors proposed to be elected at the next meeting of the shareholders of the Company. The selection of nominees to be nominated by the McCain Family Parties pursuant to Section 3(a) will be evidenced by a written instrument delivered by the McCain Family Representative to the Corporate Governance Committee of the Board at least 35 days before the scheduled mailing of the management proxy circular of the Company in which the nominees will be named, and the Corporate Governance Committee of the Board shall promptly review the qualifications of the nominees selected by the McCain Family Representative and notify the McCain Family Representative within 15 days after receipt of such written instrument if it disapproves, acting reasonably, of any of them. The McCain Family Parties will replace any nominee not approved by the Corporate Governance Committee of the Board acting reasonably with another proposed nominee, evidenced by written instrument delivered by the McCain Family Representative to the Corporate Governance Committee of the Board, and the Corporate Governance Committee of the Board shall promptly, in a good faith endeavour to complete the selection before the scheduled management proxy circular mailing date, notify the McCain Family Representative if it disapproves, acting reasonably, of the replacement nominee, and so on until the McCain Family Representative and the Corporate Governance Committee of the Board, acting in good faith, agree to the selection of the nominees of the McCain Family Parties. Failure by the Corporate Governance Committee of the Board to notify the McCain Family Representative of its approval or disapproval of the McCain Family Parties' selections in accordance herewith shall be deemed to constitute approval by the Corporate Governance Committee of the Board of such selections.
- (d) All directors other than those nominated pursuant to Section 3(a) will be identified by the Corporate Governance Committee of the Board (or such other committee of the Board that has responsibility for the nomination of directors from time to time) and nominated by the Company and shall be independent of, and not have a material relationship with, management of the Company or any McCain Family Party or any Person acting jointly or in concert with any such Persons (each such director, an "**independent director**") and shall, in addition, be an "independent director" for the purposes of National Instrument 52-110 - *Audit Committees* (together, the "**Non-McCain Nominees**").
- (e) Each nominee for election to the Board hereunder shall be qualified to be a director of the Company under applicable law.
- (f) The McCain Family Representative and each McCain Family Party shall complete and cause the management forms of proxy in respect of all Shares of the Company that he, she or it is entitled to vote at any meeting of shareholders (for clarity, taking into account for this purpose the provisions of paragraph 7 of Schedule D) at which directors are to be elected to be validly executed and delivered to management of

the Company to be voted at any such meeting (or any adjournment thereof) in favour of the election of each of the nominees nominated in accordance with Section 3(a) and Section 3(d), and to not withdraw those forms of proxy.

- (g) Notwithstanding the foregoing provisions of this Section 3, if in connection with any meeting of the shareholders of the Company: (i) the Board has determined in good faith, that it is in the best interests of the Company to select nominees for election to the Board at the next meeting of shareholders other than in accordance with Section 3(d); and (ii) the Board has provided written notice to the McCain Family Representative, not less than 45 days prior to the meeting of the Company's shareholders at which the Board proposes to nominate directors not selected in accordance with Section 3(d) identifying the nominees that the Board proposes to nominate not in accordance with Section 3(d), the Board may select nominees other than in accordance with Section 3(d) and in connection with any such meeting, the McCain Family Parties shall not be required to vote in favour of the Board's nominees, provided that: (A) if the Company has individual voting for each director (and not slate voting) and if majority voting requirements apply to that election of directors (a requirement, whether by policy or by law, that, if any one or more director nominees in an uncontested election fails to receive more votes in favour of their election than votes against or withheld from their election (as the case may be), such director nominee(s) may be required to resign or will not be elected as a matter of law (as the case may be)), the McCain Family Parties shall be required to vote for any nominees selected in accordance with Section 3(d); and (B) the McCain Family Parties shall not be required to vote for any nominees not selected in accordance with Section 3(d) and may nominate for election alternative nominees to the nominees that were not selected in accordance with Section 3(d). If the Board selects all nominees for election to the Board at any subsequent meeting of shareholders in accordance with Section 3(a) and Section 3(d) , the McCain Family Parties shall be required to vote in favour of the Board's nominees, provided that the McCain Family Parties may vote for any director who was nominated by the McCain Family Representative following receipt of notice contemplated in this Section 3(g) and shall vote in favour of that number of the Board's nominees up the maximum number of directors to be elected at any such meeting.
- (h) In the event that one third or more of the directors who are elected at a meeting of shareholders (other than those nominated in accordance with Section 3(a)) do not qualify for nomination pursuant to Section 3(d), the McCain Family Parties shall not thereafter be required to comply with the provisions of this Section 3.
- (i) Notwithstanding the foregoing, if there is a Contested Election, the McCain Family Parties shall not be required to comply with the provisions of Section 3(f) or Section 3(g) during the Contested Election and shall not be required to comply with the provisions of Section 3(f) or Section 3(g) after a Contested Election if the outcome of the Contested Election has resulted in the removal and/or replacement of any of the McCain Nominees or one third or more of the directors who qualify for nomination pursuant to Section 3(d) serving on the Board immediately prior to the Contested Election. For the purposes hereof, "**Contested Election**" shall mean

any action taken by a Person (other than MHM, his Affiliates, the McCain Family Parties or Persons acting jointly or in concert with MHM or the McCain Family Parties) to, directly or indirectly: (i) engage in, participate in, or in any way initiate, directly or indirectly, any "solicitation" (as such term is defined in the Canada Business Corporations Act) of proxies or consents, with respect to the voting of any shares of the Company; (ii) initiate, propose or otherwise engage in a solicitation of shareholders of the Company to vote any shares of the Company on any matter; or (iii) seek, alone or in concert with others: (A) to requisition or call a meeting of shareholders of the Company, (B) to obtain representation on, or nominate or propose the nomination of any candidate for election to, the Board except as otherwise set forth in this Agreement, or (C) to effect the removal of any member of the Board or otherwise alter the composition of the Board, and, in each such case, there is a reasonable prospect that the action might result in a removal and/or replacement of (x) any of the McCain Nominees, or (y) one third or more of the directors who qualify for nomination pursuant to Section 3(d) serving on the Board immediately prior to the Contested Election. For clarity, a Contested Election shall not occur as a result of the Company complying or having complied with its obligations under Section 3.

- (j) In the event that a McCain Nominee resigns in between meetings of shareholders, then, provided that the McCain Family Parties continue to hold a sufficient number of Shares at such time to entitle the McCain Family Parties to nominate a sufficient number of directors, the McCain Family Parties shall have the right to nominate a replacement director by delivery by the McCain Family Representative to the Corporate Governance Committee of the Board not later than 60 days after the public announcement of the resignation of the relevant director by the Company, and the Corporate Governance Committee of the Board shall promptly review the qualifications of the replacement director selected by the McCain Family Parties and notify the McCain Family Representative within 15 days after receipt of such written instrument if it disapproves, acting reasonably, of such replacement director. The McCain Family Parties will replace any nominee not approved by the Corporate Governance Committee of the Board acting reasonably with another selection, evidenced by written instrument delivered by the McCain Family Representative to the Corporate Governance Committee of the Board, and the Corporate Governance Committee of the Board shall promptly notify the McCain Family Representative if it disapproves, acting reasonably, of the replacement selection, and so on until the McCain Family Representative and the Corporate Governance Committee of the Board, acting in good faith, agree to the selection of the replacement director of the McCain Family Parties. Failure by the Corporate Governance Committee of the Board to notify the McCain Family Representative of its approval or disapproval of the McCain Family Representative's selection in accordance herewith shall be deemed to constitute approval by the Corporate Governance Committee of the Board of such selections.

**Section 4. McCain Family Representative**

- (a) The “**McCain Family Representative**” will be a Person appointed from time to time by the McCain Family Parties and such Person shall be the agent for and on behalf of the McCain Family Parties to: (i) execute and deliver such certificates, agreements and other documents relating to this Agreement or any of the matters contemplated by this Agreement (including with respect to any consent delivered pursuant to Section 5(b), identifying the proposed McCain Nominees for purposes of Section 3 and agreeing to amendments pursuant to Section 18); (ii) give and receive notices and communications to or from the Company (on behalf of itself and on behalf of each other McCain Family Party); (iii) consent or agree to any amendment to this Agreement; and (iv) take all actions reasonably necessary or appropriate in the judgment of the McCain Family Representative for accomplishing the foregoing.
- (b) Any notice or other communication given or received by, and any decision, action, failure to act within a designated period of time, agreement (including with respect to any amendment to this Agreement), consent, resolution or instruction of the McCain Family Representative shall constitute a notice or other communication to or by, or a decision, action, failure to act within a designated period of time, agreement (including with respect to any amendment to this Agreement), consent, resolution or instruction of all McCain Family Parties and shall be final, binding and conclusive upon each McCain Family Party and the Company and its directors, officers, employees, agents and representatives shall be entitled to rely upon any such notice or other communication to or by, or a decision, action, failure to act within a designated period of time, agreement (including with respect to any amendment to this Agreement), consent, resolution or instruction as being a notice or other communication to or by, or a decision, action, failure to act within a designated period of time, agreement (including with respect to any amendment to this Agreement), consent, resolution or instruction of each and every McCain Family Party without further enquiry.
- (c) MHM shall be the initial McCain Family Representative. The McCain Family Parties may appoint a replacement McCain Family Representative from time to time by providing a written notice to the Company (an “**Appointment Notice**”), such Appointment Notice to include: (i) a confirmation that the McCain Family Parties who have signed such notice together hold more than 50% of the Shares beneficially owned, or of which control or direction is exercised, by the McCain Family Parties (together with any Person acting jointly or in concert with a McCain Family Party); (ii) the identity of the new McCain Family Representative; and (iii) the addresses and other information for such Person required for purposes of Section 15(c). The Company shall be entitled to regard MHM (or any subsequent McCain Family Representative in respect of whom an Appointment Notice has been provided to the Company) as being the McCain Family Representative for all purposes under this Agreement and without any further enquiry until an Appointment Notice is provided to the Company with respect to a replacement McCain Family Representative.

**Section 5. Shareholder Rights Plan**

- (a) The Company shall not seek reconfirmation of the SRP by the Company's shareholders at the Company's annual meeting of shareholders to be held in 2017, and the Company shall permit the SRP to expire in accordance with its terms upon the termination of such meeting.
- (b) The Company shall not adopt a new shareholder rights plan, adopt a new bylaw, amend an existing bylaw or charter provision, or enter into any contract, that would reasonably be expected to limit, restrict, delay or impair the exercise by the McCain Family Parties of their rights under this Agreement or impede the ability of the McCain Family Parties to make Acquisitions of additional Shares or Rights to Acquire Shares subject to terms of this Agreement, provided that, notwithstanding the foregoing, the Company may adopt any such shareholder rights plan or by-law, or amend any existing by-law or charter provision, or enter into any such contract: (i) where any McCain Family Party is in breach of such Person's obligations under Section 7 of this Agreement; or (ii) upon the written consent of the McCain Family Representative. For clarity, nothing in this Section 5(b) shall in any way restrict the ability of the Company to enter into any contract or take any action to issue Shares or Rights to Acquire Shares to any Person, or to enter into any contract to agree to, or to agree to support, any acquisition or proposed acquisition of Shares (or Rights to Acquire Shares) by any Person (other than a McCain Family Party) pursuant to a take-over bid, plan of arrangement, amalgamation, business combination, recapitalization or other similar transaction.
- (c) Nothing in this Agreement shall require the McCain Family Parties to vote in favour of the adoption or ratification of any shareholder rights plan, by-law or by-law amendment or charter amendment adopted by the Company.

**Section 6. Ownership Cap**

- (a) No McCain Family Party, or Person acting jointly or in concert with a McCain Family Party, shall, directly or indirectly, acquire beneficial ownership of, or control or direction over (an "**Acquisition**") any common shares or any other shares in the capital of the Company entitled to vote generally in the election of directors (collectively, the "**Shares**") or any right or option to acquire Shares (whether under a Company Equity Compensation Plan, pursuant to the terms of a convertible security or otherwise) (each, a "**Right to Acquire Shares**") where such Acquisition would result at any time in the aggregate number of Shares beneficially owned, or over which control or direction is exercised, by the McCain Family Parties (together with any Person acting jointly or in concert with a McCain Family Party) exceeding 45% of the issued and outstanding Shares, in each case calculated as follows as of the relevant date (such percentage calculated below, the "**Ownership Percentage**"):
  - (i) 100%; multiplied by
  - (ii) the quotient of:

- (A) (1) the aggregate number of Shares beneficially owned, or over which control or direction is exercised, by the McCain Family Parties (together with any person acting jointly or in concert with a McCain Family Party); *plus* (2) the aggregate number of Shares issuable or transferrable (as the case may be) to the McCain Family Parties (or by any Person acting jointly or in concert with a McCain Family Party) pursuant to any Right to Acquire Shares held by them (assuming for this purpose that all unvested Rights to Acquire Shares are deemed to be vested and exercisable (with those subject to performance criteria being deemed to be vested at their maximum level)) and that the relevant Rights to Acquire Shares are deemed to be exercised or otherwise satisfied in accordance with their terms (all Shares in clauses (1) and (2) together being the Shares that are “**Beneficially Owned**”); *divided by*
- (B) (1) the total number of issued and outstanding Shares; *plus* (2) the aggregate number of Shares (if any) issuable from treasury to the McCain Family Parties (or any Person acting jointly or in concert with a McCain Family Party) pursuant to Section 6(a)(ii)(A)(2),

(the “**Ownership Cap**”), unless such Acquisition is made by way of a Qualifying Bid or as a result of an Exempt Action.

- (b) All Acquisitions of Shares (or Rights to Acquire Shares) by a McCain Family Party that are not made by way of a Qualifying Bid or an Exempt Action are “**McCain Family Party Actions**”. McCain Family Party Actions include (but are not limited to) Acquisitions made pursuant to: (a) normal course market purchases in accordance with applicable securities laws; (b) private agreement exemptions under applicable securities laws; and (c) treasury offerings of Shares by the Company (including by way of prospectus, private placements, rights offerings, dividend reinvestment plans (“**DRIPs**”) and similar Company-initiated transactions) (other than as contemplated by clause (iii) of the definition of Exempt Actions).

## **Section 7. Share Transfer Restrictions; Lock-ups**

- (a) No McCain Family Party shall, directly or indirectly (including by way of the transfer or other disposition of securities of any holding company or other Affiliate of such McCain Family Party, including MCI), transfer or otherwise dispose of any Shares (or Rights to Acquire Shares) to or for the benefit of any Person where that other Person would (or, in the case of a transfer or other disposition of Shares (or Rights to Acquire Shares) by the relevant McCain Family Party through the facilities of the stock exchange on which the Shares are then listed where the identity of the transferee is not known by (and cannot reasonably be determined by) such McCain Family Party, such McCain Family Party knew or ought to have known that such other Person would), following such transfer or disposition, either alone or together with other Persons acting jointly or in concert with such Person, beneficially own, or exercise control or direction over, 20% or more of the issued and outstanding Shares on the date of such transfer or other disposition, unless such transfer or other disposition is (a “**Permitted Transfer**”): (i) made pursuant to a

Third Party Qualifying Bid made by such other Person (unless a McCain Family Party has entered into a lock-up or other similar agreement in respect of such Third Party Qualifying Bid that is not a Permitted Lock-Up Agreement); (ii) to another McCain Family Party; (iii) in the case of an MHM Party, permitted by Section 9; or (iv) approved by a majority of the independent directors. Nothing in this Section 7(a) shall prohibit a McCain Family Party from pledging any Shares (or Rights to Acquire Shares) to a *bona fide* lender, provided, however, that the restrictions in this Section 7 shall apply to any transfer or other disposition of Shares (or Rights to Acquire Shares) upon the realization of any such pledge.

- (b) In the event of any purported transfer or other disposition of Shares (or Rights to Acquire Shares) by a McCain Family Party that is not a Permitted Transfer (each such transfer or other distribution, a “**Voided Transfer**”):
  - (i) such Voided Transfer shall be void to the fullest extent permitted by law; and
  - (ii) the Company shall not be required to recognize any Voided Transfer or record any Voided Transfer on its books and records, including by instructing its transfer agent not to record or otherwise recognize such Voided Transfer.
- (c) No McCain Family Party shall enter into or otherwise agree to be bound by a lock-up or other similar agreement with respect to the Shares (or Rights to Acquire Shares) beneficially owned by such McCain Family Party or over which it exercises control or direction, in connection within any takeover bid for securities of the Company (or any other similar transaction) unless such lock-up or other similar agreement is a Permitted Lock-up Agreement.

## **Section 8. Ownership Cap Exceedances**

- (a) Each of the Company and the McCain Family Parties specifically agree to the matters set forth in Schedule D and Schedule D is hereby incorporated into this Agreement by reference.
- (b) In order to better facilitate the actions (if any) required or permitted to be taken by the Company pursuant to Schedule D, each McCain Family Party shall: (i) hold its Shares in “street name” through a broker or other similar arrangement and no McCain Family Party shall be the registered holder of such Shares (whether or not certificated), except where and only for so long as the McCain Family Party seeks to hold all or a portion of its Shares in registered form in order to exercise the rights of a registered shareholder or to satisfy the requirements of a bona fide lender of such McCain Family Party; and (ii) ensure that it is at all times a “non-objecting beneficial owner” for purposes of applicable securities law, to the extent that some or all of the relevant Shares are not held in registered form.

**Section 9. Permitted Estate Transfers**

- (a) Notwithstanding Section 7, MHM may, and may cause the other MHM Parties (but not, for clarity, any Permitted Estate Transferee or any other McCain Family Party, in each case, other than MHM's estate) to, upon MHM's death or in connection with an estate planning reorganization during MHM's lifetime, transfer Shares (and, where permitted by applicable law and the provisions of the applicable Company Equity Compensation Plan, Rights to Acquire Shares) held by the relevant MHM Party to: (a) MHM's estate; or (b) one or more Permitted Heirs (such transferees together, "**Permitted Estate Transferees**" and any such transfer to a Permitted Estate Transferee, a "**Permitted Estate Transfer**"). The McCain Family Parties shall provide the Company with written notice promptly (and in any case within 10 days) following the effective date of any Permitted Estate Transfer.
- (b) Any Permitted Estate Transferee who either: (i) is (or is presumed pursuant to Section 9(c) to be) acting jointly or in concert with one or more McCain Family Parties; or (ii) beneficially owns, or exercises control or direction over (together with any Person, including any MHM Party, acting jointly or in concert with such Permitted Estate Transferee), Shares (or Rights to Acquire Shares) representing 20% or more of the issued and outstanding Shares at such time, shall be required to deliver a Joinder letter in the form attached as Schedule B (a "**Joinder Letter**") to the Company within 10 days of the effective date of such Permitted Estate Transfer. If any such Permitted Estate Transferee does not deliver a Joinder Letter within such 10 day period, then all Shares beneficially owned or over which control or direction is exercised by such Permitted Estate Transferee shall be excluded in calculating the number of McCain Nominees that may be nominated pursuant to Section 3 until such time as a Joinder Letter is delivered to the Company by the relevant Permitted Estate Transferee.
- (c) For purposes of this Agreement, each Permitted Estate Transferee will, following the transfer of any Shares (or Rights to Acquire Shares) to such Permitted Estate Transferee in accordance with Section 9(a) from time to time, be presumed to be acting jointly or in concert with each other Permitted Estate Transferee (and with each other McCain Family Party) unless he, she or it provides a statutory declaration substantially in the form attached as Schedule C and addressed to the Company declaring that he, she or it is not acting jointly or in concert with any other Permitted Estate Transferee (or any McCain Family Party) (a "**Statutory Declaration**").

Upon delivery of a Statutory Declaration by a Permitted Estate Transferee, this Agreement will terminate immediately in respect of such Permitted Estate Transferee where, as of the date of such Statutory Declaration, such Permitted Estate Transferee beneficially owns, or exercises control or direction over (together with any Person acting jointly or in concert with such Permitted Estate Transferee) Shares (or Rights to Acquire Shares) representing less than 20% of the issued and outstanding Shares at such time. For clarity, the Shares (and Rights to Acquire Shares) beneficially owned, or over which control or direction is exercised, by such Permitted Estate Transferee (together with any Person acting jointly or in concert with such Permitted Estate Transferee where such Person does not also act jointly

or in concert with any other McCain Family Party) shall cease to be included for purposes of calculating the Ownership Percentage and for purposes of calculating the number of McCain Nominees that may be nominated by the McCain Family Parties pursuant to Section 3.

**Section 10. Representations and Warranties**

- (a) MHM and MCI jointly and severally represent and warrant as follows:
- (i) Each of MHM and MCI has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby;
  - (ii) This Agreement has been duly and validly authorized (in the case of MCI), executed and delivered by MHM and MCI, constitutes a valid and binding obligation and agreement of MHM and MCI and is enforceable against each of them in accordance with its terms;
  - (iii) No MHM Party is party to, bound or affected by or subject to any contract, charter or by-law or applicable laws that would be violated, breached by or under which a default would occur as a result of the execution and delivery of, or the performance of obligations under, this Agreement, other than such violations, breaches or defaults which would not affect the ability of MHM, MCI or any other MHM Party (as the case may be) to perform his or its obligations under this Agreement; and
  - (iv) As of the date of this Agreement: (A) the McCain Family Parties collectively beneficially own, or exercise control or direction over, 46,788,658 Shares and 2,805,889 Rights to Acquire Shares under Company Equity Compensation Plans; (B) MHM, through MCI, has indirect sole beneficial ownership of and control or direction over all such Shares and Rights to Acquire Shares; and (C) no McCain Family Party beneficially owns, or exercises control or direction over, any other Rights to Acquire Shares.
- (b) The Company hereby represents and warrants as follows:
- (i) The Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby;
  - (ii) This Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms; and
  - (iii) The Company is not party to, bound or affected by or subject to any contract, charter or by-law or applicable laws that would be violated, breached by or under which a default would occur as a result of the

execution and delivery of, or the performance of obligations under, this Agreement, other than such violations, breaches or defaults which would not affect the ability of the Company to perform its obligations under this Agreement.

- (c) All representations and warranties made in this Agreement shall survive the execution of this Agreement and shall be deemed to be continuing until the termination of this Agreement.

**Section 11. Further Assurances**

- (a) The Company and each McCain Family Party shall, with reasonable diligence, do all such things, take all such actions and provide all such reasonable assurances as may reasonably be required to, and each of them shall provide such further documents, instruments or information as may reasonably be required by the Company or by the McCain Family Representative (as the case may be) as may be reasonably necessary or desirable to, from time to time, implement, approve and effect the purpose of this Agreement and carry out its provisions.
- (b) The Company and the McCain Family Parties shall negotiate in good faith, acting reasonably, any amendments to this Agreement that may be required in order to preserve the original intent of the parties to this Agreement as a result of any change in law or in the rules or policies of the Toronto Stock Exchange (or such other exchange upon which the Company's securities may be listed from time to time) relating to the subject matter of this Agreement.

**Section 12. Equitable Remedies; Breaches**

- (a) Each of the McCain Family Parties, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to another party hereto would occur in the event any of the provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that such injury would not be adequately compensable in damages or other remedies at law. It is accordingly agreed that the McCain Family Parties, on the one hand, and the Company, on the other hand, shall, in addition to any other remedy to which they may be entitled at law or in equity, and without proof of actual damages and without the requirement to post a bond or other security, each be entitled to specific enforcement of, and/or injunctive relief to prevent any violation of, the terms hereof and the other party hereto will not take any action, directly or indirectly, in opposition to the party seeking relief on the grounds that any other remedy or relief is available at law or in equity. The prevailing party in any such action shall be entitled to recover legal fees and expenses from the non-prevailing party.
- (b) Each McCain Family Party, on the one hand, and the Company, on the other hand, acknowledge that such McCain Family Party or the Company (as the case may be) shall be liable for any breach of this Agreement by any of such McCain Family Party's or the Company's (as the case may be) Affiliates, directors, officers, employees, agents or other Persons acting on behalf of such McCain Family Party

(including in the case of each McCain Family Party, the McCain Family Representative) or the Company (as the case may be).

**Section 13. Termination**

The provisions of this Agreement (including, for clarity, the Voting PoA and the Sale PoA) shall terminate upon the earliest of:

- (a) the date on which Shares are validly taken-up by a McCain Family Party pursuant to a Qualifying Bid;
- (b) the date on which the McCain Family Parties (together with Persons acting jointly or in concert with a McCain Family Party) collectively cease to beneficially own, or exercise control or direction over, at least 10% of the then-issued and outstanding Shares; provided that, if that event arises as a result of a change in the number of outstanding Shares, then this Agreement shall continue to remain in effect and shall not terminate pursuant to this Section 13(b) unless the McCain Family Parties (together with Persons acting jointly or in concert with a McCain Family Party) continue to beneficially own, or exercise control or direction over, less than 10% of the then-issued and outstanding Shares on the date that is 60 days after such date; or
- (c) the date of the dissolution or bankruptcy of the Company or of the making by the Company of an assignment under the provisions of the *Bankruptcy and Insolvency Act* (Canada).

**Section 14. Press Releases and other Public Disclosures**

- (a) Immediately following the execution and delivery of this Agreement, the Company shall issue the press release attached hereto as Schedule E (the “**Press Release**”).
- (b) The parties acknowledge that the Company will file a copy of this Agreement on SEDAR and the parties hereby consent to such filing.

**Section 15. Notices**

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):

- (a) if to the Company:  
  
Maple Leaf Foods Inc.  
30 St. Clair Avenue West  
Suite 1500  
Toronto, Ontario M4V 3A2

Attention: Corporate Secretary  
Email: rocco.cappuccitti@mapleleaf.com

with a copy (which shall not constitute notice) to:

Osler, Hoskin and Harcourt LLP  
1 First Canadian Place, Suite 6200  
Toronto, Ontario M5X 1B8

Attention: Michael Innes  
E-mail minnes@osler.com

(b) if to MHM or any other MHM Party:

Michael Harrison McCain  
30 St. Clair Avenue West  
Toronto, Ontario M4V 3A2

Email: michael.mccain@mapleleaf.com

with a copy to (which shall not constitute notice):

Davies Ward Phillips & Vineberg LLP  
155 Wellington Street West  
Toronto, Ontario M5V 3J7

Attention: Patricia Olasker  
E-mail polasker@dwpv.com

(c) the McCain Family Representative or any McCain Family Party (other than the MHM Parties):

c/o Michael Harrison McCain  
30 St. Clair Avenue West  
Toronto, Ontario M4V 3A2

Email: michael.mccain@mapleleaf.com

with a copy to (which shall not constitute notice):

Davies Ward Phillips & Vineberg LLP  
155 Wellington Street West  
Toronto, Ontario M5V 3J7

Attention: Patricia Olasker  
E-mail polasker@dwpv.com

in each case, or to such other address as the Person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

**Section 16. No Waiver**

Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

**Section 17. Successors and Assigns**

Except as set forth in this Agreement, this Agreement shall not be assignable by the parties hereto. All terms and provisions of this Agreement shall be binding on the successors and permitted assigns of the parties hereto, including, any Permitted Estate Transferee.

**Section 18. Entire Agreement; Amendments**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof as of the Effective Time (except for Section 2 and Section 5, which are effective immediately) and effective as of the Effective Time, amends and restates in its entirety the Original Governance Agreement and as of the Effective Time, there are no restrictions, agreements, promises, representations, warranties, covenants or other undertakings other than those expressly set forth in this Agreement. MHM and the Company acknowledge that MCC no longer has any rights or obligations under the Original Governance Agreement.

This Agreement may be amended only by a written instrument duly executed by the Company and the McCain Family Representative or their respective successors or assigns.

**Section 19. Governing Law**

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

**Section 20. Severability**

If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

**Section 21. Miscellaneous Matters**

- (a) Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (b) Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.

- (c) The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (d) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (e) A reference to a statute includes all regulations made pursuant to such statute.
- (f) Time is of the essence in the performance of the parties' respective obligations.
- (g) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next business day following if the last day of the period is not a business day.

**Section 22. Counterparts**

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or by email (in PDF or other similar format) and all such counterparts, facsimiles and electronic deliveries will together constitute one and the same agreement.

*[Remainder of page intentionally left blank]*

“Sandy Milne”

**WITNESS**

“Michael Harrison McCain”

**MICHAEL HARRISON MCCAIN**

**MCCAIN CAPITAL INC.**

By: “Michael Harrison McCain”

Name: Michael H. McCain

Title: President

By: \_\_\_\_\_

Name:

Title:

**MAPLE LEAF FOODS INC.**

By: “David L. Emerson”

Name: David L. Emerson

Title: Chairman of the Board

By: “W. Geoffrey Beattie”

Name: W. Geoffrey Beattie

Title: Director

***[Signature Page to Amended and Restated Governance Agreement]***

## SCHEDULE A DEFINITIONS

Wherever used in this Agreement, the following words and terms have the meanings set out below:

- (a) “**Actionable Cap Exceedance**” has the meaning given in paragraph 3 of Schedule D;
- (b) “**Acquired Excess Securities**” has the meaning given in paragraph 3 of Schedule D;
- (c) “**Acquisition**” has the meaning given in Section 6(a), and “**Acquired**” shall have a corresponding meaning;
- (d) “**Affiliate**” means, as at the date of determination, a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another Person; for the purposes of this definition, a company shall be deemed to be controlled by another Person or a group of Persons if, voting securities of the company carrying more than 50% of the votes for the election of directors are held, otherwise than by way of security, by or for the benefit of the other Person or group of Persons and the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the company, and the term “controlled” has a correlative meaning. For clarity, the term “Affiliate” with respect to the McCain Family Parties shall not include the Company;
- (e) “**Agreement**” means this amended and restated governance agreement, as the same may be further amended, supplemented and/or restated from time to time, including all schedules, and references to “**Section**” mean the specified section of this Agreement;
- (f) “**Appointment Notice**” has the meaning given in Section 4(c);
- (g) “**Beneficially Owned**” has the meaning given in Section 6(a)(ii)(A);
- (h) “**Board**” has the meaning given in Recital B;
- (i) “**business day**” means any day, other than a Saturday or Sunday, on which commercial banks in Toronto, Ontario are generally open for commercial banking business during normal banking hours;
- (j) “**Company**” has the meaning given in the Preamble;
- (k) “**Company Equity Compensation Plan**” means, collectively, all equity incentive compensation plans adopted by the Company from time to time and under which grants of options or other equity or similar compensation have been made and remain outstanding, and initially includes the Company’s 2016 Share Option Plan, the Company’s 2004 Share Incentive Plan and the Company’s 2006 Restricted Share Unit Plan;

- (l) “**Contested Election**” has the meaning given in Section 3(i);
- (m) “**Cure Notice**” has the meaning given in paragraph 5 of Schedule D;
- (n) “**DRIPs**” has the meaning given in Section 6(b);
- (o) “**Effective Time**” has the meaning given in Section 2;
- (p) “**Exceedance Notice**” has the meaning given in paragraph 1 of Schedule D;
- (q) “**Exceedance Cure Deadline**” has the meaning given in paragraph 4 of Schedule D;
- (r) “**Excess Shares**” has the meaning give in paragraph 4 of Schedule D;
- (s) “**Exempt Action**” means: (i) an Acquisition of Shares (or Rights to Acquire Shares) by a McCain Family Party under a Company Equity Compensation Plan where the relevant Acquisition would cause the Ownership Cap to be, or is made after the Ownership Cap has already been, exceeded; (ii) an Acquisition of Shares by the Company, whether by way of a normal course issuer bid, a substantial issuer bid or otherwise that has the effect of increasing the Ownership Percentage of the McCain Family Parties to or above the Ownership Cap (including after the Ownership Cap has been exceeded); and (iii) where the Ownership Cap has been exceeded by (i) or (ii) above, any Acquisition of Shares by a McCain Family Party pursuant to a treasury issuance of Shares by the Company (including by way of prospectus, private placements, rights offerings, share dividends, DRIPs and similar Company-initiated transactions) that does not have the effect of increasing the Ownership Percentage of the McCain Family Parties;
- (t) “**independent director**” has the meaning given in Section 3(d);
- (u) “**Joinder Letter**” has the meaning given in Section 9(b);
- (v) “**jointly or in concert**” has the meaning provided for by National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and any successor instrument thereto;
- (w) “**McCain Family Parties**” means, collectively, the MHM Parties together with each Permitted Estate Transferee that has delivered or is required to deliver a Joinder Letter in accordance with Section 9(b) and has not delivered a Statutory Declaration;
- (x) “**MCC**” has the meaning given in Recital A;
- (y) “**McCain Family Party Actions**” has the meaning given in Section 6(b);
- (z) “**McCain Family Representative**” has the meaning given in Section 4(a);
- (aa) “**McCain Nominee**” has the meaning given in Section 3(a);

- (bb) “**McCain Nominee Cap**” has the meaning given in Section 3(a);
- (cc) “**MCI**” has the meaning given in the Preamble;
- (dd) “**MHM**” has the meaning given in the Preamble;
- (ee) “**MHM Parties**” means, collectively, MHM, MCI and each of their respective Affiliates and, following any Permitted Estate Transfer to MHM’s estate following MHM’s death, includes MHM’s estate;
- (ff) “**Non-McCain Nominees**” has the meaning given in Section 3(d);
- (gg) “**Original Governance Agreement**” has the meaning given in Recital A;
- (hh) “**Ownership Cap**” has the meaning given in Section 6(a);
- (ii) “**Ownership Percentage**” has the meaning given in Section 6(a);
- (jj) “**Permitted Estate Transfer**” has the meaning given in Section 9(a);
- (kk) “**Permitted Estate Transferees**” has the meaning given in Section 9(a);
- (ll) “**Permitted Heirs**” means: (i) MHM's issue; (ii) one or more corporations beneficially wholly-owned by MHM and/or by his issue; and (iii) a Permitted Trust;
- (mm) “**Permitted Lock-up Agreement**” means an agreement between a Person and one or more McCain Family Parties (each a “**Locked-up Person**”), the terms of which are publicly disclosed and a copy of which is made available to the public (including the Company), that is entered into not later than the date the Lock-up Bid (as defined below) is publicly announced or, if the Lock-up Bid has been made prior to the date on which such agreement is entered into, forthwith, and in any event not later than the date of such agreement, pursuant to which each such Locked-up Person agrees to deposit or tender Shares (or Rights to Acquire Shares) (or both) to a Third Party Qualifying Bid (the “**Lock-up Bid**”) made or to be made by the Person or any other Person acting jointly or in concert with such Person; provided that:
  - (i) the agreement:
    - (A) permits the Locked-up Person to terminate its obligation to deposit or tender, and permits the Locked-up Person to withdraw if already deposited or tendered, the Shares (or Rights to Acquire Shares) (or both) from the Lock-up Bid in order to tender or deposit such securities to another Third Party Qualifying Bid or to support another transaction that represents a price or value of consideration for each Share (or Right to Acquire Shares) that exceeds the price or value of consideration represented or proposed to be represented by the Lock-up Bid; or

- (B) (1) permits the Locked-up Person to terminate its obligation to deposit or tender, and permits the Locked-up Person to withdraw if already deposited or tendered, the Shares (or Rights to Acquire Shares) (or both) from the Lock-up Bid in order to tender or deposit the Shares (or Rights to Acquire Shares) to another Third Party Qualifying Bid, or to support another transaction that provides for a price or value of consideration for each Shares (or Rights to Acquire Shares) that exceeds by as much as or more than a specified amount (the “Specified Amount”) the price or value of consideration for each Shares (or Rights to Acquire Shares) represented or proposed to be represented in the Lock-up Bid; and (2) does not by its terms provide for a Specified Amount that is greater than 7% over the price or value of consideration for each Shares (or Rights to Acquire Shares) contained in or proposed to be contained in the Lock-up Bid;

and, for greater clarity, the agreement may contain a right of first refusal or permit a period of delay to give such Person an opportunity to at least match a higher price or value of consideration in another Third Party Qualifying Bid and may provide for any other similar limitation on a Locked-up Person’s right to withdraw Shares (or Rights to Acquire Shares) (or both) from the agreement, as long as the Locked-Up Person can accept another bid or tender to another transaction; and

- (ii) no “break-up” fees, “top-up” fees, penalties, expenses or other amounts that exceed in the aggregate the greater of:
  - (A) the cash equivalent of 2½% of the price or value payable under the Lock-up Bid to a Locked-up Person; and
  - (B) 50% of the amount by which the price or value payable under another Third Party Qualifying Bid or transaction to a Locked-up Person exceeds the price or value of the consideration that such Locked-up Person would have received under the Lock-up Bid,

is payable by a Locked-up Person pursuant to the agreement in the event a Locked-up Person fails to deposit or tender Shares (or Rights to Acquire Shares) (or both) to the Lock-up Bid, withdraws Shares (or Rights to Acquire Shares) (or both) previously tendered thereto or supports another transaction.

- (nn) “**Permitted Transfer**” has the meaning given in Section 7(a);
- (oo) “**Permitted Trust**” means a trust established for the benefit of any of: (i) MHM; (ii) his issue; (iii) one or more corporations beneficially owned by MHM and/or his issue; and/or (iv) a Qualified Donee; provided in the case of (iv) that any such trust shall not allow for the transfer of Shares (or Rights to Acquire Shares) to a Qualified Donee that would result in such Qualified Donee beneficially owning or exercising control or direction over 20% or more of the outstanding Shares;

- (pp) “**Person**” means any individual, partnership, corporation, company, group, syndicate, trust, government or agency thereof, or any other association or entity;
- (qq) “**Press Release**” has the meaning given in Section 14(a);
- (rr) “**Qualified Donee**” means a “qualified donee” as that term is defined in the *Income Tax Act* (Canada);
- (ss) “**Qualifying Bid**” means a takeover bid that by a McCain Family Party: (x) is for 100% of the issued and outstanding Shares not already beneficially owned, or over which control or direction is exercised, by the McCain Family Parties (i.e., not a partial bid); and (y) is made and completed in compliance with all applicable securities laws (including with respect to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and any similar or successor applicable laws, rules or regulations), and which must include a majority-of-the-minority tender condition and a minimum 10-day bid extension period for acceptance;
- (tt) “**Right to Acquire Shares**” has the meaning given in Section 6(a);
- (uu) “**Sale Notice**” has the meaning given in paragraph 12 of Schedule D;
- (vv) “**Sale PoA**” has the meaning given in paragraph 10 of Schedule D;
- (ww) “**Sale PoA Outside Time**” means 5:00 p.m. (Toronto time) on the date that is six months following the Exceedance Cure Deadline; provided, however, that if the Company: (i) is not permitted to dispose of the Sale PoA Shares pursuant to a “blackout” imposed in good faith under the Company’s blackout policy that is in force at the Sale PoA Outside Time; or (ii) is not otherwise permitted or reasonably able to dispose of the Sale PoA Shares as a result of any other reason or circumstance beyond the reasonable control of the Company (including as a result of any Person not acting on instructions of the Company given pursuant to the Sale PoA) prior to the Sale PoA Outside Time, the Sale PoA Outside Time will be extended to the close of trading on the TSX on the date that is 60 days after the date on which the Company is permitted or able to dispose of the Sale PoA Shares pursuant to clause (i) or (ii) (as the case may be);
- (xx) “**Sale PoA Shares**” has the meaning given in paragraph 10 of Schedule D;
- (yy) “**Shares**” has the meaning given in Section 6(a);
- (zz) “**SRP**” has the meaning given in Recital B;
- (aaa) “**Statutory Declaration**” has the meaning given in Section 9(c);
- (bbb) “**Third Party Qualifying Bid**” means a takeover bid that: (x) is for 100% of the issued and outstanding Shares not already beneficially owned, or over which

control or direction is exercised, by the relevant Person (i.e., not a partial bid); and (y) is made and completed in compliance with all applicable securities laws (including with respect to Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*, National Instrument 62-104 – *Take-Over Bids and Issuer Bids* and any similar or successor applicable laws, rules or regulations), and which must include a majority-of-the-minority tender condition and a minimum 10-day bid extension period for acceptance; provided that no takeover bid made by a McCain Family Party will constitute a Third Party Qualifying Bid;

- (ccc) “**TSX**” means the Toronto Stock Exchange;
- (ddd) “**Voided Transfer**” has the meaning given in Section 7(b);
- (eee) “**Voting PoA**” has the meaning given in paragraph 7 of Schedule D;
- (fff) “**Voting PoA Deadline**” has the meaning given in paragraph 8 of Schedule D; and
- (ggg) “**Voting PoA Shares**” has the meaning given in paragraph 7 of Schedule D.

**SCHEDULE B**  
**FORM OF JOINDER LETTER**

(See Attached)

## **JOINDER LETTER**

The undersigned is executing and delivering this Joinder Letter to the Company (as defined below) and each other Person party to the Governance Agreement (as defined below) pursuant to the Amended and Restated Governance Agreement (as it may be further amended, supplemented and/or restated, the “**Governance Agreement**”) dated February 21, 2017 between Michael Harrison McCain, McCain Capital Inc., Maple Leaf Foods Inc. (the “**Company**”) and each other Person who has become and remains a party to the Governance Agreement pursuant to its terms.

All capitalized terms used but not otherwise defined in this Joinder Letter have the respective meanings given to them in the Governance Agreement.

**NOW THEREFORE** for good and valuable consideration (the receipt and sufficiency of which hereby acknowledged by the undersigned):

1. The undersigned agrees to be bound by, and to comply with, each of the provisions of the Governance Agreement applicable to either or both of a Permitted Estate Transferee and a McCain Family Party (including all covenants, agreements and obligations), in the same manner and as fully and effectively as if the undersigned were an original signatory to the Governance Agreement.
2. The undersigned represents and warrants in favour of the Company:
  - (a) that the undersigned is a Permitted Estate Transferee;
  - (b) as of the date of this Joinder Letter, the undersigned Beneficially Owns ● Shares, comprised of ● Shares, ● Rights to Acquire Shares under Company Equity Compensation Plans and ● other Rights to Acquire Shares; and
  - (c) the undersigned has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby; and
  - (d) this Agreement has been duly and validly authorized (where applicable), executed and delivered by the undersigned, constitutes a valid and binding obligation and agreement of the undersigned and is enforceable against the undersigned in accordance with its terms,

and agrees that such representations and warranties shall survive the execution and delivery of this Joinder Letter and that the representations contained in Sections 2(c) and (d) above shall continue for the period provided in Section 9(c) of the Governance Agreement.

This Joinder Letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Joinder Letter may be executed in counterparts and may be executed and delivered by facsimile or by email (in PDF or other similar format) and all such counterparts, facsimiles and electronic deliveries will together constitute one and the same instrument.

**[SHAREHOLDER NAME]**

By: \_\_\_\_\_

Name:

Title:

**OR**

\_\_\_\_\_  
Witness

|

\_\_\_\_\_  
**[SHAREHOLDER NAME]**

**SCHEDULE C**  
**FORM OF STATUTORY DECLARATION**

(See Attached)

**STATUTORY DECLARATION**

**IN THE MATTER OF** the Amended and Restated Governance Agreement (as it may be further amended, supplemented and/or restated, the “**Governance Agreement**”) dated February 21, 2017 between Michael Harrison McCain, McCain Capital Inc., Maple Leaf Foods Inc. (the “**Company**”) and each other Person who becomes and remains a party to the Governance Agreement pursuant to its terms.

I, ● of the City of ● in the ● do solemnly declare to the Company that:

1. I [am the ● of [Insert Name of Relevant Person] (the “**Relevant Shareholder**”) and as such] have personal knowledge of the matters herein declared to;
2. [I/the **Relevant Shareholder**] became a party to the Governance Agreement on ●, 20● pursuant to a Permitted Estate Transfer;
3. as of the date of this declaration, [I/the **Relevant Shareholder**] Beneficially Own[s] ● Shares, comprised of ● Shares, ● Rights to Acquire Shares under Company Equity Compensation Plans and ● other Rights to Acquire Shares; and
4. as of the date of this declaration, [I/the **Relevant Shareholder**] [am/is] no longer acting jointly or in concert with any other Permitted Estate Transferee (nor with any other McCain Family Party),

and I make this solemn declaration conscientiously believing the same to be true and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

All capitalized terms used but not otherwise defined in this Statutory Declaration have the respective meanings given to them in the Governance Agreement.

**SWORN BEFORE ME** at the ●, in the  
●, on ●.

\_\_\_\_\_  
Commissioner for Taking Affidavits or  
Notary Public

\_\_\_\_\_ ●

## SCHEDULE D

### OWNERSHIP CAP EXCEEDANCES

#### 1. Exceedances

In the event that the Company or any McCain Family Party (as the case may be) becomes aware: (i) that the aggregate number of Shares Beneficially Owned by the McCain Family Parties exceeds the Ownership Cap (including, for clarity, pursuant to an Exempt Action); or (ii) following an exceedance of the Ownership Cap as a result of an Exempt Action, that Shares (or Rights to Acquire Shares) have been Acquired as a result of a McCain Family Party Action, the Company or the McCain Family Representative (as the case may be) shall provide written notice to the other as promptly as reasonably practicable (an “**Exceedance Notice**”).

#### 2. Exceedance Notice

Such Exceedance Notice shall (in the case of the McCain Family Representative) and shall, to the extent known by the Company (in the case of the Company), specify the identity of the McCain Family Party that Acquired the Acquired Excess Securities (as defined below), state the type and number of Acquired Excess Securities so Acquired, specify whether such Acquired Excess Securities are held by the relevant McCain Family Party in registered form or in “street name” and state the Ownership Percentage of the McCain Family Parties after giving effect to the Acquisition of Acquired Excess Securities. In the case of an Exceedance Notice delivered by the Company, the McCain Family Representative shall, as promptly as reasonably practicable following receipt of the Company’s Exceedance Notice, provide any missing such information or provide updated or corrected information (if necessary and as the case may be). In the event that such information is not known to the Company and is not provided by the McCain Family Representative pursuant to this paragraph or paragraph 14 prior to the Exceedance Cure Deadline, then the Company shall be entitled to designate to the McCain Family Representative in writing those McCain Family Parties that the Company has determined shall, for all purposes of this Agreement (including the Voting PoA and the Sale PoA), be deemed to have acquired the Acquired Excess Securities.

#### 3. Actionable Cap Exceedance

An “**Actionable Cap Exceedance**” will occur whenever: (i) an exceedance of the Ownership Cap results from a McCain Family Party Action (other than by way of a Qualifying Bid); or (ii) any additional Shares (or Rights to Acquire Shares) are Acquired by a McCain Family Party as a result of a McCain Family Party Action (other than by way of a Qualifying Bid) following an exceedance of the Ownership Cap as a result of an Exempt Action, and all Shares (and Rights to Acquire Shares) so Acquired by the McCain Family Parties are “**Acquired Excess Securities**”.

#### 4. Cure by Sale

In the event that an Actionable Cap Exceedance does occur, unless a majority of the independent directors in their sole discretion otherwise determine, and subject to Section 7, the McCain Family Parties must dispose of a number of Shares at least equal to the aggregate number of Acquired Excess Securities Beneficially Owned by the McCain Family Parties (calculated in a manner provided for in Section 6(a)(ii)(A)) (subject to adjustment as provided in paragraph 6, the “**Excess**

Shares”) within 75 days following the date on which the Exceedance Notice is delivered (the “**Exceedance Cure Deadline**”); provided, however, that if one or more of the McCain Family Parties is not permitted to dispose of such Shares pursuant to a “blackout” imposed under the Company’s blackout policy that is in force at the Exceedance Cure Deadline, the Exceedance Cure Deadline will be extended to the close of trading on the TSX on the date that is 30 days after the expiry of such blackout period.

## **5. Cure Notice**

The number of Acquired Excess Securities and Excess Shares shall be reduced for all purposes of this Agreement (including the number of Shares held by the applicable McCain Family Party for purposes of the Voting PoA and the Sale PoA) by the number of Shares in respect of which satisfactory evidence is received by the Company setting out the particulars of any sales of Excess Shares by the McCain Family Parties from time to time during the pendency of an Actionable Cap Exceedance. The McCain Family Representative shall deliver to the Board written confirmation of the completion of the disposition of all of the Excess Shares (a “**Cure Notice**”) promptly (and in any event within five business days) following the completion of the disposition of all Excess Shares.

## **6. Other Cures**

If at any time during the pendency an Actionable Cap Exceedance, the number of outstanding Shares is increased, the Ownership Percentage and the number of Acquired Excess Securities and Excess Shares shall be recalculated and the number of Acquired Excess Securities and Excess Shares shall be reduced based on the increased number of outstanding Shares, and if there is no longer an Actionable Cap Exceedance based on the number of outstanding Shares, the exceedance shall be deemed cured without the need for further action by the Company or the McCain Family Parties.

## **7. Voting Power of Attorney**

In order to provide a remedy in respect of an Actionable Cap Exceedance, each of the McCain Family Parties hereby irrevocably constitutes and appoints the Company as the true and lawful attorney of such McCain Family Party to act for and on behalf of such McCain Family Party, with full power and authority in the name, place and stead of such McCain Family Party, to take all steps, execute all documents and perform all acts on behalf of such McCain Family Party as may be necessary or desirable to vote (or in furtherance of voting) all Shares beneficially owned, or over which control or direction is exercised, by such McCain Family Party that are Acquired Excess Securities Acquired by the relevant McCain Family Party (for clarity, including any Shares that are subsequently issued to or Acquired by the relevant McCain Family Party during the pendency of an Actionable Cap Exceedance as a result of the exercise by the relevant McCain Family Party of its rights under a Right to Acquire Shares that is an Acquired Excess Security) (the “**Voting PoA**” and such Shares, the “**Voting PoA Shares**”) at the Company’s first meeting of shareholders following the occurrence of the Actionable Cap Exceedance and at each subsequent meeting of the shareholders of the Company for which the Voting PoA Shares are held on the relevant record date (subject to the prior occurrence of the Voting PoA Deadline).

The Voting PoA, being coupled with an interest, shall not be revoked by the death, insolvency or bankruptcy of the relevant McCain Family Party and each McCain Family Party hereby ratifies and confirms and agrees to ratify and confirm all that the Company may lawfully do or cause to be done by virtue of such appointment and power.

In exercising the Voting PoA, the Company shall vote (or refrain from voting) the Voting PoA Shares in the manner directed by a majority of the independent directors. In the event that, for any reason, the Voting PoA is not exercisable by the Company in whole or in part, no McCain Family Party shall vote or attempt to vote the Voting PoA Shares and the Company may instruct the scrutineers at the relevant shareholders meeting to disregard any such votes.

#### **8. Expiry of Voting PoA**

The Voting PoA shall become exercisable immediately upon the occurrence of the Actionable Cap Exceedance and remain exercisable until the later of (the “**Voting PoA Deadline**”): (A) date on which the Cure Notice is delivered pursuant to paragraph 5 or the Actionable Cap Exceedance is cured pursuant to paragraph 4, paragraph 6 or paragraph 10 (as the case may be); and (B) the Sale PoA Outside Time.

#### **9. Impact on Nomination Rights**

During the pendency of an Actionable Cap Exceedance, each of the McCain Family Parties acknowledges that the number of McCain Nominees pursuant to Section 3 will be calculated excluding all Shares that are Acquired Excess Securities (for clarity, including any Shares that are subsequently issued to or Acquired by the McCain Family Parties during such period as a result of the exercise of a right under a Right to Acquire Shares that is an Acquired Excess Security).

#### **10. Sale Power of Attorney**

In order to provide a remedy in the event of an Actionable Cap Exceedance that is not cured by the relevant Exceedance Cure Deadline, each of the McCain Family Parties hereby irrevocably constitutes and appoints the Company as the true and lawful attorney of such McCain Family Party to act for and on behalf of such McCain Family Party, with full power and authority in the name, place and stead of such McCain Family Party, to take all steps, execute all documents and perform all acts on behalf of such McCain Family Party as may be necessary or desirable to dispose of that number of Shares beneficially owned, or over which control or direction is exercised, by such McCain Family Party equal to the number of Excess Shares (if any) Acquired by the relevant McCain Family Party (the “**Sale PoA**” and such Shares, the “**Sale PoA Shares**”).

The Sale PoA, being coupled with an interest, shall not be revoked by the death, insolvency or bankruptcy of the relevant McCain Family Party and each McCain Family Party hereby ratifies and confirms and agrees to ratify and confirm all that the Company may lawfully do or cause to be done by virtue of such appointment and power.

The Sale PoA shall become exercisable immediately following the Exceedance Cure Deadline in respect of which the relevant Actionable Cap Exceedance has not been cured pursuant to paragraph 4 or paragraph 6 and shall remain exercisable until the Sale PoA Outside Time.

## **11. Manner of Sale by Company**

Dispositions of Sale PoA Shares by the Company pursuant to the exercise of its powers under the Sale PoA will be made in the manner and at such time and price as is determined by a majority of the independent directors (including a determination to sell some or all of the applicable Sale PoA Shares). If the Company determines to sell all or a portion of the Sale PoA Shares pursuant to the Sale PoA, it shall conduct such sales in a commercially reasonable manner.

## **12. Sale Notice**

The Company shall provide notice (each, a “**Sale Notice**”) of any such disposition promptly following the completion of the relevant sale, and it shall remit the net proceeds (calculated as the net proceeds of the applicable sale following deduction of any commission, brokerage fee and withholding or other similar taxes) of each such disposition of Sale PoA Shares to an account specified by the McCain Family Representative within a reasonable period following the completion of such disposition, and in any event within three business days following completion of the relevant disposition. The number of Acquired Excess Securities and Excess Shares at the relevant time shall be reduced for all purposes of this Agreement (including the number of Shares held by the applicable McCain Family Party for purposes of the Voting PoA and the Sale PoA) by the number of Shares set out in such Sale Notice.

## **13. Exculpation**

Each of the McCain Family Parties expressly acknowledges and agrees that none of the Company nor any of the directors, officers or employees of the Company will owe any duty to any McCain Family Party in connection with such dispositions or otherwise in connection with the exercise of the powers conferred by the Voting PoA and/or the Sale PoA and that, absent bad faith, fraud or intentional misconduct (which includes an intentional breach of the Company’s covenant to conduct the sale of the Sale PoA Shares (if any) in a commercially reasonable manner) or the failure to pay the net proceeds of any such disposition to the relevant McCain Family Party on the part of the Company, none of the McCain Family Parties shall have any claim against the Company or any directors, officers or employees of the Company in connection with any voting or disposition of the Sale PoA Shares or otherwise in connection with the exercise of (or failure to exercise) the authority conferred by the Voting PoA and/or Sale PoA.

## **14. Share Certificates; Account Information**

In order to better facilitate the actions (if any) required or permitted to be taken by the Company pursuant to the Voting PoA and the Sale PoA, respectively, each McCain Family Party shall: (i) promptly following the occurrence of an Actionable Cap Exceedance, to the extent not provided in the relevant Exceedance Notice, cause the McCain Family Representative to provide written notice to the Company for each relevant McCain Family Party specifying the account details and contact and other particulars for each broker or other Person through which the relevant Excess Shares of the relevant McCain Family Party are held; and (ii) during the pendency of an Actionable Cap Exceedance, take such other actions as may reasonably be requested by the Company in order to facilitate the exercise of its rights under this Schedule D, including the delivery of certificates evidencing the relevant Shares (if applicable). In the event the McCain Family Parties hold Shares in certificated form, the Company shall be permitted to include a legend on such certificates that

it determines on the advice of counsel to be reasonably required to give effect to the provisions of Section 7.

#### **15. Consent to Company Actions**

Each McCain Family Party consents to the Company taking all such actions as may reasonably be required or permitted to be taken by it pursuant to the Voting PoA and the Sale PoA (including the disposition of the Sale PoA Shares), respectively, in connection with this Agreement without any further act or authorization on the part of the relevant McCain Family Party, including that, during the pendency of an Actionable Cap Exceedance, the Company shall be permitted to communicate directly with, and to provide instructions to, its transfer agent and registrar and each relevant broker or other Person through which the Shares of the relevant McCain Family Party are held, regarding the existence of the Voting PoA and/or the Sale PoA (as the case may be) and with respect to the taking of any action by the Company reasonably required or permitted to be taken pursuant to the Voting PoA and/or the Sale PoA (as the case may be).

#### **16. General**

References in this Schedule D to “Section” refer to the specific numbered section or sections specified of the Amended and Restated Governance Agreement to which this Schedule D is attached and references to “paragraph” refer to the specified numbered paragraph or paragraphs of this Schedule D.

**SCHEDULE E**  
**FORM OF PRESS RELEASE**

(See Attached)



## NEWS RELEASE

TSX: MFI

[www.mapleleaffoods.com](http://www.mapleleaffoods.com)

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905-285-5898

Media Contact: Scott Bonikowsky  
905-285-1515

### **Maple Leaf Enhances Governance Agreement with McCain Capital and Michael McCain**

Mississauga, Ontario, February 22, 2017 – Maple Leaf Foods Inc. (TSX: MFI) (the “Company”) announced today that it has made further governance enhancements through an amended Governance Agreement with McCain Capital Inc. (“MCI”) and its President & CEO, Michael McCain (together, the “McCain Holders”), the largest shareholder of the company. The Governance Agreement was originally entered into between Mr. McCain, McCain Capital Corporation and the Company on July 28, 2011.

“The amendments establish a progressive governance agreement between the Company and its largest shareholder that functions in the best interest of all shareholders, and achieves the board’s commitment to continued good governance,” said David Emerson, Chairman, Maple Leaf Foods.

Highlights of the amendments include:

- An agreement by the McCain Holders to ensure that, regardless of their ownership, the board of directors will consist of a majority of independent directors nominated by the Corporate Governance Committee of the board.
- An agreement by the McCain Holders that restricts them from increasing their ownership interest in the Company over 45% except pursuant to a take-over bid for 100% of the Company’s shares or as a result of actions by the Company, or other specified exempt actions.
- A restriction on the McCain Holders’ ability to transfer shares to a person who would hold 20% or more of the outstanding shares following the transfer, except in specified circumstances, including pursuant to certain estate planning transactions or a take-over bid for 100% of the Company’s shares.
- Restrictions on the McCain Holders’ ability to enter into lock-up agreements in respect of their shares except certain permitted lock-up agreements.
- Mechanisms to address an intergenerational transfer of McCain Holders shares.

With these provisions, and as a result of recent changes in securities laws which make other provisions of the rights plan redundant, the Company will not submit the existing shareholder rights plan for re-confirmation at the Company's annual meeting in 2017, thereby allowing the plan to expire in accordance with its terms.

The amended Governance Agreement was approved by the independent directors of the Company and was not entered into in response to any proposed or pending transaction or material event.

The full text of the amended Governance Agreement will be filed and available under the Company's profile at [www.sedar.com](http://www.sedar.com).

Maple Leaf Foods Inc. is a leading Canadian consumer protein company, making high quality, innovative products under national brands including Maple Leaf®, Maple Leaf Prime®, Maple Leaf Natural Selections®, Schneiders®, Schneiders® Country Naturals® and Mina®. The Company employs approximately 11,000 people across Canada and exports to global markets, including the U.S. and Asia. The Company is headquartered in Mississauga, Ontario and its shares trade on the Toronto Stock Exchange (MFI).