

SUPPORT AND VOTING AGREEMENT

This Support and Voting Agreement ("Agreement") is entered into as of December 7, 2025, by and between ProAmpac Holdings Inc., a corporation governed by the laws of the State of Delaware ("Buyer"), and Capinabel Inc., a corporation governed by the federal laws of Canada ("Shareholder"). Buyer and Shareholder are each a "Party" and collectively "Parties" to this Agreement. Capitalized terms used and not defined herein shall have the meanings set forth in the Stock Purchase Agreement (as defined below).

RECITALS

Concurrently with the execution and delivery of the Stock Purchase Agreement, dated as of the date hereof (as amended, modified, supplemented or waived from time to time in accordance with its terms, the "Stock Purchase Agreement"), by and among Buyer, Transcontinental Printing Inc., a corporation governed by the federal laws of Canada, and Transcontinental Inc., a corporation governed by the federal laws of Canada, Shareholder is entering into this Agreement with Buyer pursuant to which, among other things, Shareholder agrees to vote any Seller Shares held by Shareholder in favor of the adoption of the Stock Purchase Agreement and approval of the Contemplated Transactions at the Company Shareholders Meeting;

Shareholder is the record and beneficial owner of, or exercises control or direction over, directly or indirectly, Seller Shares set forth opposite Shareholder's name on Schedule 1 attached hereto ("Owned Shares"), and Shareholder expects to receive substantial benefits and consideration from the consummation of the Contemplated Transactions; and

Shareholder desires to enter into this Agreement as a material inducement to Buyer to enter into the Stock Purchase Agreement and to consummate the Contemplated Transactions.

In consideration of the foregoing and the mutual representations, warranties, covenants and other obligations contained in this Agreement, and intending to be legally bound hereby, the Parties hereby agree as follows:

AGREEMENT

1. Support and Voting Covenants of Shareholder. Shareholder hereby irrevocably and unconditionally covenants, undertakes and agrees that, from the date hereof until the valid termination of this Agreement in accordance with its terms, Shareholder shall:

(a) vote for and support, and raise no objection against, and not otherwise hinder, impede, delay, or take any action that would reasonably be expected to cause any adverse effect on, the approval of Contemplated Transactions at the Company Shareholders Meeting held in connection therewith or otherwise;

(b) execute and deliver all such documents, consents and other instrument to give effect to the foregoing, and not withdraw, rescind or otherwise take any action to make ineffective such consent after the execution and delivery thereof;

(c) not, directly or indirectly, solicit, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to or disclosure of any information, properties, facilities or books and records of Seller or any of its Subsidiaries) or take any action to solicit, initiate or knowingly encourage or otherwise facilitate, or otherwise engage or participate in, and immediately cease and cause to be terminated, any negotiations or any discussions regarding any inquiry,

proposal, expression of interest or offer that constitutes or could reasonably be expected to constitute or lead to, an Acquisition Proposal;

(d) attend (virtually, in person or by proxy) any meeting (including the Company Shareholders Meeting) of the shareholders of Seller convened for the purposes of considering the Stock Purchase Agreement and/or the Contemplated Transactions or to give effect thereto (including any adjournments and postponements thereof), and at such meeting, cause the Owned Shares to be counted as present for purposes of establishing quorum and, vote or cause to be voted all of the Owned Shares (which have a right to vote at such meeting) in favor of the approval of the Stock Purchase Agreement and the Contemplated Transactions (and any actions reasonably required for the consummation of the Contemplated Transactions);

(e) attend (virtually, in person or by proxy) any meeting (including the Company Shareholders Meeting) of the shareholders of Seller convened for the purposes of considering any other transaction or matter that could reasonably be expected to delay, prevent, frustrate or interfere with the consummation of the Contemplated Transactions (including any adjournments and postponements thereof), and at such meeting, cause the Owned Shares to be counted as present for purposes of establishing quorum and, vote or cause to be voted all of the Owned Shares (which have a right to vote at such meeting) against any transaction or matter that could reasonably be expected to delay, prevent, frustrate or interfere with the consummation of the Contemplated Transactions;

(f) not tender or cause to be tendered any Owned Shares to or in connection with any Acquisition Proposal or other transaction or matter other than the Contemplated Transactions (such as a merger, amalgamation, arrangement, business combination, rights offering, reorganization, recapitalization or liquidation or take-over bid or similar transaction) involving Seller, its Subsidiaries or their Equity Interests or assets (including any Shares) that could reasonably be expected to prevent, delay, frustrate or interfere with, the consummation of the Contemplated Transactions;

(g) not, without the prior written consent of Buyer, sell, transfer, assign, pledge, hypothecate, encumber, grant a Lien in, gift or otherwise dispose of any Owned Shares, or enter into any Contract in connection with any of the foregoing (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than (i) pursuant to the Contemplated Transactions or (ii) to or in favor of any person or company that is under the control of the Shareholder or subject to common control with the Shareholder provided that such person or company has agreed beforehand in writing (in form and substance reasonably satisfactory to Buyer) to be bound by the terms of this Agreement with respect to such Owned Shares and provided that Shareholder remains liable for the performance by such person or company of all terms and obligations under this Agreement and, in any event, not before the date that is two trading days following the public announcement of the Contemplated Transactions;

(h) not, except as required pursuant to this Agreement, grant or agree to grant any proxy, power of attorney or other right to vote the Owned Shares, or deposit any of the Owned Shares into any voting trust or enter into any vote pooling agreement or voting arrangement or enter into or subject any of such Owned Shares to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting, calling of meetings of the shareholders of Seller, the tendering thereof, or the granting of consents or approvals of any kind with respect to any Owned Shares;

(i) not exercise any shareholder rights or remedies (including any dissent or appraisal rights) or bring or threaten to bring any Proceeding available at common law or pursuant to applicable securities, corporate law or other Applicable Law or take any other action that is reasonably likely to in any manner delay, hinder, prevent, frustrate, interfere with or challenge the Contemplated Transactions;

(j) not requisition or join in the requisition of any meeting of any of the shareholders of Seller for the purpose of considering any resolution which may reasonably be expected to prevent, delay, frustrate or interfere with the consummation of the Contemplated Transactions or any other matter contemplated by the Stock Purchase Agreement;

(k) not make any public statement or take any other action of any kind which may reasonably be expected to prevent, delay, frustrate or interfere with the consummation of the Contemplated Transactions; and

(l) not do indirectly that which it may not do directly in respect of the restrictions applicable to Shareholder pursuant to this Agreement.

2. Dissenter Rights. To the fullest extent permitted by Applicable Law, Shareholder hereby conveys and assigns to Buyer any and all rights of dissent arising out of, relating to, or in connection with the Stock Purchase Agreement and/or the Contemplated Transaction and expressly acknowledges and agrees that any attempt to exercise any right of dissent in connection with the Stock Purchase Agreement and/or the Contemplated Transactions by Shareholder is invalid and that any resulting dissent Proceeding shall be automatically and immediately stayed.

3. Fiduciary Duties. Nothing contained in this Agreement will: (a) restrict, limit or prohibit any of the directors, officers, employees, agents or other representative of the Shareholder, from exercising, solely in their capacity as directors or officers of or counsel to Seller, their respective fiduciary duties to Seller under applicable law; or (b) require any of the directors, officers, employees, agents or other representative of the Shareholder, solely in their capacity as directors or officers of or counsel to Seller, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, directions of Seller's board of directors undertaken in the exercise of their fiduciary duties, provided such actions, instructions or directions are otherwise taken in accordance with the Stock Purchase Agreement, this Agreement and the other Transaction Documents, and provided, further, that nothing in this Section 3 shall relieve Shareholder (in its capacity as a holder of Seller Shares) from its obligations under any other provision of this Agreement.

4. Representations and Warranties of Shareholder. Shareholder hereby represents and warrants to Buyer that the following statements are true and correct:

(a) Shareholder has received and carefully reviewed the Stock Purchase Agreement and the other Transaction Documents, is familiar with the transactions contemplated hereby and thereby and fully understands the terms and conditions set forth herein and therein. Shareholder has consulted with independent advisors and counsel regarding Shareholder's rights and obligations under this Agreement and intends for such terms to be binding upon and enforceable against Shareholder.

(b) The Owned Shares set forth opposite Shareholder's name on Schedule 1 attached hereto constitute all of the shares of any class of stock of Seller ("Shares"), directly or indirectly owned of record or beneficially by Shareholder or which Shareholder has direction or control over, directly or indirectly, as of the date hereof. For the purposes of this Agreement, the term "Owned Shares" will include all Shares acquired or over which ownership, control or direction is acquired by Shareholder after the date hereof and prior to the Closing, including any Shares acquired upon the conversion, exchange or exercise of any securities or rights of Seller convertible into or exchangeable or exercisable for the Shares held by Shareholder. Shareholder has the sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of the Owned Shares set forth opposite Shareholder's name on Schedule 1 attached hereto, and will have the sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all Owned Shares of Shareholder as of immediately prior to the Closing, in each

case, with no limitations, qualifications or restrictions on such rights, except for any limitations, qualifications or restrictions under applicable federal, state, provincial or other securities laws or contained in this Agreement. No Owned Share is subject to any power of attorney, proxy, voting trust, vote pooling or other Contract with respect to the voting or right to vote, call meetings or give consents or approvals of any kind with respect to any Owned Shares. Shareholder has good and valid title to the Owned Shares set forth opposite Shareholder's name on Schedule 1 attached hereto and at all times during the term hereof and as of immediately prior to the Closing will have good and valid title to such Owned Shares, in each case, free and clear of all Liens.

(c) Except as set forth on Schedule 1 attached hereto, Shareholder has no other Contract, options, warrants or securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Equity Interests of Seller or its Subsidiaries (whether by law, pre-emptive or contractual) or any rights or privileges capable of becoming an agreement or option, for the purchase or acquisition by Shareholder or transfer to Shareholder of additional Equity Interests of Seller or its Subsidiaries or any interest therein.

(d) This Agreement and all other agreements contemplated hereby to which Shareholder is a party have been duly executed and delivered by Shareholder and constitute the valid and binding agreements of Shareholder, enforceable against Shareholder in accordance with their terms, except as such may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and by general equitable principles. Shareholder is not in default under and has not violated any provision of its Organizational Documents. No Applicable Law or Contract to which Shareholder is subject would be breached or violated by its execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby or by the Stock Purchase Agreement.

(e) Shareholder acknowledges and agrees that the covenants and agreements set forth in this Agreement were a material inducement to Buyer to enter into the Stock Purchase Agreement and the other Transaction Documents and to perform its obligations thereunder and consummate the Contemplated Transactions.

5. Grant of Proxy. Shareholder hereby irrevocably and unconditionally covenants and agrees that: (a) no later than 10 days prior to the scheduled date of the Company Shareholders Meeting, Shareholder shall duly complete, execute and cause forms of proxy or voting instruction forms, as applicable, in respect of all the Owned Shares (which have a right to vote at such meeting) to be delivered to (or to the order of) Seller or Buyer as required to cause such Owned Shares to be voted in favor of the Contemplated Transactions, the Stock Purchase Agreement and/or any matter set forth on such proxy or voting instruction form that would reasonably be expected to facilitate the Contemplated Transactions; and (b) such forms of proxy or voting instruction forms, as applicable, shall not be revoked or withdrawn, amended or invalidated, unless prior written consent from Buyer has been obtained or this Agreement is terminated in accordance with Section 6(d).

6. General Provisions.

(a) Further Assurances. From time to time and without additional consideration, Shareholder shall execute and deliver, or cause to be executed and delivered, such additional transfers, assignments, endorsements, proxies, consents and other instruments, and shall take such further actions as Buyer may reasonably request for the purpose of carrying out and furthering the intent of this Agreement.

(b) Remedies. In the event of any breach or threatened breach of the provisions of this Agreement, Buyer would not have an adequate remedy at law and the harm would be irreparable. Accordingly, Buyer and its successors and assigns shall, in addition to any other rights and remedies

existing in their favor, be entitled to specific performance, injunctive or other relief from any court of competent jurisdiction in order to enforce or prevent any violations or threatened violations of the applicable provisions of this Agreement. Any injunction shall be available without necessity of proving damages or any requirement for posting of any bond or other security.

(c) Prevailing Party. If any Party commences a legal action pursuant to this Agreement that results in a final judgment, the non-prevailing Party in such legal action (as determined by the applicable adjudicating body) shall pay to the prevailing Party the prevailing Party's reasonable and documented out-of-pocket costs and expenses (including attorneys' fees) in connection with such legal action.

(d) Termination

(i) This Agreement shall automatically terminate and be of no further force or effect upon the earliest to occur of: (A) the mutual written agreement of Buyer and Shareholder; (B) the Closing; and (C) the valid termination of the Stock Purchase Agreement in accordance with its terms.

(ii) If this Agreement is validly terminated in accordance with its terms, this Agreement shall forthwith become void and of no further force or effect and Shareholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect to the Owned Shares, and there shall be no liability on the part of Buyer or Shareholder to the other Party; provided, that, notwithstanding the foregoing, no termination of this Agreement shall relieve a Party from any liability for any breach of or failure to comply with any term or provision of this Agreement prior to such termination.

(e) Amendment. This Agreement may not be amended except by an instrument signed by Buyer and Shareholder.

(f) Notices. All notices 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 when personally delivered or sent by email or the next Business Day when sent by reputable overnight express courier (charges prepaid), in each case, to the addresses indicated below (unless another address is specified in writing):

Notices to Shareholder:

Capinabel Inc.
1 Place Ville Marie
Suite 3240
Montréal (Québec) H3B 0G1
Attn : [redacted]
Email : [redacted]

with copies to (which shall not constitute notice):

Stikeman Elliott LLP
1155 Rene-Levesque Boulevard W
41st Floor
Montreal (Québec) H3B 3V2
Attention: [redacted]
Email: [redacted]

Notices to Buyer:

c/o ProAmpac Holdings Inc.
12025 Tricon Road
Cincinnati, Ohio 45246
Attn: [redacted]
Email:[redacted]

with copies to (which shall not constitute notice):

PPC Investment Partners LP
110 North Wacker Drive, Suite 4400
Chicago, IL 60606
Attention: [redacted]
Email: [redacted]

and

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: [redacted]
Email: [redacted]

(g) Interpretation. The headings and captions used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The use of the word "including" herein shall mean "including without limitation." Buyer and Shareholder intend that each representation, warranty, covenant and other obligation contained herein shall have independent significance. Buyer, Shareholder and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person. This Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and no Person has any special relationship with another Person that would justify any expectation beyond that of ordinary counterparties in an arm's-length transaction.

(h) Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, with all such counterparts taken together shall be deemed to constitute one and the same document, and delivered by email.

(i) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

(j) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

(k) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties (whether by operation of law or otherwise) without the prior written consent of the other Party; provided, that Buyer may assign this Agreement to any Affiliate

thereof to whom Buyer's rights under the Stock Purchase Agreement are validly assigned. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

(l) Governing Law; Waiver of Jury Trial; Jurisdiction. The law of the state of Delaware shall govern (i) all claims or matters related to or arising from this Agreement (including any tort or non-contractual claims) and (ii) any questions concerning the construction, interpretation, validity and enforceability of this Agreement, and the performance of the obligations imposed by this Agreement, in each case without giving effect to any choice-of-law or conflict-of-law rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the state of Delaware. Each Party hereby waives all rights to trial by jury in any Proceeding brought to resolve any dispute between the parties (whether arising in contract, tort or otherwise arising out of, connected with, related to or incidental to this Agreement, the transactions contemplated hereby or the relationships established between the Parties hereunder). Each Party (A) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (B) acknowledges that it and the other Party have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6(l). Each of the Parties submits to the jurisdiction of the State of Delaware and the Federal District Court for the District of Delaware in any Proceeding arising out of or relating to this Agreement and agrees that all claims in respect of such Proceeding shall be heard and determined in any such court. Each Party also agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court. Nothing herein, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any Proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any court or other forum or in any other manner provided by law or at equity.

[Signature Pages Follow]

Buyer and Shareholder have caused this Support and Voting Agreement to be executed as of the date first written above.

BUYER:

PROAMPAC HOLDINGS INC.

By: (signed) Gregory R. Tucker
Name: Gregory R. Tucker
Title: Chief Executive Officer and President

SHAREHOLDER:

CAPINABEL INC.

By: (signed) Nathalie Marcoux
Name: Nathalie Marcoux
Title: President and Secretary

Schedule 1

Owned Shares

<u>Shareholder</u>	<u>Number and class of Shares</u>
Capinabel inc. (through a brokerage account at [Redacted])	8,714,884 Multiple Voting Class B Shares