ANDREW PELLER LIMITED VOTING SUPPORT AGREEMENTS

TABLE OF CONTENTS

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

> The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

> 18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

- 2 -

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

- 3 -

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

- 4 -

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

- 5 -

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

- 6 -

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

- 7 -

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

- 8 -

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

- 9 -

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

- 11 -

AS THE HOLDER

By: *(signed) "Brian Bidulka"*
(Signature)

Brian Bidulka

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Brian Bidulka	*[Redacted – Personal Information]*	8,000 Class A	Beneficial	-	16,217	-	-

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Bruce McDonald"*
(Signature)

Bruce McDonald

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Bruce McDonald	*[Redacted – Personal Information]*	25,000 Class A	Beneficial	-	27,397	-	-

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Chris Tsiofas"*
(Signature)

Chris Tsiofas

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Chris Tsiofas	*[Redacted – Personal Information]*	14,200 Class B	Beneficial	-	16,217	-	-

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Craig McDonald"*
(Signature)

Craig McDonald

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Craig McDonald	*[Redacted – Personal Information]*	45,682 Class A	Beneficial	38,502	4,483	53,716	87,500

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Dan Cicerchi"*
(Signature)

Dan Cicerchi

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	**Address**	**Number and Class of Shares**	**Ownership of Shares**	**Company RSUs**	**Company DSUs**	**Company PSUs**	**Company Options**
Dan Cicerchi	*[Redacted – Personal Information]*	430,670 Class A 50,000 Class B	Beneficial	-	16,217	-	-

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026,

BETWEEN:

The persons executing this Agreement as "the Holder"

(the "**Holder**")

- and -

18013632 CANADA INC., a corporation subsisting under the laws of Canada

(the "**Purchaser**")

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**");

AND WHEREAS the Holder is a shareholder of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent (the "**Parent**"), are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement at the meeting of the shareholders of the Company to approve the Arrangement (the "**Company Meeting**") and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 For purposes of this Agreement:

(a) "**Acquisition Proposal**" means any offer, proposal or inquiry (written or oral) from any person or group of persons "acting jointly or in concert" (within the meaning of National Instrument 62-04 – Take-Over Bids and Issuer Bids) other than the Purchaser (or any affiliate of the Purchaser) relating to: (a) any direct or indirect sale or disposition (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of assets (including shares of subsidiaries of the Company) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its subsidiaries or of 20% or more of the voting, equity or other securities of the Company (or rights or interests therein or thereto); (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a person or group of persons beneficially owning 20% or more of any class of voting, equity or other securities or any other equity interests (including securities convertible into or exercisable or exchangeable for securities or equity interests) of the Company; (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company or any of its subsidiaries whose assets represent 20% or more of the consolidated assets or constituting 20% or more of the consolidated revenue of the Company and its subsidiaries; or (d) any other similar transaction or series of transactions involving the Company or any of its subsidiaries.

(b) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any statutory holiday in Toronto, Ontario.

(c) "**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 Except with prior written consent of the Purchaser, the Holder hereby covenants and irrevocably agrees, from the date hereof until the termination of this Agreement, to:

(a) not, directly or indirectly, through any of its officers directors, employees, representatives or agents or otherwise, and shall not permit any such person, to (i) solicit, assist, initiate, knowingly encourage or knowingly facilitate any inquiry, proposal or offer (whether publicly or otherwise) that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser, the Parent or their respective affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal; (iv) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or (v) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement or any of the other transactions contemplated by the Arrangement Agreement;

(b) immediately cease and terminate, and cause to be terminated, any solicitation, knowing encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Parent, the Purchaser or their respective affiliates) with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(c) promptly (and in any event within 24 hours) notify the Purchaser, at first orally and then as promptly as practicable (and in any event within 24 hours) in writing, of any Acquisition Proposal, inquiry, proposal, offer or request, including, a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall, provide the Purchaser with copies of all written documents received in respect of, from or on behalf of any such person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as the Purchaser may reasonably request;

(d) not publicly withdraw support from the transactions contemplated by the Arrangement Agreement;

(e) not requisition or join in the requisition of any meeting of the Shareholders for the purpose of considering any resolution;

(f) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein, to any person or group or agree to do any of the foregoing; and

(g) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder irrevocably consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the circular delivered to shareholders in respect of the Company Meeting (the "**Company Circular**") and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby irrevocably covenants and agrees, subject to the *Securities Act* (Ontario) and all rules, regulations, published notices and instruments thereunder, and all comparable securities laws in each of the provinces and territories of Canada ("**Securities Laws**"), from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution to be included in the Company Circular (the "**Arrangement Resolution**") and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if the Holder instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder irrevocably covenants and agrees that the Holder will not:

(a) exercise any rights of dissent or appraisal provided under any applicable laws or otherwise in connection with the Arrangement and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate laws to delay or prevent the Arrangement; or

(b) make any statements against the Arrangement or any aspect thereof and to not bring, or threaten to bring, any suits or proceeding for the purpose of, or which has the effect of, directly or indirectly, frustrating, stopping, preventing, impeding, delaying or varying the Arrangement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

4.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement;

(b) the Holder is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing;

(c) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(e) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Shares as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby or as would not impact the ability of the Holder to comply with its obligations under this Agreement);

(f) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to the Holder's right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(g) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Shares any interest therein or right thereto, including without limitation any right to vote;

(h) the Subject Shares are the only securities of the Company or its subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company;

(i) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(j) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(b) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(c) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 6
TERMINATION

6.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) 12:01 a.m. (Toronto Time) on the date shown on the Certificate of Arrangement giving effect to the Arrangement, or such other time as the Purchaser and the Company may agree to in writing before that date; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

6.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

6.3 In the case of termination of this Agreement pursuant to Section 6.1 or 6.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7
GENERAL

7.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

7.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

7.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

7.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

7.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

7.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

7.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

Per: *(signed)* "*John Varnell*"
Name: John Varnell
Title: President and Secretary

HOLDER

(signed) "*Catherine Peller*"

Catherine Peller

HOLDER

(signed) "*Andrew Angus Peller*"

Andrew Angus Peller

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES

Name	Address	Number and Class of Shares	Ownership of Shares
Catherine (Cathy) Peller	*[Redacted – Personal Information]*	14,093 Class A Shares	Beneficially owned.
Andrew Angus (Gus) Peller	*[Redacted – Personal Information]*	6,768 Class A Shares	Beneficially owned
Cathy Peller and Gus Peller	*[Redacted – Personal Information]*	739 Class A Shares	Beneficially owned jointly.

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

\- and -

18013632 CANADA INC., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") listed in Schedule A hereto;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent (the "**Parent**"), are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement at the meeting of the shareholders of the Company to approve the Arrangement (the "**Company Meeting**") and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 For purposes of this Agreement:

(a) "**Acquisition Proposal**" has the meaning ascribed thereto in the Arrangement Agreement.

(b) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any statutory holiday in Toronto, Ontario.

(c) "**John Peller Rollover Agreements**" has the meaning ascribed thereto in the Arrangement Agreement.

(d) "**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 Except with prior written consent of the Purchaser, the Holder hereby covenants and irrevocably agrees, from the date hereof until the termination of this Agreement, to:

(a) not, directly or indirectly, through any of its officers directors, employees, representatives or agents or otherwise, and shall not permit any such person, to (i) solicit, assist, initiate, knowingly encourage or knowingly facilitate any inquiry, proposal or offer (whether publicly or otherwise) that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser, the Parent or their respective affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal; (iv) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or (v) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement or any of the other transactions contemplated by the Arrangement Agreement;

(b) immediately cease and terminate, and cause to be terminated, any solicitation, knowing encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Parent, the Purchaser or their respective affiliates) with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(c) promptly (and in any event within 24 hours) notify the Purchaser, at first orally and then as promptly as practicable (and in any event within 24 hours) in writing, of any Acquisition Proposal, inquiry, proposal, offer or request, including, a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall, provide the Purchaser with copies of all written documents received in respect of, from or on behalf of any such person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as the Purchaser may reasonably request;

(d) not publicly withdraw support from the transactions contemplated by the Arrangement Agreement;

(e) not requisition or join in the requisition of any meeting of the Shareholders for the purpose of considering any resolution;

(f) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein, to any person or group or agree to do any of the foregoing; and

(g) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder irrevocably consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the circular delivered to shareholders in respect of the Company Meeting (the "**Company Circular**") and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby irrevocably covenants and agrees, subject to the *Securities Act* (Ontario) and all rules, regulations, published notices and instruments thereunder, and all comparable securities laws in each of the provinces and territories of Canada ("**Securities Laws**"), from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution to be included in the Company Circular (the "**Arrangement Resolution**") and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if the Holder instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder irrevocably covenants and agrees that the Holder will not:

(a) exercise any rights of dissent or appraisal provided under any applicable laws or otherwise in connection with the Arrangement and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate laws to delay or prevent the Arrangement; or

(b) make any statements against the Arrangement or any aspect thereof and to not bring, or threaten to bring, any suits or proceeding for the purpose of, or which has the effect of, directly or indirectly, frustrating, stopping, preventing, impeding, delaying or varying the Arrangement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

4.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement;

(b) the Holder is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing;

(c) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable laws affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(e) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Shares as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(f) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to the Holder's right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(g) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Shares any interest therein or right thereto, including without limitation any right to vote;

(h) the Subject Shares are the only securities of the Company or its subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company;

(i) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(j) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable laws affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 6
TERMINATION

6.1 The obligations of the Holder under this Agreement shall automatically terminate and be of no further force and effect at12:01 a.m. (Toronto Time) on the date shown on the Certificate of Arrangement giving effect to the Arrangement.

6.2 This Agreement may also be terminated:

(a) at any time by mutual consent in writing of the Purchaser and the Holder;

(b) by the Holder by giving notice in writing to the Purchaser if: (i) the closing of the Arrangement has not occurred on or prior to December 31, 2026 (the "**Outside Date**") (subject to extension if the Purchaser or any of its affiliates has commenced a take-over bid or proposed an Amended Transaction (as defined in Section 7.1) prior to the Outside Date); or (ii) the Purchaser has not complied in any material respect with all of its covenants contained in the John Peller Rollover Agreements (following written notice to the Purchaser by the Holder of such non-compliance and provided such default is not rectified within five Business Days of that notice) or if any representation or warranty of the Purchaser under the John Peller Rollover Agreements is untrue or incorrect in any material respect, provided that at the time of such termination, the Holder is not in material default in the performance of its obligations under the John Peller Rollover Agreements;

(c) by the Purchaser if: (i) the Holder has not complied in any material respect with all of its covenants contained herein (following written notice to the Holder by the Purchaser of such non-compliance and provided such default is not rectified within five Business Days of that notice) or if any representation or warranty of the Holder under this Agreement is untrue or incorrect in any material respect, provided that at the time of such termination, the Purchaser is not in material default in the performance of its obligations under this Agreement; or (ii) the Arrangement Agreement is terminated in accordance with the provisions thereof.

6.3 In the case of termination of this Agreement pursuant to Section 6.1 or 6.2, this Agreement shall terminate and be of no further force or effect and there shall be no liability on the part of any Party except that the provisions of Sections 8.2 to 8.6 will survive any termination hereof, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares, provided that such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7
AMENDED TRANSACTION

7.1 In the event that the parties to the Arrangement Agreement enter into a binding written agreement to implement a transaction structure other than a plan of arrangement (an "**Amended Transaction**") that complies with the following terms and conditions:

(a) the Amended Transaction would provide the Holder with a financial result equivalent to, or better than, on an after-tax basis, the transactions contemplated by the Arrangement Agreement;

(b) the consummation of the Amended Transaction would not take materially longer than the consummation of the transactions contemplated by the Arrangement Agreement; and

(c) there has been no change to the form of the consideration payable to the Holder under the Arrangement,

the Holder shall support the completion of the Amended Transaction, including in the case of a takeover bid made by the Purchaser or any of its affiliates, tendering the Subject Shares to such offer (and not withdrawing the Subject Shares prior to the expiry of the takeover bid).

7.2 Subject to Section 7.1, if any Amended Transaction involves a meeting or meetings of Shareholders of the Company, the Holder shall vote (or cause to be voted) all Subject Shares in favour of any matters necessary or ancillary to the completion of the Amended Transaction and waives, and agrees not to assert or exercise any dissent rights or similar rights under any applicable laws in connection with the Amended Transaction.

7.3 In the event of any proposed Amended Transaction, the references in this Agreement to the Arrangement shall be deemed to be changed to "Amended Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Amended Transaction.

7.4 Subject to Section 7.1, in the event of any binding written agreement between the Company and the Purchaser to implement an Amended Transaction, on the request of the Purchaser, the Holder shall execute and deliver an agreement in writing giving effect to and evidencing the foregoing and such other amendments to this Agreement as may be reasonably necessary to give effect to the foregoing.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.

Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed)* "*John Varnell*"
Name: John Varnell
Title: President and Secretary

JOHN EDWARD ENTERPRISES INC.

By: *(signed) "John E Peller"*
Name: John E. Peller
Title: President

JOHN EDWARD PELLER

(signed) "*John E Peller*"

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES

Name	Address	Number and Class of Shares	Ownership of Shares
John E. Peller	*[Redacted – Personal Information]*	90,193 Class A Non-Voting Shares 90 Class B Voting Shares	Owner of Record
John Edward Enterprises Inc.	*[Redacted – Personal Information]*	5,156,324 Class A Non-Voting Shares 1,994,122 Class B Voting Shares	Owner of Record

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June 2026,

BETWEEN:

The persons executing this Agreement as "the Holder"

(the "**Holder**")

- and -

18013632 CANADA INC., a corporation subsisting under the laws of Canada

(the "**Purchaser**")

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**");

AND WHEREAS the Holder is a shareholder of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent (the "**Parent**"), are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement at the meeting of the shareholders of the Company to approve the Arrangement (the "**Company Meeting**") and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 For purposes of this Agreement:

(a) "**Acquisition Proposal**" means any offer, proposal or inquiry (written or oral) from any person or group of persons "acting jointly or in concert" (within the meaning of National Instrument 62-04 – Take-Over Bids and Issuer Bids) other than the Purchaser (or any affiliate of the Purchaser) relating to: (a) any direct or indirect sale or disposition (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of assets (including shares of subsidiaries of the Company) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its subsidiaries or of 20% or more of the voting, equity or other securities of the Company (or rights or interests therein or thereto); (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a person or group of persons beneficially owning 20% or more of any class of voting, equity or other securities or any other equity interests (including securities convertible into or exercisable or exchangeable for securities or equity interests) of the Company; (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company or any of its subsidiaries whose assets represent 20% or more of the consolidated assets or constituting 20% or more of the consolidated revenue of the Company and its subsidiaries; or (d) any other similar transaction or series of transactions involving the Company or any of its subsidiaries.

(b) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any statutory holiday in Toronto, Ontario.

(c) "**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 Except with prior written consent of the Purchaser, the Holder hereby covenants and irrevocably agrees, from the date hereof until the termination of this Agreement, to:

(a) not, directly or indirectly, through any of its officers directors, employees, representatives or agents or otherwise, and shall not permit any such person, to (i) solicit, assist, initiate, knowingly encourage or knowingly facilitate any inquiry, proposal or offer (whether publicly or otherwise) that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser, the Parent or their respective affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal; (iv) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or (v) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement or any of the other transactions contemplated by the Arrangement Agreement;

(b) immediately cease and terminate, and cause to be terminated, any solicitation, knowing encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Parent, the Purchaser or their respective affiliates) with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(c) promptly (and in any event within 24 hours) notify the Purchaser, at first orally and then as promptly as practicable (and in any event within 24 hours) in writing, of any Acquisition Proposal, inquiry, proposal, offer or request, including, a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall, provide the Purchaser with copies of all written documents received in respect of, from or on behalf of any such person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as the Purchaser may reasonably request;

(d) not publicly withdraw support from the transactions contemplated by the Arrangement Agreement;

(e) not requisition or join in the requisition of any meeting of the Shareholders for the purpose of considering any resolution;

(f) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein, to any person or group or agree to do any of the foregoing; and

(g) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder irrevocably consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the circular delivered to shareholders in respect of the Company Meeting (the "**Company Circular**") and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby irrevocably covenants and agrees, subject to the *Securities Act* (Ontario) and all rules, regulations, published notices and instruments thereunder, and all comparable securities laws in each of the provinces and territories of Canada ("**Securities Laws**"), from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution to be included in the Company Circular (the "**Arrangement Resolution**") and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if the Holder instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder irrevocably covenants and agrees that the Holder will not:

(a) exercise any rights of dissent or appraisal provided under any applicable laws or otherwise in connection with the Arrangement and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate laws to delay or prevent the Arrangement; or

(b) make any statements against the Arrangement or any aspect thereof and to not bring, or threaten to bring, any suits or proceeding for the purpose of, or which has the effect of, directly or indirectly, frustrating, stopping, preventing, impeding, delaying or varying the Arrangement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

4.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement;

(b) the Holder is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing;

(c) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(e) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Shares as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby or as would not impact the ability of the Holder to comply with its obligations under this Agreement);

(f) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to the Holder's right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(g) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Shares any interest therein or right thereto, including without limitation any right to vote;

(h) the Subject Shares are the only securities of the Company or its subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company;

(i) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(j) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(b) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(c) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

**ARTICLE 6
TERMINATION**

6.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) 12:01 a.m. (Toronto Time) on the date shown on the Certificate of Arrangement giving effect to the Arrangement, or such other time as the Purchaser and the Company may agree to in writing before that date; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

6.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

6.3 In the case of termination of this Agreement pursuant to Section 6.1 or 6.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

**ARTICLE 7
GENERAL**

7.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

7.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

7.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

7.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

7.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

7.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

7.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

Per: *(signed)* "*John Varnell*"
Name: John Varnell
Title: President and Secretary

HOLDER

(signed) "*Lori Covert*"

Lori Covert

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES

Name	Address	Number and Class of Shares	Ownership of Shares
Lori Covert	*[Redacted – Personal Information]*	6,300 Class A Shares	Beneficially owned.

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Patrick O'Brien"*
(Signature)

Patrick O'Brien

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Patrick O'Brien	*[Redacted – Personal Information]*	64,215 Class A	Beneficial	119,325	-	101,464	165,700

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Paul Dubkowski"*
(Signature)

Paul Dubkowski

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Paul Dubkowski	*[Redacted – Personal Information]*	131,772 Class A	Beneficial	216,860	-	143,472	106,500

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 CANADA INC., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**");

AND WHEREAS the Holder is a shareholder of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent (the "**Parent**"), are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement at the meeting of the shareholders of the Company to approve the Arrangement (the "**Company Meeting**") and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1 INTERPRETATION

1.1 For purposes of this Agreement:

(a) "**Acquisition Proposal**" means any offer, proposal or inquiry (written or oral) from any person or group of persons "acting jointly or in concert" (within the meaning of National Instrument 62-04 – Take-Over Bids and Issuer Bids) other than the Purchaser (or any affiliate of the Purchaser) relating to: (a) any direct or indirect sale or disposition (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale), in a single transaction or a series of related transactions, of assets (including shares of subsidiaries of the Company) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its subsidiaries or of 20% or more of the voting, equity or other securities of the Company (or rights or interests therein or thereto); (b) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in a person or group of persons beneficially owning 20% or more of any class of voting, equity or other securities or any other equity interests (including securities convertible into or exercisable or exchangeable for securities or equity interests) of the Company; (c) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Company or any of its subsidiaries whose assets represent 20% or more of the consolidated assets or constituting 20% or more of the consolidated revenue of the Company and its subsidiaries; or (d) any other similar transaction or series of transactions involving the Company or any of its subsidiaries.

(b) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any statutory holiday in Toronto, Ontario.

(c) "**Pre-Acquisition Reorganization**" has the meaning ascribed thereto in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 Except with prior written consent of the Purchaser, the Holder hereby covenants and irrevocably agrees, from the date hereof until the termination of this Agreement, to:

(a) not, directly or indirectly, through any of its officers directors, employees, representatives or agents or otherwise, and shall not permit any such person, to (i) solicit, assist, initiate, knowingly encourage or knowingly facilitate any inquiry, proposal or offer (whether publicly or otherwise) that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (ii) enter into or otherwise engage or participate in any discussions or negotiations with any person (other than the Purchaser, the Parent or their respective affiliates) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal; (iii) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal; (iv) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement (including any letter of intent or agreement in principle) that constitutes or would reasonably be expected to lead to an Acquisition Proposal; or (v) take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement or any of the other transactions contemplated by the Arrangement Agreement;

(b) immediately cease and terminate, and cause to be terminated, any solicitation, knowing encouragement, discussion, negotiation or other activities commenced prior to the date of the Arrangement Agreement with any Person (other than the Parent, the Purchaser or their respective affiliates) with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to constitute or lead to, an Acquisition Proposal;

(c) promptly (and in any event within 24 hours) notify the Purchaser, at first orally and then as promptly as practicable (and in any event within 24 hours) in writing, of any Acquisition Proposal, inquiry, proposal, offer or request, including, a description of its material terms and conditions, the identity of all persons making the Acquisition Proposal, inquiry, proposal, offer or request, and shall, provide the Purchaser with copies of all written documents received in respect of, from or on behalf of any such person and such other details of such Acquisition Proposal, inquiry, proposal, offer or request as the Purchaser may reasonably request;

(d) not publicly withdraw support from the transactions contemplated by the Arrangement Agreement;

(e) not requisition or join in the requisition of any meeting of the Shareholders for the purpose of considering any resolution;

(f) not option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein, to any person or group or agree to do any of the foregoing; and

(g) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder irrevocably consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the circular delivered to shareholders in respect of the Company Meeting (the "**Company Circular**") and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby irrevocably covenants and agrees, subject to the *Securities Act* (Ontario) and all rules, regulations, published notices and instruments thereunder, and all comparable securities laws in each of the provinces and territories of Canada ("**Securities Laws**"), from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution to be included in the Company Circular (the "**Arrangement Resolution**") and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the

Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if the Holder instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder irrevocably covenants and agrees that the Holder will not:

(a) exercise any rights of dissent or appraisal provided under any applicable laws or otherwise in connection with the Arrangement and not exercise any shareholder rights or remedies available at common law or pursuant to applicable securities or corporate laws to delay or prevent the Arrangement; or

(b) make any statements against the Arrangement or any aspect thereof and to not bring, or threaten to bring, any suits or proceeding for the purpose of, or which has the effect of, directly or indirectly, frustrating, stopping, preventing, impeding, delaying or varying the Arrangement.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

4.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of its obligations under this Agreement;

(b) the Holder is duly organized under the laws of its jurisdiction of incorporation or formation and is validly existing;

(c) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(e) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Shares as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby or as would not impact the ability of the Holder to comply with its obligations under this Agreement);

(f) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to the Holder's right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(g) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Shares any interest therein or right thereto, including without limitation any right to vote;

(h) the Subject Shares are the only securities of the Company or its subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company;

(i) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(j) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

5.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any governmental entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 6
TERMINATION

6.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) 12:01 a.m. (Toronto Time) on the date shown on the Certificate of Arrangement giving effect to the Arrangement, or such other time as the Purchaser and the Company may agree to in writing before that date; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

6.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

6.3 In the case of termination of this Agreement pursuant to Section 6.1 or 6.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7
GENERAL

7.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

7.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

7.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

7.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

7.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

7.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

7.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

PELLER FAMILY ENTERPRISES INC.

By: *(signed) "Andrew Angus Peller"*
Name: Andrew Angus Peller
Title: A.S.O

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES

Name	Address	Number and Class of Shares	Ownership of Shares
Peller Family Enterprises Inc. (“PFEI”)	*[Redacted – Personal Information]*	4,004,090 Class B Shares	Includes 3,954,090 Class B Shares beneficially owned. Includes 50,000 Class B Shares for which voting control is exercised by Gus Peller on behalf of PFEI.
		1,081,167 Class A Shares	Includes 681,167 Class A Shares beneficially owned. Includes 400,000 Class A Shares as registered owner (in name of predecessor entity).

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive \$8.00 in cash per Class A Share in exchange for each Class A Share held and \$12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Ramit Bordia"*
(Signature)

Ramit Bordia

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Ramit Bordia	*[Redacted – Personal Information]*	32,837 Class A	Beneficial	39,111	-	41,445	42,400

VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT (the "**Agreement**") is made the 14th day of June, 2026, between:

The person executing this Agreement as "the Holder" (the "**Holder**")

- and -

18013632 Canada Inc., a corporation subsisting under the laws of Canada (the "**Purchaser**").

WHEREAS the Holder is the registered or beneficial owner, directly or indirectly, of, or has control or direction over, such number of Class A Shares and/or Class B Shares (the "**Subject Shares**") in the capital of Andrew Peller Limited (the "**Company**") and the equity incentive securities (including Company RSUs, Company DSUs, Company PSUs and Company Options) (the "**Subject Incentive Securities**" and collectively with the Subject Shares, the "**Subject Securities**") of the Company, as applicable, listed in Schedule A hereto; provided that, for greater certainty, the term "Subject Shares" shall include any Class A Shares issuable upon the exercise of any Subject Incentive Securities;

AND WHEREAS the Holder is a director and/or officer of the Company;

AND WHEREAS the Purchaser and Fairfax Financial Holdings Limited, as parent, are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") with the Company which provides for, among other things, the Purchaser acquiring all of the issued and outstanding Class A Shares and Class B Shares (other than the John Peller Shares) (together, the "**Shares**") in the capital of the Company by way of a plan of arrangement under the provisions of the *Canada Business Corporations Act* (the "**Arrangement**") pursuant to which the holders of the Shares (the "**Shareholders**") shall be entitled to receive $8.00 in cash per Class A Share in exchange for each Class A Share held and $12.00 in cash per Class B Share in exchange for each Class B Share held;

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Holder, among other things, to vote or cause to be voted the Subject Shares in favour of the Arrangement and any other matter that would reasonably be expected to facilitate the Arrangement and to abide by the restrictions and covenants set forth herein;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as set out herein.

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Arrangement Agreement.

1.2 All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as it may be amended, restated, replaced, supplemented or modified from time to time subsequent to the date hereof.

ARTICLE 2
CERTAIN COVENANTS OF THE HOLDER

2.1 The Holder hereby covenants and agrees that he or she shall, from the date hereof until the termination of this Agreement:

(a) not, except with the prior written consent of the Purchaser, option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any person or group or agree to do any of the foregoing; provided that, the Holder may (i) exercise or surrender and terminate the Subject Incentive Securities in accordance with the terms and subject to the conditions of the Arrangement Agreement and the Holder may authorize the Company to (A) withhold Class A Shares that may otherwise be due to the Holder pursuant to the exercise of the Subject Incentive Securities; and (B) sell any such Class A Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of the Subject Incentive Securities; and (ii) transfer his or her Subject Shares to a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder, provided that (A) such transfer shall not relieve or release the Holder of or from any of its obligations under this Agreement, including, without limitation, the obligations of the Holder to vote or cause to be voted all Subject Shares at the Company Meeting in favour of the Arrangement Resolution (and any other resolution put forward at the Company Meeting that is required for the consummation of the transactions contemplated by the Arrangement Agreement); (B) prompt written notice of such transfer is provided to the Purchaser; (C) the transferee continues to be a corporation, trust, RRSP or other entity directly or indirectly controlled by the Holder at all times prior to the Company Meeting; and (D) the transferee agrees in writing in favour of the Purchaser to be bound by all of the terms and conditions of this Agreement as if it were a party hereto; and

(b) not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, except for proxies or voting instructions to vote, or cause to be voted, the Subject Shares in accordance with this Agreement or with respect to any annual business to be considered at the Company Meeting.

2.2 The Holder consents to the details of this Agreement being set out in the news release of the Company with respect to the Arrangement and in the Company Circular and this Agreement being made publicly available, including by filing on SEDAR+ without redaction other than certain contact information set out herein. Otherwise, each of the Purchaser and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

2.3 If the Holder acquires any additional Shares, Company RSUs, Company DSUs, Company PSUs or Company Options following the date hereof, the Holder acknowledges that such additional Shares shall be deemed to be Subject Shares and such Shares, Company RSUs, Company DSUs, Company PSUs or Company Options collectively shall be deemed to be Subject Securities, in each case for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such Shares, Company RSUs, Company DSUs, Company PSUs and Company Options.

2.4 To the extent applicable, the Holder agrees to take all required action to provide for the exercise, surrender or termination of the Subject Incentive Securities in accordance with the terms and conditions of the Arrangement Agreement.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Holder hereby covenants and agrees, subject to Securities Laws, including MI 61-101, from the date hereof until the termination of this Agreement:

(a) to vote or to cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement);

(b) to vote or cause to be voted the Subject Shares (to the extent that such Subject Shares are entitled to vote in respect of such matter under applicable Securities Laws) held by the Holder against any matter that would reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement at any meeting of the Shareholders called for the purpose of considering same;

(c) if the Holder is the holder of record of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall:

(i) deliver or cause to be delivered to the Company or its agent responsible for receiving and tallying proxies, a duly executed proxy or proxies in respect of such Subject Shares directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter set forth on such proxy that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement); or

(ii) vote all of the Subject Shares electronically in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization, provided that such Pre-Acquisition Reorganization is not prejudicial to the Holder and satisfies the requirements under Section 4.7 of the Arrangement Agreement).

(d) if the Holder is the beneficial owner of the Subject Shares, no later than five Business Days prior to the date of the Company Meeting, the Holder shall deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Shares, instructing that the Subject Shares be voted at the Company Meeting in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that would reasonably be expected to facilitate the Arrangement and any of the transactions contemplated by the Arrangement Agreement (including the Pre-Acquisition Reorganization);

(e) such proxy or proxies in Section 3.1(c) shall name those individuals as may be designated by the Company in the Company Circular and shall not be revoked without the written consent of the Purchaser; and

(f) to deliver to the Purchaser, upon request, evidence of having complied with this Section 3.1.

For the avoidance of doubt, if the Holder is the beneficial owner but not the holder of record of the Subject Shares, the Holder will be deemed to satisfy its obligations under this Section 3.1 to vote or to cause to be voted the Subject Shares, if he or she duly instructs that the Subject Shares be voted in the applicable manner.

3.2 The Holder covenants and agrees that the Holder will not exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Arrangement and

not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Arrangement.

ARTICLE 4
FIDUCIARY OBLIGATIONS

4.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Holder is bound hereunder solely in his or her capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in his or her capacity as a director or officer of the Company. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Holder in his or her capacity as a director or officer of the Company, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Holder from fulfilling his or her fiduciary duties as a director or officer of the Company. The Holder acknowledges that Article 5 of the Arrangement Agreement imposes certain restrictions on the actions of the Company and its officers and directors and agrees to be bound by such restrictions.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE HOLDER

5.1 The Holder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to carry out each of his or her obligations under this Agreement;

(b) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable by the Purchaser against the Holder in accordance with its terms, subject however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(c) the consummation by the Holder of the transactions contemplated hereby will not constitute a violation or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Holder is a party or by which the Holder is bound;

(d) the Holder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A, in each case, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever (except as created hereby);

(e) the Holder has the sole right to vote all the Subject Shares and has not previously granted or agreed to grant any proxy other than pursuant to this Agreement or other right to vote any of the Subject Shares in respect of any meeting of Shareholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to his or her right to vote, call meetings of Shareholders or give consents or approvals of any kind as to the Subject Shares;

(f) no individual or entity has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Holder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and the Company in respect of the Subject Incentive Securities pursuant to their terms;

(g) the Subject Securities are the only securities of the Company or its Subsidiaries owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company other than the Subject Incentive Securities;

(h) the Holder has had adequate opportunity to obtain independent legal advice with respect to this Agreement and fully understands the terms contained in this Agreement; and

(i) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform his or her obligations hereunder.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents and warrants to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly subsisting under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and the Arrangement Agreement and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Agreement and the Arrangement Agreement by the Purchaser and the performance by it of its obligations hereunder and thereunder have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement and the Arrangement Agreement and the performance of its obligations hereunder and thereunder;

(c) this Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Holder, constitutes a legal, valid and binding obligation, enforceable by the Holder against the Purchaser in accordance with its terms, subject, however, to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar applicable Law affecting creditors' rights generally and principles governing the availability of equitable remedies, whether considered in a proceeding in equity or at law;

(d) the consummation by the Purchaser of the transactions contemplated hereby and under the Arrangement Agreement will not constitute a violation of or a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which the Purchaser is a party or by which the Purchaser is bound; and

(e) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform its obligations hereunder or under the Arrangement Agreement.

ARTICLE 7
TERMINATION

7.1 This Agreement will terminate and be of no further force and effect upon the earliest of:

(a) the Effective Time; or

(b) the date on which the Arrangement Agreement terminates in accordance with its terms.

7.2 This Agreement may also be terminated on the date upon which the Purchaser and the Holder mutually agree, with the consent of the Company, to terminate this Agreement.

7.3 In the case of termination of this Agreement pursuant to Section 7.1 or 7.2, this Agreement shall terminate and be of no further force or effect, and, for greater certainty, the Holder shall be entitled to withdraw any proxy or similar instrument that it may have given with respect to the Subject Shares. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
GENERAL

8.1 The Holder and the Purchaser shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.

8.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.

8.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by telecopier or facsimile transmission:

(a) in the case of the Holder, at the address set forth in Schedule A hereto;

(b) in the case of the Purchaser:

18013632 Canada Inc.
95 Wellington Street West
Suite 800
Toronto, Ontario M5J 2N7

Attention: General Counsel
Email: *[Redacted – Personal Information]*

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

Torys LLP
4600, 525 - 8th Avenue S.W.
Calgary, Alberta T2P 1G1
Canada

Attention: Janan Paskaran
Email: jpaskaran@torys.com

(c) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section and if so given shall be deemed to have been received on the date of such delivery or sending (or, if such day is not a Business Day, on the next following Business Day).

8.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the Holder and the Purchaser each irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

8.5 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties

hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.

8.6 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.

8.7 This Agreement may be executed in any number of counterparts (including counterparts by electronic copies), each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Voting and Support Agreement as of the date first written above.

18013632 CANADA INC.

By: *(signed) "John Varnell"*
Name: John Varnell
Title: President and Secretary

AS THE HOLDER

By: *(signed) "Renee Cauchi"*
(Signature)

Renee Cauchi

SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT

OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SHARES AND SUBJECT INCENTIVE SECURITIES

Name	Address	Number and Class of Shares	Ownership of Shares	Company RSUs	Company DSUs	Company PSUs	Company Options
Renee Cauchi	*[Redacted – Personal Information]*	7,704 Class A	Beneficial	25,508	-	27,883	16,600