

## Drag-Along/Tag-Along

#. If a Shareholder (the “Offering Shareholder”) proposes to sell any of its Shares to a third party (the “Buyer”), the Offering Shareholder shall not, unless the Voting Shareholders give written approval, make such a disposition unless one of the terms of the agreement for purchase and sale between the Buyer and the Offering Shareholder shall include an offer by the Buyer to purchase a pro rata share of the Shares of the other Shareholders at the same price per share and on the same terms and conditions and at the same time as the Buyer completes the purchase of the Shares of the Offering Shareholder.

#. If:

- (a) a person dealing at arm’s length from all of the Shareholders makes an offer to purchase Shares;
- (b) the offer is subject to the acceptance of the holders of more than 50% of the Voting Shares;
- (c) the holders of more than 50% of the Voting Shares do not accept the offer;
- (d) the Voting Shareholders unanimously agree that it is necessary for the remaining Shareholders to accept the offer.

then the remaining Shareholders shall accept the offer.

#. For the purposes of this section the following parties are deemed not to be dealing at arm’s length:

- (a) with respect to a Shareholder that is a corporation, any body corporate that is affiliated with a Shareholder within the meaning of the Business Corporations Act (*or similar legislation*);
- (b) with respect to a Shareholder that is an individual, any body corporate that is controlled by the Shareholder within the meaning of the Business Corporations Act and any individual who is a spouse, parent, child or sibling of the Shareholder; and
- (c) with respect to a Shareholder that is a partnership, including a limited partnership, any body corporate that is an affiliate of or is controlled by a person who is a partner of the Shareholder.