
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities and Exchange Act of 1934

Date of Report (Date of earliest reported): August 27, 2010

IntelGenx Technologies Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction)

000-31187
*(Commission File No.)
of incorporation)*

87-0638336
(IRS Employer ID)

6425 Abrams, Ville Saint Laurent, Quebec, H4S 1X9 Canada
(Address of principal executive offices and Zip Code)

(514) 331-7440
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
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Item 1.01 Entry Into a Material Definitive Agreement

On August 27, 2010, IntelGenx Technologies Corp. (“IntelGenx” or the “Company”) completed an offering of 6,500,000 units (the “Units”) at CAD\$0.40 per Unit for gross proceeds of CAD\$2.6 million (“the “Offering”) pursuant to the terms of subscription agreements with its investors (the “Subscription Agreements”). Each Unit consists of one common share in the capital of the Company (a “Common Share”) and one common share purchase warrant (a “Warrant”). Each Warrant entitles the holder thereof to purchase one common share in the capital of the Company (a “Warrant Share”) at an exercise price of CAD\$0.50 expiring on August 27, 2013. The exercise price of the Warrants is subject to adjustment for certain events, including without limitation, dividends, distributions or split of the Company's common stock, subsequent rights offerings by the Company, or in the event of the Company's consolidation, merger or reorganization. The proceeds of the private placement will be used to support the Company's strategic development projects and for working capital purposes.

Pursuant to an agency agreement (the “Agency Agreement”) entered into on August 27, 2010, the Company engaged Bolder Investment Partners, Ltd. (the “Agent”) to act as placement agent for the Offering on a commercially reasonable best efforts basis. The Company (a) paid the Agent cash compensation equal to 8% of the gross proceeds of the Offering, (b) a corporate finance fee of CAD\$20,000 and (c) issued 520,000 compensation options (“Compensation Options”) which was equal to 8% of the number of Units sold in the Offering. Each Compensation Option entitles the Agent to purchase one common share in the capital of the Company (the “Compensation Option Shares”) at an exercise price of CAD\$0.50 expiring on August 27, 2012. The exercise price of the Compensation Options is subject to adjustment for certain events, including without limitation, dividends, distributions or split of the Company's common stock, subsequent rights offerings by the Company, or in the event of the Company's consolidation, merger or reorganization.

In connection with the Offering, the Company entered into a Registration Rights Agreement with each of the investors (the “Registration Rights Agreement”) providing for the filing of a registration statement (the “Registration Statement”) with the Securities and Exchange Commission registering the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares. The Company is obligated to file the Registration Statement no later than 30 days from the date of closing and to use its best efforts to cause the Registration Statement to be declared effective no later than 120 days after the date of closing.

The Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares are subject to resale restrictions in Canada for a period of 4 months after today's date (December 28, 2010) and to statutory resale restrictions under the United States Securities Act of 1933, as amended (the “Act”).

The foregoing issuances were exempt from registration under Section 4(2) of the Act and/or Regulation S, promulgated pursuant to the Act. None of the purchasers are U.S. persons, no sales efforts were conducted in the U.S., and the Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares contain, or will contain upon issuance, a legend restricting the sale of such securities in accordance with applicable exemptions from the registration requirements of the Act.

The foregoing summary of the Offering is qualified in its entirety by reference to the transaction documents which are filed as exhibits contemporaneously herewith.

Item 3.02 Unregistered Sales of Equity Securities

The information under Item 1.01 of this Current Report on Form 8-K is incorporated by reference to this Item 3.02 to the extent required by Item 3.02.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit</u>	<u>Description</u>
10.1	Agency Agreement, dated as of August 27, 2010, between the Company and Bolder Investment Partners, Ltd.
10.2	Registration Rights Agreement, dated as of August 27, 2010, by and among the Company and the purchasers pursuant to the offering
10.3	Form of Subscription Agreement
10.4	Form of Warrant
10.5	Form of Compensation Option
99.1	Press Release, dated August 27, 2010

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INTELGEX TECHNOLOGIES CORP.

Dated: August 27, 2010

By: /s/ Horst Zerbe
Horst Zerbe
President and Chief Executive Officer

AGENCY AGREEMENT

August 27, 2010

IntelGenx Technologies Corp.
6425 Abrams
Ville St. Laurent, Quebec
H4S 1X9

Attention: Horst G. Zerbe, President & CEO

Dear Sirs:

Re: Private Placement of up to 6,500,000 Units of IntelGenx Technologies Corp.

We, Bolder Investment Partners, Ltd. (the “**Agent**”), understand that IntelGenx Technologies Corp. (the “**Issuer**”) proposes to sell up to 6,500,000 units (as hereinafter defined) at a price of \$0.40 per Unit, and that the Issuer wishes to appoint the Agent as its sole and exclusive agent to distribute the Units to purchasers (the “**Purchasers**”) who are qualified to purchase such Units pursuant to the Exemptions (as defined below). The Agent is willing to accept such appointment, pursuant to the terms and conditions set forth below.

Each Unit is comprised of one Share (as hereinafter defined) and one non-transferable Share purchase warrant. Each Warrant (as hereinafter defined) will entitle the holder to purchase one additional Warrant Share (as hereinafter defined) of the Issuer for a period of 36 months from the date of issuance of the Warrants, subject to early expiration, at a price of \$0.50 per Warrant Share.

1. DEFINITIONS

1.1 In this Agreement:

- (a) “**Acts**” means the securities legislation of the Offering Jurisdictions and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable Commissions, all as amended;
- (b) “**Agent**” has the meaning set forth in the preamble hereto;
- (c) “**Agent’s Commission**” means the commission which is set out in this Agreement and which is payable by the Issuer to the Agent in consideration for the services performed by the Agent under this Agreement;
- (d) “**Agent’s Shares**” means the Common Shares issuable on exercise of the Compensation Options;

- (e) “ **Business Day** ” means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, or Montreal, Quebec;
 - (f) “ **Certificates** ” means the certificates representing the Shares and the Warrants sold on the Closing in the names and denominations reasonably requested by the Agent or the Purchasers as set forth in writing on the Subscription Agreements, and the certificates representing the Compensation Options in the names and denominations reasonably requested by the Agent;
 - (g) “ **Closing** ” means the closing of the purchase and sale of the Units;
 - (h) “ **Closing Date** ” means the date on which Closing occurs;
 - (i) “ **Commissions** ” means the provincial securities commission or other regulatory authority in each of the Offering Jurisdictions;
 - (j) “ **Common Shares** ” means the shares of common stock in the capital of the Issuer;
 - (k) “ **Compensation Options** ” means the options to acquire Agent’s Shares to be issued to the Agent in further consideration of the services performed by the Agent under this Agreement and having the terms described in Section 4.3;
 - (l) “ **Corporate Finance Fee** ” has the meaning ascribed to that term in Section 4.2;
 - (m) “ **Disclosure Record** ” means all prospectuses, information circulars, annual information forms, financial statements, management’s discussion and analysis, press releases, material change reports or other public documents filed by or with respect to the Issuer with the SEC or the applicable Commissions;
 - (n) “**Domestic Issuer**” means “domestic issuer” as defined in Rule 902(e) of Regulation S;
 - (o) “ **Exchange** ” means the TSX Venture Exchange;
 - (p) “ **Exemptions** ” means the exemptions from the prospectus requirements of the Acts which are outlined in Section 2.3 and 2.10 of National Instrument 45-106;
 - (q) “**Intellectual Property**” means all proprietary rights provided in law and at equity to all: (i) trademarks, service marks, trade dresses, logos, designs and slogans whether in word, mark, stylized or design format, registered and unregistered, throughout the world; (ii) patents and patent applications (respectively issued or filed throughout the world), as well as any re- examinations, extensions, and reissues thereof and any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications, (iii) copyrights, registered and unregistered, and all rights, claims and privileges pertaining thereto; software and documentation therefore, (iv) inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information; (v) all rights, claims and privileges pertaining thereto, all industrial designs, trade secrets, know-how, concepts, information; and (vi) other intellectual and industrial property and other proprietary rights information;
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- (r) “ **Issuer** ” has the meaning set forth in the preamble hereto;
 - (s) “ **Material Change** ” has the meaning defined in the *Securities Act* (Ontario);
 - (t) “ **Material Fact** ” has the meaning defined in the *Securities Act* (Ontario);
 - (u) “ **National Instrument 45-106** ” means National Instrument 45-106 *Prospectus and Registration Exemptions* adopted by each of the Commissions;
 - (v) “ **Offering Jurisdictions** ” means the provinces of British Columbia, Alberta, Ontario and Nova Scotia;
 - (w) “ **Private Placement** ” means the offering of the Units on the terms and conditions of this Agreement;
 - (x) “ **Purchasers** ” has the meaning set forth in the preamble hereto;
 - (y) “ **Registration Rights Agreement** ” means the registration rights agreement attached as Appendix V to the Subscription Agreements;
 - (z) “ **Registration Statement** ” means the registration statement that the Issuer agrees to file with the SEC pursuant to the Registration Rights Agreement to register the Shares, the Warrant Shares and the Agent’s Shares for resale pursuant to the terms of the Registration Rights Agreement;
 - (aa) “ **Regulation S** ” means Regulation S promulgated under the U.S. Securities Act;
 - (bb) “ **Regulatory Authorities** ” means the Commissions and the Exchange;
 - (cc) “ **SEC** ” means the United States Securities and Exchange Commission;
 - (dd) “ **SEC Report** ” has the meaning set out in Section 13.1(n);
 - (ee) “ **Securities** ” means the Units, the Shares, the Warrants, the Warrant Shares, the Compensation Options and the Agent’s Shares.
 - (ff) “ **Shares** ” means the previously unissued shares of common stock in the authorized share structure of the Issuer, as presently constituted, which comprise part of the Units;
 - (gg) “ **Subscription Agreements** ” means the subscription agreements among the Issuer and the Purchasers in which Purchasers agree to purchase the Units;
 - (hh) “ **subsidiary** ” means a subsidiary (as such term is defined in the *Securities Act* (Ontario)) of the Issuer;
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- (ii) “ **United States** ” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (jj) “ **Units** ” means the up to 6,500,000 units of the Issuer being offered for sale under the Private Placement, each comprised of one Share and one Warrant;
- (kk) “ **U.S. Exchange Act** ” means the United States Exchange Act of 1934, as amended and the rules and regulations promulgated thereunder;
- (ll) “ **U.S. Person** ” has the meaning ascribed to that term in Regulation S;
- (mm) “ **U.S. Securities Act** ” means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder;
- (nn) “ **Warrant Shares** ” means the previously unissued shares of common stock in the authorized share structure of the Issuer, as presently constituted, which will be issued upon the exercise of the Warrants; and
- (oo) “ **Warrants** ” means the non-transferable Share purchase warrants of the Issuer, which comprise part of the Units and having the terms described in Section 3.

2. APPOINTMENT OF AGENT

2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer. The Agent agrees to use commercially reasonable efforts to find and introduce to the Issuer potential purchasers to purchase up to 6,500,000 Units at a price of \$0.40 per Unit, by way of private placement under the applicable Exemptions. The Agent will offer the Units to persons who the Agent reasonably believes, after customary inquiry, are persons that meet the criteria under the Exemptions, such that a prospectus does not need to be filed.

3. WARRANTS

3.1 Each whole Warrant will entitle the holder, on exercise, to purchase one Warrant Share at any time from the Closing Date until 4 p.m. (Toronto time) on the date 36 months following the Closing Date at a price of \$0.50 per Warrant Share.

3.2 Warrants are non-transferable and will not be listed on the Exchange or on any other public market.

3.3 The terms governing the Warrants will be set out in the certificates representing the Warrants, the form of which will be subject to the approval of the Issuer and the Agent, acting reasonably. The certificates representing the Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Warrant Shares issued upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer’s common shares, the payment of stock dividends and the amalgamation of the Issuer.

3.4 The issue of the Warrants will not restrict or prevent the Issuer from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised.

4. AGENT'S COMPENSATION

4.1 In consideration of the services performed by the Agent under this Agreement, the Issuer will pay to the Agent the Agent's Commission equal to 8.0% of the gross proceeds received by the Issuer from the sale of the Units to Purchasers, payable at Closing in cash.

4.2 The Issuer will also pay to the Agent a corporate finance fee (the "**Corporate Finance Fee**") of \$20,000 plus HST, payable in cash at the Closing.

4.3 Subject to section 2.1 hereof, in addition to payment of the Agent's Commission and the Corporate Finance Fee, the Issuer will issue to the Agent at Closing that number of Compensation Options equal to 8.0% of the aggregate number of Units sold to Purchasers under the Private Placement. Each Compensation Option will entitle the holder to purchase one Agent's Share at a price of \$0.50. The Compensation Options are exercisable in whole or in part at any time from the Closing Date until 4 p.m. (Toronto time) on the date 24 months following the Closing Date.

4.4 The terms governing the Compensation Options will be set out in the certificates representing the Compensation Options, the form of which will be subject to the approval of the Issuer and the Agent, acting reasonably. The certificates representing the Compensation Options will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Shares issued upon exercise of the Compensation Options upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer's common shares, the payment of stock dividends and the amalgamation of the Issuer.

4.5 The amounts paid to the Agent under this section are in addition to and not in substitution for any other commission or remuneration payable to the Agent by the Issuer under any other agreement or arrangement.

4.6 The Agent acknowledges that the Compensation Options and Agent's Shares will be subject to a "hold period" under Rule 144 under the U.S. Securities Act and possibly other resale restrictions under applicable securities legislation, including applicable Canadian securities legislation, and the policies of the SEC and may not be resold until the expiry of such hold periods except in accordance with limited exemptions under applicable securities legislation and regulatory policies and that the Issuer may cause a legend to such effect to be placed on the certificates representing the Compensation Options and the Agent's Shares. Except as set forth herein, the Agent acknowledges that it is aware that until the expiry of all such hold periods and resale restrictions, (i) the Compensation Options and Agent's Shares cannot be traded through the facilities of stock exchanges, including the Exchange, since the certificate is not freely transferable and consequently is not "good delivery" in settlement of transactions on such exchanges; and (ii) any such exchanges would deem the selling security holder to be responsible for any loss incurred on a sale made by it in the Compensation Options or Agent's Shares.

4.7 The Agent acknowledges that the Compensation Options may not be exercised by or for the account or benefit of a U.S. Person or a person in the United States, including the Agent's U.S. affiliates, unless the Compensation Options and the Agent's Shares issuable upon exercise of the Compensation Options are registered under the U.S. Securities Act and the securities laws of all applicable states or an exemption is available from the registration requirements of such laws.

5. OFFERING RESTRICTIONS

5.1 The Agent will only sell the Units, on behalf of the Issuer, after customary inquiry by the Agent, to persons resident in the Offering Jurisdictions (or to persons outside the Offering Jurisdictions in compliance with Section 5.2) who represent themselves as being persons:

- (a) purchasing as principal; and
- (b) qualified to purchase the Units under one or more of the applicable Exemptions.

5.2 The Agent covenants and agrees that if it offers to sell or does sell any Units in jurisdictions other than the Offering Jurisdictions, such offers and sales shall be effected in accordance and compliance with the applicable laws of such jurisdictions and shall be effected in such manner so as not to: (i) require registration of any of the Securities, or the filing of a prospectus or other similar document with respect thereto; or (ii) subject the Issuer to any additional continuous disclosure or similar reporting requirements under the laws of any jurisdiction outside the Offering Jurisdictions.

5.3 Notwithstanding Section 5.2, neither the Issuer, the Agent, nor any of its affiliates, nor any person acting on behalf of any of the foregoing, will offer or sell any of the Securities to, or for the account or benefit of, U.S. Persons or persons in the United States, or undertake any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market for the Securities in the United States. The Agent agrees that at the time any buy order for Units is placed and the subscription agreement for the Units is executed and delivered by clients of the Agent, the buyer (or its authorized signatory) will be outside the United States, or the Agent and all persons acting on its behalf will reasonably believe after customary inquiry that the buyer (or its authorized signatory) is outside the United States, and neither the Agent nor any person acting on their behalf will have knowledge that such transaction has been pre-arranged with a buyer that is a U.S. Person or person in the United States. The Issuer represents, warrants and covenants to and with the Agent that the Issuer will comply with all applicable securities laws of the United States, including the U.S. Securities Act, in connection with the Private Placement.

6. SUBSCRIPTIONS

6.1 The Agent will use its best efforts to obtain from each Purchaser introduced by the Agent, and deliver to the Issuer, as soon as practicable but in any event before the Closing, duly completed and signed subscriptions in the form or forms consented to by the Issuer and executed by the Purchaser, together with all other documents required under the Exemptions or by the Exchange.

7. FILINGS WITH THE REGULATORY AUTHORITIES

7.1 The Issuer will, in a timely manner, file all required documents, pay all required filing fees and undertake any other actions required by the rules and policies of the Exchange in order to obtain the acceptance of the Exchange for the issuance of the Securities.

7.2 Within 10 days of the Closing, or in such shorter time period after the Closing as required by law, the Issuer will file with the SEC and the Commissions any report(s) required to be filed by the U.S. Securities Act, the U.S. Exchange Act or the Acts, including under National Instrument 45-106, in connection with the Private Placement in the required form, and will provide the Agent's legal counsel with copies of the report or reports.

8. CLOSING

8.1 In this section "**Proceeds**" means the gross proceeds from the sale of Units on Closing plus any advance payments for expenses or on account of the Agent's Commission made by the Issuer and held by the Agent at Closing, less:

- (a) the Agent's Commission;
- (b) the reasonable expenses of the Agent, including the fees and disbursements of the Agent's legal counsel, in connection with the Private Placement which have not been paid by the Issuer;
- (c) the Corporate Finance Fee;
- (d) any amount paid directly to the Issuer by Purchasers in connection with the Private Placement.

8.2 The Agent acknowledges receipt of a non-refundable retainer of \$10,000 paid by the Issuer as an advance payment against the Agent's expenses in connection with the Private Placement.

8.3 Closing may occur in one or more tranches and, subject to satisfaction or waiver by the applicable parties of the conditions set out in Section 9, the Issuer and the Agent will cause Closing of each such tranche to take place on a date or dates mutually agreeable to the parties.

8.4 The Issuer will, on Closing, issue and deliver the Certificates to the Agent against payment of the Proceeds.

8.5 If the Issuer has satisfied all of its material obligations under this Agreement, the Agent will, on Closing, pay the Proceeds to the Issuer against delivery of the Certificates.

8.6 The Issuer will endorse the certificates representing any Shares, Warrants, Compensation Options, Warrant Shares or Agent's Shares issued upon the exercise of the Compensation Options issued prior to the expiry of applicable hold periods with any legends which may be required by any of the Regulatory Authorities.

9. CONDITIONS OF CLOSING

9.1 The obligations of the Agent on Closing will be conditional upon the following:

- (a) the Issuer will be a “reporting issuer” in each of British Columbia, Alberta, Manitoba, Ontario and Quebec, the Issuer’s Common Shares will be listed and posted for trading on the Exchange and the Issuer will not be in material default of any of the requirements of the Acts or any of the administrative policies or notices of the Exchange;
- (b) the Issuer will have delivered to the Agent and its legal counsel favourable opinions of the Issuer’s U.S. and Canadian legal counsel dated as of the date of Closing, addressed to the Agent, in such form as is acceptable to the Agent and its legal counsel as to all legal matters reasonably requested by the Agent relating to the business of the Issuer and the creation, issuance and sale of the Securities;
- (c) the Issuer will have delivered to the Agent and its legal counsel a certificate of the Issuer, dated as of such date requested by the Agent and signed by the chief executive officer and the chief financial officer of the Issuer, or by such other officers approved by the Agent, certifying certain facts specified by the Agent and relating to the Issuer and its affairs;
- (d) the Agent will have completed its due diligence review of the Issuer and the results will have been satisfactory to the Agent, in its sole discretion acting reasonably;
- (e) the Issuer will have delivered to the Agent and its legal counsel such other certificates relating to the Private Placement or the affairs of the Issuer as the Agent or its legal counsel may reasonably request; and
- (f) each representation and warranty of the Issuer which is contained in this Agreement continues to be true in all material respects, and the Issuer will have performed or complied in all material respects with all of its covenants, agreements and obligations under this Agreement.

9.2 The Closing and the obligations of the Issuer and the Agent to complete the issue and sale of the Securities are subject to:

- (a) receipt of all required regulatory approvals for or acceptance of the Exchange for:
 - (i) the issuance of the Securities; and
 - (ii) the listing on the Exchange of the Shares, the Warrant Shares and the Agent’s Shares; and
 - (b) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Private Placement.
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10. MATERIAL CHANGES

10.1 The Issuer agrees that if, between the date of this Agreement and the Closing, a Material Change or a change in a Material Fact occurs in respect of the Issuer, the Issuer will:

- (a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;
- (b) as soon as practicable, issue and file with the applicable Regulatory Authorities a press release that is authorized by a senior officer of the Corporation disclosing the nature and substance of the change;
- (c) as soon as practicable, and in any event no later than 10 days after the date on which the change occurs, file with the Commissions any report required by the applicable Acts which discloses the change; and
- (d) provide copies of that press release, when issued, and that report, when filed, to the Agent and its legal counsel.

11. ISSUER OBLIGATIONS

11.1 The Issuer further agrees to:

- (a) fully comply with the covenants made by the Issuer in the subscription agreements (the “**Subscription Agreements**”) entered into between the Issuer and each of the Purchasers;
- (b) as soon as reasonably possible, take all such steps as may reasonably be necessary to enable the Units to be lawfully offered for sale and sold on a private placement basis under applicable Exemptions to Purchasers in the Offering Jurisdictions through the Agent or other investment dealers or brokers registered in the applicable jurisdictions, including the filing of such reports, within prescribed time periods, as may be required under the Acts and the U.S. Securities Act;
- (c) permit the Agent and its legal counsel to participate fully in the preparation of any documents regarding the Private Placement and allow the Agent and its legal counsel to conduct all due diligence which the Agent may reasonably require or request; and
- (d) ensure that the distribution of the Units will fully comply with the requirements of the Acts, the U.S. Securities Act and the policies of the Exchange.

11.2 The Issuer will immediately send to the Agent and its legal counsel copies of all correspondence and filings to and correspondence from the Regulatory Authorities relating to the Private Placement.

12. TERMINATION

12.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Issuer at any time before the Closing if:

- (a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Securities occurs or is announced by the Issuer;
- (b) there is an event, accident, law or governmental regulation or other occurrence of any nature which, in the opinion of the Agent, acting reasonably, seriously affects or would be expected to seriously affect the financial markets, or the business or operations of the Issuer or any of its subsidiaries, or the market price or value of the Issuer's securities or the ability of the Agent to perform its obligations under this Agreement;
- (c) following a consideration of the history, business, products, property or affairs of the Issuer or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Issuer's securities in particular, the Agent determines, in its sole discretion, acting reasonably, that it is not in the interest of the Purchasers to complete the purchase and sale of the Units;
- (d) an enquiry or investigation (whether formal or informal) or other proceeding in relation to the Issuer, or any of the Issuer's directors, officers or promoters, is announced, commenced or threatened by any court, any Commission, the SEC, the Exchange or any other competent authority;
- (e) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in any securities of the Issuer is made, or proceedings are announced or commenced for the making of such order by a competent regulatory authority and that order is still in effect and has not been rescinded, revoked or withdrawn;
- (f) the results of the Agent's due diligence review of the Issuer are not satisfactory as determined by the Agent in its sole discretion, acting reasonably;
- (g) the Issuer is in breach of a material term of this Agreement;
- (h) any of the representations or warranties made by the Issuer in this Agreement is false or has become false; or
- (i) the Exchange will not accept for filing documentation relating to the Private Placement.

12.2 The rights of the Agent to terminate this Agreement are in addition to such other remedies as they may have in respect of any default, misrepresentation, act or failure of the Issuer in respect of any of the matters contemplated by this Agreement.

12.3 Notwithstanding any other term hereof, this Agreement will terminate if the Closing does not occur within 90 days of the reference date of this Agreement.

13. WARRANTIES, REPRESENTATIONS AND COVENANTS

13.1 The Issuer warrants and represents to and covenants with the Agent that, as at the time of this Agreement:

- (a) the Issuer and each of its subsidiaries is a valid and subsisting corporation duly incorporated and in good standing under the jurisdiction in which it is incorporated, continued or amalgamated and has all requisite corporate power and authority to carry on its respective businesses, as now conducted and as presently proposed to be conducted and to own its respective assets;
 - (b) the Issuer and each of its subsidiaries is duly incorporated and authorized to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction;
 - (c) the Issuer has no direct or indirect subsidiaries and does not own any securities of any entity (excluding portfolio investments) other than securities in the capital of IntelGenx Corp. and 6544631 Canada Inc. which are held as follows: (a) the Issuer holds 100% of the outstanding securities of 6544631 Canada Inc. except for the Special Shares in the capital of 6544631 Canada Inc. which are not held by the Issuer and which are exchangeable by their holders, on a one for one basis, into shares of common stock of the Issuer; (b) 6544631 Canada Inc. holds all of the outstanding securities of IntelGenx Corp.; and (c) no other person has any other right, option or agreement to acquire any securities of such subsidiaries;
 - (d) the authorized share capital of the Issuer consists of 100,000,000 Common Shares with a par value of US\$0.00001 and 20,000,000 shares of preferred stock with a par value of US\$0.00001 and, as at August 25, 2010, 33,081,271 Common Shares and no shares of preferred stock were issued and outstanding as fully paid and non-assessable shares in the capital of the Issuer;
 - (e) the Issuer will reserve or set aside sufficient Common Shares in its treasury to issue the Shares, the Warrant Shares and the Agent's Shares, and upon the issuance thereof, the Shares, the Warrant Shares and the Agent's Shares will all be duly and validly issued as fully paid and non-assessable;
 - (f) the representations made by the Issuer in the Subscription Agreements are accurate in all material respects and will omit no fact, the omission of which would make any such representations misleading or incorrect;
 - (g) the Issuer is a "reporting issuer" in the province of British Columbia, Alberta, Manitoba, Ontario and Quebec and is not in material default of or in material non-compliance with any of the requirements of the U.S. Securities Act, the U.S. Exchange Act, the Acts or any of the administrative policies or notices of the Exchange;
 - (h) no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or any of its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;
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- (i) the Issuer is in material compliance with the applicable filing and certification requirements of each of National Instrument 51-102 *Continuous Disclosure Obligations* and Multilateral Instrument 52-109 *Certification of Disclosure in Issuer's Annual and Interim Filings* ;
 - (j) to the Issuer's knowledge, the Issuer's auditors are independent public accountants as required by the Acts;
 - (k) there has never been any reportable event (within the meaning of National Instrument 51-102) with the present or any former auditor of the Issuer;
 - (l) the Common Shares are listed for trading on the Exchange and the Shares and Warrant Shares to be issued hereunder will, at the time of issue, be conditionally listed on the Exchange or otherwise accepted for listing on the Exchange;
 - (m) the Securities will not be subject to a restricted period or statutory hold period under the Acts or to any resale restrictions under the policies of the Exchange which extends beyond four months and one day after the issuance of the Securities;
 - (n) except as qualified by the Disclosure Record, the Issuer or its subsidiaries, as the case may be, is the beneficial owner of the properties, business and assets or the interests in the properties, business or assets referred to in the Disclosure Record and all agreements by which the Issuer or any of its subsidiaries holds an interest in a property, business or assets are in good standing according to their terms and the properties in which the Issuer or a subsidiary holds an interest are in good standing under the applicable laws of the jurisdictions in which they are situated;
 - (o) there are no material misrepresentations in any of the documents that comprise the Disclosure Record or other publicly filed documents relating to the Issuer or its properties or assets which have not been superseded by subsequent disclosure in the Disclosure Record and the Disclosure Record does not omit any Material Fact relating to the Issuer or its subsidiaries;
 - (p) neither the issuer nor any subsidiary thereof has committed an act of bankruptcy or is insolvent, has proposed a compromise or arrangement to its creditors generally, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any proceedings with respect to a compromise or arrangement, has taken any proceedings to have itself declared bankrupt or wound-up, has taken any proceedings to have a receiver appointed for any of its property or has had any execution or distress become enforceable or become levied upon any of its property;
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- (q) the Issuer's consolidated financial statements contained in the Disclosure Record have all been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis, accurately reflect the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer and its subsidiaries (on a consolidated basis), as of the date thereof, and no adverse Material Changes in the financial position of the Issuer or any of its subsidiaries have taken place since the date of the most recent such audited financial statements and, to the Issuer's knowledge, the accounting firm that has audited the Issuer's consolidated financial statements contained in the Disclosure Record is an independent public accountant as required by the Exchange Act and the rules of the Public Company Accounting Oversight Board ("PCAOB") and is registered and in good standing with PCAOB;
 - (r) each report filed with the SEC (an "**SEC Report**") containing financial statements that has been filed with or submitted to the SEC since December 31, 2006 by or on behalf of the Issuer, was accompanied by the certifications required to be filed or submitted by the Issuer's chief executive officer and chief financial officer pursuant to the *Sarbanes-Oxley Act of 2002* (the "**Sarbanes-Oxley Act**"); at the time of filing or submission of each certification, such certification was true and accurate and complied with the Sarbanes-Oxley Act and the rules and regulations promulgated thereunder; such certifications contain no qualifications or exceptions to the matters certified therein and have not been modified or withdrawn; and neither the Issuer nor any of its officers has received notice from any governmental entity questioning or challenging the accuracy, completeness, form or manner of filing or submission of such certification;
 - (s) there is and has been no failure on the part of the Issuer or any of its directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act and the rules and regulations promulgated in connection therewith, including, without limitation, Section 402 related to loans;
 - (t) the Issuer has materially complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policies and directions, including, without limitation, the Acts and the Delaware General Corporation Law in relation to the issue and trading of its securities and in all matters relating to the Private Placement;
 - (u) there is no Material Change relating to the Issuer or any of its subsidiaries, and no change in any Material Fact relating to any of the Units which has not been or will not be fully disclosed in accordance with the requirements of the Acts, the U.S. Exchange Act and the policies of the Exchange;
 - (v) the issue and sale of the Securities by the Issuer do not and will not conflict with, or result in a breach of, any of the terms of the Issuer's incorporating documents or any agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which it is bound;
 - (w) other than as disclosed in the Disclosure Record, neither the Issuer nor any of its subsidiaries is a party to any actions, suits or proceedings which could materially affect its respective business or financial condition, and to the best of the Issuer's knowledge no such actions, suits or proceedings are contemplated or have been threatened;
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- (x) neither the Issuer nor any of its subsidiaries, nor to the best of the Issuer's knowledge, any other party, is in default in the observance or performance of any term or obligation to be performed by it under any contract entered into by the Issuer or any subsidiary which is material to the business of the Issuer or any subsidiary on a consolidated basis and, to the best of the Issuer's knowledge, no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would have a material adverse effect on the assets or properties, business, results of operations, prospects or condition (financial or otherwise) of the Issuer;
 - (y) there are no judgments against the Issuer or any of its subsidiaries which are unsatisfied, nor is the Issuer or any of its subsidiaries subject to any consent decrees or injunctions;
 - (z) this Agreement has been duly authorized by all necessary corporate action on the part of the Issuer, and the Issuer has full corporate power and authority to undertake the Private Placement, and this Agreement and the Subscription Agreements have been or will by the Closing be duly authorized, executed and delivered by the Issuer and are or will be legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;
 - (aa) except as disclosed in the Disclosure Record, no person has or will, at Closing, have any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Issuer or any of its subsidiaries or any other security convertible into or exchangeable for any such shares, or to require the Issuer or its subsidiaries to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;
 - (bb) the Issuer and each of its subsidiaries has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
 - (cc) the Issuer and each of its subsidiaries has established on its respective books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer or any of its subsidiaries except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer or any of its subsidiaries which are known by the Issuer's management to be pending, and there are no claims which have been or, to the Issuer's knowledge, may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer or any of its subsidiaries;
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- (dd) except as disclosed in the Disclosure Record, all operations of the Issuer and each of its subsidiaries have been conducted in accordance with good industry practices and to the best of the Issuer's knowledge, in material compliance with applicable laws, rules, regulations, orders and directions of government and other competent authorities and, except as described in the Disclosure Record, the Issuer has all necessary authorizations, approvals, consents, orders, licenses, certificates and permits of and from all governmental or regulatory bodies or any other person or entity including, without limitation, the United States Food and Drug Administration (the "FDA") and any agency of any foreign government and any other foreign regulatory authority exercising authority comparable to that of the FDA, to own, lease and license its assets and properties and conduct its business, all of which are valid and in full force and effect;
 - (ee) the minute books of the Issuer and each of its subsidiaries as provided or made available to the Agent are true and correct in all material respects and contain all the resolutions of its directors and shareholders, save for the resolutions approving the Private Placement;
 - (ff) the Issuer or its subsidiaries owns or has the right to use under license, sublicense or otherwise all material Intellectual Property used by the Issuer and its subsidiaries in each of their respective business. The Intellectual Property owned by the Issuer and its subsidiaries is free and clear of any and all liens, encumbrances or security interests of any nature, except for encumbrances or security interests granted in respect of general bank security incurred or granted, as the case may be, in the ordinary course of business;
 - (gg) except as disclosed in the Disclosure Record, there are no material restrictions on the ability of the Issuer and its subsidiaries to use and exploit all rights in the Intellectual Property required in the ordinary course of their respective businesses as currently conducted;
 - (hh) none of the rights of the Issuer or any of its subsidiaries in any Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;
 - (ii) except as disclosed in the Disclosure Record, neither the Issuer nor any of its subsidiaries has received any notice of infringements of the Intellectual Property of any third party and, to the knowledge of the Issuer, there are no material infringements of or conflicts with asserted rights of others with respect to any of the Intellectual Property of the Issuer or any subsidiaries or of circumstances that would render any of the Issuer's or any subsidiary's Intellectual Property invalid or inadequate to protect the interests of the Issuer or the subsidiaries therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a material adverse effect on the Issuer and its subsidiaries, on a consolidated basis;
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- (jj) the Issuer and each of its subsidiaries has taken reasonable measures to protect and preserve the confidentiality of all confidential information, trade secrets, know how and other non-patented proprietary information of the Issuer and its subsidiaries, and to protect and preserve its rights to all copyrighted material, confidential information, trade secrets, know how and other non-patented proprietary information relating to the business of the Issuer and its subsidiaries and developed or acquired by the Issuer's or its subsidiary's directors, officers, employees and consultants, including without limitation, the procurement of proprietary invention assignments and non-disclosure agreements from officers, employees, consultants, subcontractors and other persons who have access to such information or materials;
 - (kk) the Issuer is not, and after giving effect to the offer and sale of the Securities and the application of the proceeds of the Private Placement will not be, required to be registered as an "investment company" under the United States Investment Company Act of 1940, as amended and is not and will not be an entity "controlled" by an "investment company" within the meaning of such act;
 - (ll) neither the Issuer nor any of its affiliates, nor any person acting on its or their behalf (i) has made or will make any "directed selling efforts" (as such term is defined in Regulation S) in the United States;
 - (mm) the Issuer has not sold, offered for sale or solicited any offer to buy any of its securities in a manner that would be in violation of Section 5 of the U.S. Securities Act or any state securities laws, and all securities offered and sold in reliance upon an exemption from the registration requirements of the U.S. Securities Act, including offers and sales pursuant to Section 4(2) of the U.S. Securities Act, Regulation D or Rule 903 of Regulation S, were issued as "restricted securities" and contained an appropriate restrictive legend to such effect; further, the Issuer has not authorized the removal of any U.S. restrictive legend in violation of Rule 905 of Regulation S;
 - (nn) the Issuer has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited any offer to buy any of its securities in a manner that would be integrated with the offer and sale of the Units and would cause the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Units;
 - (oo) the Issuer is a Domestic Issuer;
 - (pp) the Issuer is subject to the reporting requirements of section 13(a) or 15(d) of the U.S. Exchange Act, has filed with the SEC all reports required to be filed pursuant to the U.S. Exchange Act, such reports at the time they were filed with the SEC materially complied as to form with the requirements of the U.S. Exchange Act and the Issuer is not in default of any of the requirements of the U. S. Exchange Act;
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- (qq) neither the Issuer or, to the Issuer's knowledge, any of its employees or agents, has at any time during the last five years (i) made any unlawful contribution to any candidate for non-United States office, or failed to disclose fully any such contribution in violation of law, or (ii) made any payment to any federal or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by the laws of the United States of any jurisdiction thereof. The operations of the Issuer are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws** ") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any Subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Issuer, threatened. Neither the Issuer nor, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U. S. Treasury Department ("**OFAC** "); and the Issuer will not directly or indirectly use the proceeds of the Private Placement, or lend, contribute or otherwise make available such proceeds to any joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC;
- (rr) the Issuer has fulfilled its obligations, if any, under the minimum funding standards of Section 302 of the U.S. Employee Retirement Income Security Act of 1974 ("**ERISA** ") and the regulations and published interpretations thereunder with respect to each "plan" as defined in Section 3(3) of ERISA and such regulations and published interpretations in which its employees are eligible to participate and each such plan is in compliance in all material respects with the presently applicable provisions of ERISA and such regulations and published interpretations. No "Reportable Event" (as defined in 12 ERISA) has occurred with respect to any "Pension Plan" (as defined in ERISA) for which the Issuer could have any liability;
- (ss) the Issuer has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the U.S. Exchange Act), which: (i) are designed to ensure that material information relating to the Issuer is made known to the Issuer's principal executive officer and its principal financial officer by others within the Issuer, particularly during the periods in which the periodic reports required under the U.S. Exchange Act are required to be prepared; (ii) provide for the periodic evaluation of the effectiveness of such disclosure controls and procedures at the end of the periods in which the periodic reports are required to be prepared; and (iii) are effective in all material respects to perform the functions for which they were established;
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- (tt) the Issuer maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the U.S. Exchange Act) that complies with the requirements of the U.S. Exchange Act and has been designed by the Issuer's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with United States generally accepted accounting principles. The Issuer's internal control over financial reporting is effective and the Issuer is not aware of any material weaknesses in their internal control over financial reporting;
- (uu) the Issuer or, to the Issuer's knowledge, any other person associated with or acting on behalf of the Issuer including, without limitation, any director, officer, agent or employee of the Issuer or its subsidiaries, has not, directly or indirectly, while acting on behalf of the Issuer or its subsidiaries (i) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns from corporate funds; (iii) violated any provision of the Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any other unlawful payment;
- (vv) the Issuer will use all reasonable efforts to file, as required, the Registration Statement within the time period set forth in the Registration Rights Agreement;
- (ww) the Issuer has not withheld, and will not withhold from the Agent, any facts relating to the Issuer or to the offering of the Units that would reasonably be considered material to a Purchaser;
- (xx) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein which has not otherwise been disclosed to the Agent; and
- (yy) the warranties and representations in this section are true and correct and will remain so as of the Closing.

13.2 The Agent warrants and represents to and covenants with the Issuer that:

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;
 - (b) it is a broker or dealer properly registered under the Acts;
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- (c) it will be acquiring Compensation Options as principal for its own account and not for the benefit of any other person and is an “accredited investor” as such term is defined under National Instrument 45-106;
- (d) the Agent has not been created or is being used solely to purchase or hold securities as an “accredited investor” as such term is defined in National Instrument 45-106;
- (e) it is a member in good standing of the Exchange;
- (f) it is not a U.S. Person, did not receive the offer to acquire Compensation Options in the United States, did not execute this Agreement and did not and will not receive any such Compensation Options in the United States and is not acquiring Compensation Options for the account or benefit of a U.S. Person or person in the United States;
- (g) in connection with the Private Placement, it will, on behalf of the Issuer, sell the Units to the Purchasers in compliance with the Acts and the restrictions set out in Section 5;
- (h) it has not and will not conduct any directed selling efforts” (as such term is defined in Regulation S) in the United States;
- (i) the Agent and its representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Securities in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise or conducted any seminar or meeting concerning the offer or sale of the Securities whose attendees have been invited by any general solicitation or general advertising; and
- (j) it will not engage in hedging transactions in regards to the Common Shares other than in compliance with Regulation S of the U.S. Securities Act.

13.3 The Agent acknowledges that none of the Compensation Options or the Agent’s Shares have been and may not be registered under the U.S. Securities Act or the securities laws of any state and that the Compensation Options may not be exercised in the United States or by or on behalf of a U.S. Person, nor may the Compensation Options or the Agent’s Shares be offered or sold in the United States unless registered under the U.S. Securities Act or pursuant to an exemption from the registration requirements thereunder and any applicable state securities law is available.

14. EXPENSES OF AGENT

14.1 The Issuer will pay all of the expenses of the Private Placement and all the reasonable expenses incurred by the Agent in connection with the Private Placement including, without limitation, the reasonable fees and expenses of the legal counsel for the Agent.

14.2 The Issuer will pay the expenses referred to in the previous subsection even if the transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

14.3 The Agent may, from time to time, render accounts for its reasonable expenses in connection with the Private Placement to the Issuer for payment on or before the dates set out in the accounts.

14.4 The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Private Placement, including, without limitation, the reasonable fees and expenses of its legal counsel, from the proceeds of the Private Placement and any advance payments made by the Issuer, including expenses for which an account has not yet been rendered.

15. INDEMNITY

15.1 Notwithstanding any other term hereof, the Issuer will indemnify the Agent and each of the Agent's subsidiaries and affiliates and each of their respective agents, directors, officers and employees (collectively, the "**Indemnified Parties**") and save them harmless against all losses, claims, damages or liabilities:

- (a) existing by reason of an untrue material statement contained in the Disclosure Record, any Subscription Agreement or other written or oral representation made by the Issuer to a Purchaser or potential Purchaser in connection with the Private Placement (except for information and statements supplied by and relating solely to the Agent);
 - (b) arising directly or indirectly out of any order made by any regulatory authority, based upon an allegation that any such untrue statement or representation, or omission exists (except information and statements supplied by and relating solely to the Agent), that trading in or distribution of any of the Securities is to cease;
 - (c) resulting from the failure by the Issuer to obtain the requisite regulatory approval for the Private Placement unless the failure to obtain such approval is the result of a breach of this Agreement by the Agent or the Exchange's discretion to refuse to provide final acceptance of the subscription of any Purchaser;
 - (d) resulting from the breach by the Issuer of any of the material terms of this Agreement;
 - (e) resulting from any breach of any representation or warranty made by the Issuer herein;
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- (f) if the Issuer fails to issue and deliver the Certificates representing the Securities in the form and denominations reasonably satisfactory to the Agent at the time and place required by the Agent with the result that any completion of a sale of the Securities does not take place;
- (g) if, following the completion of a sale of any of the Securities, a determination is made by any competent authority setting aside the sale, unless that determination arises out of an act or omission by the Agent; or
- (h) otherwise suffered by the Indemnified Party as a result of acting hereunder,

provided that, in the event of a court of competent jurisdiction in a final judgment from which no appeal can be made or a regulatory authority in a final order from which no appeal can be made shall determine that the losses, claims, damages or liabilities for which indemnity is claimed resulted from the negligence, wilful misconduct, fraud or dishonesty of an Indemnified Party, this indemnity shall not apply.

15.2 If any action or claim is brought against an Indemnified Party in respect of which indemnity may be sought from the Issuer pursuant to this Agreement, the Indemnified Party will promptly notify the Issuer in writing.

15.3 The Issuer will assume the defence of any action or claim brought by a third party, including the employment of counsel and the payment of all expenses as and when such expenses are incurred.

15.4 The Indemnified Party will have the right to employ separate counsel, and the Issuer will pay the reasonable fees and expenses of such counsel if:

- (a) the Indemnified Party has been advised by counsel, acting reasonably, that representation of the Issuer and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them; or
- (b) the Issuer has failed within a reasonable time after receipt of such written notice to assume the defense of such action or claim.

15.5 It is understood and agreed that neither party may effect any settlement of any such action or claim or make any admission of liability without the written consent of the other party, such consent not to be unreasonably withheld or delayed.

15.6 The indemnity provided for in this section will not be limited or otherwise affected by any other indemnity obtained by any Indemnified Party from any other person in respect of any matters specified in this Agreement and will continue in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated by this Agreement has been extinguished by the operation of law.

15.7 If indemnification under this Agreement is found in a final judgment (not subject to further appeal) by a court of competent jurisdiction not to be available for reason of public policy, the Issuer and each Indemnified Party will contribute to the losses, claims, damages, liabilities or expenses (or actions in respect thereof) for which such indemnification is held unavailable in such proportion as is appropriate to reflect the relative benefits to and fault of the Issuer, on the one hand, and each respective Indemnified Party on the other hand, in connection with the matter giving rise to such losses, claims, damages, liabilities or expenses (or actions in respect thereof). No person found liable for a fraudulent misrepresentation (within the meaning of applicable securities laws) will be entitled to contribution from any person who is not found liable for such fraudulent misrepresentation.

15.8 To the extent that any Indemnified Party is not a party to this Agreement, the Agent will obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

16. RIGHT OF FIRST REFUSAL

16.1 The Issuer will provide the Agent written notice (the “**ROFR Notice**”) setting out the terms of any further equity financing that it requires or proposes to obtain in a brokered financing during the 12 months following the Closing Date and the Agent will have the right of first refusal (the “**ROFR**”) to act as the Issuer’s sole and exclusive agent to distribute securities to potential purchasers in respect of any such financing.

16.2 The ROFR must be exercised by the Agent within 10 days following the receipt of the ROFR Notice by notifying the Issuer that it will act as the Issuer’s exclusive agent with respect to such financing on the terms set out in the ROFR Notice subject to such commissions and fees as may be mutually agreed between the Agent and the Issuer.

16.3 If the Agent fails to give notice within the 10 days referred to in Section 17.2 that it will provide such financing upon the terms set out in the ROFR Notice, the Issuer will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Issuer.

16.4 The ROFR provided in this Section 17 will not terminate if, on receipt of any ROFR Notice from the Issuer under this section, the Agent fails to exercise the ROFR.

17. ASSIGNMENT AND SELLING GROUP PARTICIPATION

17.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Issuer, and any required notice has been given to and accepted by the Regulatory Authorities.

17.2 Notwithstanding Section 17.1, the Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may or who may not be offered part of the Agent’s Commission and the Compensation Options. The Agent agrees, however, that the Compensation Options will not be offered pursuant to this paragraph and will not be issued by the Issuer except to a person who the Agent reasonably believes complies with the representations and warranties set forth in Section 13.2 of this Agreement. The Agent shall be solely responsible for all compensation of the selling group members, such compensation to be derived from the Agent’s Commission hereunder.

18. CONFIDENTIALITY

18.1 The Agent will establish reasonable procedures to hold in confidence all information received by it from the Issuer which has not been generally disclosed to the public and will not knowingly disclose such information, except as required in its opinion, acting reasonably, to discharge its obligations:

- (a) under this Agreement; and
- (b) under applicable law or regulatory policy.

19. PUBLIC DISCLOSURE

19.1 The Issuer agrees that no public announcement or press release concerning this Agreement or any other instrument related thereto, or the relationship between the Issuer and the Agent shall be made without prior written consent of the Agent, such consent not to be unreasonably withheld or delayed.

20. SEVERABILITY

20.1 If any provision of this Agreement is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included.

21. NOTICE

21.1 All notices required to be given under this Agreement must be made in writing and either delivered or sent by facsimile to the party to whom notice is to be given at the address below or at such other address designated by that party in writing:

If to the Issuer:

IntelGenx Technologies Corp.
6425 Abrams
Ville St. Laurent, Quebec
H4S 1X9

Attention: Horst G. Zerbe
Fax: (514) 331-0436

with a copy to:

Hodgson Russ LLP
150 King Street
Toronto, Ontario
M5H 1J9

Attention: Richard B. Raymer
Fax: (416) 595-5021

If to the Agent:

Bolder Investment Partners, Ltd.
Suite 800 – 1450 Creekside Drive
Vancouver, BC
V6J 5B3

Attention: Martin Burian
Fax: (604) 714-2301

with a copy to:

McCullough O'Connor Irwin LLP
Solicitors
Suite 2610, Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

Attention: James Beeby
Fax: (604) 687-7099

21.2 If notice is sent by facsimile or is delivered, it will be deemed to have been given at the time of transmission or delivery.

21.3 If notice is mailed, it will be deemed to have been received five Business Days following the date of mailing of the notice unless there is an interruption in normal mail service due to strike, labour unrest or other cause during such five Business Days, in which case any notice sent by mail shall be deemed not to have been received until it is actually received.

22. GENERAL

22.1 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

22.2 The representations, warranties, covenants and indemnities of the Issuer and the Agent contained in this Agreement will survive the Closing and will continue in full force and effect for the benefit of the parties, regardless of any due diligence investigation carried out by or on behalf of any party with respect thereto.

22.3 This Agreement is to be read with all changes in gender or number as required by the context.

22.4 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party.

22.5 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

22.6 This Agreement is governed by, subject to and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the courts of the Province of British Columbia will have the exclusive jurisdiction over any dispute arising in connection with this Agreement.

22.7 Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

22.8 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and, except as incorporated by reference above, there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement unless signed by each party and purporting to be an amendment to this Agreement.

22.9 This Agreement may be executed in two or more counterparts and may be delivered by electronic delivery or facsimile, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the date first given above.

The remainder of this page left intentionally blank.

If the terms of this Agreement accurately reflect your understanding and you agree with them, then please signify your acceptance by signing each copy or counterpart of this Agreement on behalf of the Issuer where indicated below. Please return the originally signed copies or counterparts to us.

Yours truly,

BOLDER INVESTMENT PARTNERS, LTD.

Per: /s/ Paul Woodward
Authorized Signatory

The foregoing is accepted and agreed to by IntelGenx Technologies Corp.. on the 27th day of August, 2010, effective as of the date appearing on the first page of this Agreement.

INTELGENX TECHNOLOGIES CORP.

Per: /s/ Horst G. Zerbe
Authorized Signatory

**INTELGENX TECHNOLOGIES CORP.
REGISTRATION RIGHTS AGREEMENT**

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of the ° day of August, 2010 between IntelGenx Technologies Corp., a Delaware corporation (the “**Company**”), and each of the several purchasers signatory hereto (each such purchaser, a “**Purchaser**” and, collectively, the “**Purchasers**”).

RECITALS

WHEREAS the Company proposes to issue to the Purchasers Units (the “**Units**”), each Unit is comprised of one share of common stock of the Company (the “**Unit Shares**”) and one common share purchase warrant (the “**Warrants**”) entitling the Purchasers to subscribe for one share of common stock of the Company (the “**Warrant Shares**”) pursuant to subscription agreements as described in the Agency Agreement dated °, 2010 (the “**Agency Agreement**”) between the Company and Bolder Investment Partners Ltd. (the “**Agents**”);

AND WHEREAS the Company proposes to issue to the Agents compensation options (the “**Compensation Options**”) entitling the Agents to acquire shares of common stock of the Company (the “**Compensation Option Shares**”) pursuant to the Agency Agreement;

AND WHEREAS, pursuant to the Agency Agreement, the Company has agreed to effect the registration of the Unit Shares, Warrants, Warrant Shares, Compensation Options, and Compensation Option Shares on the terms and subject to the conditions set forth and herein;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereby agree as follows:

1. REGISTRATION RIGHTS.

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) “**Closing**” shall mean the closing of the initial sale of the Units and the issuance of the Compensation Options;
- (b) “**Commission**” shall mean the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act;
- (c) “**Common Shares**” shall mean shares of common stock of the Company;
- (d) “**Exchange Act**” shall mean the United States Securities Exchange Act of 1934, as amended;
- (e) “**Holder**” shall mean any holder of Registrable Securities and any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 1.8 hereof;
- (f) “**Registrable Securities**” shall mean (i) the Unit Shares, (ii) the Warrants, (iii) the Warrant Shares, (iv) the Compensation Options, (v) the Compensation Option Shares, and (vi) any Common Shares issued as a dividend or other distribution with respect to or in exchange for or in replacement of the securities referenced in (i) to (vi) above, provided, however, that Registrable Securities shall not include (a) any Unit Shares, Warrant Shares or Compensation Options sold to the public either pursuant to a registered public offering or Rule 144, or (b) any Common Unit Shares, Warrant Shares or Compensation Options held by a Holder that may immediately be sold under Rule 144(b)(1);

- (g) The terms “ **register** ,” “ **registered** ” and “ **registration** ” shall refer to a registration effected by preparing and filing the Registration Statement, and the declaration or ordering of the effectiveness of such registration statement;
- (h) “ **Registration Expenses** ” shall mean all expenses incurred in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, fees and disbursements of counsel for the Holders (which shall not exceed in the aggregate US\$5,000) and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, and the compensation of regular employees of the Company, which shall be paid in any event by the Company;
- (i) “ **Registration Statement** ” shall mean the registration statement filed by the Company pursuant to the Securities Act relating to the resale of the Registrable Securities by the Holders, and all amendments and supplements to such Registration Statement, including pre- and post-effective amendments;
- (j) “ **Rule 144** ” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission;
- (k) “ **Securities Act** ” shall mean the United States *Securities Act of 1933* , as amended;
- (l) “ **Selling Expenses** ” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities;
- (m) “ **Shell Issuer** ” means an issuer with no or nominal operations and either (i) no or nominal assets, (ii) assets consisting solely of cash and cash equivalents or (iii) assets consisting of any amount of cash and cash equivalents and nominal other assets; and
- (n) “ **Purchasers** ” shall mean the persons acquiring Registrable Securities in connection with subscription agreements in the form agreed upon by the Agents and the Company.

1.2 Registration

- (a) The Company covenants to prepare and file with the Commission, as promptly as practicable following the Closing and in any event within 30 days after the Closing, a Registration Statement for an offering to be made on a continuous shelf basis following the date of effectiveness covering the resale of the Registrable Securities by the Holders. The Registration Statement shall be on Form S-1, if available, under the Securities Act or another appropriate form selected by the Company permitting registration of the resale of the Registrable Securities by the Holders from time to time. The Company shall use its best efforts to cause the Registration Statement to become effective pursuant to the Securities Act within 120 days after the Closing.
- (b) The Registration Statement shall not be deemed to have become effective under the Securities Act unless it has been filed and has been declared effective under the Securities Act by the Commission and remains effective pursuant to the Securities Act with respect to the disposition of all Registrable Securities on a continuous shelf basis until all such Registrable Securities are sold or cease to be Registrable Securities.

1.3 Expenses of Registration. The Company shall pay all Registration Expenses whether or not such registration shall become effective.

1.4 Registration Procedures. In the case of the registration effected by the Company pursuant to this Agreement, the Company will keep each Holder advised in writing as to the initiation of such registration and as to the completion thereof. At its expense, the Company will use its best efforts to:

- (a) keep such Registration Statement effective until all such Registrable Securities are sold pursuant to the Registration Statement or cease to be Registrable Securities; provided however, that unless prior thereto all such Registrable Securities are (i) sold pursuant to the Registration Statement or Rule 144, or (ii) reissued by the Company without restrictive legend and may immediately be sold under Rule 144 without restrictions, such Registration Statement shall be kept effective for a period of at least five years; provided further, that if at any time after the Registration Statement is no longer required to be kept effective pursuant to the above provisions of this subparagraph and is no longer effective, but prior to the time that all the Unit Shares, Warrant Shares or Compensation Option Shares have been sold either pursuant to the prior effective Registration Statement or Rule 144, the Company ceases to be subject to the reporting obligations of sections 13 or 15(d) of the Exchange Act, ceases to be current in its filing obligations under sections 13 or 15(d) of the Exchange Act (except for Form 8-K reports), or becomes a Shell Issuer (a “**Rule 144 Default Event**”), the Company shall promptly file a Registration Statement covering such unsold Unit Shares, Warrant Shares and Option Compensation Shares and shall keep such Registration Statement effective until such time as all the Unit Shares, Warrant Shares or Compensation Option Shares have been sold pursuant to such Registration Statement or the Company again becomes subject to the reporting obligations of sections 13 or 15(d) of the Exchange Act, is current in its reporting obligations under sections 13 or 15(d) of the Exchange Act and, in the case of the Company becoming a Shell Issuer, the Company ceases to be a Shell Issuer, has filed “Form 10 information” with the SEC and one year has elapsed since the Company filed such “Form 10 information”; upon occurrence of a Rule 144 Default Event, the Company shall be subject to the penalty provisions of Section 3 hereof for a filing default until such time as the Company files and brings effective a Registration Statement covering the unsold Units Shares, Warrant Shares and Compensation Option Shares or until such time as the Company is no longer required to keep such a Registration Statement effective pursuant to the above;
- (b) prepare and file with the Commission such amendments and supplements to such Registration Statement and any prospectus used in connection with such registration statement as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;
- (c) notify each seller of Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which a prospectus, if applicable, included in such registration statement, as then in effect, (i) no longer meets the requirements of Section 10(a)(3) of the Securities Act, or (ii) includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing, and that offers and sales of Registrable Securities in reliance on any such prospectus included in the Registration Statement must cease. Within five (5) business days of such notice, the Company shall prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus used shall meet the requirements of Section 10(a)(3) of the Securities Act, or not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing;

- (d) cause all such Registrable Securities registered pursuant hereunder to be listed or quoted on each securities exchange or quotation service on which similar securities issued by the Company are then, or subsequently, listed;
- (e) use its best efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the Holders to consummate the disposition of the Registrable Securities;
- (f) provide a transfer agent and registrar for all Registrable Securities registered pursuant to the Registration Statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;
- (g) otherwise comply with all applicable rules and regulations of the Commission;
- (h) subject to compliance with the requirements of the Securities Act, cooperate with the Holders to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities sold pursuant to the Registration Statement, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with instructions of the Holders that are provided to the Company;
- (i) in connection with any underwritten offering pursuant to a Registration Statement, the Company will enter into an underwriting agreement with an underwriter selected and retained by the Agents, and reasonably acceptable to the Company in its discretion, in form reasonably necessary to effect the offer and sale of such securities, provided such underwriting agreement contains reasonable and customary terms and provisions;
- (j) furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters or, if such securities are not being sold through underwriters, on the date that the Registration Statement becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in a underwritten public offering, (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by the Company's independent registered public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and if permitted by applicable accounting standards, to the Holders participating in such registration, and (iii) other documents and certificates as are customary for offerings of this type;
- (k) use its best efforts to register and qualify the Registrable Securities under such other securities or blue sky laws of such jurisdictions as each Holder shall request, and do any and all other acts and things which may be necessary or advisable to enable such Holder to consummate the public sale or other disposition in such jurisdictions of the securities owned by such Holder; and
- (l) take such other actions as shall be reasonably requested by the Agents to facilitate the registration and sale of the Registrable Securities.

Indemnification.

- (a) The Company will indemnify each Holder, each of its officers, directors and partners, legal counsel, and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration has been effected pursuant to this Agreement, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any such underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings or settlements in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation thereunder applicable to the Company and relating to action required of the Company in connection with any such registration, and will reimburse each such Holder, each of its officers, directors, partners, legal counsel, and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder or underwriter. It is agreed that the indemnity agreement contained in this Section 1.5 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).
- (b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration is being effected, indemnify the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such other Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in the Registration Statement in reliance upon and in conformity with written information furnished to the Company by such Holder provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this Section 1.5 exceed the gross proceeds from the offering received by such Holder.
- (c) Each party entitled to indemnification under this Section 1.5 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 1.5, to the extent such failure is not materially prejudicial to such defence. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

- (d) If the indemnification provided for in this Section 1.5 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.
- (e) The Indemnifying Party agrees to reimburse any Indemnified Party monthly upon receipt of invoice(s) therefor, for the time spent by the Indemnified Party's personnel where they are required to testify, attend or otherwise respond to any claim at their normal per diem rates.
- (f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

1.6 Information by Holder. Each Holder shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification or compliance referred to in this Agreement.

1.7 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to:

- (a) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time it is subject to such reporting requirements; and

- (b) so long as a Holder owns any Registrable Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

1.8 Transfer or Assignment of Registration Rights. The registration rights granted to a Holder by the Company under this Agreement may be transferred or assigned by a Holder provided that the Company is given written notice at the time of or within a reasonable time after said transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities being transferred or assigned. Such transferees (other than transferees that acquire the Registrable Securities in a registered public offering or pursuant to a sale under Rule 144) shall automatically be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by the terms and provisions of this Agreement as if it were a party hereto, and shall be deemed to be Holders under this Agreement.

1.9 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1.

1.10 Time is of Essence. The Company agrees that time is of the essence of each of the covenants contained herein and that, in the event of a dispute hereunder, this Agreement is to be interpreted and construed in a manner that will enable the Holders to sell their Registrable Securities as quickly as possible. Any delay on the part of the Company not expressly permitted under this Agreement, whether material or not, shall be deemed a material breach of this Agreement.

1.11 Remedies Upon Default or Delay. The Company acknowledges the breach of any part of this Agreement may cause irreparable harm to a Holder and that monetary damages alone may be inadequate. The Company therefore agrees that the Holder shall be entitled to injunctive relief or such other applicable remedy as a court of competent jurisdiction may provide. Nothing contained herein will be construed to limit a Holder's right to any remedies at law, including recovery of damages for breach of any part of this Agreement.

2. COVENANTS OF THE COMPANY.

The Company hereby covenants and agrees, so long as any Holder owns any Registrable Securities, as follows:

2.1 Maintain Listing. The Company covenants that, once it has registered the Registrable Securities under the Securities Act, it shall maintain the listing or quotation of such securities on each stock exchange or quotation on which such securities are, or subsequently become, listed.

3. SECTION 3. LIQUIDATED DAMAGES

3.1 Filing Default. If the Registration Statement is not filed on or prior to 30 days after Closing (the "**Filing Deadline Date**"), any such failure or breach being referred to as a "Filing Default" and the date on which such event occurs (the "**Filing Default Date**"), then in addition to any other rights available to the Holders on such Filing Default Date, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 2% of the product of (i) the subscription price, and (ii) the number of Unit Shares held by such Holder as of the Filing Default Date that are Registrable Securities (which remedy shall not be exclusive of any other remedies available under this Agreement).

3.2 Effectiveness Default. If the Registration Statement is not declared effective by the Commission or otherwise becomes effective on or prior to 120 days after Closing (the "**Effectiveness Deadline Date**") any such failure or breach being referred to as a "Effectiveness Default" and the date on which such event occurs, the "Effectiveness Default Date", then in addition to any other rights available to the Holders: (a) on such Effectiveness Default Date, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the product of (i) the subscription price, and (ii) the number of Unit Shares held by such Holder as of the Effectiveness Default Date that are Registrable Securities (such product, the "**Holder's Subscription Amount**") (which remedy shall not be exclusive of any other remedies available under this Agreement); and (a) on each 30 day anniversary of each such Effectiveness Default Date thereof (if the applicable default shall not have been cured by such date) until the applicable Effectiveness Default is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the Holder's Subscription Amount.

3.3 Unauthorized Suspension. If after its effective date the Registration Statement ceases for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding the inability of any Holder to sell the Registrable Securities covered thereby due to market conditions, to be effective and available to the Holders as to all Registrable Securities to which it is required to cover at any time prior to the expiration of the Effectiveness Period for more than an aggregate of 30 trading days in any 12-month period (which need not be consecutive) (an "**Unauthorized Suspension**"), the date which such 30 trading day period is exceeded, being referred to as "Event Date"), then in addition to any other rights available to the Holders: (x) on such Unauthorized Suspension, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the product of (A) the subscription price, and (B) the number of Unit Shares held by such Holder as of the date of the Unauthorized Suspension that are Registrable Securities which are not eligible to be sold in the market by the Holder under Rule 144 (such product, the "**Holder's Amount**") (which remedy shall not be exclusive of any other remedies available under this Agreement); and (y) on each 30 day anniversary of each such Unauthorized Suspension thereof (if the applicable default shall not have been cured by such date) until the applicable Unauthorized Suspension is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the Holder's Amount.

3.4 Failure to Pay. If the Company fails to pay any partial liquidated damages pursuant to this Section 3 in full within seven days after the date payable, the Company will pay interest thereon at the prime rate as published by the Bank of Canada plus 2% calculated at the time of a failure to pay liquidated damages to the Holder pursuant to this Section 3, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a pro-rata basis for any portion of a month prior to the cure of a default set forth in this Section 3.

3.5 Maximum Payable. Notwithstanding anything else in this Agreement, the maximum payable by the Company to any Holder is a maximum of 10% of the Holder's Subscription Amount as liquidated damages under this Section 3.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware and the laws of the United States applicable therein.

4.2 Third Party Beneficiaries. Each Holder (other than the Agents) shall be a beneficiary of this Agreement and entitled to all of the rights and benefits of this Agreement as if such Holder was a party and signatory to this Agreement and shall, for all purposes, be deemed a Holder under this Agreement. If the Company shall so request, each Holder (other than the Agents) shall agree in writing to be subject to all of the terms hereof.

4.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

4.4 Entire Agreement; Amendment; Waiver. This Agreement (including the Exhibit hereto) constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Company and the holders of at least 50% of the Registrable Securities (including, in all instances, the Agents) and any such amendment, waiver, discharge or termination shall be binding on all the Holders, but in no event shall the obligation of any Holder hereunder be materially increased, except upon the written consent of such Holder. This Agreement may be amended to add additional stockholders as parties hereto with the consent of the Company and the Agents.

4.5 Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, sent by facsimile or delivered personally by hand or nationally recognized courier addressed (a) if to a Holder, as indicated on the list of Holders attached hereto as Exhibit "A", or at such other address or facsimile number as such holder or permitted assignee shall have furnished to the Company in writing, or (b) if to the Company, at such address or facsimile number as the Company shall have furnished to each Holder in writing. All such notices and other written communications shall be effective on the date of mailing, confirmed facsimile transfer or delivery.

4.6 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement or any waiver on the part of any Holder of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Holder, shall be cumulative and not alternative.

4.7 Rights; Severability. Unless otherwise expressly provided herein, a Holder's rights hereunder are several rights, not rights jointly held with any of the other Holders. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.8 Information Confidential. Each Holder acknowledges that the information received by them pursuant hereto may be confidential and for its use only, and it will not use such confidential information in violation of the Exchange Act or reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys), except in connection with the exercise of rights under this Agreement, unless the Company has made such information available to the public generally or such Holder is required to disclose such information by a governmental body.

4.9 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing or interpreting this Agreement.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

INTELGENX TECHNOLOGIES CORP.

Per: _____
Authorized Signing Officer

[SIGNATURE PAGE OF PURCHASERS]

Name of Holder:

Signature of Authorized Signatory of Holder :

Name of Authorized Signatory:

Title of Authorized Signatory:

[SIGNATURE PAGES CONTINUE]

EXHIBIT "A"

LIST OF HOLDERS

(see attached)

SUBSCRIPTION AGREEMENT – UNITS

INTELGEX TECHNOLOGIES CORP.

AND

BOLDER INVESTMENT PARTNERS, LTD.

Private Placement of up to 6,250,000 units (“Units”) at \$0.40 per Unit. Each unit will consist of one common share and one common share purchase warrant (a “Warrant”). Each Warrant will entitle the holder to purchase one common share of IntelGenx Technologies Corp. for 36 months following the closing of the offering at an exercise price of \$0.50. Unless otherwise indicated, all dollar amounts referred to herein, including the symbol “\$”, are in lawful currency of Canada.

INSTRUCTIONS**All Subscribers:**

1. Complete and sign pages 1 and 2 of the Subscription Agreement.
2. If you are a non-individual subscriber, complete and sign the **TSX-V Form 4C – Corporate Placee Registration Form – Appendix I. If you have previously filed a Form 4C with the TSX-V and it remains current**, then complete and sign the **Confirmation of Previously Filed Corporate Placee Registration Form – Appendix II, instead of Appendix I.**
3. If you are resident in Canada and are an “accredited investor” (as defined in Section 1.1 of this Agreement), complete and sign the **Accredited Investor Certificate – Appendix III, unless the aggregate cost of the Units you have subscribed for is not less than \$150,000.**
4. If you are resident in an International Jurisdiction (other than Canada or the United States), complete and sign the **International Investor Certificate – Appendix IV.**
5. Complete and sign the **Registration Rights Agreement – Appendix V and the Selling Securityholder Questionnaire attached as Schedule A thereto.**
6. **To subscribe complete, as applicable, and forward (i) this Subscription Agreement; (ii) all applicable Appendixes; (iii) the Registration Rights Agreement with the Selling Securityholder Questionnaire; and (iv) the subscription proceeds, to:**

Bolder Investment Partners, Ltd.
 800 – 1450 Creekside Drive
 Vancouver, BC V6J 5B3
 Attention: Martin Burian
 Fax : (604) 714-2326

THE SECURITIES TO WHICH THIS SUBSCRIPTION AGREEMENT RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR ANY APPLICABLE STATE SECURITIES LAWS, AND ARE BEING OFFERED AND ISSUED IN RELIANCE UPON AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS, AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. HEDGING TRANSACTIONS INVOLVING THE SECURITIES ARE PROHIBITED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.

SUBSCRIPTION AGREEMENT FOR UNITS

To: **IntelGenx Technologies Corp.** (the “ **Issuer** ”), 6425 Abrams, Ville St.-Laurent, Quebec, H4S 1X9

And To: **Bolder Investment Partners, Ltd .** (the “ **Agent** ”), 800-1450 Creekside Drive, Vancouver, British Columbia, V6J 5B3

The undersigned (the “ **Subscriber** ”) hereby acknowledges that the Issuer is proceeding with a private placement of up to 6,250,000 units (the “ **Units** ”) at a price of \$0.40 per Unit and irrevocably tenders to the Issuer and the Agent this subscription offer which, upon acceptance by the Issuer at its discretion, will constitute an agreement of the Subscriber to subscribe for, take up, purchase and pay for and, on the part of the Issuer, to issue and sell to the Subscriber the number of Units set out below on the terms and subject to the conditions set out in this Agreement. Each Unit will consist of one common share in the capital of the Issuer (a “ **Common Share** ”) and one common share purchase warrant (a “ **Warrant** ”). Each Warrant will entitle the holder to purchase one common share in the capital of the Issuer (a “ **Warrant Share** ”) for 36 months from the Closing Date (as defined herein) at an exercise price of \$0.50 per Warrant Share.

Number of Units:	_____
Aggregate Subscription Price at \$0.40 per Units:	\$ _____

DATED this _____ day of , 2010.

(Name of Subscriber – please print)

(Subscriber’s Residential or Head Office Address)

by: _____
(Official Capacity or Title – please print)

Authorized Signature

(Telephone Number)

(Please print name of individual whose signature appears above if different than the name of the Subscriber printed above.)

(Facsimile Number)

(E-mail Address)

Please complete if purchasing as an agent for a disclosed principal and not deemed to be purchasing as a principal under the applicable securities legislation

Name of disclosed principal

Address of disclosed principal

Telephone number of disclosed principal



Registration Instructions (if other than in name of Subscriber):

Name

Account reference, if applicable

Address

Delivery Instructions (if other than the address above):

Account reference, if applicable

Contact Name

Address

Telephone Number

Facsimile Number

Present Ownership of Securities

The Subscriber either **[check appropriate box]** :

- owns directly or indirectly, or exercises control or direction over, no Common Shares of the Issuer or securities convertible into Common Shares; or
- owns directly or indirectly, or exercises control or direction over _____, Common Shares of the Issuer and convertible securities entitling the Subscriber to acquire an additional _____ Common Shares.

Insider Status

The Subscriber either **[check appropriate box]** :

- is an "Insider" of the Issuer as defined in the *Securities Act* (Ontario); or
- is not an Insider of the Issuer.

Member of "Pro Group"

The Subscriber either **[check appropriate box]** :

- is a Member of the "Pro Group" as defined in Policy 1.1 of the TSX Venture Exchange; or
- is not a member of the Pro Group.

NOTE: The information collected herein will be used by the Issuer in determining whether the Subscriber meets the requirements for the applicable prospectus exemptions, for making certain filings with applicable regulatory authorities and for meeting its requirements under securities legislation with respect to the mailing of continuous disclosure materials of the Issuer to the Subscriber. By signing this subscription agreement, the Subscriber and any disclosed principal for whom the Subscriber is acting hereby consents to the collection and use of all of the Subscriber's or the disclosed principal's personal information contained herein by the Issuer for the above referenced purposes.



This subscription is accepted by IntelGenx Technologies Corp. this ____ day of _____, 2010.

INTELGENX TECHNOLOGIES CORP.

Per: _____
Authorized Signatory

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- (a) “ **1933 Act** ” means the United States *Securities Act of 1933* , as amended;
 - (b) “ **Accredited Investor** ” has the same meaning ascribed to that term in National Instrument 45-106;
 - (c) “ **Agency Agreement** ” means the agency agreement to be entered into between the Issuer and the Agent in connection with the Private Placement;
 - (d) “ **Agent** ” means Bolder Investment Partners, Ltd.;
 - (e) “ **Aggregate Subscription Price** ” means the aggregate dollar amount of the subscription under this Agreement as set out on the face page hereof;
 - (f) “ **Agreement** ” means this subscription agreement to be entered into between the Issuer and the Subscriber for the purchase of Units and includes all schedules and appendices attached hereto, in each case as they may be amended or supplemented from time to time;
 - (g) “ **AMF** ” means Autorité des Marchés Financiers;
 - (h) “ **Business Day** ” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;
 - (i) “ **Closing** ” means the closing of the Private Placement, on the Closing Date, pursuant to which the Units are issued to the Subscribers in accordance with the terms and conditions of this Agreement;
 - (j) “ **Closing Date** ” means the date of completion of the sale of the Units under the Private Placement as may be determined by the Agent and the Issuer;
 - (k) “ **Commissions** ” means, collectively, the provincial securities commission or other regulatory authority in each of the Jurisdictions;
 - (l) “ **Common Shares** ” means the previously unissued common shares in the capital of the Issuer, as presently constituted being offered by the Issuer pursuant to the Private Placement;
 - (m) “ **Compensation Options** ” has the meaning ascribed to that term in Section 5.1(x);
 - (n) “ **Disclosed Principal** ” has the meaning ascribed in subsection 5.1(c)(ii);
 - (o) “ **Disclosure Record** ” means the financial statements, management discussion and analysis, certifications, circulars, reports, forms, press releases and other documents filed by the Issuer on the System for Electronic Data Analysis and Retrieval (SEDAR) since December 31, 2006;
 - (p) “ **Exemptions** ” means the exemptions from the prospectus requirements outlined at sections 2.3 and 2.10 of National Instrument 45-106;
 - (q) “ **Insider** ” has the meaning ascribed in s.1(1) of the Ontario Act;
 - (r) “ **International Jurisdiction** ” means a jurisdiction other than and outside Canada and the United States;
 - (s) “ **Issue Price** ” means \$0.40 per Unit;
-

- (t) “ **Issuer** ” means IntelGenx Technologies Corp.;
 - (u) “ **Jurisdictions** ” means the provinces of British Columbia, Alberta and Ontario and such other Canadian provinces as agreed upon by the Company and the Agent where Subscribers are resident;
 - (v) “ **National Instrument 45-102** ” means National Instrument 45-102 – *Resale of Securities* published by the Canadian Securities Administrators;
 - (w) “ **National Instrument 45-106** ” means National Instrument 45-106 – *Prospectus and Registration Exemptions* published by the Canadian Securities Administrators;
 - (x) “ **Ontario Act** ” means the *Securities Act* (Ontario), the regulations and rules made thereunder and all published policy statements, blanket orders, notices, directions and rulings issued or adopted by the Ontario Securities Commission, all as amended;
 - (y) “ **Parties** ” or “ **Party** ” means the Subscriber, the Issuer or both, as the context requires;
 - (z) “ **Personal Information** ” has the meaning ascribed in section 10.5;
 - (aa) “ **Private Placement** ” means the offering of up to 6,250,000 Units by the Issuer on the terms set out in this Agreement;
 - (bb) “ **Registration Rights Agreement** ” means the Registration Rights Agreement attached hereto as Appendix V;
 - (cc) “ **Registration Statement** ” means an S-1 registration statement filed with the SEC in accordance with the 1933 Act qualifying the Common Shares, the Warrants and the Warrant Shares issuable on the exercise of the Warrants and the Compensation Options;
 - (dd) “ **Regulation S** ” means Regulation S promulgated under the 1933 Act;
 - (ee) “ **Regulatory Authorities** ” means the Commissions and the TSX-V and the securities regulatory authorities in an International Jurisdiction;
 - (ff) “ **Rule 144** ” means Rule 144 promulgated under the 1933 Act;
 - (gg) “ **Rule 144A** ” means Rule 144A promulgated under the 1933 Act;
 - (hh) “ **SEC** ” means the United States Securities and Exchange Commission;
 - (ii) “ **Securities** ” means the Units, the Common Shares, the Warrants and the Warrant Shares;
 - (jj) “ **Securities Laws** ” means, as applicable, the securities legislation and securities laws of each Jurisdiction and the regulations and rules made thereunder and all published policy statements, blanket orders, notices, directions and rulings issued or adopted by the Commissions, collectively, and the rules of the TSX-V;
 - (kk) “ **Subscriber** ” means the subscriber for the Units as set out on the face page of this Agreement and includes, as applicable, each Disclosed Principal for whom it is acting;
 - (ll) “ **Subscription Proceeds** ” means the gross proceeds from the sale of Units under the Private Placement;
 - (mm) “ **TSX-V** ” means TSX Venture Exchange;
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- (nn) “ **Unit** ” means one Common Share and one Warrant;
- (oo) “ **United States** ” means the United States of America, its territories or possessions, any State of the United States and the District of Columbia;
- (pp) “ **U.S. Person** ” has the meaning given to the term “U.S. person” in Rule 902(k) of Regulation S. Without limiting the foregoing, but for greater clarity in this Agreement, a U.S. Person includes, subject to the exclusions set forth in Regulation S, (i) any natural person resident in the United States, (ii) any partnership or corporation organized or incorporated under the laws of the United States, (iii) any estate or trust of which any executor, administrator or trustee is a U.S. Person, (iv) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States, (v) any non- discretionary account or similar account (other than an estate or trust) held by a dealer or fiduciary for the benefit or account of U.S. Person, and (vi) any partnership or corporation organized or incorporated under the laws of any non-U.S. jurisdiction which is formed by a U.S. Person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by U.S. accredited investors who are not natural persons, estates or trusts;
- (qq) “ **Warrant** ” means a non-transferable common share purchase warrant which will be exercisable, for a period of 36 months from the date of issue, to acquire one Warrant Share at a price of \$0.50; and
- (rr) “ **Warrant Share** ” means a previously unissued common share in the capital of the Issuer, as presently constituted, issuable on exercise of a Warrant.

1.2 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (Ontario).

1.3 This Agreement is to be read with all changes in gender or number as required by the context.

1.4 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

1.5 Unless otherwise indicated, all dollar amounts referred to in this Agreement, including the symbol “\$”, are in lawful currency of Canada.

1.6 Words importing the singular number only shall include the plural and *vice versa* , words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and *vice versa* .

1.7 This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto shall be governed by and construed in accordance with the internal laws of the Province of Ontario, and the federal laws of Canada applicable therein, governing contracts made and to be performed wholly therein, and without reference to its principles governing the choice or conflict of laws. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute related to or arising from this Agreement.

2. SUBSCRIPTION

2.1 The Units being subscribed for hereunder form part of a larger offering of up to 6,250,000 Units at a purchase price of \$0.40 per Unit, for gross aggregate proceeds of up to \$2,500,000. The Units are being offered for sale on a best efforts agency basis by the Agent, acting as agent, pursuant to the terms of the Agency Agreement. The Subscriber understands that the Units subscribed for will be purchased from the Issuer by the Subscriber and not from the Agent.

2.2 The completion of the Private Placement is not subject to the completion of any minimum aggregate offering or any closing condition other than as set forth herein and in the Agency Agreement.

2.3 Subject to section 7 of this Agreement, the Subscriber hereby confirms its irrevocable subscription for the Units from the Issuer, on and subject to the terms and conditions set out in this Agreement, for the Aggregate Subscription Price which is payable as described herein. The Subscriber acknowledges (on its own behalf and, including if applicable, on behalf of each Disclosed Principal) that upon acceptance by the Issuer of this Agreement, this Agreement will constitute a binding obligation of the Subscriber (including if applicable, each Disclosed Principal) subject to the terms and conditions contained herein.

2.4 The Issuer may, in its absolute discretion, accept or reject the Subscriber's subscription for Units as set forth in this Agreement, in whole or in part, and the Issuer reserves the right to allot to the Subscriber less than the amount of Units subscribed for under this Agreement. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Agent representing the Aggregate Subscription Price will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Aggregate Subscription Price for that portion of the subscription for the Units which is not accepted, will be promptly delivered to the Subscriber without interest or deduction. The Subscriber acknowledges and agrees that the acceptance of this Agreement will be conditional upon, among other things, the sale of the Units to the Subscriber being exempt from any prospectus and offering memorandum requirements of applicable Securities Laws and the equivalent provisions of securities laws of any other applicable jurisdiction and, to the extent possible, the Subscriber agrees to furnish the Issuer with all information that is reasonably necessary to confirm same.

2.5 The Agent is hereby authorized, on behalf of the Subscriber (and, if applicable on behalf of others for whom it is contracting hereunder), to deliver this Agreement and any other documents required to be delivered in connection herewith to the Issuer on or before the Closing and to pay to the Issuer, on behalf of the Subscriber, an amount equal to the subscription price for the Units subscribed for hereunder (net of the applicable cash commission and other amounts payable to the Agent in accordance with the Agency Agreement).

2.6 The Private Placement is not, and under no circumstance is to be construed as, a public offering of the Securities. The Private Placement is not being made, and this subscription does not constitute an offer to sell or the solicitation of an offer to buy the Securities in any jurisdiction where, or to any person whom, it is unlawful to make such an offer or solicitation.

2.7 The issue of the Units will not restrict or prevent the Issuer from obtaining any other financing or from issuing additional securities or rights.

2.8 The Issuer will use its commercially reasonable best efforts to, on or prior to the date which is 30 days following the Closing Date, file the Registration Statement with the SEC and to have the Registration Statement declared effective by the SEC as soon as practicable and in any event, not later than 120 days following the Closing Date.

3. THE WARRANTS

3.1 Each Warrant will entitle the holder, on exercise, to purchase one Warrant Share at a price of \$0.50 for a period of 36 months following the Closing Date. The Warrants will be non-transferable.

3.2 The certificates representing the Warrants will, among other things, include provisions for the appropriate adjustment in the class, number and price of the Warrant Shares issued on exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Issuer's common shares, the payment of stock dividends and the amalgamation of the Issuer.

3.3 The issue of the Warrants will not restrict or prevent the Issuer from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised.

4. POWER OF ATTORNEY

4.1 The Subscriber irrevocably authorizes the Agent in its discretion, to act as the Subscriber's representative at Closing, and hereby appoints the Agent, with full power of substitution, as its true and lawful attorney with the full power and authority to act for and in the name of the Subscriber, to execute and deliver such documents, instruments or agreements and do all acts necessary to effect the following:

- (a) if delivered, to receive certificates representing the Units, to execute in the Subscriber's name and on its behalf all closing receipts and required documents, if any, to complete and correct any manifest errors or omissions in any form or document provided by the Subscriber, including this Agreement and the appendices and schedules hereto, in connection with the subscription for the Units and to exercise any rights of termination contained in the Agency Agreement;
- (b) to negotiate and settle any documents related to the Private Placement including any opinions, certificates or other documents addressed to the Subscriber;
- (c) to extend or shorten any time periods and to modify or waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Agreement and the Agency Agreement or any ancillary or related document, provided that such extensions, modifications, or waivers do not materially affect the Subscriber's obligations or rights under this Agreement;
- (d) to make payment for the Units purchased hereby on behalf of the Subscriber or any Disclosed Principal;
- (e) to terminate this Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agent in its sole discretion may determine and the Agent shall have no liability to any Subscriber whatsoever in connection with any decision to waive any of such conditions or to extend the time for satisfaction of such conditions or any decision to exercise or not exercise or extend the right to terminate the Agency Agreement; and
- (f) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement.

4.2 The power of attorney is irrevocable, is coupled with an interest, and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. The power of attorney and other rights and privileges granted under this Section 4 will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. The power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Agent may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Agent pursuant to this power of attorney is authorized and binding on the Subscriber, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Agent pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Agent taken in good faith under this power of attorney.

5. REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS OF THE SUBSCRIBER

5.1 The Subscriber (on its own behalf and, including if applicable, on behalf of each Disclosed Principal) acknowledges, represents, warrants and covenants to and with the Issuer and the Agent that, as at the date given above and at the Closing Date:

- (a) no prospectus has been filed by the Issuer with any of the Commissions in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable Securities Laws and that as a result:
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- (i) the Subscriber is restricted from using most of the civil remedies available under applicable Securities Laws including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors and officers otherwise available to investors who acquire securities offered by a prospectus;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable Securities Laws and under applicable securities laws of the United States; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under applicable Securities Laws;
- (b) the Subscriber certifies that it and, if applicable, each Disclosed Principal is resident and located in the jurisdiction set out under “Subscriber’s Residential or Head Office Address” on the first page of this Agreement, which address is the residence or principal place of business of the Subscriber, or Disclosed Principal, as the case may be, and such address was not obtained or used solely for the purpose of acquiring the Subscriber’s Units;
- (c) the Subscriber is either:
- (i) purchasing the Subscriber’s Units as principal for its own account and not for the benefit of any other person or is deemed under applicable Securities Laws to be purchasing the Subscriber’s Units as principal; or
 - (ii) purchasing the Subscriber’s Units as agent for beneficial principal(s) (each a “ **Disclosed Principal** ”), all of whom are disclosed on page 1 of this Agreement, and is not deemed under applicable Securities Laws to be purchasing the Subscriber’s Units as principal, and it is duly authorized to enter into this Agreement and to execute and deliver all documentation in connection with the purchase on behalf of each such Disclosed Principal, who is purchasing as principal for its own account and not for the benefit of any other person and the Subscriber in its capacity as agent is acting in compliance with all applicable securities and other laws; or
 - (iii) purchasing (if a resident of a Jurisdiction) for a principal or principals which is or are undisclosed or identified by account number only and is:
 - (A) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and in Ontario, is purchasing a security that is not a security of an investment fund; or
 - (B) a trust corporation registered under the *Trust and Loan Companies Act* (Canada), or under comparable legislation in any other jurisdiction, and is purchasing the Subscriber’s Units as trustee or agent for one or more accounts that are fully managed by such trust corporation, which account or accounts are acquiring the Subscriber’s Units as principal;
- (d) if the Subscriber or the Disclosed Principal is resident in Canada, the Subscriber or, if the Subscriber is purchasing on behalf of a Disclosed Principal, that Disclosed Principal:
- (i) is an Accredited Investor, by virtue of the fact that the Subscriber or such Disclosed Principal, as the case may be, falls within one or more of the sub-paragraphs of the definition of Accredited Investor set out in Appendix III (the Subscriber having checked the sub-paragraph(s) applicable to the Subscriber or such Disclosed Principal, as the case may be) and neither the Subscriber nor such Disclosed Principal has been created or is being used primarily to permit the purchase of the Units without a prospectus; or
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- (ii) is purchasing sufficient Units so that the aggregate acquisition cost of the Subscriber's Units is not less than \$150,000 and the Subscriber or such Disclosed Principal, as the case may be, is not a corporation, syndicate, partnership or other form of incorporated or non-incorporated entity or organization created solely to permit the purchase of the Subscriber's Units without a prospectus by a group of individuals whose individual share of the aggregate acquisition cost of the Subscriber's Units is less than \$150,000;
 - (e) the Subscriber is aware that the Securities have not been registered under the 1933 Act, or any state securities laws of the United States and that the Securities may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person or person in the United States without registration under the 1933 Act and any applicable state securities laws or compliance with requirements of an exemption from such registration requirements;
 - (f) the Subscriber, and if applicable, each person for whose account or benefit it is purchasing the Units: (1) is not a U.S. Person; (2) is not purchasing the Units for the account or benefit of a U.S. Person or person in the United States; and (3) was not offered any of the Units in the United States, did not receive any materials relating to the offer of the Units in the United States, and did not execute or deliver the Subscription Agreement or any other materials relating to the purchase of the Units in the United States;
 - (g) the Subscriber agrees not to engage in hedging transactions in the Securities unless in compliance with the 1933 Act, and agrees that the Issuer may refuse to register any transfer of the Securities not made pursuant to an effective registration statement under the 1933 Act or pursuant to an exemption from such registration requirements and in accordance with any applicable state securities laws;
 - (h) the Subscriber is acquiring the Securities for investment only and not with a view to resale or distribution in violation of applicable securities laws and, in particular, it has no intention to distribute either directly or indirectly any of the Securities in the United States or, to, or for the account or benefit of, a U.S. Person or person in the United States; *provided, however*, that the Subscriber may sell or otherwise dispose of any of the Securities pursuant to registration thereof under the 1933 Act or pursuant to an exemption or exclusion from such registration requirements and in accordance with any applicable state securities laws;
 - (i) the Subscriber has not acquired the Units as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the 1933 Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of such Securities;
 - (j) the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the 1933 Act;
 - (k) if the Subscriber is resident in an International Jurisdiction, the subscription for Units by the Subscriber hereunder is being made pursuant to exemptions under and in accordance with, and does not contravene any of the, applicable securities legislation in the such jurisdiction in which the Subscriber resides and the Subscriber has completed and delivered the International Investor Certificate attached as Appendix IV hereto;
 - (l) the Subscriber and each Disclosed Principal, as the case may be, acknowledges that no Regulatory Authority or governmental agency regulatory body or similar authority has reviewed or passed upon the merits of an investment in the Units or the Common Shares and that any representation to the contrary is a criminal offence and, if made, may not be relied upon;
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- (m) no person has made to the Subscriber or any Disclosed Principal, if applicable, any written or oral representations:
 - (i) that any person will resell or repurchase any of the Units;
 - (ii) that any person will refund the purchase price of any of the Units;
 - (iii) as to the future price or value of any of the Units, or securities issuable on exercise of the Units or the Warrants, as the case may be; or
 - (iv) that any of the Issuer's securities will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Issuer's securities for trading on a stock exchange, other than the Common Shares on the TSX-V;
 - (n) the Subscriber or, the Disclosed Principal, as the case may be, will not become a "control person" (as defined in the Ontario Act) by virtue of the purchase of the Subscriber's Units (assuming the exercise thereof into Common Shares), and does not intend to act in concert with any other person to form a control group of the Issuer;
 - (o) this subscription has not been solicited in any other manner contrary to applicable Securities Laws and the Subscriber acknowledges that the Subscriber will not receive an offering memorandum or other disclosure document in respect of the Issuer or the Units;
 - (p) neither the Subscriber nor any Disclosed Principal, if applicable, has knowledge of a "material fact" or "material change" (as those terms are defined in the Ontario Act) in the affairs of the Issuer that has not been generally disclosed to the public;
 - (q) the Subscriber's decision to tender this offer and purchase the Subscriber's Units has not been made as a result of any verbal or written representation as to fact or otherwise made by or on behalf of the Issuer, the Agent or any other person and is based entirely upon this Agreement and currently available public information concerning the Issuer;
 - (r) the Agent and/or its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any publicly available information concerning the Issuer, or as to whether or not all information concerning the Issuer required to be disclosed by it has been generally disclosed;
 - (s) the Agent has not, in connection with the Private Placement, engaged in or conducted any independent investigation with respect to the Issuer, or any information made, or required to be made, publicly available by the Issuer;
 - (t) the Issuer will have the right to accept this subscription offer in whole or in part and the acceptance of this subscription offer will be conditional upon the sale of the Subscriber's Units to the Subscriber or the Disclosed Principal, as the case may be, being exempt from the prospectus and registration requirements under applicable Securities Laws;
 - (u) the Subscriber has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual is of full age of majority in the jurisdiction in which the Subscriber is resident, if the Subscriber is a corporation it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and if the Subscriber is not an individual, the Subscriber has all necessary authority and approvals by its directors, shareholders, partners, trustees or others to authorize the execution and delivery of this Agreement on behalf of the Subscriber;
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- (v) the entering into of this Agreement and the completion of the transactions contemplated hereby will not result in the material default of violation of any of the terms and provisions of any law applicable to, or the constating documents, by-laws or resolutions of, the Subscriber or any Disclosed Principal, if applicable, or of any agreement, written or oral, to which the Subscriber or the Disclosed Principal, if applicable, may be a party or by which it is or may be bound;
 - (w) the Subscriber has obtained all necessary consents and authorities to enable it to agree to subscribe for the Units and to perform its obligations under this Agreement and the Subscriber has otherwise observed all applicable laws, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in any territory in connection with its acceptance and the Subscriber has not taken any action which will or may result in the Issuer or the Agent acting in breach of any regulatory or legal requirements of any territory in connection with the Private Placement or the Subscriber's subscription;
 - (x) this Agreement, along with Appendix I, II, III or IV, as applicable, has been duly executed and delivered by the Subscriber and constitutes a legal, valid and binding obligation of the Subscriber enforceable against the Subscriber and, if applicable, the Disclosed Principal;
 - (y) the Subscriber has been advised to consult its own legal advisors with respect to tax matters and the applicable hold periods imposed in respect of the Units by applicable securities legislation and regulatory policies and confirms that no representations by the Issuer or the Agent have been made, respecting tax matters or the hold periods applicable to the Units;
 - (z) the Subscriber and, if applicable, each Disclosed Principal is aware of the risks and other characteristics of the Units, including the risk that the Subscriber may lose its entire investment, and of the fact that the Subscriber and, if applicable, each Disclosed Principal may not be able to resell the Units purchased by it except in accordance with the applicable securities legislation and regulatory policies and that the Units may be subject to resale restrictions and may bear a legend to this effect;
 - (aa) the Subscriber understands that the Securities are "restricted securities" within the meaning of Rule 144 and may not be offered, sold, pledged or otherwise transferred, directly or indirectly, without prior registration under the 1933 Act and applicable state securities laws or an exemption from such registration requirements, and agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any such Securities they may be offered, sold, pledged or otherwise transferred, directly or indirectly, only: (A) to the Issuer; (B) within the United States in accordance with (i) Rule 144A, if available, to a person who the seller reasonably believes is a Qualified Institutional Buyer that is purchasing for its own account or for the account of a Qualified Institutional Buyer to whom notice is given that the offer, sale, or transfer is being made in reliance on Rule 144A, or (ii) Rule 144, if applicable, and in each case, in compliance with any applicable state securities laws; (D) in a transaction that does not require registration under the 1933 Act and in compliance with any applicable state securities laws; or (E) pursuant to an effective registration statement under the 1933 Act and in compliance with any applicable state securities laws, provided that with respect to sales or transfers under clauses (B)(ii) or (D), only if the holder has furnished to the Issuer an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Issuer, prior to such sale or transfer;
 - (bb) the Subscriber understands that the Securities will be subject to a "hold period" under Rule 144 under the 1933 Act and possibly other resale restrictions under applicable securities legislation and the policies of the SEC and may not be resold until the expiry of such hold period except in accordance with limited exemptions under applicable securities legislation and regulatory policies and that the Issuer may cause a legend to such effect to be placed on the certificates representing the Securities. Except as set forth herein, the Subscriber acknowledges that it is aware that until the expiry of all such hold periods and resale restrictions, (i) the Securities cannot be traded through the facilities of stock exchanges since the certificate is not freely transferable and consequently is not "good delivery" in settlement of transactions on such exchanges; and (ii) the exchanges would deem the selling security holder to be responsible for any loss incurred on a sale made by him in such Securities;
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- (cc) the Subscriber acknowledges that the Warrants may not be exercised by or for the account or benefit of a U.S. Person or a person in the United States unless the Warrants and the Shares issuable upon exercise of the Warrants are registered under the 1933 Act and the securities laws of all applicable states or an exemption is available from the registration requirements of such laws, and the holder has furnished an opinion of counsel satisfactory to the Company to such effect;;
- (dd) the certificates representing the Common Shares and Warrants or the Warrant Shares issuable upon exercise of the Warrants, as the case may be, if issued prior to the Clearance Date for the Prospectus or if issued prior to the day which is four months and one day following the Closing Date will bear the following legends as required by National Instrument 45-102 and the TSX-V substantially in the following form and with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [INSERT DISTRIBUTION DATE].”

“WITHOUT PRIOR WRITTEN APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [INSERT DATE].”

- (ee) it understands and acknowledges that upon the original issuance of the Securities, and until such time as it is no longer required under applicable requirements of the 1933 Act or applicable state securities laws, all certificates representing the Securities and all certificates issued in exchange therefor or in substitution thereof, shall bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF INTELGENX TECHNOLOGIES CORP. (THE “COMPANY”) THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH (I) RULE 144A UNDER THE 1933 ACT, IF APPLICABLE, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE OF RULE 144A, OR (II) RULE 144 UNDER THE 1933 ACT, IF APPLICABLE, AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(II) AND (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. HEDGING TRANSACTIONS INVOLVING THE SECURITIES ARE PROHIBITED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.”

provided, that, if any of the Securities are being sold pursuant to Rule 144 under the 1933 Act, the legend may be removed by delivery to the Issuer and the Issuer’s transfer agent of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Issuer and the Issuer’s transfer agent, to the effect that the legend is no longer required under applicable requirements of the 1933 Act or any applicable state securities laws;

- (ff) the Subscriber acknowledges and agrees that upon the original issuance of the Warrants, and until such time as it is no longer required under applicable requirements of the 1933 Act or applicable state securities laws, all certificates representing the Warrants and all certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THIS WARRANT HAS NOT BEEN AND WILL NOT BE, AND THE SHARES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR PERSON IN THE UNITED STATES AND THE UNDERLYING SHARES MAY NOT BE DELIVERED WITHIN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SHARES HAVE BEEN REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE, AND THE HOLDER HAS DELIVERED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. "UNITED STATES" AND "U.S. PERSON" ARE USED HEREIN AS SUCH TERMS ARE DEFINED BY REGULATIONS UNDER THE 1933 ACT.”

- (gg) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber and, if applicable, each Disclosed Principal will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issue of the Units as may be required;
- (hh) the funds which will be advanced by the Subscriber to the Issuer hereunder, as applicable, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) and the *Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the “**PATRIOT Act**”) and the Subscriber acknowledges that the Issuer may in the future be required by law to disclose the Subscriber’s name and other information relating to this Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA and the PATRIOT Act. To the best of the Subscriber’s knowledge (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) the Subscriber shall promptly notify the Issuer if the Subscriber discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith;
- (ii) the Subscriber acknowledges that upon completion of the Private Placement, the Agent will receive a commission in cash from the Issuer equal to 8% of the gross proceeds from the sale of Units sold under the Private Placement to all subscribers. In addition, the Agent will receive that number of options (“**Compensation Options**”) as is equal to 8% of the number of Units sold in the Private Placement. Each Compensation Option will entitle the holder thereof to acquire one common share of the Issuer at an exercise price equal to \$0.50 for a period of 24 months from the Closing Date;
- (jj) the Subscriber is not entitled to be paid any commission in relation to its participation in the Private Placement;
- (kk) other than the Agent, there is no person acting or purporting to act in connection with the transactions contemplated herein who is entitled to any brokerage or finder’s fee;
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- (ll) the Subscriber and, if applicable, each Disclosed Principal has not purchased the Units as a result of any form of General Solicitation or General Advertising, including advertisements, articles, notices or other communication published in any newspaper, magazine or similar media or on the internet or broadcast over radio, television or internet or any seminar or meeting whose attendees have been invited by General Solicitation or General Advertising;
- (mm) the Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus, any sales or advertising literature, or any other document describing or purporting to describe the business and affairs of the Issuer which has been prepared for delivery to, and review by, prospective purchasers in order to assist in making an investment decision in respect of the Units (other than the Disclosure Record);
- (nn) the Subscriber or, if applicable, each Disclosed Principal has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and is able to bear the economic risk of the loss of its entire investment in the Units;
- (oo) the Subscriber or, if applicable, each Disclosed Principal, if a corporation or other non-individual entity, has previously filed with the TSX-V a duly completed Form 4C, Corporate Placee Registration Form and has executed and delivered the Confirmation of Previously Filed Corporate Placee Registration Form attached hereto as Appendix II, and represents and warrants that there has been no change to any of the information in the Corporate Placee Registration Form previously filed with the TSX-V up to the date of this Agreement, or will deliver a completed Form 4C, Corporate Placee Registration Form in the form attached hereto as Appendix I to the Issuer in accordance with 8.2(d) of this Agreement;
- (pp) it understands and agrees that the financial statements of the Issuer have been prepared in accordance with United States generally accepted accounting principles, which differ in some respects from Canada generally accepted accounting principles, and thus may not be comparable to financial statements of Canadian companies;
- (qq) it acknowledges that the Issuer's counsel and the Agent's counsel are acting as counsel to the Issuer and the Agent, respectively, and not as counsel to the Subscriber;
- (rr) the Subscriber agrees that the Issuer and the Agent may be required by law or otherwise to disclose to regulatory authorities the identity of the Subscriber and if applicable the beneficial purchaser for whom the Subscriber may be acting; and
- (ss) the Subscriber agrees that the above representations, warranties, covenants and acknowledgements in this Agreement and the attached Appendices are and will be true and correct both as of the execution of this Agreement and as of the Closing.

5.2 The foregoing representations, warranties, covenants and acknowledgements are made by the Subscriber with the intent that they be relied upon by the Issuer and the Agent and their respective counsel in determining its eligibility as a purchaser of Units and the Subscriber hereby agrees to indemnify the Issuer and the Agent and their respective affiliates, shareholders, directors, officers, employees, agents (including counsel), advisors and shareholders against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Subscriber undertakes to notify the Issuer and the Agent immediately of any change in any representation, warranty or other information relating to the Subscriber set forth herein which takes place prior to the Closing.

5.3 The Issuer will obtain and hold the right and benefit of this section 5 in trust for and behalf of the Agent.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE ISSUER

6.1 The Issuer represents and warrants to the Subscriber that, as of the date hereof and at the Closing Date:

- (a) the Issuer, and each of its subsidiaries is a valid and subsisting corporation in good standing under the laws of its incorporation or continuation;
 - (b) the Issuer, and each of its subsidiaries is duly incorporated and licensed to carry on business in the jurisdictions in which it carries on business or owns property where required under the laws of that jurisdiction;
 - (c) the Issuer will reserve or set aside sufficient shares in its treasury to issue the Shares and the Warrant Shares and upon their issuance the Shares and the Warrant Shares will be duly and validly issued as fully paid and non-assessable;
 - (d) the Issuer is a "reporting issuer" in the provinces of British Columbia, Alberta, Manitoba, Ontario and Quebec and is not in default of any of the requirements of the Securities Laws and no order ceasing or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer or any of its directors, officers or promoters or against any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;
 - (e) the authorized capital of the Issuer consists of 100,000,000 common shares with a par value of U.S.\$0.00001 and 20,000,000 preferred shares with a par value of U.S.\$0.00001, of which 33,081,271 common shares and no preferred shares are issued and outstanding as at August 11, 2010.
 - (f) the Shares are listed for trading on the TSX-V and the Common Shares and Warrant Shares to be issued hereunder will, at the time of issue, be conditionally listed on the TSX-V;
 - (g) except as qualified by the Disclosure Record, the Issuer or its subsidiaries, if any, as the case may be, is the beneficial owner of the properties, business and assets or the interests in the properties or business or assets referred to in the Disclosure Record, all agreements by which the Issuer or any of its subsidiaries holds an interest in a property or business are in good standing according to their terms and the properties in which the Issuer or subsidiary holds an interest are in good standing under the applicable laws of the jurisdictions in which they are situated;
 - (h) the financial statements of the Issuer contained in the Disclosure Record have all been prepared in accordance with United States generally accepted accounting principles, accurately reflect the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer and its subsidiaries, if any, (on a consolidated basis) as of the date thereof, and no adverse material changes in the financial position of the Issuer or any of its subsidiaries, if any, has taken place since the latest date thereof;
 - (i) the Disclosure Record does not contain any material misrepresentations nor does it omit any material fact relating to the Issuer;
 - (j) the Issuer has complied and will comply fully in all material respects with the requirements of all applicable corporate laws and Securities Laws in relation to the issue and trading of its securities and in all matters relating to the Private Placement;
 - (k) except as publicly disclosed, there is not presently, and will not be prior to Closing, any material change, as defined in the Ontario Act, relating to the Issuer or change in any material fact, as defined in the Ontario Act, relating to any of the Units which has not been or will not be fully disclosed in accordance with the requirements of the Ontario Act;
 - (l) the issue and sale of the Units by the Issuer does not and will not conflict with, and does not and will not result in a breach of, any of the terms of the Issuer's constating documents or any agreement or instrument to which the Issuer is a party or by which it is bound;
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- (m) other than as disclosed in the Disclosure Record, neither the Issuer nor its subsidiaries is a party to any actions, suits or proceedings which could materially affect its respective business or financial condition, and to the best of the Issuer's knowledge, no such actions, suits or proceedings are contemplated or have been threatened;
- (n) there are no judgments against the Issuer or its subsidiaries which are unsatisfied, nor is the Issuer or its subsidiaries subject to any consent decrees or injunctions;
- (o) this Agreement has been or will be by the Closing, duly authorized by all necessary corporate action on the part of the Issuer, and the Issuer has or will have by the Closing full corporate power and authority to undertake the Private Placement;
- (p) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or have requested extensions thereof, and have paid all taxes required to be paid by them and any other assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
- (q) the Issuer will use all reasonable efforts to file, as required, the Registration Statement within the time period set forth in the Registration Rights Agreement; and
- (r) the representations and warranties of the Issuer set forth herein and in the Agency Agreement are and, at Closing will be, true and correct.

6.2 By its acceptance of this offer, the Issuer confirms that the Subscriber will have the benefit of all of the representations, warranties, covenants and conditions provided to, or for the benefit of, the Agent under the Agency Agreement as if such representations, warranties, covenants and conditions were made directly to the Subscriber under this Agreement and the Issuer acknowledges that the Subscriber has relied on the representations, warranties and covenants contained in the Agency Agreement.

6.3 The Issuer shall indemnify, defend and hold the Subscriber (which term shall, for the purposes of this section, include the Subscriber or its shareholders, managers, partners, directors, officers, members, employees, direct or indirect investors, agents and affiliates and assignees and the stockholders, partners, directors, members, managers, officers, employees, direct or indirect investors and agents of such affiliates and assignees) harmless against any and all liabilities, loss, cost or damage, together with all reasonable costs and expenses related thereto (including reasonable legal and accounting fees and expenses), arising from, relating to, or connected with the untruth, inaccuracy or breach of any statement, representation, warranty or covenant of the Issuer contained herein or in the Agency Agreement. The Issuer undertakes to the Subscriber to notify the Agent immediately of any change in any representation, warranty or other material information relating to the Issuer set forth in this Agreement which takes place prior to the Closing Date.

7. WITHDRAWAL OF SUBSCRIPTION

7.1 The Subscriber reserves the right to withdraw this subscription and to terminate its obligations hereunder at any time before the Closing only if the Agent terminates its obligations with respect to the Private Placement under the Agency Agreement and hereby appoints each Agent as its agent for the purpose of notifying the Issuer of the withdrawal or termination of this subscription.

8. CLOSING

8.1 The Closing will take place as contemplated in the Agency Agreement on such date or dates to be determined by the Issuer and the Agent, provided however that the Subscription Proceeds will be held in trust by the Agent pending the Closing, and if the Closing does not occur on or before August 26, 2010 or such later date as agreed to by the Issuer and the Agent, the Subscription Proceeds will be returned to the Subscriber without interest or deduction unless other arrangements have been made between the Agent and the Subscriber.

8.2 The obligations of the parties hereunder are subject to all required regulatory approvals being obtained. This Private Placement is conditional upon, among other things, the Issuer obtaining conditional approval of the TSX-V.

The Subscriber acknowledges and agrees that the obligations of the Issuer hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Agreement as of the date of this Agreement, and as of the Closing Date as if made at and as of the Closing Date, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Date:

- (a) the Issuer having accepted this Agreement;
- (b) payment by the Subscriber of the Aggregate Subscription Price by certified cheque, money order, bank draft or other acceptable means in Canadian dollars payable to the Agent through which the Subscriber has agreed to purchase the Units;
- (c) the Subscriber having properly completed, signed and delivered this Agreement (with the applicable Appendices), to:

Bolder Investment Partners, Ltd.

800 – 1450 Creekside Drive
Vancouver, BC V6J 5B3

Attention: Martin Burian, President
Fax: (604) 714-2326

- (d) the Subscriber having properly completed, signed and delivered, as applicable, Appendix I, II, III, and/or IV and any further documentation as required under applicable Securities Laws or any stock exchange or other regulatory authority and the Subscriber covenants and agrees to do so upon request by the Issuer; and
- (e) the conditions of closing contained in the Agency Agreement being satisfied or waived by the relevant party.

9. RESALE RESTRICTIONS

9.1 The Subscriber understands and acknowledges that the Common Shares, Warrants and Warrant Shares will be subject to certain resale restrictions under applicable Securities Laws, the 1933 Act and applicable state securities laws and the TSX-V's policies prior to the Clearance Date, the terms of which may be endorsed on the certificates representing such Common Shares, Warrants and Warrant Shares as a printed legend, and the Subscriber agrees to comply with such resale restrictions. The Subscriber also acknowledges that it has been advised to consult its own independent legal advisor with respect to the applicable resale restrictions and the Subscriber or, if applicable, the Disclosed Principal is solely responsible (and neither the Issuer nor the Agent are responsible) for complying with such restrictions and the Issuer is not responsible for ensuring compliance by the Subscriber or, if applicable, the Disclosed Principal with the applicable resale restrictions.

10. USE OF PERSONAL INFORMATION

10.1 The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) acknowledges and consents to the fact the Issuer and the Agent are collecting the Subscriber's (and any Disclosed Principal) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) acknowledges and consents to the Issuer and the Agent retaining the personal information for as long as permitted or required by applicable law or business practices. The Subscriber (on its own behalf and, if applicable, on behalf of any Disclosed Principal) further acknowledges and consents to the fact the Issuer or the Agent may be required by applicable securities laws, stock exchange rules, and Investment Industry Regulatory Organization of Canada rules to provide regulatory authorities any personal information provided by the Subscriber respecting itself (and any Disclosed Principal). The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this section on behalf of all Disclosed Principals.

10.2 The Subscriber and each Disclosed Principal, if applicable, hereby acknowledges and consents to: (i) the disclosure by the Subscriber and the Issuer of Personal Information (defined in section 10.5) concerning the Subscriber to the TSX-V and its affiliates, authorized agent, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the TSX-V for the following purposes (or as otherwise identified by the TSX-V, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the Subscriber;
- (c) to consider the suitability of the Subscriber as a holder of securities of the Issuer;
- (d) to consider the eligibility of the Issuer to continue to list on the TSX-V;
- (e) to provide disclosure to market participants as to the security holdings of the Issuer's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with the Issuer;
- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the TSX-V, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

10.3 The Subscriber also acknowledges that: (i) the TSX-V also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the TSX-V collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the TSX-V's website or through printed materials published by or pursuant to the direction of the TSX-V; and (iv) the TSX-V may from time to time use third parties to process information and provide other administrative services, and may share the information with such providers.

10.4 If the Subscriber is resident in or otherwise subject to the securities laws applicable in Ontario, the information provided by the Subscriber on the face page of this Agreement identifying the name, address and telephone number of the Subscriber, the number of Units being purchased hereunder and the total purchase price as well as the Closing Date and the exemption that the Subscriber is relying on in purchasing the Units will be disclosed to the Ontario Securities Commission, and such information is being indirectly collected by the Ontario Securities Commission under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario. Each Subscriber (for certainty including each Disclosed Principal) hereby authorizes the indirect collection of such information to the Ontario Securities Commission. In the event the Subscriber has any questions with respect to the indirect collection of such information by the Ontario Securities Commission, the public official who can answer questions about the Ontario Securities Commission's indirect collection of Personal Information is the Administrative Assistant to the Director of Corporate Finance, Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, Telephone 416-593-8086.

10.5 Herein, "Personal Information" means any information about the Subscriber provided by the Subscriber in this Agreement and as required to be disclosed to the Commissions or the TSX-V, whether pursuant to a form or a request made by a Commission or the TSX-V, including the Corporate Placee Registration Form attached hereto.

11. SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 The representations, warranties and covenants of the Issuer contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber and the Agent for a period of two years following the Closing Date.

11.2 The representations, warranties and covenants of the Subscriber contained in this Agreement or any certificate or document delivered pursuant to or in connection with this Agreement shall survive the Closing and, notwithstanding such Closing, any subsequent disposition by the Subscriber of any of the Units, Common Shares, Warrants or Warrant Shares, or any investigation made by or on behalf of the Issuer or the Agent with respect thereto, shall continue in full force and effect for the benefit of the Issuer and the Agent for a period of two years following the Closing Date.

12. MISCELLANEOUS

12.1 Each of the Parties hereto upon the request of each of the other Parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

12.2 Any notice, direction or other instrument required or permitted to be given to any Party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by facsimile tested prior to transmission to such party, as follows:

(a) in the case of the Issuer, to:

IntelGenx Technologies Corp.
6425 Abrams
Ville St. Laurent, Quebec
H4S 1X9

Attention: Horst G. Zerbe
Fax: (514) 331-0436

with a courtesy copy to:

Hodgson Russ LLP
150 King Street West, Suite 2309
Toronto, Ontario
M5H 1J9

Attention: Richard B. Raymer
Fax: (416) 595-5021

(b) in the case of the Subscriber, at the address specified on the face page hereof, with a copy to the Agent at:

Bolder Investment Partners, Ltd.
800 – 1450 Creekside Drive
Vancouver, British Columbia
V6J 5B3

Attention: Martin Burian
Fax: (604) 714-2326

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by fax, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

12.3 Time shall be of the essence of this Agreement and every part hereof.

12.4 All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

12.5 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such province.

12.6 This Agreement, which includes any interest granted or right arising under this Agreement, may not be assigned or transferred except with the prior written consent of the other party hereto.

12.7 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the Parties with respect to the Units and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer, by the Agent, or by anyone else.

12.8 Subject to section 4, the parties may amend this Agreement only in writing.

12.9 This Agreement enures to the benefit of and is binding upon the Parties and, as the case may be, their respective heirs, executors, administrators, permitted assigns and successors.

12.10 A Party will give all notices or other written communications to the other Party concerning this Agreement by hand or by registered mail addressed to such other Party's respective address which is noted on the cover page of this Agreement.

12.11 The Parties hereby agree and confirm that they have requested that this Agreement, as well as all notices and other documents contemplated hereby, be drawn up in the English language only. Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents, qui s'y rattachent soient rédigés en anglais.



12.12 This Agreement may be executed in counterparts, each of which when delivered will be deemed to be an original and all of which together will constitute one and the same document and the Issuer or the Agent will be entitled to rely on delivery by facsimile machine or other electronic means of an executed copy of this subscription, and acceptance by the Issuer of such facsimile or other electronic copy will be equally effective to create a valid and binding agreement between the Subscriber and the Issuer as if the Issuer had accepted the subscription originally executed by the Subscriber.



FORM 4C

CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

Placee Information:

1.1 Name: _____

1.2 Complete Address: _____

1.3 Jurisdiction of Incorporation or Creation: _____

(a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)?

(b) Is the Placee carrying on business as a portfolio manager outside of Canada:
(Yes/No)? _____

If the answer to 2(b) above was "Yes", the undersigned certifies that:

1.4 it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;

1.5 it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in _____ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;

1.6 it was not created solely or primarily for the purpose of purchasing securities of the Issuer;

1.7 the total asset value of the investment portfolios it manages on behalf of clients is not less than \$20,000,000; and

1.8 it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country



* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

(a) "Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

- (i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and
 - (ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.
- (b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at _____ on _____

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT

APPENDIX II

CONFIRMATION OF PREVIOUSLY FILED CORPORATE PLACEE REGISTRATION FORM

TO: INTELGENX TECHNOLOGIES CORP.

In connection with the proposed subscription for Units of IntelGenx Technologies Corp., the undersigned hereby confirms that the undersigned has previously filed a Form 4C - Corporate Placee Registration Form with the TSX Venture Exchange and that the information in such Corporate Placee Registration Form is accurate and up-to-date as of the date hereof.

Dated _____, 2010.

(Name of Purchaser - please print)

(Authorized Signature)

(Official Capacity - please print)

(Please print name of individual whose signature
appears above)

APPENDIX III

ACCREDITED INVESTOR CERTIFICATE

The Subscriber hereby represents, warrants and certifies to the Issuer that the Subscriber is an “accredited investor”, as such term is defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* (“**NI 45-106**”) and, as at the time the subscription is accepted by the Issuer (“**Closing**”), the Subscriber will fall within one or more of the following categories (Please check one or more, as applicable):

ACCREDITED INVESTOR STATUS

The undersigned represents and warrants that it, he or she is [**check each applicable item**] :

- a Canadian financial institution (as defined under NI 45-106), or an authorized foreign bank listed in Schedule III of the *Bank Act* (Canada);
 - the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
 - a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
 - a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
 - an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada, as a representative of a person referred to in paragraph (d);
 - the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada;
 - a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
 - any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
 - a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada;
 - an individual who, either alone or with a spouse, beneficially owns, directly or indirectly, financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000;
 - an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
 - an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
-

- [] a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
- [] an investment fund that distributes or has distributed its securities only to:
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in Sections 2.10 – Minimum Amount Investment and 2.19 – Additional Investment in Investment Funds of NI 45 106, or;
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under Section 2.18 – Investment Fund Reinvestments of NI 45 106;
- [] an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator, or in Québec, the securities regulatory authority, has issued a receipt;
- [] a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
- [] a person acting on behalf of a fully managed account managed by that person, if that person:
 - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (ii) in Ontario, is purchasing a security that is not a security of an investment fund;
- [] a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
- [] an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) through (d) or paragraph (i) in form and function;
- [] a person in respect of which all of the owners of interests, direct, indirect, or beneficial, except the voting securities required by law to be owned by directors, are persons that are Accredited Investors;
- [] an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser, or
- [] a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as:
 - (i) an accredited investor, or
 - (ii) an exempt purchaser in Alberta or British Columbia.

The Subscriber acknowledges that the representations, warranties and covenants contained in this Appendix are made by it with the intent that they may be relied upon by the Issuer in determining its eligibility or the eligibility of

others on whose behalf it is contracting thereunder to purchase Units. It agrees that by accepting Units it shall be representing and warranting that the representations and warranties above are true as at the Closing with the same force and effect as if they had been made by it at the Closing.

The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber or any Disclosed Principal set forth herein which takes place prior to the Closing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 2010.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing

As used in this Accredited Investor Certificate, the following term has the following meaning:

A "person" includes:

- (a) an individual,
 - (b) a corporation,
 - (c) a partnership, trust fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
 - (d) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.
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APPENDIX IV

INTERNATIONAL INVESTOR CERTIFICATE

In connection with the purchase by the undersigned Subscriber of the Units hereunder, the Subscriber and any Disclosed Principal for whom the Subscriber is acting on behalf of, (collectively, the “ **Subscriber** ”) hereby represents, warrants, covenants and certifies to the Issuer (and acknowledges that the Issuer and its counsel are relying thereon) that:

- (a) the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the securities regulators having application in the jurisdiction in which the Subscriber is resident which would apply to the acquisition of the Units hereunder;
- (b) the Subscriber is purchasing the Units pursuant to exemptions from prospectus or equivalent requirements under applicable securities laws or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the securities regulators in the International Jurisdiction without the need to rely on any exemptions;
- (c) the applicable securities laws of the authorities in the International Jurisdiction do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any securities regulator of any kind whatsoever in the International Jurisdiction in connection with the issue and sale or resale of the Units;
- (d) the purchase of the Units by the Subscriber does not trigger:
 - (A) any obligation of the Corporation to prepare and file a prospectus, an offering memorandum or similar document, or any other report or notice with respect to such purchase in the International Jurisdiction;
 - (B) any continuous disclosure reporting obligation of the Issuer in the International Jurisdiction; or
 - (C) any registration or other obligation on the part of the Issuer or the Agent;
- (e) the distribution of the Units to the Subscriber by the Issuer complies with the laws of the International Jurisdiction; and
- (f) the Subscriber will, if requested by the Issuer or the Agent, deliver to the Issuer and the Agent a certificate or opinion of local counsel from the International Jurisdiction which will confirm the matters referred to in paragraphs (b), (c), (d) and (e) above to the satisfaction of the Issuer, acting reasonably.

The Subscriber acknowledges that the representations, warranties and covenants contained in this Appendix IV are made by it with the intent that they may be relied upon by the Issuer in determining its eligibility or the eligibility of others on whose behalf it is contracting thereunder to purchase Units. It agrees that by accepting Units it shall be representing and warranting that the representations and warranties above are true as at the Closing with the same force and effect as if they had been made by it at the Closing.

The Subscriber undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Subscriber or any Disclosed Principal set forth herein which takes place prior to the Closing.

If a Corporation, Partnership or Other Entity:

If an Individual:

Name of Entity

Signature

Type of Entity

Print or Type Name

Signature of Person Signing

Print or Type Name and Title of Person Signing



APPENDIX V

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “**Agreement**”) is made and entered into as of the ° day of August, 2010 between IntelGenx Technologies Corp., a Delaware corporation (the “**Company**”), and each of the several purchasers signatory hereto (each such purchaser, a “**Purchaser**” and, collectively, the “**Purchasers**”).

RECITALS

WHEREAS the Company proposes to issue to the Purchasers Units (the “**Units**”), each Unit is comprised of one share of common stock of the Company (the “**Unit Shares**”) and one common share purchase warrant (the “**Warrants**”) entitling the Purchasers to subscribe for one share of common stock of the Company (the “**Warrant Shares**”) pursuant to subscription agreements as described in the Agency Agreement dated °, 2010 (the “**Agency Agreement**”) between the Company and Bolder Investment Partners Ltd. (the “**Agents**”);

AND WHEREAS the Company proposes to issue to the Agents compensation options (the “**Compensation Options**”) entitling the Agents to acquire shares of common stock of the Company (the “**Compensation Option Shares**”) pursuant to the Agency Agreement;

AND WHEREAS, pursuant to the Agency Agreement, the Company has agreed to effect the registration of the Unit Shares, Warrants, Warrant Shares, Compensation Options, and Compensation Option Shares on the terms and subject to the conditions set forth and herein;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the parties hereby agree as follows:

1. REGISTRATION RIGHTS.

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

- (a) “**Closing**” shall mean the closing of the initial sale of the Units and the issuance of the Compensation Options;
 - (b) “**Commission**” shall mean the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act;
 - (c) “**Common Shares**” shall mean shares of common stock of the Company;
 - (d) “**Exchange Act**” shall mean the United States Securities Exchange Act of 1934, as amended;
 - (e) “**Holder**” shall mean any holder of Registrable Securities and any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been transferred in compliance with Section 1.8 hereof;
 - (f) “**Registrable Securities**” shall mean (i) the Unit Shares, (ii) the Warrants, (iii) the Warrant Shares, (iv) the Compensation Options, (v) the Compensation Option Shares, and (vi) any Common Shares issued as a dividend or other distribution with respect to or in exchange for or in replacement of the securities referenced in (i) to (vi) above, provided, however, that Registrable Securities shall not include (a) any Unit Shares, Warrant Shares or Compensation Options sold to the public either pursuant to a registered public offering or Rule 144, or (b) any Common Unit Shares, Warrant Shares or Compensation Options held by a Holder that may immediately be sold under Rule 144(b)(1);
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- (g) The terms “**register,**” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing the Registration Statement, and the declaration or ordering of the effectiveness of such registration statement;
- (h) “ **Registration Expenses** ” shall mean all expenses incurred in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company, blue sky fees and expenses, fees and disbursements of counsel for the Holders (which shall not exceed in the aggregate US\$5,000) and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, and the compensation of regular employees of the Company, which shall be paid in any event by the Company;
- (i) “ **Registration Statement** ” shall mean the registration statement filed by the Company pursuant to the Securities Act relating to the resale of the Registrable Securities by the Holders, and all amendments and supplements to such Registration Statement, including pre- and post-effective amendments;
- (j) “ **Rule 144** ” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission;
- (k) “ **Securities Act** ” shall mean the United States *Securities Act of 1933* , as amended;
- (l) “ **Selling Expenses** ” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities;
- (m) “ **Shell Issuer** ” means an issuer with no or nominal operations and either (i) no or nominal assets, (ii) assets consisting solely of cash and cash equivalents or (iii) assets consisting of any amount of cash and cash equivalents and nominal other assets; and
- (n) “ **Purchasers** ” shall mean the persons acquiring Registrable Securities in connection with subscription agreements in the form agreed upon by the Agents and the Company.

1.2 **Registration.**

- (a) The Company covenants to prepare and file with the Commission, as promptly as practicable following the Closing and in any event within 30 days after the Closing, a Registration Statement for an offering to be made on a continuous shelf basis following the date of effectiveness covering the resale of the Registrable Securities by the Holders. The Registration Statement shall be on Form S-1, if available, under the Securities Act or another appropriate form selected by the Company permitting registration of the resale of the Registrable Securities by the Holders from time to time. The Company shall use its best efforts to cause the Registration Statement to become effective pursuant to the Securities Act within 120 days after the Closing.
- (b) The Registration Statement shall not be deemed to have become effective under the Securities Act unless it has been filed and has been declared effective under the Securities Act by the Commission and remains effective pursuant to the Securities Act with respect to the disposition of all Registrable Securities on a continuous shelf basis until all such Registrable Securities are sold or cease to be Registrable Securities.

1.3 **Expenses of Registration.** The Company shall pay all Registration Expenses whether or not such registration shall become effective.

1.4 Registration Procedures. In the case of the registration effected by the Company pursuant to this Agreement, the Company will keep each Holder advised in writing as to the initiation of such registration and as to the completion thereof. At its expense, the Company will use its best efforts to:

- (a) keep such Registration Statement effective until all such Registrable Securities are sold pursuant to the Registration Statement or cease to be Registrable Securities; provided however, that unless prior thereto all such Registrable Securities are (i) sold pursuant to the Registration Statement or Rule 144, or (ii) reissued by the Company without restrictive legend and may immediately be sold under Rule 144 without restrictions, such Registration Statement shall be kept effective for a period of at least five years; provided further, that if at any time after the Registration Statement is no longer required to be kept effective pursuant to the above provisions of this subparagraph and is no longer effective, but prior to the time that all the Unit Shares, Warrant Shares or Compensation Option Shares have been sold either pursuant to the prior effective Registration Statement or Rule 144, the Company ceases to be subject to the reporting obligations of sections 13 or 15(d) of the Exchange Act, ceases to be current in its filing obligations under sections 13 or 15(d) of the Exchange Act (except for Form 8-K reports), or becomes a Shell Issuer (a “**Rule 144 Default Event**”), the Company shall promptly file a Registration Statement covering such unsold Unit Shares, Warrant Shares and Option Compensation Shares and shall keep such Registration Statement effective until such time as all the Unit Shares, Warrant Shares or Compensation Option Shares have been sold pursuant to such Registration Statement or the Company again becomes subject to the reporting obligations of sections 13 or 15(d) of the Exchange Act, is current in its reporting obligations under sections 13 or 15(d) of the Exchange Act and, in the case of the Company becoming a Shell Issuer, the Company ceases to be a Shell Issuer, has filed “Form 10 information” with the SEC and one year has elapsed since the Company filed such “Form 10 information”; upon occurrence of a Rule 144 Default Event, the Company shall be subject to the penalty provisions of Section 3 hereof for a filing default until such time as the Company files and brings effective a Registration Statement covering the unsold Units Shares, Warrant Shares and Compensation Option Shares or until such time as the Company is no longer required to keep such a Registration Statement effective pursuant to the above;
 - (b) prepare and file with the Commission such amendments and supplements to such Registration Statement and any prospectus used in connection with such registration statement as may be necessary to keep such Registration Statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement;
 - (c) notify each seller of Registrable Securities covered by such Registration Statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which a prospectus, if applicable, included in such registration statement, as then in effect, (i) no longer meets the requirements of Section 10(a)(3) of the Securities Act, or (ii) includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing, and that offers and sales of Registrable Securities in reliance on any such prospectus included in the Registration Statement must cease. Within five (5) business days of such notice, the Company shall prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus used shall meet the requirements of Section 10(a)(3) of the Securities Act, or not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in the light of the circumstances then existing;
 - (d) cause all such Registrable Securities registered pursuant hereunder to be listed or quoted on each securities exchange or quotation service on which similar securities issued by the Company are then, or subsequently, listed;
-

- (e) use its best efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the Holders to consummate the disposition of the Registrable Securities;
- (f) provide a transfer agent and registrar for all Registrable Securities registered pursuant to the Registration Statement and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;
- (g) otherwise comply with all applicable rules and regulations of the Commission;
- (h) subject to compliance with the requirements of the Securities Act, cooperate with the Holders to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities sold pursuant to the Registration Statement, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with instructions of the Holders that are provided to the Company;
- (i) in connection with any underwritten offering pursuant to a Registration Statement, the Company will enter into an underwriting agreement with an underwriter selected and retained by the Agents, and reasonably acceptable to the Company in its discretion, in form reasonably necessary to effect the offer and sale of such securities, provided such underwriting agreement contains reasonable and customary terms and provisions;
- (j) furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters or, if such securities are not being sold through underwriters, on the date that the Registration Statement becomes effective, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in a underwritten public offering, (ii) a letter, dated as of such date, from the independent certified public accountants of the Company, in form and substance as is customarily given by the Company's independent registered public accountants to underwriters in an underwritten public offering, addressed to the underwriters, if any, and if permitted by applicable accounting standards, to the Holders participating in such registration, and (iii) other documents and certificates as are customary for offerings of this type;
- (k) use its best efforts to register and qualify the Registrable Securities under such other securities or blue sky laws of such jurisdictions as each Holder shall request, and do any and all other acts and things which may be necessary or advisable to enable such Holder to consummate the public sale or other disposition in such jurisdictions of the securities owned by such Holder; and
- (l) take such other actions as shall be reasonably requested by the Agents to facilitate the registration and sale of the Registrable Securities.

1.5 Indemnification.

- (a) The Company will indemnify each Holder, each of its officers, directors and partners, legal counsel, and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration has been effected pursuant to this Agreement, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any such underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings or settlements in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement, or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation thereunder applicable to the Company and relating to action required of the Company in connection with any such registration, and will reimburse each such Holder, each of its officers, directors, partners, legal counsel, and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder or underwriter. It is agreed that the indemnity agreement contained in this Section 1.5 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).
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- (b) Each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration is being effected, indemnify the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in the Registration Statement or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such other Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in the Registration Statement in reliance upon and in conformity with written information furnished to the Company by such Holder provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this Section 1.5 exceed the gross proceeds from the offering received by such Holder.
- (c) Each party entitled to indemnification under this Section 1.5 (the “ **Indemnified Party** ”) shall give notice to the party required to provide indemnification (the “ **Indemnifying Party** ”) promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 1.5, to the extent such failure is not materially prejudicial to such defense. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.
- (d) If the indemnification provided for in this Section 1.5 is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage or expense referred to therein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage or expense as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and of the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Indemnifying Party or by the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.
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- (e) The Indemnifying Party agrees to reimburse any Indemnified Party monthly upon receipt of invoice(s) therefor, for the time spent by the Indemnified Party's personnel where they are required to testify, attend or otherwise respond to any claim at their normal per diem rates.
- (f) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

1.6 Information by Holder. Each Holder shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification or compliance referred to in this Agreement.

1.7 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Registrable Securities to the public without registration, the Company agrees to:

- (a) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time it is subject to such reporting requirements; and
- (b) so long as a Holder owns any Registrable Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

1.8 Transfer or Assignment of Registration Rights. The registration rights granted to a Holder by the Company under this Agreement may be transferred or assigned by a Holder provided that the Company is given written notice at the time of or within a reasonable time after said transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities being transferred or assigned. Such transferees (other than transferees that acquire the Registrable Securities in a registered public offering or pursuant to a sale under Rule 144) shall automatically be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by the terms and provisions of this Agreement as if it were a party hereto, and shall be deemed to be Holders under this Agreement .

1.9 Delay of Registration. No Holder shall have any right to take any action to restrain, enjoin or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 1 .

1.10 Time is of Essence. The Company agrees that time is of the essence of each of the covenants contained herein and that, in the event of a dispute hereunder, this Agreement is to be interpreted and construed in a manner that will enable the Holders to sell their Registrable Securities as quickly as possible. Any delay on the part of the Company not expressly permitted under this Agreement, whether material or not, shall be deemed a material breach of this Agreement.

1.11 Remedies Upon Default or Delay. The Company acknowledges the breach of any part of this Agreement may cause irreparable harm to a Holder and that monetary damages alone may be inadequate. The Company therefore agrees that the Holder shall be entitled to injunctive relief or such other applicable remedy as a court of competent jurisdiction may provide. Nothing contained herein will be construed to limit a Holder's right to any remedies at law, including recovery of damages for breach of any part of this Agreement.

2. COVENANTS OF THE COMPANY.

The Company hereby covenants and agrees, so long as any Holder owns any Registrable Securities, as follows:

2.1 Maintain Listing. The Company covenants that, once it has registered the Registrable Securities under the Securities Act, it shall maintain the listing or quotation of such securities on each stock exchange or quotation on which such securities are, or subsequently become, listed.

3. SECTION 3. LIQUIDATED DAMAGES.

3.1 Filing Default. If the Registration Statement is not filed on or prior to 30 days after Closing (the "**Filing Deadline Date**"), any such failure or breach being referred to as a "Filing Default" and the date on which such event occurs (the "**Filing Default Date**"), then in addition to any other rights available to the Holders on such Filing Default Date, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 2% of the product of (i) the subscription price, and (ii) the number of Unit Shares held by such Holder as of the Filing Default Date that are Registrable Securities (which remedy shall not be exclusive of any other remedies available under this Agreement).

3.2 Effectiveness Default. If the Registration Statement is not declared effective by the Commission or otherwise becomes effective on or prior to 120 days after Closing (the "**Effectiveness Deadline Date**") any such failure or breach being referred to as a "**Effectiveness Default**" and the date on which such event occurs, the "**Effectiveness Default Date**", then in addition to any other rights available to the Holders: (a) on such Effectiveness Default Date, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the product of (i) the subscription price, and (ii) the number of Unit Shares held by such Holder as of the Effectiveness Default Date that are Registrable Securities (such product, the "**Holder's Subscription Amount**") (which remedy shall not be exclusive of any other remedies available under this Agreement); and (a) on each 30 day anniversary of each such Effectiveness Default Date thereof (if the applicable default shall not have been cured by such date) until the applicable Effectiveness Default is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the Holder's Subscription Amount.

3.3 Unauthorized Suspension. If after its effective date the Registration Statement ceases for any reason (including without limitation by reason of a stop order, or the Company's failure to update the Registration Statement), but excluding the inability of any Holder to sell the Registrable Securities covered thereby due to market conditions, to be effective and available to the Holders as to all Registrable Securities to which it is required to cover at any time prior to the expiration of the Effectiveness Period for more than an aggregate of 30 trading days in any 12-month period (which need not be consecutive) (an "**Unauthorized Suspension**"), the date which such 30 trading day period is exceeded, being referred to as "Event Date"), then in addition to any other rights available to the Holders: (x) on such Unauthorized Suspension, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the product of (A) the subscription price, and (B) the number of Unit Shares held by such Holder as of the date of the Unauthorized Suspension that are Registrable Securities which are not eligible to be sold in the market by the Holder under Rule 144 (such product, the "**Holder's Amount**") (which remedy shall not be exclusive of any other remedies available under this Agreement); and (y) on each 30 day anniversary of each such Unauthorized Suspension thereof (if the applicable default shall not have been cured by such date) until the applicable Unauthorized Suspension is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to 1% of the Holder's Amount.

3.4 Failure to Pay. If the Company fails to pay any partial liquidated damages pursuant to this Section 3 in full within seven days after the date payable, the Company will pay interest thereon at the prime rate as published by the Bank of Canada plus 2% calculated at the time of a failure to pay liquidated damages to the Holder pursuant to this Section 3, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a pro-rata basis for any portion of a month prior to the cure of a default set forth in this Section 3.

3.5 Maximum Payable . Notwithstanding anything else in this Agreement, the maximum payable by the Company to any Holder is a maximum of 10% of the Holder's Subscription Amount as liquidated damages under this Section 3.

4. MISCELLANEOUS.

4.1 Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the State of Delaware and the laws of the United States applicable therein.

4.2 Third Party Beneficiaries. Each Holder (other than the Agents) shall be a beneficiary of this Agreement and entitled to all of the rights and benefits of this Agreement as if such Holder was a party and signatory to this Agreement and shall, for all purposes, be deemed a Holder under this Agreement. If the Company shall so request, each Holder (other than the Agents) shall agree in writing to be subject to all of the terms hereof.

4.3 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

4.4 Entire Agreement; Amendment; Waiver. This Agreement (including the Exhibit hereto) constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Company and the holders of at least 50% of the Registrable Securities (including, in all instances, the Agents) and any such amendment, waiver, discharge or termination shall be binding on all the Holders, but in no event shall the obligation of any Holder hereunder be materially increased, except upon the written consent of such Holder. This Agreement may be amended to add additional stockholders as parties hereto with the consent of the Company and the Agents.

4.5 Notices, etc. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, sent by facsimile or delivered personally by hand or nationally recognized courier addressed (a) if to a Holder, as indicated on the list of Holders attached hereto as Exhibit "A", or at such other address or facsimile number as such holder or permitted assignee shall have furnished to the Company in writing, or (b) if to the Company, at such address or facsimile number as the Company shall have furnished to each Holder in writing. All such notices and other written communications shall be effective on the date of mailing, confirmed facsimile transfer or delivery.

4.6 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement or any waiver on the part of any Holder of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any Holder, shall be cumulative and not alternative.

4.7 Rights; Severability. Unless otherwise expressly provided herein, a Holder's rights hereunder are several rights, not rights jointly held with any of the other Holders. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

4.8 Information Confidential. Each Holder acknowledges that the information received by them pursuant hereto may be confidential and for its use only, and it will not use such confidential information in violation of the Exchange Act or reproduce, disclose or disseminate such information to any other person (other than its employees or agents having a need to know the contents of such information, and its attorneys), except in connection with the exercise of rights under this Agreement, unless the Company has made such information available to the public generally or such Holder is required to disclose such information by a governmental body.

4.9 Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing or interpreting this Agreement.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Registration Rights Agreement effective as of the day and year first above written.

INTELGENX TECHNOLOGIES CORP.

Per: _____
Authorized Signing Officer

[SIGNATURE PAGE OF PURCHASERS]

Name of Holder: _____

Signature of Authorized Signatory of Holder : _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

[SIGNATURE PAGES CONTINUE]

SCHEDULE "A"

FORM OF SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE .

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby gives notice to the Company of its intention to sell or otherwise dispose of Registrable Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under such Item 3) pursuant to the Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands that it will be bound by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement.

Pursuant to the Registration Rights Agreement, the undersigned has agreed to indemnify and hold harmless the Company's directors and officers and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), from and against certain losses arising in connection with statements concerning the undersigned made in the Company's Registration Statement or the related prospectus in reliance upon the information provided in this Notice and Questionnaire.

If the Selling Securityholder transfers all or any portion of the Registrable Securities listed in Item 3 below after the date on which such information is provided to the Company, the Selling Securityholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Notice and Questionnaire and the Registration Rights Agreement.

[CONTINUED NEXT PAGE]

SELLING SECURITYHOLDER QUESTIONNAIRE

Please respond to every item, even if your response is "none." If you need more space for any response, please attach additional sheets of paper. Please be sure to indicate your name and the number of the item being responded to on each such additional sheet of paper, and to sign each such additional sheet of paper before attaching it to this Questionnaire. Please note that you may be asked to answer additional questions depending on your responses to the following questions.

**COMPLETED QUESTIONNAIRES SHOULD BE RETURNED TO
INTELGEX TECHNOLOGIES CORP.. ALONG WITH A SIGNED COPY OF THE SIGNED
REGISTRATION RIGHTS AGREEMENT AND COMPLETED SUBSCRIPTION AGREEMENT.**

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

1. Your Identity and Background as the Beneficial Owner of the Registrable Securities.

(a) Your full legal name:

(b) Your business address (including street address) (or residence if no business address), telephone number and facsimile number:

Address: _____

Telephone No.: _____

Fax No.: _____

(c) Are you a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

(d) If your response to Item 1(c) above is no, are you an "affiliate" of a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

For the purposes of this Item 1(d), an "affiliate" of a registered broker-dealer shall include any company that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such broker-dealer, and does not include any individuals employed by such broker-dealer or its affiliates.

(e) Full legal name of person through which you hold the Registrable Securities—(i.e. name of your broker, if applicable, through which your Registered Securities are held):

Name of broker:: _____

Contact person: _____



Telephone No.: _____

2. Your Relationship With IntelGenx Technologies Corp.

- (a) Have you or any of your affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) held any position or office or have you had any other material relationship with IntelGenx Technologies Corp. (or their respective predecessors or affiliates) within the past three years?

Yes.
 No.

- (b) If your response to Item 2(a) above is yes, please state the nature and duration of your relationship with IntelGenx Technologies Corp.:

3. Your Interest in the Registrable Securities.

- (a) State the number of such Registrable Securities beneficially owned by you.

- (b) Other than as set forth in your response to Item 3(a) above, do you beneficially own any other securities of IntelGenx Technologies Corp.?

Yes.
 No.

- (c) If your answer to Item 3(b) above is yes, state the type, the aggregate amount and CUSIP No. (if applicable) of such other securities of IntelGenx Technologies Corp. beneficially owned by you:

Type: _____
Aggregate amount: _____
CUSIP No.: _____

- (d) Did you acquire the securities listed in Item 3(a) above in the ordinary course of business?

Yes.
 No.

- (e) At the time of your purchase of the securities listed in Item 3(a) above, did you have any agreements or understandings, directly or indirectly, with any person to distribute the securities?

Yes.
 No.

- (f) If your response to Item 3(e) above is yes, please describe such agreements or understandings:

Yes.
 No.



4. Nature of Your Beneficial Ownership.

- (a) If the name of the beneficial owner of the Registrable Securities set forth in your response to Item 1(a) above is that of a limited partnership, state the names of the general partners of such limited partnership:

- (b) With respect to each general partner listed in Item 4(a) above who is not a natural person, and is not publicly held, name each shareholder (or holder of partnership interests, if applicable) of such general partner. If any of these named shareholders are not natural persons or publicly held entities, please provide the same information. This process should be repeated until you reach natural persons or a publicly held entity.

- (c) Name your controlling shareholder(s) (the "Controlling Entity"). If the Controlling Entity is not a natural person and is not a publicly held entity, name each shareholder of such Controlling Entity. If any of these named shareholders are not natural persons or publicly held entities, please provide the same information. This process should be repeated until you reach natural persons or a publicly held entity.

- (A)(i) Full legal name of Controlling Entity(ies) or natural person(s) with who have sole or shared voting or dispositive power over the Registrable Securities:
Business address (including street address) (or residence if no business address), telephone number and facsimile number of such person(s):
Address: _____
Telephone: _____
Fax: _____
Name of shareholder:; _____

- (B)(i) Full legal name of Controlling Entity(ies):

Business address (including street address) (or residence if no business address), telephone number and facsimile number of such person(s):
Address: _____
Telephone: _____
Fax: _____
Name of shareholders: _____

If you need more space for this response, please attach additional sheets of paper. Please be sure to indicate your name and the number of the item being responded to on each such additional sheet of paper, and to sign each such additional sheet of paper before attaching it to this Questionnaire. Please note that you may be asked to answer additional questions depending on your responses to the following questions.



5. Plan of Distribution.

Except as set forth below, the undersigned (including its donees or pledgees) intends to distribute the Registrable Securities listed above in Item 3 pursuant to the Registration Statement only as follows (if at all): Such Registrable Securities may be sold from time to time directly by the undersigned or, alternatively, through underwriters, broker-dealers or agents. If the Registrable Securities are sold through underwriters, broker-dealers or agents, the Selling Securityholder will be responsible for underwriting discounts or commissions or agents' commissions. Such Registrable Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale or at negotiated prices. Such sales may be effected in transactions (which may involve block transactions) (i) on any national securities exchange or quotation service on which the Registrable Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, or (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market.

- 1 -

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY SHALL NOT TRADE SUCH SECURITIES BEFORE DECEMBER 28, 2010.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF INTELGENX TECHNOLOGIES CORP. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH (I) RULE 144A UNDER THE 1933 ACT, IF APPLICABLE, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE OF RULE 144A, OR (II) RULE 144 UNDER THE 1933 ACT, IF APPLICABLE, AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(II) AND (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. HEDGING TRANSACTIONS INVOLVING THE SECURITIES ARE PROHIBITED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.

THIS WARRANT HAS NOT BEEN AND WILL NOT BE, AND THE SHARES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR PERSON IN THE UNITED STATES AND THE UNDERLYING SHARES MAY NOT BE DELIVERED WITHIN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SHARES HAVE BEEN REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE, AND THE HOLDER HAS DELIVERED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. "UNITED STATES" AND "U.S. PERSON" ARE USED HEREIN AS SUCH TERMS ARE DEFINED BY REGULATIONS UNDER THE 1933 ACT.

AUGUST 27, 2010
INTELGENX TECHNOLOGIES CORP.
 a corporation incorporated under the laws of Delaware
 and having its principal office at
 6425 Abrams
 Ville St-Laurent, Quebec
 H4S 1X9

NO. CW-•

• WARRANTS

Each entitling the holder to acquire one (1) common share of IntelGenx Technologies Corp., subject to adjustment in certain circumstances.

WARRANTS

THIS IS TO CERTIFY THAT for value received • (the "**Holder** ") is the registered holder of the number of warrants (the "**Warrants** ") stated above and is entitled, for each whole Warrant represented hereby, to purchase one common share ("**Share** ") in the capital of IntelGenx Technologies Corp. (the "**Corporation** ") at any time from the date of issue hereof up to and including 5:00 p.m. (Toronto Time) August 27, 2013 (the "**Expiry Time** ") at a price per Share equal to CAD\$0.50 (the "**Exercise Price** "), upon and subject to the following terms and conditions.

Definitions

- (a) “ **Compensation Options** ” means the compensation options issued to the Agents in connection with the Offering with each Compensation Option entitling the holder thereof to acquire one Compensation Option Share at an exercise price equal to CAD\$0.50 until August 27, 2012;
- (b) “ **Compensation Option Shares** ” means the Shares issuable upon exercise of the Compensation Options;
- (c) “ **Offering** ” means the private placement offering of up to 6,250,000 Units issued on August 27, 2010;
- (d) “ **Shares** ” means the shares of common stock with a par value of US\$0.0001 in the capital of the Corporation;
- (e) “ **Units** ” means the Units of the Corporation issued pursuant to the Offering and consisting of one Share and one Warrant;
- (f) “ **Warrants** ” means this common Share purchase Warrant issued pursuant to the Offering which will be exercisable for a period of 36 months from the date of issue, to acquire one Warrant Share at a price of CAD\$0.50; and
- (g) “ **Warrant Share** ” means one Share issuable upon exercise or deemed exercise of a Warrant.

Capitalized terms used herein without definition have the meanings ascribed thereto in the agency agreement dated August 27, 2010 between the Corporation and Bolder Investment Partners, Ltd. (the “ **Agent** ”).

1. The Warrants represented by this Warrant Certificate may not be exercised in the United States or by or for the account or benefit of a U.S. Person or person in the United States nor will the Shares issuable upon exercise of these Warrants be registered or delivered to an address in the United States, unless the Shares issuable upon exercise of these Warrants have been registered in accordance to the United States Securities Act of 1933, as amended (the “ **U.S. Securities Act** ”) and any applicable securities laws of any state of the United States or an exemption from such registration requirements is available, and the Corporation receives an opinion of counsel to such effect in form and substance satisfactory to it. As used herein, the terms “United States” and “U.S. Person” have the meanings ascribed to them in Regulation S under the U.S. Securities Act.

The Warrants represented by this Warrant Certificate are, and the Warrant Shares shall be subject to certain resale restrictions under applicable securities legislation and unless permitted under securities legislation and subject to Section 15 hereof, the Warrants and the Warrant Shares may not be traded before **December 28, 2010** . Certificates representing the Warrant Shares shall bear a legend until the expiration of the hold period indicating that they may not be traded before **December 28, 2010** .

The Holder is advised to seek professional advice as to applicable resale restrictions.

2. At any time, or from time to time, at or prior to the Expiry Time (the “ **Exercise Period** ”), the Holder may exercise all or any number of whole Warrants represented hereby, upon delivering to the Corporation at its principal office noted above this Warrant Certificate, together with a duly completed and executed subscription notice in the form attached hereto (the “ **Subscription Notice** ”) evidencing the election (which on delivery to the Corporation shall be irrevocable) of the Holder to exercise the number of Warrants set forth in the Subscription Notice (which shall not be greater than the number of Warrants represented by this Warrant Certificate as adjusted from time to time pursuant to Sections 5 and 6 of this Warrant Certificate) and a certified cheque or bank draft payable to the Corporation for the aggregate Exercise Price of all Warrants being exercised. If the Holder is not exercising all Warrants represented by this Warrant Certificate, the Holder shall be entitled to receive, without charge, a new Warrant Certificate representing the number of Warrants which is the difference between the number of Warrants represented by the then original Warrant Certificate and the number of Warrants being so exercised.
-

3. The Holder shall be deemed to have become the holder of record of Shares on the date (the “ **Exercise Date** ”) on which the Corporation has received a duly completed Subscription Notice, delivery of the Warrant Certificate and payment in full in respect of the Shares by way of a certified cheque, bank draft or money order in lawful money of Canada payable to the order of IntelGenx Technologies Corp. or its successor corporation; provided, however, that if such date is not a business day in the City of Toronto, Ontario, the City of Montreal, Quebec or a statutory holiday in the United States of America (a “ **Business Day** ”) then the Shares shall be deemed to have been issued and the Holder shall be deemed to have become the holder of record of the Shares on the next following Business Day. Within three (3) Business Days of the Exercise Date, the Corporation shall issue and deliver (or cause to be delivered) to the Holder, by registered mail or pre-paid courier to his, her or its address specified in the register of the Corporation or otherwise indicated on the Subscription Notice, one or more certificates for the appropriate number of issued and outstanding Shares.
4. The Corporation represents and warrants that it is duly authorized and has the corporate and lawful power and authority to create and issue the Warrants and to perform its obligations hereunder and that this Warrant Certificate represents a valid, legal and binding obligation of the Corporation enforceable in accordance with its terms, and the Corporation further covenants and agrees that, until the Expiry Time, while any of the Warrants represented by this Warrant Certificate shall be outstanding: (a) it shall reserve and there shall remain unissued out of its authorized capital a sufficient number of Shares to satisfy the right of purchase herein provided, as such right of purchase may be adjusted pursuant to Sections 5 and 6 of this Warrant Certificate; (b) all Shares which shall be issued upon the exercise of the right to purchase herein provided for, upon payment therefor of the amount at which such Shares may at the time be purchased pursuant to the provisions hereof, shall be issued as fully paid and non-assessable shares and the holders thereof shall not be liable to the Corporation or its creditors in respect thereof; (c) the Corporation shall make all requisite filings under the *Securities Act* (Ontario) and the regulations made thereunder including those necessary to remain a reporting issuer not in default of any requirement of such act and regulations; (d) the Corporation shall use all reasonable efforts to preserve and maintain its corporate existence; and (e) the Corporation shall use all reasonable efforts to maintain the listing of the Shares (or any shares or securities, whether of the Corporation or another company or entity, into which the common shares of the Corporation may from time to time be converted, reclassified or exchanged) on the TSX Venture Exchange (the “ **TSXV** ”) or such other recognized stock exchange or quotation system on which the Shares may trade, to the Expiry Time.
5. The Exercise Price and the number of Shares purchasable upon exercise shall be subject to adjustment from time to time in the events and in the manner provided as follows:
 - (a) *Share Reorganization* . If during the Exercise Period the Corporation shall:
 - (i) issue Shares or securities exchangeable for or convertible into Shares to holders of all or substantially all of its then outstanding Shares by way of stock dividend or other distribution, or
 - (ii) subdivide, redivide or change its outstanding Shares into a greater number of Shares, or
 - (iii) consolidate, reduce or combine its outstanding Shares into a lesser number of Shares,(any of such events in these paragraphs (i), (ii) and (iii) being a “ **Share Reorganization** ”), then the Exercise Price shall be adjusted as of the effective date or record date, as the case may be, at which the holders of Shares are determined for the purpose of the Share Reorganization by multiplying the Exercise Price in effect immediately prior to such effective date or record date by a fraction, the numerator of which shall be the number of Shares outstanding on such effective date or record date before giving effect to such Share Reorganization and the denominator of which shall be the number of Shares outstanding as of the effective date or record date after giving effect to such Share Reorganization (including, in the case where securities exchangeable for or convertible into Shares are distributed, the number of Shares that would have been outstanding had such securities been fully exchanged for or converted into Shares on such record date or effective date). From and after any adjustment of the Exercise Price pursuant to this Section 5(a), the number of Shares purchasable pursuant to this Warrant Certificate shall be adjusted contemporaneously with the adjustment of the Exercise Price by multiplying the number of Shares then otherwise purchasable on the exercise thereof by a fraction, the numerator of which shall be the Exercise Price in effect immediately prior to the adjustment and the denominator of which shall be the Exercise Price resulting from such adjustment.

- (b) *Rights Offering* . If and whenever during the Exercise Period the Corporation shall fix a record date for the issue of rights, options or warrants to all or substantially all of the holders of Shares under which such holders are entitled, during a period expiring not more than 45 days after the record date for such issue (“ **Rights Period** ”), to subscribe for or purchase Shares or securities exchangeable for or convertible into Shares at a price per share to the holder (or having a conversion price or exchange price per Share) of less than 95% of the Current Market Price (as defined in Section 6 hereof) for the Shares on such record date (any of such events being called a “ **Rights Offering** ”), then the Exercise Price shall be adjusted effective immediately after the end of the Rights Period to a price determined by multiplying the Exercise Price in effect immediately prior to the end of the Rights Period by a fraction:
- (i) the numerator of which shall be the aggregate of:
 - (A) the number of Shares outstanding as of the record date for the Rights Offering, and
 - (B) a number determined by dividing either
 - I. the product of the number of Shares issued or subscribed for during the Rights Period and the price at which such Shares are offered,or, as the case may be,
 - II. the product of the exchange or conversion price per share of such securities offered and the number of Shares for or into which the securities so offered pursuant to the Rights Offering have been exchanged or converted during the Rights Period,by the Current Market Price of the Shares as of the record date for the Rights Offering; and
 - (ii) the denominator of which shall be the number of Shares outstanding after giving effect to the Rights Offering and including the number of Shares actually issued or subscribed for during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering or upon the exercise of the exchange or conversion rights contained in such exchangeable or convertible securities under the Rights Offering.

If the Holder has exercised any of the Warrants during the period beginning immediately after the record date for a Rights Offering and ending on the last day of the Rights Period, the Holder shall, in addition to the Shares to which the Holder is otherwise entitled upon such exercise in accordance with Section 2 hereof, be entitled to that number of additional Shares equal to the result obtained when the difference, if any, resulting from the subtraction of the Exercise Price as adjusted for such Rights Offering pursuant to this Section 5(b) from the Exercise Price in effect immediately prior to the end of such Rights Offering is multiplied by the number of Shares purchased upon exercise of the Warrants held by such Holder during such period, and the resulting product is divided by the Exercise Price as adjusted for such Rights Offering pursuant to this Section 5(b); provided that the provisions of Section 9 shall be applicable to any fractional interest in a Share to which such Holder might otherwise be entitled under the foregoing provisions of this Section 5(b). Such additional Shares shall be deemed to have been issued to the Holder immediately following the end of the Rights Period and a certificate for such additional Shares shall be delivered to such Holder within three (3) Business Days following the end of the Rights Period.

- (c) *Special Distribution*. If and whenever during the Exercise Period the Corporation shall issue or distribute to all or to substantially all the holders of the Shares:
- (i) securities of the Corporation including shares, rights, options or warrants to acquire shares of any class or securities exchangeable for or convertible into or exchangeable into any such shares or cash, property or assets and including evidences of its indebtedness, or
 - (ii) any cash, property or other assets,

and if such issuance or distribution does not constitute dividends paid in the ordinary course, a Share Reorganization or a Rights Offering (any of such non-excluded events being herein called a “ **Special Distribution** ”), the Exercise Price will be adjusted immediately after such record date so that it will equal the rate determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Shares outstanding on such record date multiplied by the Current Market Price on the earlier of such record date and the date on which the Corporation announces its intention to make such distribution, less the aggregate fair market value (as determined by the directors, acting reasonably, at the time such distribution is authorized) of such shares or rights, options or warrants or evidences of indebtedness or cash, securities or other property or assets so distributed, and of which the denominator shall be the total number of Shares outstanding on such record date multiplied by such Current Market Price and the number of Shares to be issued by the Corporation under the Warrants shall, at the time of exercise, be appropriately adjusted.

- (d) *Capital Reorganization* . If and whenever during the Exercise Period there shall be a reclassification of Shares at any time outstanding or a change of the Shares into other shares or into other securities (other than a Share Reorganization), or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation or other entity (other than a consolidation, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Shares or a change of the Shares into other securities), or a transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or other entity (any of such events being herein called a “ **Capital Reorganization** ”), the Holder, where he has not exercised the right of subscription and purchase under this Warrant Certificate prior to the effective date or record date, as the case may be, of such Capital Reorganization, shall be entitled to receive, and shall accept upon the exercise of such right for the same aggregate consideration, in lieu of the number of Shares to which such holder was theretofore entitled upon such exercise, the aggregate number of shares, other securities or other property which such holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, he had been the registered holder of the number of Shares to which such holder was theretofore entitled to subscribe for and purchase; provided however, that no such Capital Reorganization shall be carried into effect unless all necessary steps shall have been taken to so entitle the Holder. If determined appropriate by the board of directors of the Corporation, acting reasonably and in good faith, and subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading, appropriate adjustments shall be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Section 5 with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 5 shall thereafter correspondingly be made applicable as nearly as may reasonably be necessary in relation to any shares, other securities or other property thereafter deliverable upon the exercise of any Warrant. Any such adjustments shall be made by and set forth in terms and conditions supplemental hereto approved by the board of directors of the Corporation, acting reasonably and in good faith.
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(e) If and whenever at any time after the date hereof and prior to the Expiry Time, the Corporation takes any action affecting its Shares to which the foregoing provisions of this Section 5, in the opinion of the board of directors of the Corporation, acting reasonably and in good faith, are not strictly applicable, or if strictly applicable would not fairly adjust the rights of the Holder against dilution in accordance with the intent and purposes thereof, or would otherwise materially affect the rights of the Holder hereunder, then the Corporation shall execute and deliver to the Holder an amendment hereto providing for an adjustment in the application of such provisions so as to adjust such rights as aforesaid in such a manner as the board of directors of the Corporation may determine to be equitable in the circumstances, acting reasonably and in good faith. The failure of the taking of action by the board of directors of the Corporation to so provide for any adjustment on or prior to the effective date of any action or occurrence giving rise to such state of facts will be conclusive evidence that the board of directors has determined that it is equitable to make no adjustment in the circumstances.

6. The following rules and procedures shall be applicable to the adjustments made pursuant to Section 5:

- (a) The adjustments provided for in Section 5 are cumulative, and shall, in the case of adjustments to the Exercise Price be computed to the nearest one-tenth of one cent and shall be made successively whenever an event referred to therein shall occur, subject to the following paragraphs of this Section 6.
 - (b) No adjustment in the Exercise Price shall be required unless such adjustment would result in a change of at least 1% in the prevailing Exercise Price and no adjustment shall be made in the number of Shares purchasable upon exercise of this Warrant unless it would result in a change of at least one one-hundredth of a Share; provided, however, that any adjustments which, except for the provisions of this Section 6(b) would otherwise have been required to be made, shall be carried forward and taken into account in any subsequent adjustment.
 - (c) No adjustment in the Exercise Price or in the number of Shares purchasable upon exercise of Warrants shall be made in respect of any event described in Section 5, other than the events referred to in Section 5(d), if the Holder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if it had exercised its Warrants prior to or on the effective date or record date of such event. The terms of the participation of the Holder in such event shall be subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading.
 - (d) No adjustment in the Exercise Price shall be made pursuant to Section 5 in respect of the issue from time to time:
 - (i) of Shares purchasable on exercise of the Warrants represented by or issued concurrently with this Warrant Certificate;
 - (ii) in respect of the issue from time to time as dividends paid in the ordinary course of Shares to holders of Shares who exercise an option or election to receive substantially equivalent dividends in Shares in lieu of receiving a cash dividend pursuant to a dividend reinvestment plan or similar plan adopted by the Corporation in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws;
 - (iii) of Shares pursuant to any stock option plan, stock purchase plan or benefit plan in force at the date hereof for directors, officers, employees, advisers or consultants of the Corporation, as such option or plan is amended or superseded from time to time in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws, and such other stock option plan, stock purchase plan or benefit plan as may be adopted by the Corporation in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws;
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- (iv) the payment of interest on any outstanding notes;
- (v) the issuance of securities in connection with strategic license agreements and other partnering arrangements; or
- (vi) full or partial consideration in connection with a strategic merger, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity;

and any such issue shall be deemed not to be a Share Reorganization or Capital Reorganization.

- (e) If the Corporation shall set a record date to determine the holders of the Shares for the purpose of entitling them to receive any dividend or distribution or any subscription or purchase rights and shall, thereafter and before the distribution to such shareholders of any such dividend, distribution or subscription or purchase rights, legally abandon its plan to pay or deliver such dividend, distribution or subscription or purchase rights, then no adjustment in the Exercise Price or the number of Shares purchasable upon exercise of any Warrant shall be required by reason of the setting of such record date.
 - (f) As a condition precedent to the taking of any action which would require any adjustment in any of the subscription rights pursuant to this Warrant Certificate, including the Exercise Price and the number or class of shares or other securities which are to be received upon the exercise thereof, the Corporation shall take any corporate action which may be necessary in order that the Corporation have unissued and reserved in its authorized capital and may validly and legally issue as fully paid and non-assessable all the Shares or other securities which the Holder of such Warrant Certificate is entitled to receive on the full exercise thereof in accordance with the provisions hereof.
 - (g) For the purposes of this Warrant Certificate, “ **Current Market Price** ” of a Share at any date shall be calculated as the price per Share equal to the weighted average price at which the Shares have traded in the principal Canadian stock exchange or, if the Shares are not listed, the over-the-counter market, on which the Shares are then listed or posted for trading during the 20 consecutive trading days (on each of which at least 500 Shares are traded in board lots) ending on the fifth trading day immediately prior to such date as reported by such market or exchange in which the Shares are then trading or quoted. If the Shares are not then traded in the over-the-counter market or on a recognized Canadian stock exchange, the Current Market Price of the Shares shall be fair market value of the Shares as determined by a nationally or internationally recognized investment dealer or investment banker.
 - (h) In the absence of a resolution of the board of directors of the Corporation fixing a record date for any dividend or distribution referred to in Section 5(a)(i) or any Rights Offering or Special Distribution, the Corporation shall be deemed to have fixed as the record date therefor the date on which such dividend or distribution is effected.
 - (i) Any question or dispute that at any time or from time to time arises with respect to the amount of any adjustment to the Exercise Price or other adjustments pursuant to Section 5 shall be conclusively determined by a firm of independent chartered accountants (who may be the Corporation’s auditors) and shall be binding upon the Corporation and the Holder.
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Notwithstanding the foregoing, such determination shall be subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading. In the event that any such determination is made, the Corporation shall notify the Holder in the manner contemplated in Section 19 describing such determination.

7. On the happening of each and every such event set out in Section 5, the applicable provisions of this Warrant Certificate, including the Exercise Price, shall, *ipso facto*, be deemed to be amended accordingly and the Corporation shall take all necessary action so as to comply with such provisions as so amended.
 8. In any case in which Section 5 shall require that an adjustment shall be effective immediately after a record date for an event referred to herein, the Corporation may defer, until the occurrence of such an event:
 - (a) issuing to the Holder of any Warrant exercised after such record date and before the occurrence of such event, the additional Shares issuable upon such exercise by reason of the adjustment required by such event, and
 - (b) delivering to such Holder any distributions declared with respect to such additional Shares after such Exercise Date and before such event;

provided, however, that the Corporation shall deliver or cause to be delivered to such Holder, an appropriate instrument evidencing such Holder's right, upon the occurrence of the event requiring the adjustment, to an adjustment in the Exercise Price or the number of Shares purchasable on the exercise of any Warrant and to such distributions declared with respect to any additional Shares issuable on the exercise of any Warrant.
 9. At least 10 Business Days prior to the effective date or record date, as the case may be, of any event which requires or might require adjustment in any of the subscription rights pursuant to this Warrant Certificate, including the Exercise Price and the number of Shares which are purchasable upon the exercise thereof, or such longer period of notice as the Corporation shall be required to provide holders of Shares in respect of any such event, the Corporation shall notify the Holder of the particulars of such event and, if determinable, the required adjustment and the computation of such adjustment. In case any adjustment for which such notice has been given is not then determinable, the Corporation shall promptly after such adjustment is determinable notify the Holder of the adjustment and the computation of such adjustment.
 10. The Corporation shall maintain at its principal office a register of Holders in which shall be entered the names and addresses of the Holders of the Warrants and of the number of Warrants held by them. Such register shall be open at all reasonable times for inspection by the Holder. The Corporation shall notify the Holder forthwith of any change of address of the principal office of the Corporation.
 11. The Corporation shall not be required to issue fractional Shares in satisfaction of its obligations hereunder. If any fractional interest in a Share would, except for the provisions of this Section 11, be deliverable upon the exercise of a Warrant, the Corporation shall in lieu of delivering the fractional Shares therefor satisfy the right to receive such fractional interest by payment to the holder of such Warrant of an amount in cash equal (computed in the case of a fraction of a cent to the next lower cent) to the value of the right to acquire such fractional interest on the basis of the Current Market Price at the Exercise Date.
 12. Subject as herein provided, all or any of the rights conferred upon the Holder by the terms hereof may be enforced by the Holder by appropriate legal proceedings.
 13. The registered Holder of this Warrant Certificate may at any time up to and including the Expiry Time, upon the surrender hereof to the Corporation at its principal office, exchange this Warrant Certificate for one or more Warrant Certificates entitling the Holder to subscribe in the aggregate for the same number of Shares as is expressed in this Warrant Certificate. Any Warrant Certificate tendered for exchange shall be surrendered to the Corporation and cancelled.
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14. If this Warrant Certificate becomes stolen, lost, mutilated or destroyed, the Corporation shall, on such terms as it may in its discretion acting reasonably impose, issue and deliver to the Holder a new Warrant Certificate of like denomination, tenor and date as the Warrant Certificate so stolen, lost, mutilated or destroyed.
15. This Warrant Certificate and the Warrants represented hereby are non-transferable.
16. Except as expressly set out herein, the holding of this Warrant Certificate or the Warrants represented hereby shall not constitute a Holder hereof a holder of Shares nor entitle it to any right of interest in respect thereof.
17. If any one or more of the provisions or parts thereof contained in this Warrant should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:
 - (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
 - (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Warrant Certificate in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Warrant Certificate in any other jurisdiction.
18. Any notice, document or communication required or permitted by this Warrant to be given by a party hereto shall be in writing and is sufficiently given if delivered personally, or if sent by prepaid registered mail, or if transmitted by any form of recorded telecommunication rested prior to transmission, to such party addressed as follows:
 - (a) to the Holder, in the register to be maintained pursuant to section 10 hereof; and
 - (b) to the Corporation at:

IntelGenx Technologies Corp.
6425 Abrams
Ville St-Laurent, Quebec
H4S 1X9

Attention: President
Telecopier: (514) 331-0436
19. Time is of the essence hereof.
20. This Warrant Certificate shall enure to the benefit of the Holder and his heirs, executors, administrators, legal personal representatives, permitted assigns and successors is binding upon the Corporation and its successors and assigns.
21. This Warrant Certificate and the Warrants represented hereby shall be governed by the laws of the State of Delaware and the federal laws of the United States of America applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Warrant Certificate has been executed on behalf of IntelGenx Technologies Corp. as of the 27 day of August, 2010.

INTELGENX TECHNOLOGIES CORP.

By: _____
Horst G. Zerbe
President and Chief Executive Officer

SUBSCRIPTION NOTICE

TO: INTELGENX TECHNOLOGIES CORP.
6425 Abrams
Ville St-Laurent, Quebec
H4S 1X9

The undersigned registered Holder of the attached Warrant Certificate, hereby:

- (a) subscribes for _____ common shares ("Shares") (or such number of Shares or other securities or property to which such subscription entitles the undersigned in lieu thereof or in addition thereto under the Warrant Certificate) of IntelGenx Technologies Corp. (the "Corporation") at the price per Share in Canadian funds equal to CAD\$0.50 (or such adjusted price which may be in effect under the provisions of the Warrant Certificate) and in payment of the exercise price encloses a certified cheque, bank draft or money order in lawful money of Canada payable to the order of IntelGenx Technologies Corp. or its successor corporation; and
- (b) delivers herewith the above-mentioned Warrant Certificate entitling the undersigned to subscribe for the above-mentioned number of Shares.

The undersigned hereby directs that the said Shares be registered as follows:

Name(s) in full	Address(es) (including Postal Code)	Number of Shares
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Total: _____

(Please print full name in which share certificates are to be issued. If any of the Shares are to be issued to a person or persons other than the Holder, the Holder must pay to the Corporation all requisite taxes or other governmental charges.)

- (c) certifies either (please check one):
 - (i) that the undersigned is not a U.S. Person or a person in the United States, and is not acquiring any of the Shares hereby subscribed for the account or benefit of a U.S. Person or a person in the United States, (ii) none of the persons listed in paragraph (b) above is a U.S. Person or a person in the United States, and (iii) at the time of exercise of the Warrants and execution and delivery of this exercise form the undersigned was not in the United States;
 - as of the date hereof there is an effective registration statement filed with the United States Securities and Exchange Commission covering the issuance of the Shares and the issuance of the Shares will be in compliance with all application securities laws of any state of the United States; or
 - the undersigned has delivered to the Corporation an opinion of counsel (which will not be sufficient unless it is from counsel of recognized standing and in form and substance satisfactory to the Corporation) to the effect that an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act") and applicable state securities laws is available for the issuance of the Shares. The undersigned understands that if this box is checked, the certificate representing the Shares issued upon exercise of the Warrants will bear a legend restricting transfer without registration under the U.S. Securities Act and applicable state securities laws unless an exemption from such registration requirements is available.

For purposes hereof the terms "United States" and "U.S. Person" shall have the meanings ascribed to them in Regulation S under the U.S. Securities Act of 1933, as amended.

DATED this _____ day of _____, 201__.

(Signature of Subscriber)

(Print Name of Subscriber)

(Address of Subscriber in full)

The certificates will be mailed by registered mail to the address appearing in this Subscription Notice.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY SHALL NOT TRADE SUCH SECURITIES BEFORE DECEMBER 28, 2010. RIGHTS TO TRANSFER AND ASSIGN THE SECURITIES REPRESENTED HEREBY ARE FURTHER RESTRICTED BY THE TERMS HEREOF.

THIS CERTIFICATE WILL BE VOID AND OF NO VALUE UNLESS EXERCISED ON OR BEFORE 5:00 P.M. (TORONTO TIME) ON THE EXPIRY TIME (AS HEREIN DEFINED).

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF INTELGENX TECHNOLOGIES CORP. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE COMPANY, (B) IN COMPLIANCE WITH (I) RULE 144A UNDER THE 1933 ACT, IF APPLICABLE, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (AS DEFINED IN RULE 144A) THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE OR TRANSFER IS BEING MADE IN RELIANCE OF RULE 144A, OR (II) RULE 144 UNDER THE 1933 ACT, IF APPLICABLE, AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(II) AND (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. HEDGING TRANSACTIONS INVOLVING THE SECURITIES ARE PROHIBITED EXCEPT IN COMPLIANCE WITH THE 1933 ACT.

THIS WARRANT HAS NOT BEEN AND WILL NOT BE, AND THE SHARES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN, REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON OR PERSON IN THE UNITED STATES AND THE UNDERLYING SHARES MAY NOT BE DELIVERED WITHIN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SHARES HAVE BEEN REGISTERED UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE, AND THE HOLDER HAS DELIVERED AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. "UNITED STATES" AND "U.S. PERSON" ARE USED HEREIN AS SUCH TERMS ARE DEFINED BY REGULATIONS UNDER THE 1933 ACT.

AUGUST 27, 2010
INTELGENX TECHNOLOGIES CORP.
a corporation incorporated under the laws of Delaware
and having its principal office at
6425 Abrams
Ville St-Laurent, Quebec
H4S 1X9

NO. BW-1

[•] BROKER WARRANTS
Each entitling the holder to acquire one (1) Share (as defined herein) of IntelGenx Technologies Corp., subject to adjustment in certain circumstances.

BROKER WARRANTS

THIS IS TO CERTIFY THAT for value received • (the “**Holder**”) is the registered holder of the number of Broker Warrants stated above and is entitled, for each whole Broker Warrant represented hereby, to purchase one common share (“**Share**”) of IntelGenx Technologies Corp. (the “**Corporation**”) at any time from the date of issue hereof up to and including 5:00 p.m. (Toronto Time) on August 28, 2012 (the “**Expiry Time**”) at a price per Share equal to CAD\$0.50 (the “**Exercise Price**”), upon and subject to the following terms and conditions.

Capitalized terms used herein without definition have the meanings ascribed thereto in the Agency Agreement dated August 27, 2010 between the Corporation and Bolder Investment Partners, Ltd.

1. The Broker Warrants represented by this Broker Warrant Certificate may not be exercised in the United States or by or for the account or benefit of a U.S. Person or person in the United States nor will the Shares issuable upon exercise of these Broker Warrants be registered or delivered to an address in the United States, unless the Shares issuable upon exercise of these Warrants have been registered in accordance with the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”) and any applicable securities laws of any state of the United States or an exemption from such registration requirements is available, and the Corporation receives an opinion of counsel to such effect in form and substance satisfactory to it. As used herein, the terms “United States” and “U.S. Person” have the meanings ascribed to them in Regulation S under the U.S. Securities Act.

The Broker Warrants represented by this Broker Warrant Certificate and the Shares issuable upon exercise of these Broker Warrants are subject to certain resale restrictions under applicable securities legislation and unless permitted under securities legislation and subject to Section 15 hereof, the Broker Warrants and the Shares may not be traded before December 28, 2010. The Holder is advised to seek professional advice as to applicable resale restrictions.

Certificates representing the Shares issuable upon the exercise of these Broker Warrants shall bear a legend until the expiration of the hold period indicating that they may not be traded before December 28, 2010.

2. At any time, or from time to time, at or prior to the Expiry Time (the “**Exercise Period**”), the Holder may exercise all or any number of whole Broker Warrants represented hereby, upon delivering to the Corporation at its principal office noted above this Broker Warrant Certificate, together with a duly completed and executed subscription notice in the form attached hereto (the “**Subscription Notice**”) evidencing the election (which on delivery to the Corporation shall be irrevocable) of the Holder to exercise the number of Broker Warrants set forth in the Subscription Notice (which shall not be greater than the number of Broker Warrants represented by this Broker Warrant Certificate and a certified cheque or bank draft payable to the Corporation for the aggregate Exercise Price of all Broker Warrants being exercised. If the Holder is not exercising all Broker Warrants represented by this Broker Warrant Certificate, the Holder shall be entitled to receive, without charge, a new Broker Warrant Certificate representing the number of Broker Warrants which is the difference between the number of Broker Warrants represented by the then original Broker Warrant Certificate and the number of Broker Warrants being so exercised.
 3. The Holder shall be deemed to have become the holder of record of Shares on the date (the “**Exercise Date**”) on which the Corporation has received a duly completed Subscription Notice, delivery of the Broker Warrant Certificate and payment in full in respect of the Shares by way of a certified cheque, bank draft or money order in lawful money of Canada payable to the order of IntelGenx Technologies Corp. or its successor corporation; provided, however, that if such date is not a business day in the City of Toronto, Ontario, the City of Montreal, Quebec or a statutory holiday in the United States of America (a “**Business Day**”) then the Shares shall be deemed to have been issued and the Holder shall be deemed to have become the holder of record of the Shares on the next following Business Day. Within three (3) Business Days of the Exercise Date, the Corporation shall issue and deliver (or cause to be delivered) to the Holder, by registered mail or pre-paid courier to his, her or its address specified in the register of the Corporation, one or more certificates for the appropriate number of issued and outstanding Shares.
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4. The Corporation covenants and agrees that, until the Expiry Time, while any of the Broker Warrants represented by this Broker Warrant Certificate shall be outstanding; (a) it shall reserve and there shall remain unissued out of its authorized capital a sufficient number of Shares to satisfy the right of purchase herein provided (b) all Shares which shall be issued upon the exercise of the right to purchase herein provided for, upon payment therefor of the amount at which such Shares may at the time be purchased pursuant to the provisions hereof, shall be issued as fully paid and non-assessable shares and the holders thereof shall not be liable to the Corporation or its creditors in respect thereof; (c) the Corporation shall make all requisite filings under the *Securities Act* (Ontario) and the regulations made thereunder including those necessary to remain a reporting issuer not in default of any requirement of such act and regulations; and (d) the Corporation shall use all reasonable efforts to preserve and maintain its corporate existence.

5. The Exercise Price and the number of Shares purchasable upon exercise shall be subject to adjustment from time to time in the events and in the manner provided as follows:

(a) *Share Reorganization* . If during the Exercise Period the Corporation shall:

- (i) issue Shares or securities exchangeable for or convertible into Shares to holders of all or substantially all of its then outstanding Shares by way of stock dividend or other distribution, or
- (ii) subdivide, redivide or change its outstanding Shares into a greater number of Shares, or
- (iii) consolidate, reduce or combine its outstanding Shares into a lesser number of Shares,

(any of such events in these paragraphs (i), (ii) and (iii) being a “ **Share Reorganization** ”), then the Exercise Price shall be adjusted as of the effective date or record date, as the case may be, at which the holders of Shares are determined for the purpose of the Share Reorganization by multiplying the Exercise Price in effect immediately prior to such effective date or record date by a fraction, the numerator of which shall be the number of Shares outstanding on such effective date or record date before giving effect to such Share Reorganization and the denominator of which shall be the number of Shares outstanding as of the effective date or record date after giving effect to such Share Reorganization (including, in the case where securities exchangeable for or convertible into Shares are distributed, the number of Shares that would have been outstanding had such securities been fully exchanged for or converted into Shares on such record date or effective date). From and after any adjustment of the Exercise Price pursuant to this Section 5(a), the number of Shares purchasable pursuant to this Broker Warrant Certificate shall be adjusted contemporaneously with the adjustment of the Exercise Price by multiplying the number of Shares then otherwise purchasable on the exercise thereof by a fraction, the numerator of which shall be the Exercise Price in effect immediately prior to the adjustment and the denominator of which shall be the Exercise Price resulting from such adjustment.

(b) *Rights Offering* . If and whenever during the Exercise Period the Corporation shall fix a record date for the issue of rights, options or warrants to all or substantially all of the holders of Shares under which such holders are entitled, during a period expiring not more than 45 days after the record date for such issue (“ **Rights Period** ”), to subscribe for or purchase Shares or securities exchangeable for or convertible into Shares at a price per share to the holder (or having a conversion price or exchange price per Share) of less than 95% of the Current Market Price (as defined in Section 6 hereof) for the Shares on such record date (any of such events being called a “ **Rights Offering** ”), then the Exercise Price shall be adjusted effective immediately after the end of the Rights Period to a price determined by multiplying the Exercise Price in effect immediately prior to the end of the Rights Period by a fraction:

- (i) the numerator of which shall be the aggregate of:
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- (A) the number of Shares outstanding as of the record date for the Rights Offering, and
- (B) a number determined by dividing either
 - I. the product of the number of Shares issued or subscribed for during the Rights Period and the price at which such Shares are offered,or, as the case may be,
 - II. the product of the exchange or conversion price per share of such securities offered and the number of Shares for or into which the securities so offered pursuant to the Rights Offering have been exchanged or converted during the Rights Period,

by the Current Market Price of the Shares as of the record date for the Rights Offering; and

- (ii) the denominator of which shall be the number of Shares outstanding after giving effect to the Rights Offering and including the number of Shares actually issued or subscribed for during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering or upon the exercise of the exchange or conversion rights contained in such exchangeable or convertible securities under the Rights Offering.

If the Holder has exercised any of the Broker Warrants during the period beginning immediately after the record date for a Rights Offering and ending on the last day of the Rights Period, the Holder shall, in addition to the Shares to which the Holder is otherwise entitled upon such exercise in accordance with Section 2 hereof, be entitled to that number of additional Shares equal to the result obtained when the difference, if any, resulting from the subtraction of the Exercise Price as adjusted for such Rights Offering pursuant to this Section 5(b) from the Exercise Price in effect immediately prior to the end of such Rights Offering is multiplied by the number of Shares purchased upon exercise of the Broker Warrants held by such Holder during such period, and the resulting product is divided by the Exercise Price as adjusted for such Rights Offering pursuant to this Section 5(b); provided that the provisions of Section 9 shall be applicable to any fractional interest in a Share to which such Holder might otherwise be entitled under the foregoing provisions of this Section 5(b). Such additional Shares shall be deemed to have been issued to the Holder immediately following the end of the Rights Period and a certificate for such additional Shares shall be delivered to such Holder within three (3) Business Days following the end of the Rights Period.

- (c) *Special Distribution.* If and whenever during the Exercise Period the Corporation shall issue or distribute to all or to substantially all the holders of the Shares:
 - (i) securities of the Corporation including shares, rights, options or warrants to acquire shares of any class or securities exchangeable for or convertible into or exchangeable into any such shares or cash, property or assets and including evidences of its indebtedness, or
 - (ii) any cash, property or other assets,

and if such issuance or distribution does not constitute dividends paid in the ordinary course, a Share Reorganization or a Rights Offering (any of such non-excluded events being herein called a “**Special Distribution**”), the number of Shares to be issued by the Corporation under the Broker Warrants shall, at the time of exercise, be appropriately adjusted and the Holder shall receive, in lieu of the number of Shares in respect of which the right is then being exercised, the aggregate number of Shares or other securities or property that the Holder would have been entitled to receive as a result of such event if, on the record date therefor, the Holder had been the registered holder of the number of Shares to which the Holder was theretofore entitled upon the exercise of the Broker Warrants.

- (d) *Capital Reorganization.* If and whenever during the Exercise Period there shall be a reclassification of Shares at any time outstanding or a change of the Shares into other shares or into other securities (other than a Share Reorganization), or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation or other entity (other than a consolidation, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Shares or a change of the Shares into other securities), or a transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or other entity (any of such events being herein called a “Capital Reorganization”), the Holder, where he has not exercised the right of subscription and purchase under this Broker Warrant Certificate prior to the effective date or record date, as the case may be, of such Capital Reorganization, shall be entitled to receive, and shall accept upon the exercise of such right for the same aggregate consideration, in lieu of the number of Shares to which such holder was theretofore entitled upon such exercise, the aggregate number of shares, other securities or other property which such holder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, he had been the registered holder of the number of Shares to which such holder was theretofore entitled to subscribe for and purchase; provided however, that no such Capital Reorganization shall be carried into effect unless all necessary steps shall have been taken to so entitle the Holder. If determined appropriate by the board of directors of the Corporation, acting reasonably and in good faith, and subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading, appropriate adjustments shall be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Section 5 with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 5 shall thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any shares, other securities or other property thereafter deliverable upon the exercise of any Broker Warrant.
- (e) If and whenever at any time after the date hereof and prior to the Expiry Time, the Corporation takes any action affecting its Shares to which the foregoing provisions of this Section 5, in the opinion of the board of directors of the Corporation, acting reasonably and in good faith, are not strictly applicable, or if strictly applicable would not fairly adjust the rights of the Holder against dilution in accordance with the intent and purposes thereof, or would otherwise materially affect the rights of the Holder hereunder, then the Corporation shall execute and deliver to the Holder an amendment hereto providing for an adjustment in the application of such provisions so as to adjust such rights as aforesaid in such a manner as the board of directors of the Corporation may determine to be equitable in the circumstances, acting reasonably and in good faith. The failure of the taking of action by the board of directors of the Corporation to so provide for any adjustment on or prior to the effective date of any action or occurrence giving rise to such state of facts will be conclusive evidence that the board of directors has determined that it is equitable to make no adjustment in the circumstances.
6. The following rules and procedures shall be applicable to the adjustments made pursuant to Section 5:
- (a) The adjustments provided for in Section 5 are cumulative, and shall, in the case of adjustments to the Exercise Price be computed to the nearest one-tenth of one cent and shall be made successively whenever an event referred to therein shall occur, subject to the following paragraphs of this Section 6.
- (b) No adjustment in the Exercise Price shall be required unless such adjustment would result in a change of at least 1% in the prevailing Exercise Price and no adjustment shall be made in the number of Shares purchasable upon exercise of this Broker Warrant unless it would result in a change of at least one one-hundredth of a Share; provided, however, that any adjustments which, except for the provisions of this Section 6(b) would otherwise have been required to be made, shall be carried forward and taken into account in any subsequent adjustment.
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- (c) No adjustment in the Exercise Price or in the number of Shares purchasable upon exercise of Broker Warrants shall be made in respect of any event described in Section 5, other than the events referred to in Sections 5(a)(ii) and (iii), if the Holder is entitled to participate in such event on the same terms, *mutatis mutandis*, as if it had exercised its Broker Warrants prior to or on the effective date or record date of such event. The terms of the participation of the Holder in such event shall be subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading.
- (d) No adjustment in the Exercise Price shall be made pursuant to Section 5 in respect of the issue from time to time:
- (i) of Shares purchasable on exercise of the Broker Warrants represented by or issued concurrently with this Broker Warrant Certificate;
 - (ii) of dividends paid in the ordinary course on Shares to holders of Shares who exercise an option or election to receive substantially equivalent dividends in the form of Shares in lieu of receiving a cash dividend pursuant to a dividend reinvestment plan or similar plan adopted by the Corporation in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws;
 - (iii) of Shares pursuant to any stock option plan, stock purchase plan or benefit plan in force at the date hereof for directors, officers, employees, advisers or consultants of the Corporation, as such option or plan is amended or superseded from time to time in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws, and such other stock option plan, stock purchase plan or benefit plan as may be adopted by the Corporation in accordance with the requirements of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading and applicable securities laws;
 - (iv) the payment of interest on any outstanding notes;
 - (v) the issuance of securities in connection with strategic license agreements and other partnering arrangements; or
 - (vi) full or partial consideration in connection with a strategic merger, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity;
- and any such issue shall be deemed not to be a Share Reorganization or Capital Reorganization.
- (e) If the Corporation shall set a record date to determine the holders of the Shares for the purpose of entitling them to receive any dividend or distribution or any subscription or purchase rights and shall, thereafter and before the distribution to such shareholders of any such dividend, distribution or subscription or purchase rights, legally abandon its plan to pay or deliver such dividend, distribution or subscription or purchase rights, then no adjustment in the Exercise Price or the number of Shares purchasable upon exercise of any Broker Warrant shall be required by reason of the setting of such record date.
- (f) As a condition precedent to the taking of any action which would require any adjustment in any of the subscription rights pursuant to this Broker Warrant Certificate, including the Exercise Price and the number or class of shares or other securities which are to be received upon the exercise thereof, the Corporation shall take any corporate action which may be necessary in order that the Corporation have unissued and reserved in its authorized capital and may validly and legally issue as fully paid and non-assessable all the shares or other securities which the holder of such Broker Warrant Certificate is entitled to receive on the full exercise thereof in accordance with the provisions hereof.
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- (g) For the purposes of this Broker Warrant Certificate, "Current Market Price" of a Share at any date shall be calculated as the price per Share equal to the weighted average price at which the Shares have traded in the principal Canadian stock exchange or, if the Shares are not listed, the over-the-counter market, on which the Shares are then listed or posted for trading during the 20 consecutive trading days (on each of which at least 500 Units are traded in board lots) ending on the fifth trading day immediately prior to such date as reported by such market or exchange in which the Shares are then trading or quoted. If the Shares are not then traded in the over-the-counter market or on a recognized Canadian stock exchange, the Current Market Price of the Shares shall be fair market value of the Shares as determined by a nationally or internationally recognized investment dealer or investment banker.
 - (h) In the absence of a resolution of the board of directors of the Corporation fixing a record date for any dividend or distribution referred to in Section 5(a)(i) or any Rights Offering or Special Distribution, the Corporation shall be deemed to have fixed as the record date therefor the date on which such dividend or distribution is effected.
 - (i) Any question or dispute that at any time or from time to time arises with respect to the amount of any adjustment to the Exercise Price or other adjustments pursuant to Section 5 shall be conclusively determined by a firm of independent chartered accountants (who may be the Corporation's auditors) and shall be binding upon the Corporation and the Holder. Notwithstanding the foregoing, such determination shall be subject to the prior written approval of the principal Canadian stock exchange or over-the-counter market on which the Shares are then listed or quoted for trading. In the event that any such determination is made, the Corporation shall notify the Holder in the manner contemplated in Section 19 describing such determination.
7. On the happening of each and every such event set out in Section 5, the applicable provisions of this Broker Warrant Certificate, including the Exercise Price, shall, *ipso facto*, be deemed to be amended accordingly and the Corporation shall take all necessary action so as to comply with such provisions as so amended.
8. In any case in which Section 5 shall require that an adjustment shall be effective immediately after a record date for an event referred to herein, the Corporation may defer, until the occurrence of such an event:
- (a) issuing to the holder of any Broker Warrant exercised after such record date and before the occurrence of such event, the additional Shares issuable upon such exercise by reason of the adjustment required by such event, and
 - (b) delivering to such holder any distributions declared with respect to such additional Shares after such Exercise Date and before such event;
- provided, however, that the Corporation shall deliver or cause to be delivered to such holder, an appropriate instrument evidencing such holder's right, upon the occurrence of the event requiring the adjustment, to an adjustment in the Exercise Price or the number of Shares purchasable on the exercise of any Broker Warrant and to such distributions declared with respect to any additional Shares issuable on the exercise of any Broker Warrant.
9. At least 10 Business Days prior to the effective date or record date, as the case may be, of any event which requires or might require adjustment in any of the subscription rights pursuant to this Broker Warrant Certificate, including the Exercise Price and the number of Shares which are purchasable upon the exercise thereof, or such longer period of notice as the Corporation shall be required to provide holders of Shares in respect of any such event, the Corporation shall notify the Holder of the particulars of such event and, if determinable, the required adjustment and the computation of such adjustment. In case any adjustment for which such notice has been given is not then determinable, the Corporation shall promptly after such adjustment is determinable notify the Holder of the adjustment and the computation of such adjustment.
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10. The Corporation shall maintain at its principal office a register of holders in which shall be entered the names and addresses of the holders of the Broker Warrants and of the number of Broker Warrants held by them. Such register shall be open at all reasonable times for inspection by the Holder. The Corporation shall notify the Holder forthwith of any change of address of the principal office of the Corporation.
 11. The Corporation shall not be required to issue fractional Shares in satisfaction of its obligations hereunder. If any fractional interest in a Share would, except for the provisions of this Section 11, be deliverable upon the exercise of a Broker Warrant, the Corporation shall in lieu of delivering the fractional Shares therefor satisfy the right to receive such fractional interest by payment to the holder of such Broker Warrant of an amount in cash equal (computed in the case of a fraction of a cent to the next lower cent) to the value of the right to acquire such fractional interest on the basis of the Current Market Price at the Exercise Date.
 12. Subject as herein provided, all or any of the rights conferred upon the Holder by the terms hereof may be enforced by the Holder by appropriate legal proceedings.
 13. The registered Holder of this Broker Warrant Certificate may at any time up to and including the Expiry Time, upon the surrender hereof to the Corporation at its principal office, exchange this Broker Warrant Certificate for one or more Broker Warrant Certificates entitling the Holder to subscribe in the aggregate for the same number of Shares as is expressed in this Broker Warrant Certificate. Any Broker Warrant Certificate tendered for exchange shall be surrendered to the Corporation and cancelled.
 14. If this Broker Warrant Certificate becomes stolen, lost, mutilated or destroyed, the Corporation shall, on such terms as it may in its discretion acting reasonably impose, issue and deliver to the Holder a new Broker Warrant Certificate of like denomination, tenor and date as the Broker Warrant Certificate so stolen, lost, mutilated or destroyed.
 15. This Broker Warrant Certificate and the Broker Warrants represented hereby are non-transferable.
 16. Except as expressly set out herein, the holding of this Broker Warrant Certificate or the Broker Warrants represented hereby shall not constitute a Holder hereof a holder of Shares nor entitle it to any right of interest in respect thereof.
 17. If any one or more of the provisions or parts thereof contained in this Broker Warrant Certificate should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:
 - (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
 - (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Broker Warrant in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Broker Warrant in any other jurisdiction.
 18. Any notice, document or communication required or permitted by this Broker Warrant Certificate to be given by a party hereto shall be in writing and is sufficiently given if delivered personally, or if sent by prepaid registered mail, or if transmitted by any form of recorded telecommunication rested prior to transmission, to such party addressed as follows: :
 - (a) to the Holder, in the register to be maintained pursuant to section 10 hereof; and
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(b) to the Corporation at:

IntelGenx Technologies Corp.
6425 Abrams
Ville St-Laurent, Quebec H4S 1X9

Attention: President
Telecopier: (514) 331-0436

19. Time is of the essence hereof.
20. This Broker Warrant Certificate shall enure to the benefit of the Holder and his heirs, executors, administrators, legal personal representatives, permitted assigns and successors is binding upon the Corporation and its successors and assigns.
21. This Broker Warrant Certificate and the Broker Warrants represented hereby shall be governed by the laws of the State of Delaware and the federal laws of the United States of America applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF this Broker Warrant Certificate has been executed on behalf of IntelGenx Technologies Corp. as of the ____ day of August, 2010.

INTELGENX TECHNOLOGIES CORP.

By: _____
Horst G. Zerbe
President and Chief Executive Officer

SUBSCRIPTION NOTICE

TO: INTELGENX TECHNOLOGIES CORP.
6425 Abrams
Ville St-Laurent, Quebec
H4S 1X9

The undersigned registered Holder of the attached Broker Warrant Certificate, hereby:

- (a) subscribes for _____ shares ("Shares") of IntelGenx Technologies Corp. at the price per Share in Canadian funds equal to CAD\$____ (or such adjusted price which may be in effect under the provisions of the Broker Warrant Certificate) and in payment of the exercise price encloses a certified cheque, bank draft or money order in lawful money of Canada payable to the order of IntelGenx Technologies Corp. or its successor corporation; and
- (b) delivers herewith the above-mentioned Broker Warrant Certificate entitling the undersigned to subscribe for the above-mentioned number of Shares.

The undersigned hereby directs that the said Shares be registered as follows:

Name(s) in full	Address(es) (including Postal Code)	Number of Shares

Total: _____

(Please print full name in which share certificates are to be issued. If any of the Shares are to be issued to a person or persons other than the Holder, the Holder must pay to IntelGenx Technologies Corp. all requisite taxes or other governmental charges.)

- (c) certifies either (please check one):
 - (i) that the undersigned is not a U.S. Person or a person in the United States, and is not acquiring any of the Shares hereby subscribed for the account or benefit of a U.S. Person or a person in the United States, (ii) none of the persons listed in paragraph (b) above is a U.S. Person or a person in the United States, and (iii) at the time of exercise of the Warrants and execution and delivery of this exercise form the undersigned was not in the United States;
 - as of the date hereof there is an effective registration statement filed with the United States Securities and Exchange Commission covering the issuance of the Shares and the issuance of the Shares will be in compliance with all application securities laws of any state of the United States; or
 - the undersigned has delivered to the Corporation an opinion of counsel (which will not be sufficient unless it is from counsel of recognized standing and in form and substance satisfactory to the Corporation) to the effect that an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended (the "U.S. Securities Act") and applicable state securities laws is available for the issuance of the Shares. The undersigned understands that if this box is checked, the certificate representing the Shares issued upon exercise of the Warrants will bear a legend restricting transfer without registration under the U.S. Securities Act and applicable state securities laws unless an exemption from such registration requirements is available.

For purposes hereof the terms "United States" and "U.S. Person" shall have the meanings ascribed to them in Regulation S under the U.S. Securities Act of 1933, as amended.

DATED this _____ day of _____, 201__.

(Signature of Subscriber)

(Print Name of Subscriber)

(Address of Subscriber in full)

The certificates will be mailed by registered mail to the address appearing in this Subscription Notice.

IntelGenx Announces Closing of Private Placement

SAINT LAURENT, QUEBEC, August 27, 2010 IntelGenx Technologies Corp. (TSX-V: IGX) (OTC.BB: IGXT) ("IntelGenx" or "the Company") today announced that it has closed a private placement offering of 6,500,000 units (the "Units") at CAD\$0.40 per Unit for gross proceeds of CAD\$2.6 million ("the "Offering") pursuant to the terms of subscription agreements with investors (the "Subscription Agreements"). Each Unit consists of one common share in the capital of the Company (a "Common Share") and one common share purchase warrant (a "Warrant"). Each Warrant entitles the holder thereof to purchase one common share in the capital of the Company (a "Warrant Share") at an exercise price of CAD\$0.50 expiring on August 27, 2013. The exercise price of the Warrants is subject to adjustment for certain events, including without limitation, dividends, distributions or split of the Company's common stock, subsequent rights offerings by the Company, or in the event of the Company's consolidation, merger or reorganization. The proceeds of the private placement will be used to support the Company's strategic development projects and for working capital purposes.

Pursuant to an agency agreement (the "Agency Agreement") entered into on August 27, 2010, the Company engaged Bolder Investment Partners, Ltd. (the "Agent") to act as placement agent for the Offering on a commercially reasonable best efforts basis. The Company (a) paid the Agent cash compensation equal to 8% of the gross proceeds of the Offering, (b) a corporate finance fee of CAD\$20,000 and (c) issued 520,000 compensation options ("Compensation Options") which was equal to 8% of the number of Units sold in the Offering. Each Compensation Option entitles the holder to purchase one common share in the capital of the Company (the "Compensation Option Shares") at an exercise price of CAD\$0.50 expiring on August 27, 2012. The exercise price of the Compensation Options is subject to adjustment for certain events, including without limitation, dividends, distributions or split of the Company's common stock, subsequent rights offerings by the Company, or in the event of the Company's consolidation, merger or reorganization.

In connection with the Offering, the Company entered into a Registration Rights Agreement with each of the investors (the "Registration Rights Agreement") providing for the filing of a registration statement (the "Registration Statement") with the Securities and Exchange Commission registering the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares. The Company is obligated to file the Registration Statement no later than 30 days from the date of closing and to use its best efforts to cause the Registration Statement to be declared effective no later than 120 days after the date of closing.

The Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares are subject to resale restrictions in Canada for a period of 4 months after today's date (December 28, 2010) and to statutory resale restrictions under the United States Securities Act of 1933, as amended (the "Act").

The foregoing issuances were exempt from registration under Section 4(2) of the Act and/or Regulation S, promulgated pursuant to the Act. None of the purchasers are U.S. persons, no sales efforts were conducted in the U.S., and the Units, the Common Shares, the Warrants, the Warrant Shares, the Compensation Options and the Compensation Option Shares contain, or will contain upon issuance, a legend restricting the sale of such securities in accordance with applicable exemptions from the registration requirements of the Act.

About IntelGenx Corp.:

IntelGenx Corp. is a drug delivery company focused on the development of oral controlled-release products as well as novel rapidly disintegrating delivery systems. IntelGenx uses its unique multiple layer delivery system to provide zero-order release of active drugs in the gastrointestinal tract. IntelGenx has also developed novel delivery technologies for the rapid delivery of pharmaceutically active substances in the oral cavity based on its experience with rapidly disintegrating films. IntelGenx' research and development pipeline includes products for the treatment of pain, hypertension, erectile dysfunction and depressive disorders. More information is available about the company at www.intelgenx.com.

Forward Looking Statements:

This document may contain forward-looking information about IntelGenx' operating results and business prospects that involve substantial risks and uncertainties. Statements that are not purely historical are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act of 1933, as amended. These statements include, but are not limited to, statements about IntelGenx' plans, objectives, expectations, strategies, intentions or other characterizations of future events or circumstances and are generally identified by the words "may," "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," "could," "would," and similar expressions. All forward looking statements are expressly qualified in their entirety by this cautionary statement. Because these forward-looking statements are subject to a number of risks and uncertainties, IntelGenx' actual results could differ materially from those expressed or implied by these forward looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed under the heading "Risk Factors" in IntelGenx' annual report on Form 10-K for the fiscal year ended December 31, 2009, filed with the United States Securities and Exchange Commission and available at www.sec.gov, and also filed with Canadian securities regulatory authorities and www.sedar.com. IntelGenx assumes no obligation to update any such forward-looking statements.

Each of the TSX Venture Exchange and OTC Bulletin Board has neither approved nor disapproved the contents of this press release. Neither the TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this press release.

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