
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **March 28, 2008**

INTELGENX TECHNOLOGIES CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or other jurisdiction
of incorporation)

000-31187

(Commission File No.)

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))
-
-

Item 1.01 Entry Into a Material Definitive Agreement

On March 27, 2008, IntelGenx Technologies Corp. ("IntelGenx" or the "Company") completed an offering of 4,001,000 units of its securities at \$0.70 per unit for gross proceeds of approximately \$2.8 million ("the "Offering"). Each unit consists of one share of the Company's common stock (the "Common Stock") and one two-year warrant to purchase one share of common stock (the "Warrant Shares") at an initial exercise price of \$1.02 per share, subject to adjustment (the "Warrants").

Paradigm Capital Inc. ("Paradigm") acted as placement agent for the Offering on a best efforts basis. Paradigm's compensation consists of a cash commission equal to 7% of the Gross Proceeds and an option to acquire 320,080 units at \$0.70 per unit within 24 months of the closing date (the "Placement Agent Option").

In connection with the Offering, the Company entered into a registration rights agreement (the "Registration Rights Agreement") providing for the filing of a registration statement (the "Registration Statement") with the U.S. Securities and Exchange Commission registering the Common Stock and Warrant 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 exercise price of the Warrants is subject to adjustment to \$0.93 per share if, within four months from the closing date (i) the Common Stock and shares issuable upon exercise of the Warrants have not listed and commenced trading on either the Toronto Stock Exchange or the TSX Venture Exchange and (ii) the Registration Statement has not been declared effective. The exercise price of the Warrants is also subject to adjustment for certain events, including dividends, distributions or split of the Company's common stock, subsequent equity sales or rights offerings by the Company, or in the event of the Company's consolidation, merger or reorganization.

In addition, the Company is obligated to pay a penalty in an aggregate amount equal to five percent of the gross proceeds from the Offering if the Common Stock, Warrant Shares, and shares underlying the Placement Agent Option are not listed on the TSX Venture Exchange within 60 days from the closing date of the Offering (the "Listing Condition"), and an additional penalty in an aggregate amount equal to one percent of the Gross Proceeds for each subsequent calendar month during which the Listing Condition is not satisfied, subject to a maximum of three months.

In connection with the Offering, each of the Company's officers and directors have entered into lock-up agreements in favor of Paradigm pursuant to which they have agreed not to sell or transfer their shares for a period ending four months and one day after the closing date.

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 Common Stock and Warrants contain a legend restricting the sale of such securities in accordance with Regulation S.

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 called for under this Item 3.02 is incorporated by reference to Item 1.01 to the extent required by this Item 3.02.

Item 9.01 Financial Statements and Exhibits

(c) Exhibits

Exhibit	Description
10.1	Agency Agreement
10.2	Form of Subscription Agreement
10.3	Form of Amending Letter to Subscription Agreement
10.4	Form of Registration Rights Agreement
10.5	Form of Warrant
10.6	Form of Lock up Agreement
99.1	Press Release

SIGNATURE

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.

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

Date: March 28, 2008

AGENCY AGREEMENT

March 27, 2008

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

Attention: Horst G. Zerbe, President and Chief Executive Officer

Dear Sirs:

The undersigned, Paradigm Capital Inc. (the “**Agent**”), understands that IntelGenx Technologies Corp. (the “**Company**”) proposes to issue and sell 4,001,000 units (individually a “**Unit**” and, collectively, the “**Units**”) having the terms described herein, at a price of US\$0.70 per Unit (the “**Issue Price**”) for aggregate gross proceeds to the Company of US\$2,800,700. The offering of Units is hereinafter referred to as the “**Offering**”. Each Unit shall be comprised of one share of common stock, par value US\$0.00001 of the Company (a “**Unit Share**”) and one share purchase warrant (each whole share purchase warrant being a “**Warrant**”). Each Warrant will entitle the holder thereof to purchase one share of common stock, par value US\$0.00001, of the Company (a “**Warrant Share**”) for a period of twenty-four (24) months following the Closing Date (as defined below) at a price of US\$1.02. In the event that the Liquidity Conditions (as herein defined) are not met on or before the Penalty Date (as hereinafter defined), each Warrant shall entitle the holder thereof to purchase a Warrant Share on the same terms but at a price of US\$0.93 (in lieu of US\$1.02) per Warrant Share. In addition, if the Common Shares, Warrant Shares, Broker Shares (as herein defined) and Broker Warrant Shares (as herein defined) are not listed and posted for trading on the TSX Venture Exchange (the “**Listing Condition**”) on or before that date that is 60 days (the “**Listing Deadline**”) following the Closing Date (as herein defined), the Company shall pay to each Purchaser (as herein defined) by way of certified cheque in funds immediately available in Toronto, Ontario that amount which is equal to 5% of the Issue Price paid by such Purchaser pursuant to the terms of the Subscription Agreement (as herein defined) within 30 days of the Listing Deadline and that amount equal to 1% of the Issue Price paid by such Purchaser pursuant to the terms of the Subscription Agreement if the Listing Condition is not satisfied each calendar month thereafter, to a maximum of 3 months, which shall be payable within 30 days of the Company’s subsequent interim 3 month financial period.

Upon and subject to the terms and conditions set forth herein, the Agent hereby agrees to act, and upon acceptance hereof the Company hereby appoints the Agent, as the Company's exclusive agent to offer for sale the Units on a “best efforts” agency basis, without underwriter liability, at the Issue Price, and agrees to arrange for purchasers for the resident in the Selling Jurisdictions (as hereinafter defined).

The Purchasers (as hereinafter defined), Agent and other holders (including subsequent transferees) of the Units (and any holders of Registrable Securities (as hereinafter defined) will be entitled to the benefits of the registration rights agreement, to be dated as of the Closing Date (the “**Registration Rights Agreement**”), among the Company and the Agent, in the Form attached hereto as Exhibit A.

In consideration of the services to be rendered by the Agent in connection with the Offering, the Company shall pay to the Agent the Commission (as hereinafter defined) and issue to the Agent the Compensation Option as set out in section 15 hereto.

DEFINITIONS

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

“ **Act** ” means the Securities Act (Ontario);

“ **Accredited Investor** ” means an investor that is an “accredited investor” within the meaning of Rule 501 of the U.S. Securities Act;

“ **Affiliates** ” means the affiliates of the Agent, as such term is defined in the Act;

“ **Agent** ” shall have the meaning ascribed to such term on the face page of the Agreement;

“ **Agreement** ” means the agreement resulting from the acceptance by the Company of the offer made by the Agent hereby;

“ **Broker Shares** ” means the Common Shares issuable upon exercise of the Broker Warrants;

“ **Broker Warrant Certificate** ” means the certificate representing the Broker Warrants and containing the terms thereof;

“ **Broker Warrant Shares** ” means the Common Shares issuable upon due exercise of the Broker Warrants;

“ **Broker Warrants** ” means the Warrants issuable upon due exercise of the Compensation Option;

“ **Business Day** ” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario;

“ **Canadian Accredited Investor** ” shall be defined in accordance with the definition of “accredited investor” at s.1.1. of National Instrument 45-106 – *Prospectus and Registration Exemptions* ;

“ **Closing** ” means the closing on the Closing Date of the transaction of purchase and sale in respect of the Units as contemplated by this Agreement and the Subscription Agreements;

“ **Closing Date** ” means March 27, 2008 or such other date as the Agent and the Company may agree;

“ **Closing Time** ” means 10:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Agent may agree;

“ **Commission** ” shall have the meaning ascribed to such term in section 15 hereto;

“ **Common Shares** ” means the shares of common stock with a par value of US\$0.00001 in the capital of the Company;

“ **Company** ” means IntelGenx Technologies Corp. which, for the purposes of this Agreement, shall be deemed as having commenced its existence on the Reverse Merger Date, and includes any successor corporation to or of the Company;

“ **Company's Auditors** ” means RMS Richter LLP, or such other firm of chartered accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

“ **Compensation Option** ” shall have the meaning ascribed to such term in section 15 hereto;

“ **Compensation Option Certificate** ” means the certificate evidencing the Compensation Option and containing the terms thereof;

“ **Debt Instrument** ” means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

“ **Disclosure Documents** ” means collectively, the following filings with the SEC and all exhibits thereto: the Corporation's annual report on Form 10-KSB for the year ended December 31, 2006, and all subsequent documents filed by the Company with the SEC pursuant to Section 13(a), 13(c), 14(a) or 15(d) of the Exchange Act prior to the Closing Date, including the quarterly reports filed on Form 10-QSB for the quarter ended September 30, 2007, the current reports filed on Form 8-K since January 1, 2007 and the proxy statement dated July 25, 2007;

“ **Environmental Laws** ” has the meaning ascribed in section 5(a)(xxxv);

“ **Exchange Act** ” means the United States Securities Exchange Act of 1934, as amended;

“ **Financial Statements** ” has the meaning ascribed in section 5(a)(vi);

“ **including** ” means including without limitation;

“ **Intellectual Property** ” means, collectively, all intellectual property rights which pertain to the business of the Company or the Material Subsidiaries of whatsoever nature, kind or description including:

- (a) all trade-marks, service marks, trade-mark and service mark registrations, trade mark and service mark applications, rights under registered user agreements, trade names and other trade-mark and service mark rights;
 - (b) all copyrights and applications therefor, including all computer software and rights related thereto;
-

- (c) all patent rights;
- (d) all trade secrets and proprietary and confidential information;
- (e) all industrial designs and registrations thereof and applications therefor;
- (f) all renewals, modifications, developments and extensions of any of the items listed in clauses (a) through (e) above; and
- (g) all patterns, plans, designs, research data, other proprietary know-how, processes, drawings, technology, inventions, formulae, specifications, performance data, quality control information, unpatented blue prints, flow sheets, equipment and parts lists, instructions, manuals, records and procedures, and all licenses, agreements and other contracts and commitments relating to any of the foregoing;

“ **Institutional Accredited Investor** ” means an institution that is an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3) and (7) of the U.S. Securities Act;

“ **Investment Company Act** ” means the United States Investment Company Act of 1940, as amended;

“ **Issue Price** ” shall have the meaning ascribed to such term on the face page of the Agreement;

“ **Leased Premises** ” means all premises which are material to the Company and which the Company or a Material Subsidiary occupies as tenant;

“ **Liquidity Conditions** ” means the conditions to be satisfied on or prior to the Penalty Date which shall be satisfied upon the latest to occur of the following: (i) the Common Shares, Unit Shares, the Warrant Shares and the Broker Shares being listed for trading on the Toronto Stock Exchange; or the TSX Venture Exchange; and (ii) the declaration by the SEC of the effectiveness of the Registration Statement;

“ **Material Agreement** ” means any material note, indenture, mortgage or other form of indebtedness and any contract, commitment, agreement (written or oral), instrument, lease or other document, including licence agreements and agreements relating to intellectual property, to which the Company is a party and which is material to the Company;

“ **Material Subsidiaries** ” shall have the meaning ascribed thereto in section 5(a)(iii);

“ **May 8-K** ” means the Form 8-K of the Company filed with the SEC on May 23, 2007;

“ **misrepresentation** ”, “ **material fact** ”, “ **material change** ”, “ **subsidiary** ”, “ **affiliate** ”, “ **associate** ”, and “ **distribution** ” have the respective meanings ascribed thereto in the Act or the U.S. Securities Act, as applicable;

“ **Offering** ” shall have the meaning ascribed to such term on the face page of the Agreement;

“ **Penalty Date** ” means, in connection with the Liquidity Conditions, that date which is four months following the Closing Date;

“ **person** ” means any individual (whether acting as an executor, trustee, administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

“ **Personnel** ” has the meaning ascribed in section 13 hereto;

“ **Purchasers** ” means the persons who, as purchasers, acquire Units by duly completing, executing and delivering Subscription Agreements and any other required documentation and permitted assignees or transferees of such persons from time to time;

“ **Qualifying Province** ” means the province of Ontario;

“ **Registration Rights Agreement** ” shall have the meaning ascribed to such term on the face page of the Agreement;

“ **Registration Statement** ” means the registration statement of the Company to be filed with the SEC in order, to register, or register the resale of, the Registrable Securities, as applicable, as such Registration Statement is amended from time to time;

“ **Registrable Securities** ” means the Unit Shares, the Warrants, the Warrant Shares, the Broker Shares and the Broker Warrant Shares;

“ **Regulation D** ” means Regulation D under the U.S. Securities Act;

“ **Regulation S** ” means Regulation S under the U.S. Securities Act;

“ **Reverse Merger Date** ” means April 28, 2006, being the effective date of the reverse merger transaction pursuant to a share exchange agreement among Big Flash Corporation, 6544631 Canada Inc. and IntelGenx Corp.;

“ **Rule 144** ” means Rule 144 under the U.S. Securities Act;

“ **Rule 144A** ” means Rule 144A under the U.S. Securities Act;

“ **SEC** ” means the United States Securities and Exchange Commission;

“ **Securities Laws** ” means, as applicable, the securities laws, regulations, rules, rulings and orders in the Selling Jurisdictions, the applicable policy statements issued by the securities regulators in the Selling Jurisdictions, the securities laws of the United States, any applicable States and any jurisdictions outside of Canada and the United States, the regulations and rules thereunder and the forms prescribed thereby and the rules of any applicable stock exchange;

“ **Securities Regulators** ” means the securities commissions or other securities regulatory authorities of the Selling Jurisdictions, including the SEC, or, as the context may require, any one or more of Selling Jurisdictions and the SEC;

“ **Selling Jurisdictions** ” means the province of Ontario and such other jurisdictions outside of Canada (including the United States) as may be agreed to by the Agent and the Company as evidenced by the Company's acceptance of a Subscription Agreements with respect thereto;

“ **Subscription Agreements** ” means the subscription agreements in the form agreed upon by the Agent and the Company pursuant to which Purchasers agree to subscribe for and purchase the Units herein contemplated and shall include, for greater certainty, all schedules thereto;

“ **Taxes** ” shall have the meaning ascribed thereto in section 5(a)(ix);

“ **Transaction Documents** ” means, collectively, this Agreement, the Subscription Agreements, the Registration Rights Agreement, the Warrant Certificates and the Compensation Option Certificate;

“ **Transfer Agent** ” means StockTrans, Inc., 44 West Lancaster Ave, Ardmore, PA 19003, Tel:610-649-7300;

“ **Unit** ” shall have the meaning ascribed to such term on the face page of this Agreement;

“ **Unit Shares** ” shall have the meaning ascribed to such term on the face page of this Agreement;

“ **United States** ” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

“ **U.S. Securities Act** ” means the United States Securities Act of 1933, as amended;

“ **Warrant Certificates** ” mean the certificates evidencing the Warrant and containing the terms thereof;

“ **Warrant Shares** ” shall have the meaning ascribed to such term on the face page of the Agreement; and

“ **Warrants** ” shall have the meaning ascribed to such term on the face page of the Agreement;

“ **\$** ” as used herein means dollars of the United States.

TERMS AND CONDITIONS

1. (a) Sale on Exempt Basis. The Agent will offer for sale and sell the Units in the Selling Jurisdictions on a “private placement” basis in those jurisdictions where they may lawfully be offered for sale or sold and only at the Issue Price. The Agent will offer the Units to persons who it reasonably believes, after customary inquiry, are Accredited Investors, or Canadian Accredited Investors, in transactions which comply with the exemptions from registration, including but not limited to Regulation S, or do not require the filing of a prospectus or offering memorandum with respect to those Units under the laws of any Selling Jurisdiction.

(b) Filings. The Company undertakes to file or cause to be filed all forms or undertakings required to be filed by the Company in the Selling Jurisdictions in connection with the purchase and sale of the Units so that the distribution of the Units and the issuance of the Units may lawfully occur without the necessity of filing a prospectus, a registration statement (other than the Registration Statement) or an offering memorandum in Canada or the United States (but on terms that will permit the Units and the Units acquired by the Purchasers in the Selling Jurisdictions to be sold by such Purchasers at any time in the Selling Jurisdictions subject to the terms of this Agreement and applicable securities laws, including, but not limited to, compliance with applicable hold periods), and the Agent undertakes to cause Purchasers of Units to complete any forms required by the Securities Laws. All fees payable in connection with such filings shall be at the expense of the Company.

(c) No Offering Memorandum. Neither the Company nor the Agent shall (i) provide to prospective purchasers of the Units any document or other material that would constitute an offering memorandum or future oriented financial information within the meaning of Securities Laws in Canada or in the United States or any state or territory thereof; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Units, including but not limited to, causing the sale of the Units to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Units whose attendees have been invited by general solicitation or advertising.

2. Description of the Units.

(a) Each Unit is comprised of one Unit Share and one Warrant. Each Warrant entitles the holder thereof to purchase one Warrant Share for a period of twenty-four months following the Closing Date at a price of US\$1.02.

(b) If any of the Liquidity Conditions have not been satisfied on or prior to 5:00 p.m. (Toronto time) on Penalty Date each Warrant shall thereafter be convertible into one (1) Warrant Share at a price of US\$0.93 (in lieu of US\$1.02 per Warrant Share).

3. (a) Covenants. The Company hereby covenants to the Agent and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants, that the Company shall:

(i) promptly from time to time take such action requested by the Agent to qualify the Units, Unit Shares, Warrants and Warrant Shares for offering and sale under the securities laws of such jurisdictions, by way of exceptions or exemptions from the prospectus and registration requirements, as the Agent and the Company may agree and to comply with such laws as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Units, provided that in connection therewith the Company shall not be required, except as otherwise provided herein, to file a prospectus or registration statement, to qualify as a foreign corporation or to file a general consent to service in jurisdiction;

(ii) allow the Agent and their representatives the opportunity to conduct all due diligence which the Agent may require to be conducted prior to (i) the Closing Time, and (ii) the date of the Registration Statement in order to fulfil their obligations as Agent under Securities Laws;

- (iii) duly execute and deliver the Transaction Documents at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;
 - (iv) use its best efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions set out in section 9;
 - (v) ensure that the Unit Shares and Warrants shall be duly and validly created, authorized and issued and shall have the respective attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;
 - (vi) ensure that at all times prior to the expiry of the Warrants, a sufficient number of Warrant Shares are allotted and reserved for issuance and upon the exercise of the Warrants, shall be duly and validly issued as fully paid and non-assessable securities of the Company;
 - (vii) ensure that the Unit Shares shall be duly issued as fully paid and non-assessable securities in the capital of the Company, free of any pre-emptive rights upon the payment therefor;
 - (viii) ensure that the Compensation Option shall be duly and validly created, authorized and issued;
 - (ix) ensure that the Broker Shares and Broker Warrants shall be duly and validly created, authorized and issued upon the exercise or deemed exercise of the Compensation Option and shall have the attributes corresponding in all material respects to the description thereof in this Agreement and the Compensation Option Certificate;
 - (x) ensure that at all times prior to the expiry of the Compensation Option, a sufficient number of Broker Shares and Broker Warrants are allotted, created and reserved for issuance upon the due exercise of the Compensation Option, as the case may be and upon such due exercise, such securities shall be duly issued as fully paid and non-assessable securities in the capital of the Company;
 - (xi) ensure that at all times prior to the expiry of the Broker Warrants, a sufficient number of Broker Warrant Shares, are allotted and reserved for issuance, and upon exercise of the Broker Warrants, shall be duly issued as fully paid and non-assessable securities in the capital of the Company;
-

- (xii) use its best efforts to satisfy the Liquidity Conditions promptly following closing and in any event prior to the Penalty Date;
 - (xiii) not to issue, offer, sell, contract to sell, announce the intention or otherwise dispose of any additional securities until 120 days following the Closing Date, without the prior written consent of the Agent, such consent not to be unreasonably withheld, except in conjunction with: (A) securities issued pursuant to the Offering, the exercise of the Warrants, the Compensation Option and the Broker Warrants; (B) the grant or exercise of stock options and other similar issuances pursuant to the existing share incentive plan of the Company and other existing share compensation arrangements; (C) outstanding convertible securities at the Closing Date; (D) the acquisition by the Company of any intellectual property rights or licenses, interests or other assets; (E) a business combination by the Company with another company or entity; and (F) any obligations to issue securities existing at the date hereof, which have been disclosed to the Agent;
 - (xiv) execute and file with the Securities Regulators all forms, notices and certificates required to be filed pursuant to the Securities Laws in the time required by the applicable Securities Laws, including, not later than 15 days after the Closing Date, file five copies of a notice on Form D under the U.S. Securities Act (one of which will be manually signed by a person duly authorized by the Company); to otherwise comply with the requirements of Rule 503 under the U.S. Securities Act; and to furnish promptly to the Agent evidence of each such required timely filing (including a copy thereof);
 - (xv) not, for a period of two years from the Closing Date affect or become a party to any “inversion” transaction or any other transaction that would have the effect of, or result in: (i) the Company or any successor or resulting entity of the Company continuing into, or becoming organized under, the laws of Canada or any Canadian province or territory, or (ii) the Company becoming a subsidiary owned, either directly or indirectly, by any entity incorporated or otherwise existing pursuant to the laws of Canada or any Canadian province or territory, without the written consent of Paradigm Capital Inc.;
 - (xvi) not to be or become, at any time prior to the expiration of two years after the Closing Time, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the *Investment Company Act* ;
 - (xvii) the Company will comply with the U.S. Securities Act so as to permit the completion of the distribution of the Unit Shares and Warrants contemplated hereby and in the Transaction Documents.;
-

- (xviii) to furnish to the holders of the Unit Shares and Warrants, as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants), which requirement will be satisfied by the filing of the Company's Annual Report on Form 10-KSB (or any applicable successor thereto under the Exchange Act), with the SEC on Edgar and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending March 31, 2008), consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail, which requirement will be satisfied by the filing of the Company's Quarterly Report on Form 10-QSB (or any applicable successor thereto under the Exchange Act) with the SEC on Edgar;
- (xix) the Company will use its best efforts to cause all directors, senior officers and principal shareholders holding more than 10% of the issued and outstanding voting securities of the Company and their associates and affiliates to execute and deliver "lock-up" agreements in favour of the Agent agreeing not to sell, transfer, loan, pledge or assign any securities of the Company owned, directly or indirectly, for a period of four months and one day following Closing Date, without the prior written consent of the Agent, such consent not to be unreasonably withheld;
- (xx) use its best efforts to effect the listing of the Common Shares, Unit Shares, Warrant Shares, Broker Shares and the Broker Warrant Shares on the Toronto Stock Exchange or the TSX Venture Exchange prior to the Listing Deadline; and
- (xxi) the Company covenants that it will not register any transfer of the securities issued pursuant to the terms of this Agreement unless such transfer is made (i) in accordance with the provisions of Regulation S under the U.S. Securities Act, (ii) pursuant to registration under the U.S. Securities Act, or (iii) pursuant to an available exemption from the registration requirements of the U.S. Securities Act.

(b) The Agent hereby covenants and agrees to conduct its activities in connection with the sale of the Units in compliance with all applicable laws, including but not limited to Regulation S and to obtain from each Purchaser a completed and executed Subscription Agreement (including all certifications, forms and other documentation contemplated thereby or as may be required by applicable Securities Regulators) in a form acceptable to the Company and the Agent relating to the Offering.

4. Material Changes During Offering. The Company will promptly notify the Agent in writing until the satisfaction of the Liquidity Conditions:

(a) if the Company becomes aware of any material fact not previously disclosed, any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened and other than a change of fact relating solely to the Agent) or any event or development involving a prospective material change or change in a material fact in any or all of the business of the Company and its subsidiaries, taken as a whole, or any other change which is of such a nature as to result in, or could result in, the Disclosure Documents, or the Registration Statement (and any amendment or supplement thereto) containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;

(b) with full particulars of any such actual, anticipated, contemplated, threatened or prospective change of which it becomes aware referred to in the first preceding paragraph and the Company will, to the reasonable satisfaction of the Agent, issue or file, as applicable, promptly and, in any event, within all applicable time limitation periods with the Securities Regulators, in the case of a material change, a new or amended Registration Statement, as the case may be, or press release, material change report or Current Report on Form 8-K as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws including, without limitation, any requirements necessary to register with the SEC or qualify the issuance and distribution of the Unit Shares, Warrants, Warrant Shares, Broker Shares and Broker Warrant Shares, as the case may be;

(c) will in good faith discuss with the Agent as promptly as possible any circumstance or event which is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in paragraphs (a) and (b) above;

(d) if during the period of distribution of the Unit Shares and Warrants comprising the Units or during the time that the Registration Statement is outstanding, there shall be any change in Securities Laws or other applicable securities laws which in the opinion of counsel to the Company or counsel to the Agent requires the filing of an amendment to the Registration Statement.

5. (a) **Representations and Warranties of the Company.** The Company represents and warrants to the Agent and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties, that:

- (i) the Company and the Material Subsidiaries (as hereinafter defined) have been duly incorporated and are in good standing under the laws of their respective jurisdictions, and are current and up-to-date with all filings required to be made by them in such jurisdiction, have all requisite corporate power and authority and are duly qualified and possess all certificates, authorizations, permits and licences issued by the appropriate provincial, municipal, federal regulatory agencies or bodies necessary (and has not received or is aware of any modification or revocation to such licences, authorizations, certificates or permits) to carry on its business as now conducted and to own its properties and assets and the Company and the Material Subsidiaries (as defined below) have all requisite corporate power and authority to carry out their respective obligations under the Transaction Documents, as applicable;
-

- (ii) other than as set out in the May 8-K, the Company has no subsidiaries other than as listed below (the “**Material Subsidiaries**”) and the Company beneficially owns, directly or indirectly, the percentage indicated below of the issued and outstanding shares in the capital of the Material Subsidiaries free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Material Subsidiaries or any other security convertible into or exchangeable for any such shares:

Name	Jurisdiction of Incorporation or Continuance	Beneficial Equity/Voting Ownership
IntelGenx Corp.	Canada	100%
6544631 Canada Inc. ⁽¹⁾	Canada	100%

Note:

- (1) Provided an aggregate 10,991,000 special shares of 6544631 Canada Inc., which are exchangeable for common shares of the Company are held by Horst Zerbe, Ingrid Zerbe and Joel Cohen.
- (iii) all consents, approvals, permits, authorizations or filings as may be required for the execution and delivery of the Transaction Documents, the issuance and sale of the Unit Shares and Warrants upon the issue and sale of the Warrant Shares upon the exercise of the Warrants, the issuance of the Compensation Option, the issuance of the Broker Shares and Broker Warrants upon exercise or deemed exercise of the Compensation Option, the issue and sale of the Broker Warrant Shares upon the exercise of the Broker Warrants, all in conformance with this Agreement, and the consummation of the transactions contemplated in this Agreement, have been made or obtained, as applicable, except for the filing of the notification on Form D with the SEC required to be made within 15 days of closing;
- (iv) each of the execution and delivery of the Transaction Documents, the performance by the Company of its obligations hereunder or thereunder, the issuance and sale of the Unit Shares and Warrants the issue and sale of the Warrant Shares upon the exercise of the Warrants, the issuance of the Compensation Option, the issuance of the Broker Shares and Broker Warrants upon exercise or deemed exercise of the Compensation Option, the issue and sale of the Broker Warrant Shares upon the exercise of the Broker Warrants, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (A) any statute, rule or regulation applicable to the Company including, without limitation, Securities Laws or other applicable securities laws; (B) the constating documents, articles or resolutions of the Company which are in effect at the date hereof; (C) any Debt Instruments, Material Agreement, mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Company is a party or by which it is bound; or (D) any judgment, decree order, statute, rule, law or regulation binding the Company or the property or assets of the Company;

- (v) the Disclosure Documents, when they were or are filed with the SEC, conformed or will conform in all material respects to the applicable requirements of the Exchange Act and the applicable rules and regulations of the SEC thereunder and when read together did not and will not contain 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;
 - (vi) the audited financial statements of the Company as at and for the year ended December 31, 2006 and unaudited interim financial statements as at and for the nine month period ended September 30, 2007 (collectively, the “ **Financial Statements** ”) have been prepared in accordance with generally accepted accounting principles in the United States, as applicable, and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Company as at such dates and results of operations of the Company for the periods then ended and there has been no material change in accounting policies or practices of the Company or the Material Subsidiaries since December 31, 2006. All disclosures in the Disclosure Documents regarding “non-GAAP financial measures” (as such term is defined by the rules and regulations of the SEC) comply in all material respects to U.S. securities laws, to the extent applicable;
 - (vii) there has been no adverse material change to the Company or the Material Subsidiaries (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or shareholders' equity of the Company or the Material Subsidiaries since December 31, 2006, which has not been generally disclosed to the public and, in all material respects, the business of the Company and the Material Subsidiaries have been carried on in the usual and ordinary course consistent with past practice since December 31, 2006;
 - (viii) there are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or its Material Subsidiaries with unconsolidated entities or other persons;
-

- (ix) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, “ **Taxes** ”) due and payable or required to be collected or withheld and remitted, by the Company and the Material Subsidiaries have been paid, collected or withheld and remitted, as applicable. All tax returns, declarations, remittances and filings required to be filed by the Company and the Material Subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or the Material Subsidiaries is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by the Company and the Material Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of taxes with respect to the Company and the Material Subsidiaries;
 - (x) the auditors who audited the Financial Statements of the Company and the Material Subsidiaries for the year ended December 31, 2006 and the year ended December 31, 2005 and who provided their audit report thereon are independent public accountants as required under applicable securities laws in Canada, the U.S. Securities Act and the Exchange Act;
 - (xi) there has never been a “reportable event” (within the meaning of National Instrument 51-102) with the present or former auditors of the Company;
 - (xii) except as disclosed in the Disclosure Documents, no holder of outstanding securities of the Company will be entitled to any pre-emptive or any similar rights to subscribe for any of the Common Shares or other securities of the Company and no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Company are outstanding. Other than the holders of the Units there are no persons with registration rights or other similar rights to have any securities registered pursuant to the Registration Statement or otherwise registered by the Company under the U.S. Securities Act;
 - (xiii) there is not, in its articles of incorporation, by-laws or in any Debt Instrument, Material Agreement, agreement, mortgage, note, debenture, indenture or other instrument or document to which the Company or the Material Subsidiaries is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Company or the payment of dividends by the Company to the holders of its Common Shares;
-

- (xiv) except as set out in the May 8-K, neither the Company nor any of its subsidiaries are a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company or the Material Subsidiaries to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Company and the Material Subsidiaries taken as a whole;
- (xv) the Company and the Material Subsidiaries owns, or has obtained valid and enforceable licenses for, or other rights to use, the Intellectual Property as are sufficient to conduct its business, respectively. The Company has no knowledge that it will be unable to obtain any rights or licences to use all Intellectual Property necessary for the conduct of its business, including the commercialization of the Company's products and potential products. Except as set out in the May 8-K respecting security held by the debentureholders set out therein, the Company has no knowledge of third parties who have rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property which is licensed to the Company. To the knowledge of the Company: (i) there is no infringement by third parties of any Intellectual Property; (ii) there is no pending or threatened action, suit, proceeding or claim by others challenging the Company's, or the Material Subsidiaries' right in or to any Intellectual Property, and the Company is unaware of any facts which form a reasonable basis for any such claim; (iii) there is no pending or threatened action, suit, proceeding or claim by others challenging the validity or enforceability of any Intellectual Property, and the Company is unaware of any finding of unenforceability or invalidity of the Intellectual Property; (iv) there is no pending or threatened action, suit, proceeding or claim by others that the Company or the Material Subsidiaries infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's or the Material Subsidiaries' product or product candidates) any patent, trademark, copyright, trade secret or other Intellectual Property or proprietary rights of others; (v) there is no patent or patent application of which the Company is aware that contains claims that interfere with the issued or pending claims of any of the Intellectual Property; and (vi) there is no prior art of which the Company is aware that necessarily renders any patent application owned by the Company or the Material Subsidiaries unpatentable that has not been disclosed to the Canadian or United States Patent and Trademark Office;
- (xvi) each of the current and former employees of the Company and the Material Subsidiaries, including for greater certainty each of the officers of the Company and the Material Subsidiaries having access to Intellectual Property, has entered into a proprietary rights agreement with their respective employer, being the Company or the Material Subsidiaries assigning to such employer any intellectual property rights in any developments, works, inventions or improvements produced or designed by such person during the term of and in the course of employment with the Company or the Material Subsidiaries as the case may be; which contains confidentiality, non-competition and non-disclosure covenants;
-

- (xvii) the Company and the Material Subsidiaries have conducted and are conducting their business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it holds assets or carries on business (including, without limitation, all applicable federal, provincial, municipal, local licensing or environmental anti-pollution laws, regulations and other lawful requirements of any Canadian, United States or foreign governmental or regulatory body including production and research and development permits and licenses) and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits;
 - (xviii) the Company has continuously operated its business in compliance with all applicable laws regarding privacy. The Company has operated its business in accordance with its privacy policies as in effect from time to time. All information that the Company has obtained, including the provision information to third parties pursuant to a relationship or agreement with the Company, have been obtained and generated and transferred, respectively, in compliance with all applicable laws regarding privacy and the privacy policies of the Company except where such non-compliance does not and will not have a material adverse effect on the business of the Company;
 - (xix) the Company and the Material Subsidiaries are not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially effect the business of the Company or the Material Subsidiaries or the business or legal environment under which the Company or the Material Subsidiaries operate;
 - (xx) each of the Transaction Documents has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with its terms;
 - (xxi) at the Closing Time, all necessary corporate action will have been taken by the Company to: (a) allot, reserve and authorize the issuance of the Unit Shares as fully paid and non-assessable securities in the capital of the Company; (b) validly create, allot and authorize the issuance of the Warrants; (c) validly allot, reserve and authorize the issuance of the Warrant Shares upon the payment therefor as fully paid non-assessable securities in the capital of the Company upon the exercise of the Warrants; (e) validly create, allot and authorize the issuance of the Compensation Option; (f) validly allot, reserve and authorize the issuance of the Broker Shares as fully paid non-assessable securities in the capital of the Company upon the exercise of the Compensation Option; (g) validly create, allot and authorize the issuance of the Broker Warrants upon the exercise of the Compensation Option; and (h) validly allot, reserve and authorize the issuance of the Broker Warrant Shares upon the payment therefor as fully paid non-assessable securities in the capital of the Company upon the exercise of the Broker Warrants;
-

- (xxii) as of the close of business on March 26, 2008, the authorized capital of the Company consists of 100,000,000 Common Shares and 20,000,000 shares of preferred stock of which 16,162,331 Common Shares are issued and outstanding as fully paid and non-assessable and no shares of preferred stock have been issued;
 - (xxiii) the currently issued and outstanding Common Shares are quoted on the OTC Bulletin Board and no order ceasing or suspending trading in any securities of the Company or the trading of any of the Company's issued securities is currently outstanding and no proceedings for such purpose are, to the knowledge of the Company, pending or threatened;
 - (xxiv) for a period of 18 months following the Closing Date, other than in connection with transferring the listing of the Common Shares to the American Stock Exchange or the NASDAQ Stock Market, or the New York Stock Exchange, the Company shall not take any action which would be reasonably expected to result in the delisting or suspension of its Common Shares on the Over-the-Counter Bulletin Board system or from any other securities exchange, market or trading or quotation facility on which its Common Shares become listed or quoted (including the Toronto Stock Exchange or the TSX Venture Exchange) and the Company shall comply, in all material respects, with the rules and regulations thereof;
 - (xxv) all information which has been prepared by the Company relating to the Company and the Material Subsidiaries and their respective business, property and liabilities and either publicly disclosed or provided to the Agent, including all financial, marketing, sales and operational information provided to the Agent did not and will not contain a misrepresentation or an untrue statement of a material fact;
 - (xxvi) the Company and the Material Subsidiaries are not party to any agreement, nor is the Company or the Material Subsidiaries aware of any agreement, which in any manner affects the voting control of any of the securities of the Company or the Material Subsidiaries;
 - (xxvii) other than the notification filing on Form D required to be filed with the SEC 15 days after the Closing Date, all filings required to be made by the Company and the Material Subsidiaries pursuant to the Securities Laws and general corporate law applicable to them have been made and such filings were true and accurate as at the respective dates thereof and the Company has not filed any confidential material change reports;
-

- (xxviii) the Company and the Material Subsidiaries are in compliance with all laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages; and there is not currently any labour disruption or conflict involving the Company or the Material Subsidiaries;
- (xxix) other than disclosed in the Disclosure Documents; the Company and the Material Subsidiaries do not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at “arm's length” (as such term is defined in the *Income Tax Act* (Canada)) with it;
- (xxx) the assets of the Company and the Material Subsidiaries and their respective business and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and the Company and the Material Subsidiaries have not breached the terms of any policies in respect thereof or failed to promptly give any notice or present any material claim thereunder;
- (xxxi) other than the Agent and its representatives, there are no persons acting or purporting to act that are entitled to any brokerage or finder's fee payable by the Company in connection with the transactions contemplated by this Agreement;
- (xxxii) the Company and the Material Subsidiaries are in compliance in all respects with each license and permit held by it, if and where applicable, and is not in violation of, or in default under, the applicable statutes, ordinances, rules, regulations, orders or decrees (including, without limitation, “**Environmental Laws**” as defined below) of any Canadian governmental entities, regulatory agencies or bodies having asserting or claiming jurisdiction over it or over any part of its operations or assets;
- (xxxiii) the Company and the Material Subsidiaries (i) are in compliance with any and all applicable federal, provincial, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“**Environmental Laws**”) in each jurisdiction in which they hold assets or conduct business; (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct its business; and (iii) are in compliance with all terms and conditions of any such permit, license or approval except where non-compliance did not and will not result in a material adverse effect on the business of the Company and the Material Subsidiaries;
- (xxxiv) there are no known environmental audits, evaluations, assessments, studies or tests relating to the Company or any of the Material Subsidiaries except for ongoing assessments conducted by or on behalf of the Company in the ordinary course;
-

- (xxxv) there have been no past unresolved, and there are no pending or threatened claims, complaints, notices or requests for information received by the Company or the Material Subsidiaries with respect to any alleged violation of any Environmental Law; and no conditions exist at, on or under any property now or previously owned, operated or leased by the Company or the Material Subsidiaries which, with the passage of time, or the giving of notice or both, would give rise to liability under any Environmental Law that, individually or in the aggregate, has or may reasonably be expected to have, a material adverse effect with respect to the Company or the Material Subsidiaries;
- (xxxvi) except as set out in the May 8-K, the Company and/or the Material Subsidiaries are not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument or other indebtedness;
- (xxxvii) other than the Company, there is no person that is or will be entitled to demand the proceeds of this Offering under the terms of any Debt Instrument, Material Agreement, mortgage, note, indenture, contract, instrument, lease agreement (written or unwritten) or otherwise;
- (xxxviii) the Company and the Material Subsidiaries are not, nor to the knowledge of the Company, any other person is not in default in the observance or performance of any term, covenant or obligation to be performed by it under any Debt Instrument, or Material Agreement, to which the Company is a party and no event has occurred which with notice or lapse of time or both would constitute such a default and all such contracts, agreements and arrangements are in good standing;
- (xxxix) the minute books and records of the Company and the Material Subsidiaries which have been made available to the Agent and its counsel in connection with its due diligence investigation of the Company and the Material Subsidiaries for the periods from its inception date to the date of examination thereof, are all of the minute books and material records of the Company and the Material Subsidiaries and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Company and the Material Subsidiaries to the date of review of such corporate records and minute books. There have been no other material meetings, resolutions or proceedings of the shareholders, boards of directors or any committees of the boards of directors of the Company and the Material Subsidiaries to the date of review of such corporate records and minute books not reflected in such minute books and other records or provided to the Agent and its counsel;
-

- (xl) with respect to each of the Leased Premises, the Company and/or the Material Subsidiaries occupy the Leased Premises, have the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company and the Material Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Company and the Material Subsidiaries, will not afford any of the parties to such leases or any other person the right to terminate such lease or the Company's or the Material Subsidiaries' right to occupy and use the Leased Premises or, result in any additional or more onerous obligations under such leases;
- (xli) except as set out in the May 8-K, the Company or the Material Subsidiaries are the absolute legal and beneficial owner of, and have good and marketable title to, all of the material property or assets thereof, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those described in the Disclosure Documents, and no other property rights are necessary for the conduct of the business of the Company or the Material Subsidiaries as currently conducted or contemplated to be conducted, the Company and the Material Subsidiaries know of no claim or basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights and except as disclosed in the Disclosure Documents, the Company and the Material Subsidiaries have no responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof;
- (xlii) except to the extent that it did not or will not have a material adverse effect on the business of the Company or the Material Subsidiaries, any and all of the agreements and other documents and instruments pursuant to which the Company and the Material Subsidiaries hold their property and assets (including any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, the Company and the Material Subsidiaries are not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and there has been no default under any lease, licence or claim pursuant to which the Company or the Material Subsidiaries derives an interest in such property or assets and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid. The interests of the Company or the Material Subsidiaries in, or rights of the Company or the Material Subsidiaries to earn an interest in, any property of the Company or the Material Subsidiaries are not subject to any right of first refusal or purchase or acquisition rights other than as described in the Disclosure Documents;
-

- (xliii) there are no actions, suits, proceedings or inquiries pending or, to the knowledge of the Company or the Material Subsidiaries, threatened against or affecting the Company or the Material Subsidiaries or their property or assets at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau, agency or instrumentality;
 - (xliv) there are no judgments against the Company or the Material Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Company or the Material Subsidiaries are subject;
 - (xlv) the Transfer Agent, has been duly appointed as transfer agent and registrar in respect of the Common Shares;
 - (xlvi) no proceedings have been taken, instituted or, to the knowledge of the Company, are pending for the dissolution or liquidation of the Company or the Material Subsidiaries;
 - (xlvii) prior to the date hereof, neither the Company nor any of its affiliates has taken any action which is designed to or which has constituted or which might have been expected to cause or result in stabilization or manipulation of the price of any security of the Company in connection with the offering of the Units;
 - (xlviii) the Company is subject to Section 13 or 15(d) of the Exchange Act;
 - (xlix) the Company is not, and after giving effect to the offering and sale of the Units, will not be an “investment company”, or an entity “controlled” by an “investment company”, as such terms are defined in the Investment Company Act;
 - (l) assuming compliance with the terms of the Subscription Agreement, and this Agreement, neither the Company nor any person acting on its behalf has offered or sold the Units (or any securities issuable on conversion thereof) by means of any general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act or, with respect to Units (or any such securities) sold outside the United States to non-U.S. persons (as defined in Rule 902 under the U.S. Securities Act), by means of any directed selling efforts within the meaning of Rule 902 under the U.S. Securities Act and the Company, any affiliate of the Company and any person acting on its or their behalf has complied with and will implement the offering restriction requirements of Rule 902 under the U.S. Securities Act;
 - (li) the Registration Statement and any amendments or supplements thereto will not, and the Disclosure Documents did not and will not, as of their respective dates, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by the Agent; and
-

- (iii) the Company and the Material Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurances that the information required to be disclosed by the Company under applicable securities laws, is (i) recorded, processed, summarized and reported within the time periods specified therein and (ii) accumulated and communicated to the Company's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Since December 31, 2006, there has been no changes in the Company's internal controls over financial reporting that have materially affect or are reasonably likely to materially affect the Company's internal controls over financial reporting.

(b) Representations, Warranties and Covenants of the Agent. The Agent hereby represents, warrants and covenants to the Company, and acknowledges that the Company is relying upon such representations and warranties, that:

- (i) in respect of the offer and sale of the Units, the Agent will comply with all Securities Laws of the jurisdictions in which it offers Units;
 - (ii) the Agent will not solicit or procure subscriptions for Units so as to require the registration thereof or the filing of a prospectus with respect thereto under the laws of any jurisdictions;
 - (iii) the Agent will obtain from each Purchaser a duly completed and executed Subscription Agreement in which the Purchaser certifies that it is a Canadian Accredited Investor;
 - (iv) 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 Units 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 Units whose attendees have been invited by any general solicitation or general advertising;
 - (v) the Agent is not a U.S. Person as such term is defined in Rule 902 of Regulation S under the U.S. Securities Act;
 - (vi) the Agent has offered the Units only to persons it reasonably believed were not U.S. Persons as such term is defined in Rule 902 of Regulation S under the U.S. Securities Act at the time of such offer and continues to so reasonably believe as of the date hereof; and
 - (vii) the Agent is an "accredited investor" as such term is defined in National Instrument 45-106 - *Prospectus and Registration Exemptions*.
-

6 . Registration Statement Matters

- (b) The Company will use its best efforts, promptly following the Closing but no later than 30 days from the Closing Date, to prepare and file with the SEC the Registration Statement on Form S-1 or SB-2 (or, if Form S-1 or SB-2 is not then available to the Company, on such form of registration statement as is then available) to effect a registration covering the resale of the Registrable Securities in an amount at least equal to the aggregate of the Registrable Securities. The Registration Statement also shall cover, to the extent allowable under the U.S. Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of common stock of the Company resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. The Company shall use its best efforts to have the Registration Statement declared effective by the SEC as soon as practicable and, in any event, no later than 5:30 p.m. (Toronto time) on the Penalty Date;
 - (c) Prior to the filing of the Registration Statement (and each amendment or supplement thereto) the Company will allow the Agent to review and comment on the Registration Statement (and each amendment or supplement thereto), and will allow the Agent to conduct all due diligence which they may reasonably require to conduct in order to fulfil their obligations as Agent;
 - (d) All the information and statements to be contained in the Registration Statement (and each amendment or supplement thereto), will, at the respective dates of filing thereof, disclose all material facts relating to the Company and the Registrable Securities and will not contain 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 (provided that this representation is not intended to extend to information and statements included in reliance upon and in conformity with information furnished to the Company by or on behalf of the Agent specifically for use therein);
 - (e) Neither the Registration Statement nor any amendment or supplement thereto will contain a misrepresentation (provided that this representation is not intended to extend to information and statements included in reliance upon and in conformity with information furnished to the Company by or on behalf of the Agent specifically for use therein);
 - (f) The Registration Statement (and each amendment or supplement thereto), will comply in all material respects with the applicable requirements of the Securities Laws of the United States;
-

- (g) The Company recognizes that it is fundamental to the Purchasers that the resale of the Unit Shares and Warrants be registered in the United States under the Registration Statement so that the Unit Shares, Warrants and Warrant Shares will be tradable in such Qualifying Province and in the United States without the necessity of the holder thereof filing a prospectus or effecting the trade in a manner which falls within one of the various private placement exemptions or exemptions from registration under applicable securities legislation or subject to any statutory or regulatory hold periods or trade restrictions in such Qualifying Province and in the United States (provided such trade is not a “control distribution” as defined by the applicable Securities Laws, or an “affiliate” as defined in Rule 144). The Company acknowledges that it is for this reason that the Company has agreed to use its best efforts to ensure that the Registration Statement is to be filed with the SEC in the United States within the time periods contemplated by this Agreement.

7. Delivery of Registration Statement

The filing of the Registration Statement (or any amendment or supplement thereto) with the SEC shall constitute the representation and warranty of the Company to the Agent that, at the time of such delivery or filing, as the case may be:

- (i) such documents contain disclosure of all material facts relating to the Company and the Common Shares and Registrable Securities, and no material facts have been omitted therefrom which are necessary to make the statements therein not misleading in light of the circumstances in which they are made;
- (ii) such documents contain no misrepresentations; and
- (iii) such documents comply in all material respects with the Securities Laws in the United States;

provided, however, that the foregoing representations and warranties will not apply with respect to information and statements contained in the Registration Statement or misrepresentations with respect thereto or omissions therefrom which relate solely to the Agent or information provided by the Agent.

8. Closing Deliveries. The purchase and sale of the Units shall be completed at the Closing Time at the offices of the Company's counsel, Borden Ladner Gervais LLP, Toronto, Ontario at 10:00 a.m. (Toronto time), or at such other place as the Agent and the Company may agree upon in writing. At or prior to the Closing Time, the Company shall duly and validly deliver to the Agent certificates in definitive form representing the Unit Shares and Warrants in the names of such Purchasers or as indicated on their respective Subscription Agreements, against payment to the Company of the Issue Price therefor, in lawful money of the United States. The Agent may discharge its payment obligations under this paragraph 8 by wire transfer from the Agent to the Company equal to the aggregate Issue Price for the Units less the Agent's fees and expenses, as set out in paragraph 11 hereto.

9. Closing Conditions. Each Purchaser's obligation to purchase the Units at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (a) the Agent shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company, or such other officers of the Company as the Agent may agree, certifying, without personal liability for and on behalf of the Company, to the best of their knowledge, information and belief, that:
- (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Common Shares) has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;
 - (ii) the Company has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and
 - (iii) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and the Material Subsidiaries, whether or not arising in the ordinary course of business and the representations, warranties and covenants of the Company contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;
- (b) the Agent shall have received at the Closing Time certificates dated the Closing Date, signed by appropriate officers of the Company addressed to the Agent and their counsel, with respect to the articles and by-laws of the Company, all resolutions of the Company's board of directors relating to this Agreement and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers, the articles and by-laws of the Company and such other matters as the Agent may reasonably request;
- (c) the Agent shall have received at the Closing Time, evidence of all requisite approvals, consents and acceptances of the appropriate regulatory authorities required to be made or obtained by the Company in order to complete the Offering;
- (d) the Registration Rights Agreement, the Subscription Agreements, the Warrant Certificates and the certificate representing the Compensation Option shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agent and their counsel, acting reasonably;
- (e) the Agent shall have received favourable legal opinions addressed to the Agent, and the Purchasers, in form and substance satisfactory to the Agent's counsel acting reasonably, dated each applicable Closing Date, from Borden Ladner Gervais LLP and Hodgson Russ, LLP counsel for the Company and where appropriate, counsel in the other Selling Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company in the Form of Exhibit B hereto;
-

- (f) the Agent shall have received good standing certificates or similar certificates with respect to the jurisdictions in which the Company and the Material Subsidiaries are incorporated;
- (g) the Agent shall, in its sole discretion, be satisfied with their due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Company;
- (h) the Agent shall have received duly executed “lock-up” agreements pursuant to section 3(xix) hereof;
- (i) the Company will cause its Transfer Agent to deliver a certificate as to the issued and outstanding Common Shares; and
- (j) the Agent shall have received a favourable legal opinion addressed to the Agent, the Purchasers and the Agent's counsel, as to (i) the incorporation and subsistence of the Material Subsidiaries; (ii) the corporate power and authority of the Material Subsidiaries to carry on its business as presently carried on and to own its assets and property; and (iii) as to the registered ownership of the issued and outstanding shares of the Material Subsidiaries.

10. Rights of Termination

(a) **Due Diligence Out.** In the event that the due diligence investigations performed by the Agent and/or their representatives reveals any material information or fact not publicly disclosed which might, in the Agent's sole opinion, acting reasonably, adversely affect the market price of the securities of the Company, quality of the investment or marketability of the Offering, the Agent shall be entitled, at its sole option and in accordance with subparagraph 10(h) of this Agreement, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase Units) by notice to that effect given to the Company any time prior to the Closing Time.

(b) **Litigation.** If any inquiry, action, suit, investigation or proceeding, whether formal or informal, (including matters of regulatory transgression or unlawful conduct and including any inquiry or investigation by any Securities Regulator) is commenced, announced or threatened in relation to the Company or any of the officers or directors of the Company or any of its principal security holders, the Agent shall be entitled, at its sole option and in accordance with subparagraph 10(h) of this Agreement, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase Units) by notice to that effect given to the Company any time prior to the Closing Time.

(c) **Disaster Out.** In the event that prior to the Closing Time, there should develop, occur or come into effect any action, state, or condition, including, without limitation, terrorism, accident, a new or change in any governmental law or regulation, or other condition or major financial occurrence of national or international consequence, which, in the sole opinion of the Agent materially adversely affects, or may adversely affect, the financial markets generally or the business, operations, affairs or profitability of the Company, or the trading, market price or value of the securities of the Company, the Agent shall be entitled at its sole option, in accordance with subparagraph 10(h) of this Agreement, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase Units) by written notice to that effect given to the Company prior to the Closing Time.

(d) Change in Material Fact. In the event that prior to the Closing Time, the Agent or the Agent's representatives, through their due diligence investigations, or otherwise discover or there should occur a material change or a change in any material fact or new material fact shall arise, which, in the sole opinion of the Agent has or could be expected to have a significant adverse effect on the market price or value of the securities of the Company, the Agent shall be entitled, at its sole option, in accordance with subparagraph 10(h), to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase Units) by written notice to that effect given to the Company prior to the Closing Time.

(e) Non-Compliance with Conditions. The Company agrees that all terms, conditions and covenants in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Company and that it will use its best efforts to cause such conditions to be complied with, and any breach or failure by the Company to comply with any of such conditions or in the event that any representation or warranty given by the Company becomes false and is not rectified as at the Closing Time, shall entitle the Agent, at its sole option in accordance with subparagraph 10(h), to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase the Units) by notice to that effect given to the Company at or prior to the Closing Time. The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agent only if the same is in writing and signed by it.

(f) Cease Trade Order. In the event that a cease order exists with respect to the securities of the Company, the Agent shall be entitled, at its sole option, in accordance with subparagraph 10(h) of this Agreement, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase Units) by written notice to that effect given to the Company prior to the Closing Time.

(g) Profitably Marketed. In the event that prior to the Closing Time, the state of the Canadian, U.S. or international financial markets is such that, in the sole opinion of the Agent, the Units cannot be profitably marketed, the Agent shall be entitled at its sole option, in accordance with subparagraph 10(h) of this Agreement, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by them to purchase Units) by written notice to that effect given to the Company prior to the Closing Time.

(h) Exercise of Termination Rights. The rights of termination contained in subparagraphs 10(a), (b), (c), (d), (e), (f) and (g) may be exercised by the Agent and are in addition to any other rights or remedies the Agent may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by the Agent, there shall be no further liability on the part of the Agent to the Company or on the part of the Company to the Agent except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under sections 11 and 13.

11. Expenses. Whether or not the sale of the Units shall be completed, the Company will pay all reasonable expenses and fees in connection with the Offering, including, all reasonable expenses of or incidental to the issue, sale or distribution of the Units; the reasonable fees and expenses of the Company's counsel, accountants and technical experts; all reasonable costs incurred in connection with the preparation of documents relating to the Offering and the Registration Statement (including printing and delivery costs associated therewith); all costs associated with listing the securities of the Company on the Toronto Stock Exchange or the TSX Venture Exchange; and all reasonable expenses and fees incurred by the Agent, which shall include the reasonable fees and disbursements of the Agent's counsel (to a maximum of \$60,000 excluding taxes and disbursements). All reasonable fees and expenses incurred by the Agent or on their behalf including the fees of the Agent's counsel shall be payable by the Company immediately upon the earlier of (i) closing and (ii) in the event that the Offering does not proceed, receiving an invoice therefor.

12. Survival of Representations and Warranties. All terms, warranties, representations, covenants and agreements of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Units and continue in full force and effect for the benefit of the Agent and Purchasers for a period of 2 years following the Closing Date and shall not be limited or prejudiced by any investigation made by or on behalf of the Agent in connection with the purchase and sale of the Units.

13. (a) Indemnity. The Company hereby agrees to indemnify and hold the Agent and/or any of its affiliates and the directors, officers, employees, shareholders and unitholders of the Agent (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses, claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agent, to which the Agent and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of services rendered to the Company by the Agent and their Personnel hereunder or otherwise in connection with the matters referred to in this Agreement, including any loss, claim, damage and expense arising out of any untrue statement of a material fact contained in the Registration Statement or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (i) the Agent or their Personnel have been negligent or have committed any fraudulent act in the course of such performance;
- (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, wilful misconduct or fraud referred to in (i); or
- (iii) the loss or expense was caused solely as a result of information or statements provided in writing by the Agent to the Company for use in the Registration Statement.

If for any reason (other than the occurrence of any of the events itemized in (i) and (ii) above), the foregoing indemnification is unavailable to the Agent or insufficient to hold it harmless, then the Company shall contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Agent on the other hand but also the relative fault of the Company and the Agent, as well as any relevant equitable considerations; provided that the Company shall, in any event, contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received by the Agent hereunder pursuant to this Agreement.

The Company agrees that in case any legal proceeding shall be brought against the Company and/or the Agent by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Company and/or the Agent and any Personnel of the Agent shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Agent, the Agent shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by its Personnel at their normal per diem rates in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Company as they occur.

Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of its Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, the Agent will notify the Company in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Company, will keep the Company advised of the progress thereof and will discuss with the Company all significant actions proposed. The omission to so notify the Company shall not relieve the Company of any liability which the Company may have to the Agent except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Company would otherwise have under this indemnity had the Agent not so delayed in giving or failed to give the notice required hereunder.

The Company shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence thereof, provided such defence is conducted by experienced and competent counsel. Upon the Company notifying the Agent in writing of its election to assume the defence and retaining counsel, the Company shall not be liable to the Agent for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Company, the Company throughout the course thereof will provide copies of all relevant documentation to the Agent, will keep the Agent advised of the progress thereof and will discuss with the Agent all significant actions proposed.

Notwithstanding the foregoing paragraph, the Agent shall have the right, at the Company's expense, to employ counsel of the Agent's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Company; or (ii) the Company has not assumed the defence and employed counsel therefor within 10 days after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Company or the Agent have advised the indemnified party that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Agent which are different from or in addition to those available to the Agent (in which event and to that extent, the Company shall not have the right to assume or direct the defence on the Agent's behalf) or that there is a conflict of interest between the Company and the Agent or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein.

No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Agent. No admission of liability shall be made and the Company shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent.

The indemnity and contribution obligations of the Company shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agent and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Agent and any of the Personnel of the Agent. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given.

(b) Right of Indemnity in Favour of Others. With respect to any party who may be indemnified by section 13(a) above and is not a party to this Agreement, the Agent shall obtain and hold the rights and benefits of this section 13 in trust for and on behalf of such indemnified party.

14. Advertisements. The Company acknowledges that the Agent shall have the right, subject to clauses 1(a) and (c) of this Agreement, at its own expense, to place such advertisement or advertisements relating to the sale of the Units contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Agent each agree not to make or publish any advertisement in any media whatsoever relating to, or otherwise publicise, the transaction provided for herein so as to result in any exemption from the prospectus and registration requirements of Securities Laws in any of the Selling Jurisdictions or any other jurisdiction in which the Units shall be offered or sold being unavailable in respect of the sale of the Units to prospective purchasers.

15 . Commission. In consideration of the services to be rendered by the Agent in connection with the Offering, the Company shall pay to the Agent a cash commission equal to 7.0% of the aggregate gross proceeds of the Offering (the “ **Commission** ”) and the Agent's expenses and as set forth in section 11. The Company will also issue to the Agent a compensation option (the “ **Compensation Option** ”) exercisable, to acquire that number of shares of common stock in the capital of the Company (the “ **Broker Shares** ”) and that number of warrants to purchase shares of common stock (the “ **Broker Warrants** ”) equal to 8.0% of the aggregate number of Units sold pursuant to the Offering at the Issue Price. In the event that the Listing Condition has not been met by the Company on or before the Listing Deadline, the Broker Shares shall be subject to adjustment with respect to the Issue Price at the economic equivalent rate as set out in the first paragraph of this Agreement. Each Broker Warrant will be exercisable to purchase one share of common stock of the Company (the “ **Broker Warrant Shares** ”) at a price of US\$1.02 until 5:00 p.m. (Toronto time) on the date that is 24 months following the Closing Date. In the event that the Liquidity Conditions have not been met on or before the Penalty Date, each Broker Warrant will be exercisable to purchase one Broker Warrant Share on the same terms but at a price of US\$0.93 (in lieu of US\$1.02) per Broker Warrant Share). The Commission will be paid, and the Compensation Options will be issued, to the Agent on the Closing Date.

16 . Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a “ **notice** ”) shall be in writing addressed as follows:

(b) in the case of the Company, to:

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

Attention: Horst G. Zerbe
With a copy to: (514) 331-0346

Borden Ladner Gervais LLP
Scotia Plaza
40 King Street West
Toronto, Ontario,
M5H 3Y4

Attention: Manoj Pundit
Fax: (416) 682-2842
in the case of the Agent at:

Paradigm Capital Inc.
 95 Wellington Street West
 Suite 2101
 Toronto, Ontario M5J 2N7

Attention: Tony Pullen
 Fax: (416) 361-0679
 with a copy to:

Cassels Brock & Blackwell LLP
 2100 Scotia Plaza
 40 King Street West
 Toronto, Ontario M5H 3C2

Attention: Brad Chapman
 Fax: (416) 350-6956

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

17. Time of the Essence. Time shall, in all respects, be of the essence hereof.

18. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

19. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

20. Entire Agreement; No Advisory or Fiduciary Relationship.

(a) This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. This Agreement may be amended or modified in any respect by written instrument only. All schedules attached to this Agreement are deemed to be part hereof and are hereby incorporated by reference.

(b) The Company acknowledges and agrees that (a) the offer of Units pursuant to this Agreement, including the determination of the offering price of the Units and any related commissions, is an “arm’s length” commercial transaction between the Company and the Agent, (ii) in connection with the Offering contemplated hereby and the process leading to such transaction the Agent is and has been acting solely as a principal and is not the agent or fiduciary of the Company, or its shareholders, creditors, employees or any other party, (iii) the Agent has not assumed or will assume an advisory or fiduciary responsibility in favour of the Company with respect to the Offering contemplated hereby and the process leading thereto (irrespective of whether the Agent has advised or is currently advising the Company on other matters) and the Agent has no obligation to the Company with respect to the Offering contemplated hereby except the obligations expressly set forth herein, (iv) the Agent and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (v) the Agent has not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

21 . Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

22 . Governing Law; Attornment to Ontario. This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Agency 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.

23 . Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Agent and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein, or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

24 . Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

25 . Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

26 . Language. The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

27. Counterparts and Facsimile. This Agreement may be executed in any number of counterparts and by facsimile, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[The remainder of this page has been intentionally left blank.]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this letter where indicated below and delivering the same to the Agent.

Yours very truly,

PARADIGM CAPITAL INC.

Per: */s/ Tony Pullen*

Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of March 27, 2008.

INTELGEX TECHNOLOGIES CORP.

Per: */s/ Horst Zerbe*

Authorized Signing Officer

[Signature Page to Agency Agreement]

INTELGENX TECHNOLOGIES CORP.

SUBSCRIPTION AGREEMENT FOR UNITS

TO: IntelGenx Technologies Corp.

AND TO: Paradigm Capital Inc. (the "Agent")

The undersigned (the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase from IntelGenx Technologies Corp. (the "**Corporation**") that number of units in the capital of the Corporation (the "**Units**") set out below at a price of US\$0.70 per Unit. Each Unit is comprised of one common share in the capital of the Corporation (the "**Common Shares**") and one common share purchase warrant (a "**Warrant**"). Each Warrant shall entitle the holder thereof to purchase one Common Share (a "**Warrant Share**") at a price of US\$1.02 per Warrant Share for 24 months following the Closing Date (as herein defined). Each Warrant will be exercisable for one Warrant Share on the same terms but at a price of US\$0.93 per Warrant Share in the event that IntelGenx does not satisfy the Liquidity Conditions (as herein defined) prior to 5:00 p.m. (Toronto time) on that date which is four months following the Closing Date (the "**Penalty Date**"). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions" of Subscription for Units including without limitation the representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Corporation and the Agent may rely upon the Subscriber's representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

(Name of Subscriber)

Account Reference (if applicable): _____

By: _____
Authorized Signature

(Official Capacity or Title – if the Subscriber is not an individual)

(Name of individual whose signature appears above if different than the name of the subscriber printed above.)

(Subscriber's Address, including Municipality and Province)

(Telephone Number)

(Email Address)

Number of Units: _____ **X** **US\$0.70**

=

Aggregate Subscription Price: **US\$** _____
(the "**Aggregate Subscription Price**")

If the Subscriber is signing as agent for a principal (beneficial purchaser) and is not purchasing as trustee or agent for accounts fully managed by it, complete the following and ensure that all applicable schedules are completed on behalf of such principal:

(Name of Principal)

(Principal's Address)

(Telephone Number) (Fax)

(Email Address)

Number of Common Shares Currently Held Directly or Indirectly (excluding Common Shares subscribed for hereunder): _____

Number of Warrants Currently Held Directly or Indirectly (excluding Warrants subscribed for hereunder): _____

Account Registration Information :

(Name)

(Account Reference, if applicable)

(Address, including Postal Code)

The Subscriber is an Insider of the Corporation or a Pro Group placee (as such terms are described in the TSX Venture Exchange Corporate Finance Manual):

Insider Pro Group Neither (*Please check the applicable box*) .

The Subscriber has either **completed** Schedule "F" (the TSX Venture Exchange Corporate Placee Form) or **has not completed** Schedule "F" as the Subscriber is an individual or such Form has already been filed with the TSX Venture Exchange in accordance with Schedule "F" (*Please check the applicable box*) .

Delivery Instructions as set forth below :

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name)
Number)

(Telephone

**TERMS AND CONDITIONS OF SUBSCRIPTION FOR
UNITS**

ARTICLE 1 - INTERPRETATION

1.1 Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

" **Agent** " means Paradigm Capital Inc.

" **Agency Agreement** " means the Agency Agreement to be dated on or about March 26, 2008 to be entered into between the Agent and the Corporation in respect of the Offering.

" **Aggregate Subscription Price** " shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

" **Business Day** " means a day other than a Saturday, Sunday or any other day on which the chartered banks located in Toronto are not open for business.

" **Closing** " shall have the meaning ascribed to such term in Section 4.1.

" **Closing Date** " shall have the meaning ascribed to such term in Section 4.1.

" **Closing Time** " shall have the meaning ascribed to such term in Section 4.1.

" **Common Shares** " mean the common shares in the capital of the Corporation.

" **Compensation Options** " shall have the meaning ascribed to such term in Section 8.1.

" **Corporation** " means IntelGenx Technologies Corp. and includes any successor corporation to or of the Corporation.

" **Liquidity Conditions** " mean the satisfaction of the latest of the following conditions: (i) the Common Shares, the Warrant Shares and the common shares underlying the Compensation Options being listed and commence trading on either the Toronto Stock Exchange or the TSX Venture Exchange; and (ii) the effectiveness of the Registration Statement with respect to the resale in the United States of the Common Shares, the Warrants, the Warrant Shares and the common shares underlying the Compensation Options.

" **NI 45-106** " means National Instrument 45-106 – *Prospectus and Registration Exemptions*.

" **Offering** " means the offering of Units pursuant to this Subscription Agreement and the Agency Agreement.

" **Penalty Date** " means 5:00 p.m. (Toronto time) on that date which is four (4) months following the Closing Date.

" **person** " means any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons whether incorporated or not and pronouns have a similar extended meaning.

“**Registration Rights Agreement**” means the agreement to be entered into between the Agent and the Corporation in connection with the Registration Statement substantially in the form attached hereto as Schedule “G”.

“**Registration Statement**” means a resale registration statement filed with the U.S. Securities and Exchange Commission on Form S-3 (or such other acceptable form) to effect a registration for resale of the securities offered thereunder.

“**Securities Act**” means the *U.S. Securities Act of 1933*, as amended.

“**Securities Laws**” mean, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, the applicable policy statements issued by the securities regulators in each of the provinces of Canada, the United States and the states within the United States.

“**Subscriber**” means the subscriber for the Units as set out on the face page of this Subscription Agreement.

“**Subscription Agreement**” means this subscription agreement including any schedules hereto and any instrument amending this Subscription Agreement; “**hereof**”, “**hereto**”, “**hereunder**”, “**herein**” and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression “Article” or “Section” followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

“**Term Sheet**” means the term sheet delivered to potential purchasers of Units, a copy of which is attached hereto as Schedule “A”.

“**U.S. Person**” has the meaning set forth in Regulation S under the Securities Act.

“**Units**” mean the units of the Corporation offered hereunder. Each Unit is comprised of one Common Share and one Warrant.

“**Warrants**” mean one common share purchase warrant of the Corporation exercisable for one Warrant Share for a period of 24 months from the Closing Date at a price of US\$1.02 per Warrant Share or US\$0.93 per Warrant Share on or after the Penalty Date if the Liquidity Conditions have not been met.

“**Warrant Shares**” mean the Common Shares issuable upon exercise of the Warrants.

1.2 **Gender and Number**

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.

1.3 **Currency**

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol “\$”, are expressed in Canadian dollars.

1.4 **Subdivisions, Headings and Table of Contents**

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions, the inclusion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 - SCHEDULES

2.1 Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A"	-	Term Sheet
Schedule "B"	-	Certificate of Accredited Investor for All Provinces
Schedule "C"	-	Certificate of Minimum Amount Investment Status for All Provinces
Schedule "D"	-	Certificate of Family, Friends and Business Associates Status for All Provinces except Ontario
Schedule "E"	-	Certificate of Founder, Control Person and Family Status for Ontario
Schedule "F"		Form 4C – Corporate Placee Registration Form of TSX Venture Exchange
Schedule "G"		Confirmation of U.S. Accredited Investor Status
Schedule "H"		Draft Registration Rights Agreement

ARTICLE 3 - SUBSCRIPTION AND DESCRIPTION OF UNITS

3.1 Subscription for the Units

The Subscriber hereby confirms its irrevocable subscription for and offer to purchase the Units from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Aggregate Subscription Price which is payable as described in Article 4 hereto.

3.2 Acceptance and Rejection of Subscription by the Corporation

The Subscriber (on its own behalf and on behalf of each person on whose behalf the Subscriber is contracting) acknowledges and agrees that the Corporation reserves the right, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Time. 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 that the Units subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of up to US\$5 million at a subscription price of US\$0.70 per Unit on a "best efforts" private placement basis.

ARTICLE 4 - CLOSING

4.1 Closing

Delivery and sale of the Units and payment of the Aggregate Subscription Price will be completed (the " **Closing** ") at the offices of the Corporation's counsel, Borden Ladner Gervais LLP, 40 King Street West, Scotia Plaza, Suite 4100, Toronto, Ontario, at 10:00 a.m. (Toronto time) (the " **Closing Time** ") on March 26, 2008 or such other date(s) or time(s) as the Corporation and the Agent may agree (the " **Closing Date** "). If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement and the Agency Agreement have been complied with to the satisfaction of the Agent, or waived by the Agent, the Agent shall deliver to the Corporation all completed Subscription Agreements and payment of the Aggregate Subscription Price for all of the Units sold pursuant to the Agency Agreement against delivery by the Corporation of certificates representing the Units and such other documentation as may be required pursuant to the Subscription Agreement and the Agency Agreement.

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than delivery by the Corporation to the Subscriber of certificates representing the Units) and the Agency Agreement have not been complied with to the satisfaction of the Agent, or waived by it, the Agent, the Corporation and the Subscriber will have no further obligations under this Subscription Agreement. All completed Subscription Agreements shall be delivered to the Corporation no later than 48 hours (or such shorter time as agreed to in advance by the Corporation prior to the Closing Time).

The Corporation and the Agent shall be entitled to rely on delivery of a facsimile copy of executed subscriptions, and acceptance by the Corporation of such facsimile subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

4.2 Conditions of Closing

The Subscriber on its own behalf and on behalf of others for whom it is acting hereunder, acknowledges and agrees that in addition to the closing conditions to be set out in the Agency Agreement, the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

- (a) payment by the Subscriber of the Aggregate Subscription Price for the Units subscribed for under this subscription agreement in such manner as is acceptable to the Corporation and the Agent;
- (b) the Subscriber having properly completed, signed and delivered this Subscription Agreement not later than 72 hours prior to Closing Time to:

Paradigm Capital Inc.
95 Wellington Street West
Suite 2101
Toronto, ON M5J 2N7

Attention: Elise Robinson
Telephone: 416-363-5106
Fax: 416-361-0679

(c) the Subscriber having properly completed, signed and delivered Schedule "B", "C", "D", "E", "F" or "G" as applicable:

(i) **ALL CANADIAN SUBSCRIBERS WHO ARE SUBSCRIBING AS "ACCREDITED INVESTORS"**

if the Subscriber is resident in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Québec, Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island or otherwise subject to the Securities Laws in such Provinces and is purchasing as an "accredited investor", a duly completed and executed certificate as set forth in Schedule "B" evidencing the Subscriber's status as an accredited investor.

(ii) **ALL CANADIAN SUBSCRIBERS WHO ARE NOT SUBSCRIBING AS ACCREDITED INVESTORS AND WHO ARE SUBSCRIBING FOR NOT LESS THAN \$150,000 OF UNITS**

if the Subscriber is resident in or otherwise subject to the laws of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, Nova Scotia, New Brunswick, Prince Edward Island or Newfoundland and Labrador is purchasing a minimum of sufficient \$150,000 of Units, a duly completed and executed Minimum Amount Investment Status Certificate in the form attached hereto as Schedule "C";

(iii) **SUBSCRIBERS IN ALL PROVINCES EXCEPT ONTARIO, WHO ARE NOT SUBSCRIBING AS ACCREDITED INVESTORS AND WHO ARE SUBSCRIBING UNDER THE FAMILY, FRIENDS OR BUSINESS ASSOCIATES EXEMPTION**

if the Subscriber is resident in or otherwise subject to the laws of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, Nova Scotia, New Brunswick, Prince Edward Island or Newfoundland and Labrador and is purchasing the Units in reliance on the " Family, Friends and Business Associates " exemption provided under Section 2.5 of NI 45-106, a duly completed and executed Family, Friends and Business Associates Status Certificate in the form attached hereto as Schedule "D";

(iv) **ALL SUBSCRIBERS RESIDENT IN ONTARIO, NOT SUBSCRIBING AS ACCREDITED INVESTORS AND WHO ARE SUBSCRIBING UNDER THE FOUNDER, CONTROL PERSON AND FAMILY EXEMPTION**

if the Subscriber is resident in or otherwise subject to the laws of the Province of Ontario, is not an "accredited investor" as defined in NI 45-106 and is purchasing the Units in reliance on the " Founder, Control Person and Family " exemption provided under Section 2.7 of NI 45-106, a duly completed and executed Founder, Control person and Family Status Certificate in the form attached hereto as Schedule "E".

(v) **ALL SUBSCRIBERS RESIDENT IN THE UNITED STATES**

If the Subscriber is resident in or otherwise subject to the laws of the United States, a duly completed and executed Confirmation of U.S. Accredited Investor Status in the form attached hereto as Schedule "G"

4.3 **Authorization of the Agent**

The Subscriber irrevocably authorizes the Agent in its discretion, to act as the Subscriber's representative at the Closing, and hereby appoints the Agent, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber's place and stead:

- (a) to receive certificates representing the Units, to execute in the Subscriber's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber in connection with the subscription for the Units and to exercise any rights of termination contained in the Agency Agreement;
- (b) to extend such time periods and to waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Subscription Agreement, and the Agency Agreement or any ancillary or related document;
- (c) to terminate this Subscription 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
- (d) without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and the Registration Rights Agreement.

ARTICLE 5 - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

5.1 **Acknowledgements, Representations, Warranties and Covenants of the Subscriber**

The Subscriber, on its own behalf and on behalf of others for whom it is acting hereunder, hereby represents and warrants to, and covenants with, the Corporation as follows and acknowledges that the Corporation and the Agent are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) The Subscriber and any beneficial purchaser for whom it is acting has knowledge in financial and business affairs, is capable of evaluating the merits and risks of an investment in the securities offered hereunder and is able to bear the economic risk of such investment even if the entire investment is lost.
 - (b) The Subscriber and each beneficial purchaser for whom it is acting is a resident in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not used solely for the purpose of acquiring securities under an exemption from prospectus requirements of applicable securities legislation and the Subscriber and any beneficial purchaser was solicited to purchase in such jurisdiction.
 - (c) The Subscriber has properly completed, executed and delivered within applicable time periods to the Corporation the applicable certificate(s) and/or form(s) (dated as of the date hereof) set forth in Schedules "B" through "G" and the information contained therein is true and correct.
 - (d) The representations, warranties and covenants contained in the applicable Schedules will be true and correct both as of the date of execution of this Subscription Agreement and as of the Closing Time.
-

- (e) The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the securities offered hereunder and the completion of the transactions described herein by the Subscriber, or any beneficial purchaser for whom it is acting, will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, or any beneficial purchaser for whom it is acting, the Securities Laws or any other laws applicable to the Subscriber, or any beneficial purchaser for whom it is acting, any agreement to which the Subscriber, or any beneficial purchaser for whom it is acting, is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber or any beneficial purchaser for whom it is acting.
 - (f) The Subscriber is subscribing for the securities offered hereunder as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws) and not with a view to the resale or distribution of all or any of the securities offered hereunder or if it is not subscribing as principal, it acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of the securities offered hereunder for whom it is acting.
 - (g) In the case of a subscription for the securities offered hereunder by the Subscriber acting as trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for a principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of each such beneficial purchaser, each of whom is subscribing as principal for its own account, not for the benefit of any other person and not with a view to the resale or distribution of the securities offered hereunder and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, such principal, enforceable in accordance with its terms against such principal, and the Subscriber acknowledges that the Corporation and/or the Agent may be required by law to disclose the identity of each beneficial purchaser for whom the Subscriber is acting.
 - (h) In the case of a subscription for the securities offered hereunder by the Subscriber acting as principal, this Subscription Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement is enforceable in accordance with its terms against the Subscriber.
 - (i) If the Subscriber is:
 - (i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the securities offered hereunder as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
-

- (iii) an individual, the Subscriber is of the full age of majority and is legally competent to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.
- (j) 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. If any person establishes a claim that any fee or other compensation is payable in connection with the securities offered hereunder purchased by the Subscriber, the Subscriber covenants to indemnify and hold harmless the Corporation and the Agent with respect thereto and with respect to all costs reasonably incurred in the defence thereof.
- (k) If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue of the securities offered hereunder as may be required by any securities commission, stock exchange or other regulatory authority. Specifically the Subscriber acknowledges that its name and information about its holdings in the Corporation will be included in the Registration Statement, which will be a publicly filed document.
- (l) The Subscriber (on its own behalf and, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the fact the Corporation and the Agent are collecting the Subscriber's (and any beneficial purchaser's) personal information for the purpose of completing the Subscriber's subscription. The Subscriber (on its own behalf and, on behalf of any person for whose benefit the Subscriber is subscribing) acknowledges and consents to the Corporation and 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, on behalf of any person for whose benefit the Subscriber is subscribing) further acknowledges and consents to (i) the Corporation or the Agent delivering to the regulatory authorities, including the Ontario Securities Commission (" **OSC** ") and the TSX Venture Exchange (the " **TSXV** ") any personal information provided by the Subscriber respecting itself (and any beneficial purchaser) including such Subscriber's (or beneficial purchaser's) full name, residential address and telephone number, the amount of the securities offered hereunder purchased, the Aggregate Subscription Price, the exemption relied on by the Subscriber and the date of distribution, (ii) such information being collected indirectly by the OSC under the authority granted to in Securities Laws (iii) such information being collected for the purposes of the administration and enforcement of the Securities Laws in Ontario, and (iv) the indirect collection of such information by the OSC. The Subscriber (and any beneficial purchaser) may contact the following public official in Ontario with respect to questions about the OSC's indirect collection of such information at the following address and telephone number:

**Administrative Assistant to the Director of Corporate Finance
Ontario Securities Commission
Suite 1903, Box 5520, Queen Street West
Toronto, Ontario M5H 3S8**

Telephone: 416-593-8086

The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers.

- (m) The Subscriber, and each beneficial purchaser for whom it is contracting hereunder, have been advised to consult their own legal advisors with respect to trading in the securities offered hereunder and with respect to the resale restrictions imposed by the Securities Laws of the province in which the Subscriber resides, other applicable securities laws and applicable rules of the TSXV, and acknowledges that no representation has been made respecting the applicable hold periods imposed by the Securities Laws, as applicable, or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others for whom it is contracting hereunder) to resell such securities, that the Subscriber (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and neither the Corporation nor the Agent is in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it (or beneficial purchasers for whom it is contracting hereunder) may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws, as applicable, and other applicable securities laws.
-

- (n) The Subscriber has not received or been provided with a prospectus, offering memorandum, (within the meaning of the Securities Laws), as applicable, or any sales or advertising literature in connection with the Offering and the Subscriber's decision to subscribe for the securities offered hereunder was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation or the Agent. The Subscriber's decision to subscribe for the securities offered hereunder was based upon the Term Sheet attached hereto as Schedule "A" and the Subscriber's own due diligence investigations and the Subscriber has had the opportunity to ask and have answered all of its questions about the Corporation and to conduct such due diligence as the Subscriber deemed necessary for the purpose of making its investment;
- (o) The Subscriber is not purchasing securities offered hereunder with knowledge of material information concerning the Corporation which has not been generally disclosed.
- (p) The purchaser acknowledges that it has sought its own independent legal advice in connection with potential issues regarding taxation or securities regulation arising from the purchase of securities hereunder.
- (q) No person has made any written or oral representations:
 - (i) that any person will resell or repurchase the securities offered hereunder;
 - (ii) that any person will refund the Aggregate Subscription Price; or
 - (iii) as to the future price or value of the securities offered hereunder.
- (r) The subscription for the securities offered hereunder has not been made through or as a result of, and the distribution of the securities offered hereunder is not being accompanied by any advertisement, including without limitation in printed public media, radio, television or telecommunications, including electronic display, or as part of a general solicitation.

5.2 Further Acknowledgments of the Subscriber

The Subscriber, on its own behalf and on behalf of others for whom it is acting hereunder, further acknowledges and agrees as follows:

- (a) The Subscriber has received a copy of the Term Sheet attached hereto as Schedule "A" setting out the principal terms of the Offering.
 - (b) No securities commission, agency, governmental authority, regulatory body, stock exchange or other regulatory body has reviewed or passed on the merits of the securities offered hereunder.
 - (c) Each of the Common Shares, Warrants and Warrant Shares shall be subject to statutory resale restrictions under the Securities Laws of the province in which the Subscriber resides, and under other applicable securities laws and stock exchange rules, and the Subscriber covenants that it will not resell the Common Shares, Warrants or Warrant Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and neither the Corporation nor the Agent is in any way responsible) for such compliance.
 - (d) The Subscriber's ability to transfer the securities offered hereunder is limited by, among other things, applicable Securities Laws and stock exchange rules.
 - (e) 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 information concerning the Corporation obtained by the Subscriber.
 - (f) The Corporation is relying on the representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the securities offered hereunder under applicable Securities Laws and the Subscriber agrees to indemnify the Corporation, the Agent and each of their respective directors and officers against all losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of or arising from reliance thereon. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth in such applicable Schedules which takes place prior to the Closing Time.
 - (g) The Corporation is relying on an exemption from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the securities offered hereunder pursuant to such exemption, certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission or damages, will not be available to the Subscriber.
 - (h) The Subscriber, and each beneficial purchaser for whom it is contracting hereunder, is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement. The Subscriber, and each beneficial purchaser, is not relying on the Corporation, the Agent, or their respective affiliates or counsel in this regard.
 - (i) The securities offered hereunder are being offered pursuant to an exemption from the registration requirements pursuant to Regulation S of the Securities Act. The securities offered hereunder may not be offered or sold in the United States or to U.S. Persons unless registered under such act or an exemption from the registration requirements of such act is available.
 - (j) There is no government or other insurance covering the securities offered hereunder.
 - (k) Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver change, discharge or termination right is sought.
-

- (l) There are risks associated with the purchase of the securities offered hereunder and the Subscriber and any beneficial purchaser for whom it is acting may lose his, her or its entire investment.
- (m) The funds representing the Aggregate Subscription Price which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge 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 law of Canada, the United States of America, or of any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and will provide the Corporation with appropriate information in connection therewith.
- (n) Except for Subscribers resident in the United States or U.S. Persons (which persons make the representations and warranties set forth below in Section 5.2 (o) below):
 - (i) the Subscriber is not a U.S. Person and is not acquiring the Units for the account of or on behalf of any U.S. Person or Person in the United States;
 - (ii) the Units were not offered to the Subscriber in the United States;
 - (iii) at the time the buy order for the Subscriber was originated, the Subscriber was outside the United States and this Agreement was not executed or delivered in the United States;

The Subscriber agrees to resell the Units only in accordance with the provisions of Regulation S (Rule 901 through Rule 905, and Preliminary Notes), pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.

The Subscriber agrees not to engage in hedging transactions with regard to the Units unless in compliance with the Securities Act.

(o) *U.S. Subscribers Only.*

The Subscriber is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the Securities Act, and has concurrently executed and delivered a Confirmation of Accredited Investor Status in the form attached as Schedule G to this Subscription Agreement;

The Subscriber is aware that the Units subscribed for hereunder have not and will not be registered under the Securities Act" or the securities laws of any state of the United States and that, if the Subscriber is a resident of the United States: (i) the sale contemplated hereby is being made in reliance upon the exemption from registration under the Securities Act provided by Section 4(2) thereof and Rule 506 thereunder and exemptions from registration under applicable state securities laws; and (ii) all such sales are being made in transactions not involving any public offering within the meaning of the Securities Act. Accordingly, the Units subscribed for hereunder will be "restricted securities" within the meaning of Rule 144 under the Securities Act, and therefore may not be offered or sold by the Subscriber without registration under United States federal and state securities laws, except in compliance with this Subscription Agreement and applicable law.

The Subscriber undertakes and agrees that it will not offer or sell the Units subscribed for hereunder in the United States unless such securities are registered under the Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that the Subscriber will not resell the Units subscribed for hereunder, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules.

The Subscriber 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 loss of its investment.

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, or any other document (other than an annual report, annual information form, interim report, information circular or any other continuous disclosure document, other than an offering memorandum, the content of which is prescribed by statute or regulation) describing or purporting to describe the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective Subscribers in order to assist it in making an investment decision in respect of the Units;

(p) A Subscriber understands and acknowledges that:

(i) upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the Securities Laws, certificates representing the Common Shares, Warrants and Warrant Shares shall bear the following legends:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY SHALL NOT TRADE THE SECURITY BEFORE <INSERT THE DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER THE CLOSING 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>."

"THE SECURITIES REPRESENTED HEREBY ARE SECURITIES OF A UNITED STATES DOMESTIC ISSUER AND HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT, (C) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S (RULE 901 THROUGH RULE 905, AND PRELIMINARY NOTES) UNDER THE SECURITIES ACT OR (D) WITHIN THE UNITED STATES PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THE HOLDER HAS FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLE SATISFACTORY TO THE CORPORATION PRIOR TO SUCH OFFER, SALE OR TRANSFER. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.";

provided, that if any such securities are being sold or otherwise transferred under paragraphs (C) or (D) in the above legend, the legend may be removed at such time that the Common Shares, Warrants and Warrant Shares are no longer deemed to be “restricted securities” as defined in Rule 144 under the Securities Act, by delivery to the Corporation’s registrar and transfer agent and the Corporation of an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation, that such legend is no longer required under applicable requirements of the Securities Act or state securities laws.

- (ii) The Subscriber agrees that each person exercising a Warrant shall be required to give written confirmation that it is not a U.S. Person and the Warrant is not being exercised on behalf of a U.S. Person or a written opinion of counsel to the effect that the Warrant and the Warrant Shares have been registered under the Securities Act or are exempt from registration thereunder. Until such time as the same is no longer required under applicable requirements of the Securities Act or applicable state securities laws, certificates representing Warrants, and all certificates issued in exchange therefor or in substitution thereof, shall also bear the following additional legend:

THIS WARRANT MAY NOT BE EXERCISED BY OR ON BEHALF OF ANY U.S. PERSON UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. AS USED HEREIN, THE TERMS “UNITED STATES” AND “U.S. PERSON” HAVE THE MEANINGS ASCRIBED TO THEM IN REGULATIONS UNDER THE SECURITIES ACT. HEDGING TRANSACTIONS INVOLVING SUCH SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT”.

- (q) Upon becoming a holder of the securities offered hereunder, the Subscriber shall be a beneficiary of the Registration Rights Agreement and entitled to all the rights and benefits of the Registration Rights Agreement as if they were a signatory thereto. Each such holder shall agree, if the Corporation so requests, to be subject to the terms thereof.

5.3 **Reliance on Representations, Warranties, Covenants and Acknowledgements**

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation and the Agent in determining the Subscriber’s eligibility (and, if applicable, the eligibility of others for whom the Subscriber is contracting hereunder) to purchase the securities offered hereunder under the Securities Laws. The Subscriber further agrees that by accepting the securities offered hereunder, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

6.1 Representations and Warranties and Covenants of the Corporation

By accepting this offer, the Corporation represents warrants and covenants to the Subscriber as follows:

- (a) as of the Closing Date, the Corporation been duly incorporated and will be validly existing under the laws of Delaware and will have all requisite corporate power and authority and be duly qualified to carry on its business in each of the jurisdictions in which it is now conducted and to own or lease its property and assets;
- (b) the unaudited financial statements and the notes thereto for the period ended September 30, 2007 and the audited financial statements and the notes thereto for the financial year ended December 31, 2006 fairly present, in all material respects, the consolidated financial position, results of operations, earnings and cash flow of the Corporation as at the respective dates and for the periods indicated therein and such financial statements have been prepared in accordance with United States generally accepted accounting principles that were applicable as of the date thereof applied on a consistent basis;
- (c) there has been no material adverse change in relation to the Corporation since December 31, 2006 and no adverse material fact exists in relation to the Common Shares;
- (d) immediately prior to Closing, the authorized capital of the Corporation will consist of 100,000,000 Common Shares and 20,000,000 preferred shares of which no more than 16,162,331 Common Shares are issued and outstanding as fully paid and non-assessable Common Shares in the capital of the Corporation and no preferred shares are issued and outstanding;
- (e) the Corporation is a reporting issuer under the securities legislation of Ontario;
- (f) the Corporation shall enter into the Registration Rights Agreement; and
- (g) The Corporation will not engage in any “directed selling efforts” as defined in Regulation S under the Securities Act or any form of “general solicitation” or “general advertising” as those terms are used in Regulation D under the Securities Act.

The Corporation acknowledges that the Subscriber shall also have the benefit of each of the Corporation’s representations, warranties and covenants in the Agency Agreement and the Registration Rights Agreement.

ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation 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 such maximum period of time as the Agent or the Subscriber may be entitled to commence an action under the Agency Agreement.

7.2 Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement or any certificate or document delivered pursuant to or in connection with this Subscription Agreement shall survive the Closing and, notwithstanding such Closing, any subsequent disposition by the Subscriber of any of the Units, or any investigation made by or on behalf of the Corporation or the Agent with respect thereto, shall continue in full force and effect for the benefit of the Corporation and the Agent.

ARTICLE 8 - COMMISSION

8.1 Commission to the Agent

The Subscriber understands that in connection with the issue and sale of the Units pursuant to the Offering, the Agent will receive from the Corporation, a cash commission equal to 7% of the Aggregate Subscription Price of all of the Units sold, payable at Closing. The Corporation will also grant to the Agent on the Closing Date warrants (the " **Compensation Options** ") equal to 8% of the number of Units sold pursuant to the Offering. Each Compensation Option shall be exercisable by the Agent to acquire one Common Share of the Corporation at a price of US\$0.70 per Common Share until 5:00 p.m. (Toronto time) on the date that is 24 months following the Closing. No other fee or commission is payable by the Corporation in connection with the completion of the Offering.

ARTICLE 9 - MISCELLANEOUS

9.1 Further Assurances

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.

9.2 Notices

- (a) 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:
-

- (i) in the case of the Corporation, to:

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

Attention: Horste Zerbe
Fax: (514) 331-7440

with a copy to:

ChitizPathak LLP
320 Bay Street
Suite 1600
Toronto, ON M5H 4A6

Attention: Manoj Pundit
Fax: (416) 368-0300

- (ii) in the case of the Subscriber, at the address specified on the face page hereof, with a copy to Paradigm Capital Inc. at:

Paradigm Capital Inc.
95 Wellington Street West
Suite 2101
Toronto, ON M5J 2N7

Attention: Tony Pullen
Fax: (416) 361-0769

with a copy to:

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Attention: Brad Chapman
Fax: (416) 350-6956

- (b) 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.
- (c) 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.
-

9.3 Time of the Essence

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

9.4 Costs and Expenses

Except as otherwise provided in the Agency Agreement, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

9.5 Applicable Law

This Subscription 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 Subscription 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.

9.6 Entire Agreement

This Subscription Agreement, including the Schedules hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

9.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or faxed form and the parties adopt any signature received by a receiving fax machine as original signatures of the parties.

9.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

9.9 **Enurement**

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

[The remainder of this page has been intentionally left blank]

9.10 Language

The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up on the English language. 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 dans la langue anglaise.

The Corporation hereby accepts the subscription for Units as set forth on the face page of this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable schedules) this _____ day of _____, 2008.

INTELGEX TECHNOLOGIES CORP.

Per: Authorized Signing Officer

INTELGEX TECHNOLOGIES CORP.

AMENDING LETTER RE: SUBSCRIPTION AGREEMENT FOR UNITS

TO: IntelGenx Technologies Corp.

AND TO: Paradigm Capital Inc. (the "Agent")

Reference is made to that subscription agreement (the "**Subscription Agreement**") between the undersigned Subscriber, IntelGenx Technologies Corp. ("**IntelGenx**" or the "**Corporation**") and the Agent, whereby the Subscriber agreed to purchase from the Corporation that number of Units set out therein at a price of US\$0.70 per Unit. The parties to the Subscription Agreement have agreed to amend the terms of the Subscription Agreement (the "**Amendment**") as follows:

The addition of the following term: "if the Common Shares, Warrant Shares and the common shares underlying the Compensation Options are not listed and posted for trading on the TSX Venture Exchange (the "**Listing Condition**") on or before that date that is 60 days (the "**Listing Deadline**") following the Closing Date, the Corporation shall pay to the Subscriber by way of certified cheque in funds immediately available in Toronto, Ontario that amount which is equal to 5% of the Aggregate Subscription Price paid by such Subscriber pursuant to the terms of the Subscription Agreement within 30 days of the Listing Deadline and that amount equal to 1% of the Aggregate Subscription Price paid by such Subscriber pursuant to the terms of the Subscription Agreement if the Listing Condition is not satisfied each calendar month thereafter, to a maximum of 3 months, which shall be payable within 30 days of the Corporation's subsequent interim 3 month financial period".

The Subscriber hereby accepts this Amendment to the Subscription Agreement on the terms and conditions contained in this amending letter this _____ day of _____, 2008.

Subscriber's Name

Name:
Title:

The Corporation hereby accepts this Amendment to the Subscription Agreement on the terms and conditions contained in this amending letter this _____ day of _____, 2008.

INTELGEX TECHNOLOGIES CORP.

Per: _____
Authorized Signing Officer

INTELGEX TECHNOLOGIES CORP.
REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “ **Agreement** ”) is made and entered into as of the 27th day of March, 2008 between IntelGenx Technologies Corp., a Delaware corporation (the “ **Company** ”), and Paradigm Capital Inc. (the “ **Agent** ”).

RECITALS

WHEREAS the Company proposes to issue to the Subscribers (as defined herein) units, each unit comprised of one share of common stock of the Company (the “ **Common Shares** ”) and one share purchase warrant (the “ **Warrants** ”) entitling the Subscribers 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 March 27, 2008 between the Company and the Agent (the “ **Agency Agreement** ”);

AND WHEREAS the Company proposes to issue to the Agent a compensation option exercisable for shares of common stock of the Company (“ **Broker Shares** ”) and share purchase warrants (the “ **Broker Warrants** ”) entitling the Agent to purchase shares of common stock of the Company (“ **Broker Warrant Shares** ”) pursuant to the Agency Agreement;

AND WHEREAS, pursuant to the Agency Agreement, the Company has agreed to effect the registration of the Common Shares, Warrants, Warrant Shares, Broker Shares and Broker Warrant Shares on the terms and subject to the conditions set forth therein 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 Registrable Securities;
- (b) “ **Commission** ” shall mean the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act;
- (c) “ **Exchange Act** ” shall mean the United States *Securities Exchange Act of 1934*, as amended;
- (d) “ **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;
- (e) “ **Registrable Securities** ” shall mean (i) the Common Shares, (ii) the Warrants, (iii) the Warrant Shares, (iv) the Broker Shares, (v) the Broker Warrant Shares and (vi) any shares of common stock of the Company issued as a dividend or other distribution with respect to or in exchange for or in replacement of the securities referenced in (i) to (v) above, provided, however, that Registrable Securities shall not include (a) any Common Shares sold to the public either pursuant to a registered public offering or Rule 144, or (b) any Common Shares held by a Holder that may immediately be sold under Rule 144(k);

-2-

- (f) 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;
- (g) “ **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 US\$15,000) 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;
- (h) “ **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;
- (i) “ **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;

- (j) “**Securities Act**” shall mean the United States *Securities Act of 1933*, as amended;
- (k) “**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities; and
- (l) “**Subscribers**” shall mean the persons buying Registrable Securities pursuant to 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-3, 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.

-3-

- (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 effective until all such Registrable Securities are sold or cease to be Registrable Securities;
- (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;

-4-

- (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

-5-

- (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).
- (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 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.

-6-

- (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.

-7-

- (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. MISCELLANEOUS.

3.1 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.

3.2 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.

3.3 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.

3.4 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 Agent) 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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.]

-10-

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

INTELGEX TECHNOLOGIES CORP.

Per: /s/ Horst Zerbe
Authorized Signing Officer

PARADIGM CAPITAL INC.

Per: /s/ Tony Pullen
Authorized Signing Officer

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED HEREBY SHALL NOT TRADE SUCH SECURITIES BEFORE JULY 27, 2008. RIGHTS TO TRANSFER AND ASSIGN THE SECURITIES REPRESENTED HEREBY ARE FURTHER RESTRICTED BY THE TERMS HEREOF.

THIS CERTIFICATE, AND THE COMMON SHARE PURCHASE WARRANTS EVIDENCED HEREBY, WILL BE VOID AND OF NO VALUE UNLESS EXERCISED ON OR BEFORE 5:00 P.M. (TORONTO TIME) ON MARCH 27, 2010.

THE SECURITIES REPRESENTED BY THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT PROVIDED BY REGULATION S PROMULGATED UNDER THE ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

MARCH 27, 2008

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.

COMMON SHARE PURCHASE WARRANTS

THIS IS TO CERTIFY THAT for value received ● (the "**Holder**") is the registered holder of the number of Warrants stated above and is entitled, for each whole Warrant represented hereby, to purchase one fully paid and non-assessable common share ("**Shares**") 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) on March 27, 2010 (the "**Expiry Time**") at a price per Share equal to US\$1.02, however, in the event that the Liquidity Conditions (as herein defined) are not met on or before the Penalty Date (as hereinafter defined), each Warrant shall entitle the holder thereof to purchase one Share on the same terms but at a price per share equal to US\$0.93 subject to adjustment as hereinafter provided (the "**Exercise Price**"), upon and subject to the following terms and conditions.

1. The Warrants represented by this Warrant Certificate may not be exercised in the United States or by or on behalf of a U.S. Person nor will the Shares issuable upon exercise of these Warrants be registered or delivered to an address in the United States, unless an exemption from registration under the U.S. Securities Act or the securities laws of any U.S. state 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 and the Shares issuable upon exercise of these Warrants are 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 Shares may not be traded before July 27, 2008. The Holder is advised to seek professional advice as to applicable resale restrictions.

Certificates representing the Shares issuable upon the exercise of these Warrants shall bear a legend until the expiration of the hold period indicating that they may not be traded before July 27, 2008.

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 (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.
 4. The Corporation 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; and (d) the Corporation shall use all reasonable efforts to preserve and maintain its corporate existence.
 5. The Liquidity Conditions shall be satisfied upon the satisfaction of the latest of the following conditions (the “ **Liquidity Conditions** ”): (i) the Shares being listed and commence trading on either the Toronto Stock Exchange or the TSX Venture Exchange; and (ii) the effectiveness of a resale registration statement filed with the U.S. Securities and Exchange Commission with respect to the resale in the United States of the Shares.
 6. If the Liquidity Conditions are not satisfied by July 27, 2008 (the “ **Penalty Date** ”), the Warrants shall be exercisable for Shares on the terms and conditions herein, but that the Exercise Price shall be US\$0.93.
-

7. 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 7(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 8 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 7(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 7(b); provided that the provisions of Section 11 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 7(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 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 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 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 7 with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this Section 7 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 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.
-

- (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 7, 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.
8. The following rules and procedures shall be applicable to the adjustments made pursuant to Section 7:
- (a) The adjustments provided for in Section 7 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 8.
- (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 8 (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 7, other than the events referred to in Sections 7(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 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 7 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;
- (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 7(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 7 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 21 describing such determination.
9. On the happening of each and every such event set out in Section 7, 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.
10. In any case in which Section 7 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.
11. 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.
12. 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.
13. 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 13, 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.
14. 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.
15. 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.
-

16. 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.
17. **This Warrant Certificate and the Warrants represented hereby are transferable subject to compliance with all applicable laws.**
18. No transfer of Warrants shall be valid unless made by the Holder or its executors, administrators or other legal representatives or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Corporation upon compliance with such reasonable requirements as the Corporation may prescribe, including compliance with all applicable securities legislation, and recorded on the register of holders of CW Warrants maintained by the Corporation, nor until stamp or governmental or other charges arising by reason of such transfer have been paid. The transferee of a Warrant shall, after a form of transfer, as annexed hereto as Schedule "A" is duly completed and the Warrant is lodged with the Corporation and upon compliance with all other reasonable requirements of the Corporation and the transferor or any previous holder of such Warrant, save in respect of equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction. The Corporation may treat the registered holder of any Warrant certificate as the absolute owner of the Warrants represented thereby for all purposes, and the Corporation shall not be affected by any notice or knowledge to the contrary except where the Corporation is required to take notice by statute or by order of a court of competent jurisdiction. Nothing contained herein shall confer any right upon the registered holder hereof or any other person to subscribe for or purchase any shares of the Corporation at any time subsequent to the Expiry Time. Nothing herein contained or done pursuant hereto shall obligate the Holder to purchase or pay for or the Corporation to issue any securities except those Shares in respect of which the Holder shall have exercised its right to purchase hereunder in the manner provided herein. All warrants of the Corporation shall rank *pari passu*, notwithstanding the actual date of the issue thereof. After the Expiry Time this Warrant Certificate and all rights hereunder shall be void and of no value.
19. 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.
20. 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 in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Warrant in any other jurisdiction.
21. 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 12 hereof; and
 - (b) to the Corporation at:

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

Attention: President
Telecopier: (514) 331-0436
-

2. Time is of the essence hereof.
3. 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.
4. 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.

IN WITNESS WHEREOF this Warrant Certificate has been executed on behalf of IntelGenx Technologies Corp. as of the 27th day of March, 2008.

INTELGENX TECHNOLOGIES CORP.

By: /s/ Horst G. Zerbe

Horst G. Zerbe
President and Chief Executive Officer

March 27, 2008
Paradigm Capital Inc.
95 Wellington Street West
Suite 2101
Toronto, Ontario M5J 2N7

Re: IntelGenx Technologies Corp. - Lock-Up Agreement

Gentlemen:

The undersigned, the • [insert position] and a securityholder of IntelGenx Technologies Corp. (the “ **Corporation** ”), understands that Paradigm Capital Inc. (the “ **Agent** ”), has entered into an agency agreement (the “ **Agency Agreement** ”) with the Corporation providing for a private placement offering (the “ **Offering** ”) of units comprised of a common share of the Corporation and one common share purchase warrant as more particularly described in the Agency Agreement.

The undersigned hereby agrees that during the period beginning from the date hereof and ending four months and one day from the closing of the Offering (the “ **Lock-Up Period** ”), the undersigned will not, directly or indirectly, offer, sell, negotiate contract to sell, transfer, assign, pledge, mortgage, encumber, grant any option to purchase, make any short sale or otherwise dispose of any common shares of the Corporation, or any options or warrants to purchase any common shares of the Corporation, or any securities convertible into, exchangeable for, or that represent the right to receive, common shares of the Corporation, now owned directly or indirectly by the undersigned, or under control or direction of the undersigned or with respect to which the undersigned has beneficial ownership (collectively, the “ **Undersigned’s Securities** ”) or enter into any swap, forward or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Undersigned’s Securities (regardless of whether any such arrangement is to be settled by the delivery of securities of the Corporation, securities of another person, cash or otherwise) or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing.

Notwithstanding the foregoing, the undersigned may sell, contract to sell, transfer, assign, pledge or otherwise dispose of any of the Undersigned’s Securities during the Lock-Up Period with the prior written consent of Paradigm Capital Inc., such consent not to be unreasonably withheld.

The undersigned understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned’s legal representatives, successors, and assigns, and shall enure to the benefit of the Corporation, the Agent and their legal representatives, successors and assigns.

Very truly,

[Name]

[Title]

IntelGenx Technologies Corp. announces closing of private placement

Saint Laurent, Quebec. - (March 28, 2008) - IntelGenx Technologies Corp. (the "Company") (OTCBB:IGXT) announced today that it has closed a private placement of 4,001,000 Units ("Units") at a price of US \$0.70 per unit for gross proceeds of USD\$2.8 million (the "Offering"). Each Unit consists of a common share (" **Common Share** ") of the **Company** and one common share purchase warrant (" **Warrant** "). Each Warrant entitles the holder thereof to purchase one Common Share at a price of US\$ 1.02 (" **Exercise Price** ") for a period ending 24 months after today. The proceeds of the private placement will be used to support the Company's strategic development projects and for working capital. The private placement was conducted in accordance with available exemptions from the United States Securities Act of 1933, as amended.

The Company engaged Paradigm Capital Inc. (the "Agent") to complete the private placement on a best efforts basis. The Company paid the Agent a cash commission equal to 7% of the gross proceeds of the Offering and further issued an agent's option entitling the Agent to acquire 320,080 Units at US \$0.70 per Unit within 24 months after today's date.

Pursuant to the terms of the private placement, the Company is obliged to use its best efforts to (i) have the Common Shares listed on the TSX Venture Exchange, and (ii) prepare and file with, and have declared effective by, the U.S. Securities and Exchange Commission a resale registration statement in respect of the Common Shares and the Warrants issued to subscribers as well as those issuable upon exercise of the broker warrants; (the " **Liquidity Provisions** "), all prior to 4 months after today's date. In the event that the Liquidity Provisions are not satisfied within 4 months of today's date, the Exercise Price of the Warrants shall be reduced to US\$ 0.93. Additionally, if the Company is not listed on the TSX Venture Exchange within 2 months of today's date, the Company shall: (i) pay to each subscriber under this private placement a cash penalty in the amount of 5% of the aggregate subscription price paid by the subscriber and an additional 1% of the aggregate subscription price for every subsequent calendar month thereafter that the listing is not effected, to a maximum of 3 months; and (ii) reduce the exercise price of the agent's option by 5% and an additional 1% for every subsequent calendar month thereafter that the listing is not effected.

Dr. Horst Zerbe, the Company's President and Chief Executive Officer, stated that, "Securing this funding is an important element of our continued efforts to enhance our key strategic development programs. We are confident that this financing will provide the necessary resources for these efforts."

All securities issued under the offering are subject to resale restrictions under Canadian and US securities laws. The securities issued under the transaction are subject to resale restrictions in Canada for a period of 4 months after today's date, and in the United States for a period ending on the earlier of 6 months after today's date and the effectiveness of the registration statement to be filed with the United States SEC. The Company has undertaken to file a resale registration statement with the United States Securities and Exchange Commission to register all securities issued to subscribers and the agent under the offering.

The complete details of this private placement are set forth in the Company's Current Report on Form 8-K filed today with the Securities and Exchange Commission.

ABOUT INTELGENX TECHNOLOGIES CORP.

IntelGenx Technologies Corp. is a drug delivery company focused on the development of oral controlled-release products as well as novel rapidly disintegrating delivery systems. The company 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. The company's research and development pipeline includes products for the treatment of osteoarthritis, pain management, hypertension, and smoking cessation.

Safe Harbor Statement Under The Private Securities Litigation Reform Act of 1995

Except for historical information contained herein, the statements in this news release are forward-looking statements that are made pursuant to the safe harbor provisions of the Private Securities Act of 1995. Forward-looking statements involve known and unknown risks and uncertainties, which may cause a company's actual results, performance and achievement in the future to differ materially from forecasted results, performance, and achievement. These risks and uncertainties are described in the Company's periodic filings with the Securities and Exchange Commission. The Company undertakes no obligation to publicly release the results of any revisions to these forward-looking statements that may be made to reflect events or circumstances after the date hereof, or to reflect the occurrence of unanticipated events or changes in the Company's plans or expectations.

This press release does not constitute an offer to sell, or a solicitation of an offer to purchase, any of the foregoing securities. None of the foregoing securities have been registered under the United States Securities Act of 1933, as amended, or any state securities laws and such securities may not be offered or sold within the United States or to or for the account or benefit of U.S. persons unless registered under such Act and any applicable state securities laws or an exemption from such registration is available.

CONTACT INFORMATION

IntelGenx Technologies Corp.
Dr. Horst G. Zerbe, President and CEO
T: 514-331-7440 (ext. 201)
F: 514-331-0436
horst@IntelGenx.com
www.intelgenx.com
