

As filed with the Securities and Exchange Commission on November 15, 2010
Registration No. 333-

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

IntelGenx Technologies Corp.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
Incorporation or organization)

**6425 Abrams
Saint Laurent, Quebec
H4S 1X9, Canada
Telephone (514) 331-7440**
(Address of principal executive
offices)

87-0638336
(I.R.S. Employer
Identification No.)

2006 STOCK OPTION PLAN
(Full title of the Plan)

Horst Zerbe
Chief Executive Officer
IntelGenx Technologies Corp,
6425 Abrams, Quebec, H4S 1X9
(514) 331-7440
(Name, address and telephone number, including area code, of agent for service)

Copy to:

Richard Raymer
Hodgson Russ LLP
150 King Street West, Suite 2309,
Toronto, Ontario M5H 1J9
Canada
Tel: (416) 595-5100

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer []

Accelerated filer []

Non-accelerated filer []

Smaller reporting company [X]

(Do not check if a smaller reporting company)

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered (1)	Proposed maximum offering price per share (2)	Proposed maximum aggregate offering price (3)	Amount of registration fee
Common Stock, par value \$.00001 per share	1,707,378	\$0.30	512,214	\$36.52

- (1) Pursuant to Rule 416(a), this Registration Statement also covers additional securities that may be offered as a result of stock splits, stock dividends, or similar transactions relating to the shares covered by this registration statement. In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan(s) described herein.
- (2) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457(c) and (h) and based upon the average low and high sales prices of the registrant's Common Stock on November 8, 2010, as reported on the OTC Bulletin Board.
- (3) The registrant's Amended and Restated 2006 Stock Option Plan (the "Amended 2006 Plan") authorizes the issuance of a maximum of 3,308,127 shares of the registrant's common stock, of which 1,600,749 shares were previously registered under the 2006 Stock Option Plan (the "2006 Plan") on Forms S-8, File Nos. 333-138857, filed on November 21, 2006. The contents of such prior registration statements are incorporated by reference herein. This registration statement registers an additional 1,707,378 shares under the Amended 2006 Plan.

INCORPORATION OF CONTENTS OF REGISTRATION STATEMENT BY REFERENCE

The registration statement on Forms S-8 (File Nos. 333-138857) was filed with the Securities and Exchange Commission on November 21, 2006 covering the registration of 1,600,749 shares previously authorized for issuance under the registrant's 2006 Stock Option Plan. Pursuant to Rule 429 and General Instruction E of Form S-8, this registration statement is being filed to register an additional 1,707,378 shares authorized under the Amended 2006 Plan. This registration statement should also be considered a post-effective amendment to the prior registration statements. The contents of the aforementioned registration statements are incorporated herein by reference.

PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

Not required to be filed with this Registration Statement on Form S-8 (the "Registration Statement").

Item 2. Registrant Information and Employee Plan Annual Information.

Not required to be filed with this Registration Statement.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the registrant with the Securities and Exchange Commission are hereby incorporated herein by reference:

- (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2009, filed on March 30, 2010,
- (b) Quarterly Reports on Form 10-Q for the quarters ended March 31, June 30 [and September 30] 2010, filed on May 14, August 12 and November 9 2010, respectively;
- (c) Current Reports on Form 8-K filed on March 4, 2010, April 21, 2010, May 4, 2010, May 11, 2010, May 13, 2010, June 3, 2010, June 21, 2010, July 29, 2010 and August 11, 2010, August 30, 2010; and
- (c) The description of the registrant's common stock set forth in the registration statement on Form 10SB12G, and any amendments thereto, registering the registrant's common stock under Section 12 of the Securities Exchange Act of 1934, which was filed with the Securities and Exchange Commission on July 28, 2000, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in a document incorporated by reference or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any other subsequently filed document that is also deemed to be incorporated by reference in this Registration Statement modifies or supersedes the statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under Section 145(a) of the General Corporation Law of Delaware, we may indemnify any of our officers or directors in any action other than actions by or in the right of our company, whether civil, criminal, administrative or investigative, if such director or officer acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of our company, and, with respect to any criminal action or proceedings if such director or officer has no reasonable cause to believe his conduct was

unlawful. Under Section 145(b), we may indemnify any of our officers or directors in any action by or in the right of our company against expenses actually and reasonably incurred by him in the defense or settlement of such action if such officer or director acted in good faith and in a manner he reasonably believed to be in or not opposed to our best interest, except where such director or officer shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to us, unless, on application, the Court of Chancery or the court in which such action or suit was brought shall determine that, despite the adjudication of liability, such person in view of all the circumstances is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper. Section 145(c) provides for mandatory indemnification of officers or directors who have been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b). Section 145(d) authorizes indemnification under subsections (a) and (b) in specific cases if approved by our board of directors or stockholders upon a finding that the officer or director in question has met the requisite statutory standards of conduct. Section 145(g) empowers us to purchase insurance coverage for any director, officer, employee or agent against any liability incurred by him in his capacity as such, whether or not we would have the power to indemnify him under the provisions of the Delaware General Corporation Law. The foregoing is only a summary of the described sections of the Delaware General Corporation Law and is qualified in its entirety by reference to such sections. Our bylaws provide that we shall indemnify each of our officers and directors to the fullest extent permitted by applicable law. Our certificate of incorporation also provides that, to the fullest extent permitted by the Delaware General Corporation Law, our directors shall not be liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director..

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits .

<u>Exhibit</u>	<u>Description</u>
4.1	2006 Stock Option Plan (incorporated by reference to the Form S-8 filed on November 21, 2006, SEC File Number 333-138857)
4.2	Amended and Restated 2006 Stock Option Plan (May 29, 2008) (incorporated by reference to Exhibit 10.24 to the registrants Form 10K filed March 25, 2009)
4.3	Amended and Restated 2006 Stock Option Plan (filed herewith)
5.1	Opinion of Hodgson Russ LLP as to the legality of the securities being registered (filed herewith)
23.1	Consent of Independent Registered Public Accounting Firm – RSM Chamberland Richter LLC (filed herewith)
23.3	Consent of Hodgson Russ LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page hereof)

Item 9. Undertakings .

- (a) The undersigned registrant hereby undertakes:
 - (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and prices represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference into this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person connected with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Horst G. Zerbe his or her true and lawful attorney in fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including post effective amendments) to the Registration Statement, and to sign any registration statement for the same offering covered by this Registration Statement that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post effective amendments thereto, and to file the same, with all exhibits thereto, and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, each acting alone, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Ville St- Laurent, Province of Quebec, on November 15, 2010.

INTELGEX TECHNOLOGIES CORP.

By: /s/ Horst G. Zerbe
Name: Horst G. Zerbe
Title: Chief Executive Officer and President
(Principal Executive Officer)

By: /s/ Paul A. Simmons
Name: Paul A. Simmons
Title: Chief Financial Officer,
(Principal Accounting and Financial Officer)

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

By: /s/ Horst G. Zerbe
Name: Horst G. Zerbe
Title: Director, Chief Executive Officer and President

November 15, 2010

By: /s/ Paul A. Simmons
Name: Paul A. Simmons
Title: Chief Financial Officer (Principal Accounting and
Financial Officer)

November 15, 2010

By: /s/ Bernard Boudreau
Name: Bernard Boudreau
Title: Director

November 15, 2010

By: /s/ *Ian Troup*
Name: John (Ian Troup)
Title: Director

November 15, 2010

By: /s/ *Bernd Melchers*
Name: Bernd Melchers
Title: Director

November 15, 2010

By: /s/ *Thomas Kissel*
Name: Prof. Thomas Kissel
Title: Director

November 15, 2010

By: /s/ *John Marinucci*
Name: John (Giovanni) Marinucci
Title: Director

November 15, 2010

INDEX TO EXHIBITS

<u>Exhibit</u>	<u>Description</u>
4.3	Amended and Restated 2006 Stock Option Plan <i>(filed herewith)</i>
5.1	Opinion of Hodgson Russ LLP as to the legality of the securities being registered <i>(filed herewith)</i>
23.1	Consent of Independent Registered Public Accounting Firm – RSM Chamberland Richter LLC <i>(filed herewith)</i>
23.3	Consent of Hodgson Russ LLP (included in Exhibit 5.1)

**INTELGEX TECHNOLOGIES CORP.
AMENDED AND RESTATED 2006 STOCK OPTION PLAN**

SECTION 1. PURPOSE

The purpose of the Amended and Restated 2006 Stock Option Plan (the “Plan”) of IntelGenx Technologies Corp., a Delaware corporation (the “Company”), is to provide additional incentives to key individuals who are primarily responsible for the management, success and growth of the Company by offering selected directors, officers, employees and consultants of the Company an opportunity to purchase Shares of Company Stock. The Plan provides for the grant of Options to purchase Shares. Options granted under the Plan may include NQSOs, as well as ISOs intended to qualify under Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).

Certain capitalized terms used in this Plan are defined in Section 2.

SECTION 2. DEFINITIONS

- a. “Affiliate” means a Parent or Subsidiary of the Company.
- b. “Board” means the Board of Directors of the Company.
- c. “Change In Control” means:
 - i. the sale, transfer or other disposition of all or substantially all the assets of the Company; or
 - ii. the merger or consolidation of the Company with or into another entity or any other corporate reorganization, if more than 50% of the combined voting power of the continuing or surviving entity’s securities outstanding immediately after the merger, consolidation or other reorganization is owned by persons who were not shareholders of the Company immediately prior to the merger, consolidation or other reorganization.

A transaction will not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before the transaction.

- d. “Committee” means a committee of the Board, as described in Section 3(a).
- e. “Consultant” means, in relation to the Company, an individual or Consultant Company, other than an Employee or a Director of the Company, that:
 - i. is engaged to provide on a ongoing bona fide basis, consulting, technical, management or other services to the Company or to an Affiliate of the Company, other than services provided in relation to a distribution of securities;
 - ii. provides the services under a written contract between the Company or the Affiliate and the individual or the Consultant Company;

iii. in the reasonable opinion of the Company, spends or will spend a significant amount of time and attention on the affairs and business of the Company or an Affiliate of the Company; and

iv. has a relationship with the Company or an Affiliate of the Company that enables the individual to be knowledgeable about the business and affairs of the Company.

f. "Consultant Company" means for an individual consultant, a company or partnership of which the individual is an employee, shareholder or partner."

g. "Director" means a member of the Board.

h. "Employee" means any individual who is a common-law employee of the Company or an Affiliate.

i. "Exercise Price" means the amount for which one Share may be purchased when an Option is exercised, as specified by the Board in the applicable Stock Option Agreement.

j. "Fair Market Value," as of a particular date, will be determined with reference to the closing price of a Share on the TSX Venture Exchange of the last trading day prior to the date of determination.

k. "Insider" if used in relation to the Company, means:

i. a director or senior officer of the Company;

ii. a director or senior officer of a company that is an Insider or subsidiary of the Company;

iii. a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all outstanding Shares of the Company, or

iv. the Company itself if it holds any of its own securities.

m. "Investor Relations Activities" means any activities or oral or written communications, by or on behalf of the Company or shareholder of the Company, that promote or reasonably could be expected to promote the purchase or sale of securities of the Company, but does not include:

i. the dissemination of information provided, or records prepared, in the ordinary course of business of the Company

(a) to promote the sale of products or services of the Company, or

(b) to raise public awareness of the Company,

that cannot reasonably be considered to promote the purchase or sale of securities of the Company;

ii activities or communications necessary to comply with the requirements of:

(a) applicable securities laws,

(b) the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Company; or

iii communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if:

(a) the communication is only through the newspaper, magazine or publication, and

(b) the publisher or writer receives no commission or other consideration other than for acting in the capacity of publisher or writer; or

iv. activities or communications that may be otherwise specified by the TSX-V. 1. "ISO" means an employee incentive stock option described in Section 422(b) of the Code. m. "NQSO" means a stock option not described in Section 422(b) of the Code.

n. "Option" means an ISO or NQSO granted under the Plan that entitles the holder to purchase Shares.

o. "Optionee" means a person who holds an Option.

p. "Parent" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in the chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan will be considered a Parent commencing as of that date.

q. "Service" means service as an Employee, Consultant or Director.

r. "Share" means one share of Stock issuable when an Option is exercised, as adjusted in accordance with Section 8 (if applicable).

s. "Stock" means the Common Stock of the Company.

t. "Stock Option Agreement" means the agreement or other instrument between the Company and an Optionee that evidences and sets forth the terms, conditions and restrictions pertaining to Optionee's Option.

u. "Subsidiary" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in the chain. A corporation that attains the status of a

Subsidiary on a date after the adoption of the Plan will be considered a Subsidiary commencing as of that date. v. “TSX-V” means the TSX Venture Exchange.

SECTION 3. ADMINISTRATION

a. Committees of the Board. The Plan may be administered by one or more Committees. A Committee will consist of one or more members of the Board, and will have the authority and be responsible for those functions assigned to it by the Board. The Board will appoint and remove members of a Committee in its discretion and in accordance with applicable laws. If no Committee is appointed, the entire Board will administer the Plan. Any reference to the Board in the Plan will be construed as a reference to the Committee, if any, to which the Board assigns a particular function in connection with the Plan.

b. Powers of the Board. Subject to the provisions of the Plan, the Board has the power to:

- i. Grant Options;
- ii. Determine, in accordance with Section 2(j), the Fair Market Value of the Stock subject to Options;
- iii. Determine the Exercise Price of Options granted;
- iv. Determine the persons to whom, and the time or times at which, Options will be granted, and the number of Shares subject to each Option;
- v. Determine the terms and provisions of each Option granted, including but not limited to, the time or times at which Options will be exercisable;
- vi. Prescribe, amend, or rescind any rules and regulations necessary or appropriate for the administration of the Plan;
- vii. Authorize any person to execute on behalf of the Company any instrument evidencing the grant of an Option;
- viii. Correct any defect, supply any deficiency, and reconcile any inconsistency in the Plan or in any related Option or agreement; and
- ix. Make other determinations and take such other action in connection with the administration of the Plan as it deems necessary or advisable.

c. Delegation of Duties. The Board may delegate non-discretionary administrative duties to such employees of the Company as it deems proper and may direct appropriate officers of the Company to implement its rules, regulations and determinations and to execute and deliver on behalf of the Company such documents, forms, agreements and other instruments as are deemed by the Board to be necessary for the administration and implementation of the Plan.

d. Interpretation of Plan. The Board has the power to interpret and construe the Plan

and all related Options and agreements. All decisions, interpretations and determinations of the Board with respect to the Plan will be final and binding on all Optionees and all persons deriving their rights from Optionees.

e. Indemnification. Each member of the Board is indemnified and held harmless by the Company against any cost or expense (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the Plan to the extent permitted by applicable law. This indemnification is in addition to any rights of indemnification a member may have as a Director or otherwise under the by-laws of the Company or an Affiliate, any agreement, any vote of shareholders or disinterested directors, or otherwise.

f. Disinterested Shareholder Approval. The Board shall obtain disinterested shareholder approval in the event of any reduction in the exercise price of any Option granted under the Plan to an Optionee who is an Insider of the Company.

SECTION 4. ELIGIBILITY

a. General Rule. NQSOs may be granted to Employees, Consultants and Directors. Only Employees are eligible to receive ISOs. The company represents that for Options granted to Employees, Consultants or Directors the Optionee is a bona fide Employee, Consultant or Director, as the case may be.

b. Ten-Percent Shareholders. An individual who owns more than 10% of the total combined voting power of all classes of outstanding shares of the Company or any of its Affiliates (as determined in accordance with Section 424(d) of the Code) will not be eligible for the grant of an ISO unless (i) the Exercise Price is at least 110% of the Fair Market Value of a Share on the date of grant and (ii) the Option by its terms is not exercisable after the expiration of 5 years from the date of grant.

SECTION 5. STOCK SUBJECT TO PLAN

a. Basic Limitation. The aggregate number of Shares that may be issued under the Plan on exercise of Options must not exceed 3,308,127 Shares, par value \$.00001 per Share, subject to adjustment pursuant to Section 8. Shares offered under the Plan may be authorized but unissued Shares or treasury Shares. The number of Shares that are subject to Options outstanding at any time under the Plan must not exceed the number of Shares that then remain available for issuance under the Plan. The Company, during the term of the Plan, at all times will reserve and keep available sufficient Shares to satisfy the requirements of the Plan.

b. Additional Shares. In the event that any outstanding Option for any reason expires or is canceled or otherwise terminates, the Shares allocable to the unexercised portion of that Option again will be available for purposes of the Plan. If Shares issued under the Plan are reacquired by the Company, those Shares again will be available for purposes of the Plan.

SECTION 6. TERMS AND CONDITIONS OF OPTIONS

a. Stock Option Agreement. Each grant of an Option under the Plan will be evidenced by a Stock Option Agreement between the Optionee and the Company. The Option will be subject to terms and conditions that are consistent with the Plan and that the Board deems appropriate for

inclusion in a Stock Option Agreement. The provisions of Stock Option Agreements entered into under the Plan need not be identical.

b. Number of Shares. Each Stock Option Agreement will specify the number of Shares that are subject to the Option and will provide for the adjustment of that number in accordance with Section 8. The Stock Option Agreement also will specify whether the Option is an ISO or NQSO. However, if any portion of an Option does not meet the requirements to qualify as an ISO, that portion will be an NQSO.

c. Exercise Price. Each Stock Option Agreement will specify the Exercise Price. The Exercise Price under any Option will be determined by the Board in its sole discretion, except that the Exercise Price may not be less than 100% of the Fair Market Value of a Share on the date of grant, and any higher percentage required by Section 4(b).

d. Limitation on Amount. To the extent that the aggregate Fair Market Value (determined with respect to each ISO as of the time the ISO is granted) of the Shares with respect to which ISOs are exercisable for the first time by an Optionee during any calendar year (under all Plans of the Company and its Affiliates) exceeds \$100,000, the option or portions of the option that exceed the limit (according to the order in which they were granted) will be treated as NQSOs.

e. Withholding Taxes. As a condition to the exercise of an Option, the Optionee will make such arrangements as the Board may require for the satisfaction of any federal, state, local or foreign withholding tax obligations that may arise in connection with the exercise. The Optionee also will make such arrangements as the Board may require for the satisfaction of any withholding tax obligations that may arise in connection with the disposition of Shares acquired by exercising an Option.

f. Vesting and Exercisability. Each Stock Option Agreement will specify when all or any installment of the Option becomes exercisable. Subject to TSX-V approval, Options shall vest as follows. All Options granted to individuals other than non-employee Directors will have a total vesting period of 24 months from the date of grant, with one quarter of the total Options granted vesting and becoming exercisable every six months. Options granted to non-employee Directors will vest and become 100% fully exercisable immediately upon grant. Options granted to Consultants, specifically Consultants engaged in investor relation activities, shall vest over 12 months, with $\frac{1}{4}$ of the total Options vesting every 3 months.

g. Accelerated Exercisability. Unless the applicable Stock Option Agreement provides otherwise, if the Company is subject to a Change in Control before the Optionee's Service terminates, all of an Optionee's Options will become exercisable in full, subject to such terms and conditions as the Board, in its sole discretion, deems appropriate.

h. Basic Term. The Stock Option Agreement will specify the term of the Option. The Board in its sole discretion may determine when an Option is to expire, except that the term may not exceed 5 years from the date of grant, or such other period of time as may be permissible pursuant to the rules of the TSX-V or other applicable stock exchange, and any shorter term required by Section 4(b).

i. Nontransferability. Options are non-assignable and non-transferable, except pursuant to a legal Conveyance resulting from the death of an Optionee to that optionee's heirs or administrators.

j. Termination of Service (Except by Death). Unless otherwise provided in an Optionee's Stock Option Agreement, if an Optionee's Service terminates for any reason other than the Optionee's death, then the Optionee's Options will expire on the earliest of the following:

i. The expiration date determined pursuant to subsection (h) above;

ii. The date that is three months after the date of the termination of the Optionee's Service (or such other date not less than 30 days after termination as is specified in the Option Agreement or by amendment thereof), provided that Options granted to an Optionee who is engaged in Investor Relations Activities shall expire within 30 days after the Optionee ceases to be employed to provide Investor Relations Activities; or

The Optionee may exercise all or part of his or her Options at any time before the expiration of the Options under this subsection, but only to the extent that the Options had become exercisable before the date the Optionee's Service terminated (or became exercisable as a result of the termination). The balance of the Options will lapse when the Optionee's Service terminates. If the Optionee dies after the termination of his or her Service but before the expiration of the Optionee's Options, all or part of the exercisable Options may be exercised at any time within 12 months after the death of the Optionee (or any longer period specified in the Option Agreement), provided that no Options may be exercised after the expiration date determined under subsection (h) above. The Option may be exercised by the Optionee, by the executors or administrators of the Optionee's estate or by any person who has acquired the Options directly from the Optionee by beneficiary designation, bequest or inheritance. For purposes of this subsection (j), date of termination means the date the Optionee is given notice of termination by the Company. If exercise of the Option under subsection (ii) above would result in liability for the Optionee under Section 16(b) of the Securities Exchange Act of 1934, then the three-month period automatically will be extended until the tenth day following the last date upon which the Optionee has any liability under Section 16(b), provided that no Options may be exercised after the expiration date provided under subsection (h).

k. Leaves of Absence. For purposes of subsection (j) above, Service will be deemed to continue while the Optionee is on sick leave, military leave or other bona fide leave of absence approved by the Company in writing, if the period of the leave does not exceed 90 days or, if longer, if the Optionee's right to reemployment by the Company or any Affiliate is guaranteed either contractually or by statute, or if continued crediting of Service for this purpose is expressly required by the terms of the leave or by applicable law (as determined by the Company).

l. Death of Optionee. If an Optionee dies while in Service, then his or her Options expire on the earlier of the following dates:

i. The expiration date determined pursuant to subsection (h) above; or

ii. The date that is 12 months after the Optionee's death.

At any time before the expiration of the Options under the preceding sentence, all or part of the Optionee's Options may be exercised by the executors or administrators of the Optionee's estate or by any person who has acquired the Options directly from the Optionee by beneficiary designation, bequest or inheritance, or in the case of NQSOs only, by other transfer, if permitted, but in any event only to the extent that the Options had become exercisable before the Optionee's death or became exercisable as a result of death. The balance of the Options will lapse when the Optionee dies.

m. No Rights as a Shareholder. An Optionee, or a transferee of an Optionee, has no rights as a shareholder with respect to any Shares covered by an Option prior to the date of issuance to the Optionee or transferee of a certificate or certificates for the Shares.

n. Modification, Extension and Assumption of Options. Within the limitations of the Plan, the Board may modify or extend outstanding Options. However, without the consent of the Optionee, no modification may impair the Optionee's rights or increase the Optionee's obligations under the Option.

o. Restrictions on Transfer of Shares. Any Shares issued on exercise of an Option will be subject to such special forfeiture conditions, rights of repurchase, rights of first refusal and other transfer restrictions as the Board may determine. These restrictions will be set forth in the applicable Stock Option Agreement and will apply in addition to any restrictions that may apply to holders of Shares generally. The Company will be under no obligation to sell or deliver Shares on exercise of Options under the Plan unless the Optionee executes an agreement giving effect to the restrictions in the form prescribed by the Company.

p. Additional Grants. If otherwise eligible, an Optionee may be granted an additional Option or Options under this Plan or any other share option or purchase plan of the Company.

q. Buyout Provisions. The Board may at any time offer to buy out for a payment in cash or Shares, an Option previously granted, based on such terms and conditions as the Board establishes and communicates to the Optionee at the time that the offer is made. Any buyout of Options is conditional to the prior approval of the TSX-V. There is no assurance that the TSX-V would grant such approval.

r. Annual Limits. Subject to the policies of the TSX-V and obtaining disinterested shareholder approval, an Optionee may receive grants of no more than 5% of the outstanding Shares of the Company in any 12-month period.

s. Annual Consultant Limits. No more than 2% of the outstanding Shares of the Company may be granted to any one Consultant in any 12-month period.

t. Annual Investor Relation Limits. No more than an aggregate of 2% of the outstanding Shares of the Company may be granted to an Employee conducting Investor Relations in any 12 month period.

SECTION 7. PAYMENT FOR SHARES

a. General Rule. The entire Exercise Price of Shares issued under the Plan is payable in cash or certified cheque when the Shares are purchased.

SECTION 8. ADJUSTMENT OF SHARES

a. General. If the outstanding shares of Stock of the Company are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the

Company through a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar transaction, the Board may make such appropriate and proportionate adjustments as it deems necessary or appropriate in one or more of (i) the number and class of Shares specified in Section 5, (ii) the number of Shares covered by each outstanding Option and (iii) the Exercise Price under each outstanding Option. The Company is not required to issue fractional Shares as a result of any such adjustments.

b. Mergers and Consolidations . In the event that the Company is a party to a merger, consolidation or other reorganization, the Board may provide that outstanding Options will be subject to the agreement of merger, consolidation or other reorganization, which agreement, without the Optionees' consent, may provide for the cancellation of each outstanding Option after payment to the Optionee of an amount in cash or cash equivalents equal to (i) the Fair Market Value of the Shares subject to the Option at the time of the merger, consolidation or other reorganization minus (ii) the Exercise Price of the Shares subject to the Option.

c. Reservation of Rights . Except as provided in this Section, an Optionee has no rights by reason of (i) any subdivision or consolidation of shares of any class, (ii) the payment of any dividend or (iii) any other increase or decrease in the number of shares of any class. Any issuance by the Company of shares of Stock of any class, or securities convertible into shares of Stock of any class, will not affect the number or Exercise Price of Shares subject to an Option. The grant of an Option pursuant to the Plan will not affect in any way the right or power of the Company to make adjustments, reclassifications, reorganizations or changes of its capital or business structure, to merge or consolidate or to dissolve, liquidate, sell or transfer all or any part of its business or assets.

SECTION 9. CONDITIONS UPON ISSUANCE OF SHARES

a. Securities Law Requirements . Shares may not be issued under the Plan unless the issuance and delivery of these Shares comply with (or are exempt from) all applicable requirements of law, including (without limitation) the Securities Act of 1933, as amended, the rules and regulations promulgated under it, state and federal securities laws and regulations, and the regulations of any stock exchange or other securities market on which the Company's securities then may be traded.

b. Investment Representations . As a condition to the exercise of an Option, the Board may require the person exercising the Option to represent and warrant at the time of exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute the Shares if, in the opinion of counsel for the Company, such a representation is required.

c. Inability to Obtain Authority . The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares under this Plan, will relieve the Company of any liability in respect of the failure to issue or sell those Shares as to which the requisite authority has not been obtained.

SECTION 10. NO RETENTION RIGHTS

Nothing in the Plan or in any Option granted under the Plan will confer on the Optionee any right to continue in Service for any period of time or will interfere with or otherwise restrict in any way the rights of the Company (or any Affiliate) or of the Optionee, which rights are expressly reserved by each, to terminate his or her Service at any time and for any reason.

SECTION 11. DURATION AND AMENDMENTS

a. Term of the Plan. The Plan is effective on August 10, 2006, the date of its adoption by the Board and the shareholders. The Plan will terminate automatically on August 10, 2016, 10 years after its adoption by the Board, and may be terminated on any earlier date pursuant to subsection (b) below.

b. Right to Amend or Terminate the Plan. The Board may amend, suspend or terminate the Plan at any time and for any reason, subject to the prior approval of the TSX Venture Exchange. However, any amendment of the Plan that increases the number of Shares available for issuance under the Plan (except as provided in Section 8), or that materially changes the class of persons who are eligible for the grant of Options, is subject to the approval of the Company's shareholders. Shareholder approval will not be required for any other amendment of the Plan.

c. Effect of Amendment or Termination. No Shares will be issued or sold under the Plan after its termination, except on exercise of an Option granted prior to the termination. No amendment, suspension, or termination of the Plan will, without the consent of the holder, alter or impair any rights or obligations under any Option previously granted under the Plan.

SECTION 12. APPLICABLE LAW

The Plan and all Options granted under it will be construed and interpreted in accordance with, and governed by, the laws of the State of Delaware, other than its laws regarding choice of law.

SECTION 13. EXECUTION

To record the adoption of the Plan by the Board, the Company has caused its authorized officer to execute it.

INTELGEX TECHNOLOGIES CORP.

By: _____
Title: Chief Executive Officer
Dated: June 3, 2010

Richard B. Raymer, Esq.
Partner
Direct Dial: 416.595.2681
Facsimile: 416.595.5021
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November 15, 2010

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

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to IntelGenx Technologies Corp., a Delaware corporation, (the "Company") in connection with the filing with the Securities and Exchange Commission (the "Commission") on November 15, 2010 of a registration statement on Form S-8 (the "Registration Statement"), which relates to the registration of 1,707,378 shares of the common stock, par value \$.00001 per share, of the Company (the "Common Shares") to be issued by the Company under the Company's Amended and Restated 2006 Stock Option Plan (the "Plan").

This letter is being furnished at your request and in accordance with the requirements of Item 601(b)(5) of Regulation SB under Securities Act of 1933, as amended, (the "Act").

The opinion set forth in this letter is subject to the following qualifications:

1. In giving the opinion set forth in this letter, we have examined originals or copies, certified or otherwise identified to our satisfaction, of (a) the Registration Statement, (b) the Plan, (c) the Certificate of Incorporation and the By-Laws of the Company, (d) such evidence of incumbency of directors and officers of the Company as we have deemed appropriate, (e) such evidence of the corporate proceedings of the Company as we have deemed appropriate, (f) a Secretary's Certificate, dated November 15, 2010, executed by Ingrid Zerbe, the Secretary of the Company, (g) such certificates of public officials as we have deemed appropriate and (h) such agreements and instruments as we have deemed appropriate.

2. We have assumed without any inquiry or other investigation (a) the legal capacity of each natural person, (b) the genuineness of signatures, the authenticity of any document submitted to us as an original, the conformity to the original of any document submitted to us as a copy and the authenticity of the original of any document submitted to us as a copy and (c) the accuracy on the date of this letter as well as on the date made of each statement as to any factual matter made in any document submitted to us.

3. We do not express any opinion concerning any law other than the General Corporation Law of the State of Delaware, the provisions of the Constitution of the State of

Delaware relating to corporations and reported judicial decisions addressing the General Corporation Law of the State of Delaware and such provisions of the Constitution of the State of Delaware (collectively the "General Corporation Law of the State of Delaware").

4. The opinion set forth in this letter deals only with the specific legal issue or issues it explicitly addresses and does not address any other matter (including, but not limited to, except as expressly set forth in such opinion, any matter concerning the contents of the Registration Statement).

5. This letter is given without regard to any change after the date of this letter with respect to any factual or legal matter, and we disclaim any obligation to notify you of any such change or any effect of any such change on the opinion set forth in this letter.

Subject to the qualifications set forth in this letter, it is our opinion that the under the General Corporation Law of the State of Delaware and the Certificate of Incorporation and the By-Laws of the Company (1) the Common Shares have been duly authorized for issuance and (2) when the Common Shares are issued in accordance with the Plan, the Common Shares will be legally issued, fully paid and nonassessable.

We consent to the use of this letter as an exhibit to the .Registration Statement and to the references to us under the heading "Legal Matters" in the Prospectus that is a part of the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

HODGSON RUSS LLP

By /s/ Richard Raymer
Richard B. Raymer

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Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8, of IntelGenx Technologies Corp. of our report dated March 29, 2010, relating to our audits of the consolidated financial statements of IntelGenx Technologies Corp. as of and for the years ended December 31, 2009 and 2008 appearing in this Registration Statement.

RSM Richter Chamberland LLP (Signed)

Chartered Accountants

Montréal, Canada
November 11, 2010
