



**ANNUAL AND SPECIAL MEETING
OF SHAREHOLDERS**

TO BE HELD ON THURSDAY, DECEMBER 15, 2016

**NOTICE OF MEETING
AND MANAGEMENT INFORMATION CIRCULAR**

THIS NOTICE OF MEETING AND MANAGEMENT INFORMATION CIRCULAR IS FURNISHED IN CONNECTION WITH THE SOLICITATION BY THE MANAGEMENT OF RESVERLOGIX CORP. OF PROXIES TO BE VOTED AT THE ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF RESVERLOGIX CORP. TO BE HELD ON THURSDAY, DECEMBER 15, 2016.

**TO BE HELD AT:
Mount Royal University
Ross Glen Hall, Room EC1040
4825 Mount Royal Gate SW
Calgary, Alberta**

At 9:00 a.m. (Calgary Time)

Dated: November 3, 2016

RESVERLOGIX CORP.

NOTICE OF ANNUAL AND SPECIAL MEETING TO BE HELD ON DECEMBER 15, 2016

To: The holders of common shares (the “**Common Shares**”):

TAKE NOTICE that an Annual and Special Meeting (the “**Meeting**”) of the shareholders of Resverlogix Corp. (the “**Corporation**”) will be held on Thursday, December 15, 2016 at 9:00 a.m. (Calgary time), at Mount Royal University, Ross Glen Hall, Room EC1040, 4825 Mount Royal Gate SW, Calgary, Alberta for the following purposes:

1. to receive the audited financial statements of the Corporation for the year ended April 30, 2016 and the report of the auditors thereon, and the unaudited financial statements of the Corporation for the interim period ended July 31, 2016;
2. to set the number of directors to be elected at the Meeting at six (6);
3. to elect directors for the ensuing year as described in the Management Information Circular accompanying this Notice (the “**Management Information Circular**”);
4. to appoint auditors for the ensuing year and to authorize the directors to fix the remuneration to be paid to the auditors;
5. to consider, and if thought fit, pass an ordinary resolution approving the adoption of a Deferred Share Unit Plan of the Corporation as more particularly set forth in the accompanying Management Information Circular;
6. to consider, and if thought fit, pass a special resolution approving an amendment to the Corporation's articles to change the rights, privileges, restrictions and conditions in respect of the Royalty Preferred Shares (the “**Royalty Preferred Share Amendment**”), as more particularly described in the Management Information Circular; and
7. to transact such other business that may properly come before the Meeting or adjournments thereof.

The details of all matters to be put before shareholders at the Meeting are set forth in the Management Information Circular accompanying this Notice of Meeting. At the Meeting, shareholders will be asked to approve each of the foregoing items.

The board of directors has fixed the close of business on November 1, 2016 as the record date for determining holders of Common Shares who are entitled to notice of and to attend and vote at the Meeting.

Holders of Common Shares who are unable to be present at the Meeting are requested to date, execute and return the accompanying form of proxy to the Corporation's registrar and transfer agent, Computershare Trust Company of Canada, 8th Floor, 100 University Avenue, Toronto, Ontario, M5J 2Y1 (Attention: Proxy Department), prior to 9:00 a.m., Calgary time, on December 13, 2016, or at least forty-eight (48) hours, excluding Saturdays, Sundays and statutory holidays, preceding any adjournment of the Meeting. Late proxies may be accepted or rejected by the Chairman of the Meeting in his discretion, and the Chairman is under no obligation to accept or reject any particular late proxy.

Your participation as a shareholder is very important to the Corporation. Please ensure your Common Shares are represented at the Meeting.

DATED at Calgary, Alberta, this 3rd day of November, 2016.

BY ORDER OF THE BOARD OF DIRECTORS

(signed) *"Donald J. McCaffrey"*

Donald J. McCaffrey
President, CEO and Secretary

RESVERLOGIX CORP.

MANAGEMENT INFORMATION CIRCULAR

**For the Annual and Special Meeting of Shareholders
to be held on Thursday, December 15, 2016**

PROXIES

Solicitation of Proxies

This Management Information Circular is furnished in connection with the solicitation of proxies by the management of Resverlogix Corp. (the "**Corporation**") for use at the Annual and Special Meeting of the holders (the "**Shareholders**") of common shares (the "**Common Shares**") of the Corporation to be held on Thursday, December 15, 2016, at Mount Royal University, Ross Glen Hall, Room EC1040, Calgary, Alberta at 9:00 a.m. (Calgary time) and at any adjournment thereof (the "**Meeting**"), for the purposes set forth in the accompanying Notice of Meeting. Only Shareholders of record at the close of business on November 1, 2016 (the "**Record Date**") are entitled to notice of, and to attend and vote at, the Meeting, unless a Shareholder has transferred any Common Shares subsequent to that date and the transferee Shareholder establishes ownership to the Common Shares and demands, not later than 10 days before the Meeting, that the transferee's name be included on the list of Shareholders.

Notice to Beneficial Holders of Common Shares

The information set forth in this section is of significant importance to many Shareholders of the Corporation, as a substantial number of the Shareholders do not hold Common Shares in their own name. Shareholders who do not hold their Common Shares in their own name (referred to herein as "**Beneficial Shareholders**") should note that only proxies deposited by Shareholders whose names appear on the records of the Corporation as the registered holders of Common Shares can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Corporation. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms). Common Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, the brokers/nominees are prohibited from voting Common Shares for their clients. The Corporation does not know for whose benefit the Common Shares registered in the name of CDS & Co. are held.

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of securityholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Common Shares are voted at the Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered Shareholders; however, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Beneficial Shareholder. The majority of brokers now delegate responsibility for obtaining voting instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable "voting instruction form" in lieu of the form of proxy. Beneficial Shareholders are requested to complete and return the voting instruction form to Broadridge by mail or facsimile. Alternatively, Beneficial Shareholders can call a toll-free telephone number or access Broadridge's dedicated voting website (each as noted on the voting instruction form) to deliver their voting instructions and vote the Common Shares held by them. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Common Shares to be represented at the Meeting. A Beneficial Shareholder receiving a voting instruction form cannot use that

voting instruction form to vote Common Shares directly at the Meeting. The voting instruction form must be returned as directed by Broadridge well in advance of the Meeting in order to have the Common Shares voted. Beneficial Shareholders who receive forms of proxies or voting materials from organizations other than Broadridge should complete and return such forms of proxies or voting materials in accordance with the instructions on such materials in order to properly vote their Common Shares at the Meeting.

Beneficial Shareholders who wish to appear in person and vote at the Meeting must appoint themselves as proxy by inserting their name in the blank space on the Form of Proxy or voting instruction form provided to them and return same to their broker (or the broker's agent) in accordance with the instructions provided by such broker.

Management of the Corporation does not intend to pay for intermediaries to forward to objecting beneficial owners under National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* the Meeting materials and Form 54-101F7 – Request for Voting Instructions Made by Intermediary, and in the case of an objecting beneficial owner, the objecting beneficial owner will not receive the Meeting materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

Notice-And-Access

The Corporation has elected to use the "notice-and-access" provisions under National Instrument 54-101 *Communications with Beneficial Owners of Securities of a Reporting Issuer* for the Meeting in respect of the mailing of the Meeting materials, to the Beneficial Shareholders, but not in respect of the registered Shareholders. The notice-and-access provisions are a set of rules developed by the Canadian Securities Administrators that reduce the volume of materials required to be physically mailed to shareholders by allowing a reporting issuer to post its proxy-related meeting materials online.

The Corporation has also elected to use stratification procedures in relation to the use of the notice-and-access provisions. Stratification occurs when a reporting issuer using the notice-and-access provisions provides a paper copy of the management information circular and notice of meeting and, if applicable, a paper copy of the annual financial statements and related management's discussion and analysis, to some but not all of its shareholders. In relation to the Meeting, the Corporation's registered Shareholders will receive a paper copy of the Notice of Meeting, the Management Information Circular, a form of proxy and the annual financial statements and related management's discussion and analysis. All Beneficial Shareholders will receive a notice-and-access notification and a proxy or voting instruction form and only those Beneficial Shareholders who responded to the supplemental mail card pursuant to National Instrument 51-102 will receive a copy of the annual financial statements and related management's discussion and analysis.

Appointment and Revocation of Proxies

Shareholders that cannot attend the Meeting in person are requested to complete, sign, date and return the accompanying form of proxy ("**Form of Proxy**"). The instrument appointing a proxy shall be in writing and shall be executed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. In order to be effective, the proxy must be deposited at the office of the Corporation's transfer agent, Computershare Trust Company of Canada ("**Computershare**"), Proxy Department, 8th Floor, 100 University Avenue, Toronto, Ontario, Canada, M5J 2Y1, or by phone at 1-866-732-8683, or by internet at www.investorvote.com, not later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the Meeting.

The persons named in the Form of Proxy are officers of the Corporation. A person or corporation submitting the form of proxy has the right to appoint a person (who does not have to be a Shareholder) to be their representative at the Meeting, other than the persons designated in the Form of Proxy furnished by the Corporation. Such appointment may be exercised by inserting the

name of the appointed representative in the blank space provided for that purpose. A Shareholder should notify the nominee of his or her appointment, obtain his or her consent to act as proxy and should instruct him or her as to how the Shareholder's Common Shares are to be voted.

A Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. If a person who has given a proxy attends personally at the Meeting such person may revoke the proxy and vote in person. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or his or her attorney authorized in writing or, if the Shareholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized, and deposited at the Corporation's registered office at Suite 600, 815 - 8th Avenue SW, Calgary, Alberta, T2P 3P2, at any time prior to 4:30 p.m. (Calgary time) on the last business day preceding the day of the Meeting at which the proxy is to be used, or with the chairman of the Meeting on the day of the Meeting, and upon either of such deposits, the proxy is revoked.

Voting by Internet

The Corporation's Shareholders may use the internet site at www.investorvote.com to transmit their voting instructions. Shareholders should have the form of proxy in hand when they access the web site. Shareholders will be prompted to enter their Control Number, which is located on the form of proxy. If Shareholders vote by internet, their vote must be received not later than 9:00 a.m. (Calgary time) on December 13, 2016 or 48 hours prior to the time of any adjournment of the Meeting. **The website may be used to appoint a proxy holder to attend and vote on a Shareholder's behalf at the Meeting and to convey a Shareholder's voting instructions. Please note that if a Shareholder appoints a proxy holder and submits their voting instructions and subsequently wishes to change their appointment, a Shareholder may resubmit their proxy and/or voting direction, prior to the deadline noted above. When resubmitting a proxy, the most recently submitted proxy will be recognized as the only valid one, and all previous proxies submitted will be disregarded and considered as revoked, provided that the last proxy is submitted by the deadline noted above.**

Persons Making the Solicitation

This solicitation is made on behalf of management of the Corporation. The costs incurred in the preparation and mailing of the Form of Proxy, Notice of Meeting and this Management Information Circular and the solicitation of proxies will be borne by the Corporation. In addition to the use of mail, proxies may be solicited by personal interviews, or by other means of communication or by the directors, officers and employees of the Corporation, who will not be remunerated therefor.

Exercise of Discretion by Proxies

The Common Shares represented by proxies in favour of management nominees will be voted or withheld from voting on any poll at the Meeting and where the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted in accordance with the specification so made.

In the absence of such specification, such Common Shares will be voted IN FAVOUR of the matters to be acted upon as set out herein. The persons appointed under the Form of Proxy furnished by the Corporation are conferred with discretionary authority with respect to amendments or variations of those matters specified in the Form of Proxy and Notice of Meeting and with respect to any other matters which may properly be brought before the Meeting. In the event that amendments or variations to matters identified in the Notice of Meeting or any other matters are properly brought before the Meeting, it is the intention of the persons designated in the enclosed Form of Proxy to vote in accordance with their best judgment on such matter. At the time of printing this Management Information Circular, the management of the Corporation knows of no such amendment, variation or other matter.

Quorum

The by-laws of the Corporation provide that a quorum of Shareholders is present at a meeting of shareholders of the Corporation if at least two persons are present in person or by proxy representing not less than five percent (5%) of the outstanding shares of the Corporation entitled to be voted at the meeting.

VOTING SHARES AND PRINCIPAL HOLDERS THEREOF

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of Preferred Shares and 75,202,620 Royalty Preferred Shares. As at the effective date of this Management Information Circular (the “**Effective Date**”), which is November 3, 2016, the Corporation has 105,426,757 Common Shares issued and outstanding, nil Preferred Shares issued and outstanding and 75,202,620 Royalty Preferred Shares issued and outstanding.

The Common Shares are the only shares entitled to be voted at the Meeting. Holders of Common Shares of record at the close of business on the Record Date are entitled to vote such Common Shares at the Meeting on the basis of one vote for each Common Share held except to the extent that, (a) the holder has transferred the ownership of any of his Common Shares after the Record Date, and (b) the transferee of those Common Shares produces properly endorsed share certificates, or otherwise establishes that he owns the Common Shares, and demands not later than (10) days before the day of the Meeting that his name be included in the list of persons entitled to vote at the Meeting, in which case the transferee will be entitled to vote his Common Shares at the Meeting.

Except as set forth below, to the knowledge of the directors and the executive officers of the Corporation, as at the Effective Date, no person or company beneficially owns or controls or directs, directly or indirectly, voting securities carrying 10% or more of the voting rights attached to any class of voting securities of the Corporation.

Beneficial Owner	Number of Common Shares Held	Percentage of Outstanding Common Shares
Eastern Capital Limited Cayman Islands	20,565,307	19.5%
Shenzhen Hepalink Pharmaceutical Co., Ltd. China	13,270,000	12.6%

MATTERS TO BE ACTED UPON AT THE MEETING

1. Presentation of Financial Statements

The consolidated financial statements of the Corporation for the year ended April 30, 2016, together with the auditors' report on those financial statements, have been mailed to the registered Shareholders of the Corporation and those Beneficial Shareholders who responded to the Corporation's supplemental mail list card. The unaudited financial statements of the Corporation for the interim period ended July 31, 2016 have been mailed to the Shareholders on the supplemental mail list. These financial statements are also available on the internet on the Corporation's SEDAR profile at www.sedar.com.

2. Fixing the Number of Directors and Election of Directors

The Articles of the Corporation provide that the minimum number of directors shall be three and the maximum number shall be 12. There are currently six (6) directors. At the Meeting, Shareholders will be

asked to set the board of directors of the Corporation (the “**Board**”) at six (6) and to elect six (6) directors to serve until the next annual general meeting, or until their respective successors have been elected or appointed. **Unless otherwise directed, the Common Shares of the Corporation represented by proxy in favour of management designees will be voted FOR the election of nominees herein listed.**

Majority Voting

On the recommendation of the Corporation’s Corporate Governance and Nominating Committee, the Board has adopted an individual voting standard for the election of directors. Under such individual voting standard, in the event that any nominee for election receives more “withheld” votes than “for” votes at any meeting at which shareholders vote on the uncontested election of directors, such nominee shall immediately tender his or her resignation to the Board, to be effective on acceptance by the Board. A nominee who tenders a resignation shall not participate in a meeting of the board or any sub-committee of the board at which the resignation is considered. The Board shall consider the resignation and disclose by press release its decision whether to accept that resignation and the reason for its decision no later than 90 days after the date of the resignation, and the board of directors may fill any vacancy created thereby. A copy of the news release shall be provided to the TSX. The Board shall accept the resignation absent exceptional circumstances.

Nominees for Election

Management does not contemplate that any of the nominees will be unable to serve as a director. In the event that prior to the Meeting any vacancies occur in the slate of nominees herein listed, it is intended that discretionary authority shall be exercised by the person named in the proxy to vote the Common Shares represented by proxy for the election of any other person or persons as directors unless the Shareholder has directed that the Common Shares be withheld from voting on the election of directors.

The directors of the Corporation are nominated by Shareholders of the Corporation at each annual meeting of shareholders. All directors serve until the next annual meeting or until a successor is elected or appointed, unless his position is earlier vacated. The Board currently consists of six (6) directors, all of whom are standing for re-election. The name, residence, date of appointment, principal occupation, five year occupational history (where applicable) and number of Common Shares beneficially owned or over which control or direction is exercised directly or indirectly, with respect to each of the six (6) nominees as directors of the Corporation is set forth below.

Name and Residence	Director Since	Principal Occupation and 5 Year Occupational History (for new directors only)	Common Shares Beneficially Owned, Controlled or Directed as at Effective Date⁽¹⁾
Donald J. McCaffrey Alberta, Canada	April 25, 2003	President, CEO, Chair of the Board and Secretary of the Corporation. Chair of the board of directors of Zenith Capital Corp., a biotechnology investment company.	4,634,406
Norma Biln ⁽³⁾⁽⁴⁾ British Columbia, Canada	April 2, 2016	CEO and Co-Founder of Augurex Life Sciences Corp., a biotechnology company, since 2006. Chair of the board of BioTalent Canada, an HR company specializing in the biotech industry, since October 2015.	9,500
Shawn Lu ⁽²⁾ Ontario, Canada	April 2, 2016	CFO of Hepalink USA Inc. (a subsidiary of Shenzhen Hepalink Pharmaceutical Co., Ltd.), a global supplier of heparin sodium API to pharmaceutical companies, since April 2014. Prior thereto, Area Manager at BMO Bank of Montreal from November 2013 to March 2014; and Manager, Residential	Nil

Name and Residence	Director Since	Principal Occupation and 5 Year Occupational History (for new directors only)	Common Shares Beneficially Owned, Controlled or Directed as at Effective Date⁽¹⁾
		Mortgage at TD Bank from February 2005 to November 2013.	
Kelly McNeill ⁽²⁾⁽³⁾⁽⁴⁾ Manitoba, Canada	October 15, 2009	CFO of RTDS Technologies Inc., a company that provides real time digital power system simulation. Director of Zenith Capital Corp., a biotechnology investment company.	10,000
Dr. Eldon R. Smith ⁽³⁾⁽⁴⁾ Alberta, Canada	December 6, 2010	President and CEO, Eldon R. Smith & Associates Ltd., a private healthcare consulting company. Chairman of Aston Hill Financial Inc., a financial management company; Director of Intellipharma International Inc., a biotech/pharmaceuticals company; and Director of Zenith Capital Corp., a biotechnology investment company. Emeritus Professor of Medicine and Former Dean, Faculty of Medicine, University of Calgary.	6,000
Kenneth Zuerblis ⁽²⁾ Florida, U.S.A.	September 29, 2010	Certified Public Accountant. Director of Stemline Therapeutics, Inc., a clinical stage biopharmaceutical company. Director of Zenith Capital Corp., a biotechnology investment company.	42,062

Notes:

- (1) Common Shares beneficially owned or over which control or direction is exercised, directly or indirectly, as at the Effective Date, is based upon the information furnished to the Corporation by the above individuals.
- (2) Directors who are currently members of the Corporation's Audit and Finance Committee. Mr. Zuerblis is the Chair.
- (3) Directors who are currently members of the Corporation's Corporate Governance and Nominating Committee. Dr. Smith is the Chair.
- (4) Directors who are currently members of the Corporation's Compensation and HR Committee. Mr. McNeill is the Chair.

Cease Trade Orders or Bankruptcies and Sanctions

No proposed director is as at the date hereof, or has been within ten years before the date hereof, a director or chief executive officer or chief financial officer of any company (including the Corporation) that, while he was acting in such capacity: (i) was the subject of a cease trade or similar order, or an order that denied the relevant company access to any exemption under securities legislation for a period of more than 30 consecutive days; or (ii) was subject to an event that resulted, after the director ceased to be a director or chief executive officer or chief financial officer, in the company being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days.

In addition, except as set forth below, no proposed director is as at the date hereof, or has been within ten years before the date hereof, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager, or trustee appointed to hold its assets. No proposed director has, within ten years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Mr. McNeill was the Chief Financial Officer of IMRIS Inc. ("IMRIS") from 2009 until his resignation on September 5, 2014. IMRIS is a biomedical company that is a reporting issuer in all provinces of Canada and at the time of Mr. McNeill's resignation was listed on TSX and NASDAQ. On May 26, 2015, IMRIS and certain of its subsidiaries filed voluntary petitions under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware which granted a stay of proceedings against IMRIS. On June 3, 2015, the Manitoba Court of Queen's Bench granted an initial recognition order under the Companies' Creditors Arrangement Act (Canada) recognizing the Chapter 11 proceedings and granting a stay of proceedings against IMRIS.

3. **Appointment of Auditors**

KPMG LLP are the current auditors of the Corporation. At the Meeting, Shareholders will be requested to re-appoint KPMG LLP, Chartered Accountants, as the independent auditors of the Corporation to hold office until the next annual general meeting of the Shareholders and to authorize the Board to fix the auditors' remuneration.

Unless otherwise directed, the Common Shares represented by proxies in favour of the management designees will be voted FOR the appointment of KPMG LLP, Chartered Accountants, of Calgary, Alberta, as auditors of the Corporation, to hold office until the next annual meeting of the Shareholders and to authorize the directors to fix their remuneration as such.

4. **Approval of Deferred Share Unit Plan**

At the Meeting, the Shareholders of the Corporation will be asked to consider and, if thought fit, approve a resolution to approve the adoption of a Deferred Share Unit Plan of the Corporation (the "**DSU Plan**"). On November 3, 2016, the Board of the Corporation approved the DSU Plan, subject to Shareholders' approval. The purpose of the DSU Plan is to provide directors with the opportunity to acquire deferred share units in order to allow them to participate in the long-term success of the Corporation and to promote a greater alignment of their interests with the interests of the Corporation's shareholders. The DSU Plan would provide the Corporation with the flexibility to permit directors to receive all or a portion of their director's fees in the form of deferred share units, rather than cash.

The following is a brief summary of the material terms of the DSU Plan. This summary is qualified in its entirety by the full text of the DSU Plan which is set out in Appendix "C" of this Management Information Circular.

Description of the DSU Plan

Purpose of the DSU Plan and Eligibility

The purpose of the DSU Plan is to provide directors of the Corporation with the opportunity to acquire DSUs in order to allow them to participate in the long-term success of the Corporation and to promote a greater alignment of their interests with the interests of shareholders. Any individual who is a member of the Board (an "**Eligible Director**") is eligible to participate in the DSU Plan.

Grants of DSUs

The DSU Plan will be administered by the Compensation and HR Committee, which, from time to time in its sole discretion, will grant DSUs to Eligible Directors ("**Participants**"). In respect of each grant of DSUs, the Compensation and HR Committee will determine, among other things, the number of DSUs allocated to the Participant and such other terms and conditions of the DSUs applicable to each grant.

Vesting and Term

Deferred Share Units will be fully vested upon being granted and credited to an account maintained by the Corporation for each Participant by means of a book-keeping entry ("**Account**").

The term during which a DSU may be outstanding will, subject to the provisions of the DSU Plan which require or permit the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Compensation and HR Committee, but subject to the rules of any stock exchange or other regulatory body having jurisdiction.

Limits on Issuances

Notwithstanding any other provision of the DSU Plan, the maximum number of Common Shares issuable pursuant to outstanding DSUs at any time shall be limited to 5% of the aggregate number of issued and outstanding Common Shares, provided that the maximum number of Common Shares issuable pursuant to outstanding DSUs and all other security based compensation arrangements, may not exceed 10% of the Common Shares outstanding from time to time.

In addition: (i) the number of Common Shares issuable to Insiders (as defined in the TSX Company Manual), at any time, under all security based compensation arrangements, may not exceed 10% of the issued and outstanding Common Shares; and (ii) the number of Common Shares issued to Insiders (as defined in the TSX Company Manual), within any one year period, under all security based compensation arrangements, may not exceed 10% of the issued and outstanding Common Shares.

DSUs that are cancelled, terminated or expire shall result in the Common Shares that were reserved for issuance thereunder being available for a subsequent grant of DSUs pursuant to the DSU Plan to the extent of any Common Shares issuable thereunder that are not issued under such cancelled, terminated or expired DSUs.

Any increase in the issued and outstanding Common Shares (whether as a result of the issue of Common Shares pursuant to DSUs or otherwise) will result in an increase in the number of Common Shares that may be issued pursuant to DSUs outstanding at any time. Further, if the acquisition of Common Shares by the Corporation for cancellation should result in the above tests no longer being met, this will not constitute non-compliance with the above limitations for any awards outstanding prior to such purchase of Common Shares for cancellation.

Election by Participant and Payment

A Participant will have the right to receive Payment Shares (as defined below) or, upon the joint election of the Participant and the Corporation, Cash Payment (as defined below) or a combination of Cash Payment and Payment Shares in respect of DSUs recorded in the Participant's Account, on one of the following dates (the "**Distribution Date**"): (i) the date on which the Participant ceases to be a director of the Corporation or otherwise employed by the Corporation or any of its Subsidiaries (the "**Separation Date**"); or (ii) such later date as the Participant may elect by written notice delivered to the Chief Financial Officer of the Corporation prior to the Separation Date, provided that in no event will a Participant be permitted to elect a date which is later than December 1 of the calendar year following the calendar year in which the Separation Date occurs.

The Corporation will issue Payment Shares within 10 business days after the Distribution Date by issuing to the Participant a number of Common Shares from treasury equal to the number of DSUs in the Participant's Account that became payable on the Distribution Date (the "**Payment Shares**").

In the event the Corporation and the Participant jointly elect to pay and distribute a Cash Payment, a Participant (or in the event of the Participant's death, his beneficiary or legal representative) will receive a payment (the "**Cash Payment**") equal in value to the number of DSUs recorded in the Participant's Account on the Distribution Date that the Corporation and the Participant jointly elect to settle in cash multiplied by the Fair Market Value (as defined below) per Common Share (the "**Distribution Value**") on the Distribution Date, less any applicable withholding taxes, within ten (10) business days after the Distribution Date. Upon payment in full of the Cash Payment less any withholding taxes, the DSUs will be cancelled and no further payments will be made to the Participant under the DSU Plan.

For the purposes of the DSU Plan, “Fair Market Value” with respect to a Common Share, as at any date, means the weighted average of the prices at which the Common Shares traded on the Toronto Stock Exchange (“**TSX**”) (or, if the Common Shares are not then listed and posted for trading on the TSX or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Common Shares occurs) for the five (5) trading days on which the Common Shares traded on the said exchange immediately preceding such date. In the event that the Common Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Common Shares as determined by the Board in its sole discretion, acting reasonably and in good faith.

Black Out Periods

If any Common Shares may not be issued pursuant to any DSUs during a period of time, when pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds a DSU (a “**Black Out Period**”), such Common Shares will be issued seven business days following the end of the Black-Out Period (or such longer period as permitted by applicable regulatory authorities and approved by the Compensation and HR Committee).

Death of Participant

Upon the death of a Participant prior to the distribution of the DSUs credited to the Account of such Participant under the DSU Plan, Payment Shares or, upon the joint election of the Corporation and the executor or administrator of the Participant's estate, Cash Payment or a combination of Cash Payment and Payment Shares shall be issued or paid to the estate of such Participant on or about the thirtieth (30th) day after the Corporation is notified of the death of the Participant or on a later date elected by the Participant's estate in the form prescribed for such purposes by the Corporation and delivered to the Chief Financial Officer of the Corporation not later than twenty (20) days after the Corporation is notified of the death of the Participant, provided that such elected date is no later than the last business day of the calendar year following the calendar year in which the Participant dies so that payment can be made on or before such last business day. Any Cash Payment shall be calculated on the basis that the day on which the Participant dies, or the date elected by the estate, as applicable, is the Distribution Date and shall be subject to applicable withholding taxes.

Adjustments to DSUs

In the event: (a) of any change in the Common Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or (b) that any rights are granted to all or substantially all Shareholders to purchase Common Shares at prices substantially below Fair Market Value as of the date of grant (other than the payment of dividends in respect of the Common Shares as contemplated by the DSU Plan); or (c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Common Shares are converted into or exchangeable for any other securities or property, then the Board may make such adjustments to the DSU Plan, the Account of each Participant, the agreements in respect of the DSUs (“**DSU Agreements**”) and the DSUs outstanding under the DSU Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of the rights granted to Participants hereunder and/or to provide for the Participants to receive and accept such other securities or property in lieu of Common Shares, and the Participants shall be bound by any such determination.

Amendment of the DSU Plan

The Board may amend, suspend or discontinue the DSU Plan or amend any DSU or DSU Agreement at any time without the consent of a Participant, provided that such amendment shall not adversely alter or impair the rights of any Participant in respect of any DSU previously granted to such Participant under the Plan, except as otherwise permitted under the DSU Plan. In addition, the Board may, by resolution,

amend the DSU Plan and any DSU granted under it (together with any related DSU Agreement) without Shareholder approval, provided however, that at any time while the Common Shares are listed for trading on the TSX, the Board will not be entitled to amend the DSU Plan or any DSU granted under it (together with any related DSU Agreement) without Shareholder and, if applicable, TSX approval: (i) to increase the maximum number of Common Shares issuable pursuant to the DSU Plan; (ii) to permit the assignment or transfer of a DSU other than as provided for in the DSU Plan; (iii) to add to the categories of persons eligible to participate in the DSU Plan; (iv) to remove or amend the limits on issuances to Insiders or non-management directors under the DSU Plan; (v) to remove or amend the amendment provisions in the DSU Plan; or (vi) in any other circumstances where TSX and Shareholder approval is required by the TSX.

Without limitation of the above, the Board may correct any defect or supply any omission or reconcile any inconsistency in the DSU Plan in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to the DSU Plan, and may make such determinations as it deems necessary or desirable for the administration of the DSU Plan.

Termination or Suspension of the DSU Plan

If the Board terminates or suspends the DSU Plan, previously credited DSUs may, at the Compensation and HR Committee's election, be distributed to Participants or may remain outstanding and in effect in accordance with the terms of the DSU Plan. The Board will not require the consent of any affected Participant in connection with a termination of the DSU Plan in which Payment Shares are issued to the Participant in respect of all such DSUs.

Transferability

Except as required by law, the rights of a Participant under the DSU Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

Securities Outstanding under Equity Based Compensation Plans

There are currently 105,426,757 issued and outstanding Common Shares in the capital of the Corporation. Therefore, currently a maximum of 10,542,676 Common Shares may be reserved and allocated under the Option Plan, the LTIP and other securities based compensation arrangements. This number will increase if and as the issued and outstanding share capital of the Corporation increases.

Under the Option Plan, there are currently outstanding stock options for 3,309,534 Common Shares and under the LTIP there are currently outstanding RSUs and restricted stock for 634,179 Common Shares, for a total of 3,943,713 (3.74% of issued and outstanding), leaving room for 6,598,963 Common Shares (6.26% of issued and outstanding) to be reserved for future allocations under the Option Plan and LTIP. If the DSU Plan is approved, Common Shares could also be allocated for issuance pursuant to DSUs. However, the adoption of the DSU Plan would not affect the maximum number of Common Shares that may be issued pursuant to securities based compensation arrangements.

Approval Required

At the Meeting, shareholders will be asked to consider and, if thought appropriate, approve, an ordinary resolution approving the DSU Plan. Shareholder approval of the proposed DSU Plan is required pursuant to the policies of the TSX. The ordinary resolution must be approved by a majority vote of the Shareholders. **Unless otherwise directed, it is the intention of the management designees to vote proxies in the accompanying form in favour of this ordinary resolution.**

The text of the ordinary resolution which management intends to place before the Meeting to approve the Deferred Share Unit Plan is as follows:

“BE IT RESOLVED as an ordinary resolution that:

1. The Deferred Share Unit Plan, the text of which is set out in Appendix C of the Information Circular, be and is hereby approved;
2. The Corporation have the ability to grant deferred share units under the DSU Plan until September 30, 2018; and
3. Any director or officer of the Corporation is authorized to do all acts and things, to execute under the corporate seal of the Corporation or otherwise and to deliver all agreements, documents and instructions, to give all notices and to deliver, file and distribute all documents and information which such director or officer (as the case may be) determines to be necessary or desirable in connection with or to give effect to and carry out these resolutions.”

5. Proposed Amendment to Royalty Preferred Shares

The authorized capital of the Corporation currently consists of an unlimited number of Common Shares, an unlimited number of preferred shares and 75,202,620 Royalty Preferred Shares. There are currently 105,426,757 common shares, nil preferred shares and 75,202,620 Royalty Preferred Shares issued and outstanding. At the Meeting, the Corporation will request that Shareholders approve certain amendments to the terms of the Royalty Preferred Shares (the **“Royalty Preferred Share Amendment”**).

The Corporation proposes to amend the Royalty Preferred Shares to provide that the holder of Royalty Preferred Shares is entitled to a dividend calculated based on a percentage of net revenue earned from the sale or licensing of any pharmaceutical product in which the Corporation holds an intellectual property right and remove the current requirement that the pharmaceutical product elevate plasma levels of a certain lipoprotein associated with a decreased risk of atherosclerosis and coronary heart disease. The Corporation determined that this amendment is necessary and appropriate based on detailed analysis of the results of the Corporation's phase 2 clinical program, as more particularly discussed below.

The Royalty Preferred Share Amendment must also be approved by Zenith Capital Corp. (**“Zenith”**), being the sole holder of the Royalty Preferred Shares. The Corporation will request that Zenith sign a special resolution as the sole holder of the Royalty Preferred Shares, voting separately as a class, to approve the Royalty Preferred Share Amendment.

A copy of the terms of the Common Shares, preferred shares and Royalty Preferred Shares, with the specific amendments to the Royalty Preferred Shares highlighted, is attached hereto as Appendix B.

Background Regarding Royalty Preferred Shares

The Royalty Preferred Shares were issued to Zenith on June 3, 2013 as part of the spin-off transaction that resulted in the Corporation's epigenetic platform technology (excluding RVX-208) being transferred to Zenith and shareholders of the Corporation at the time of that transaction receiving common shares of Zenith.

The terms of the Royalty Preferred Shares were amended on July 2, 2015 to limit the dividends payable to holders of Royalty Preferred Shares in a particular period to amounts received by the Corporation during that period and to include certain additional deductions in the calculation of net revenue subject to the royalty. These amendments were necessary to align the terms of the Royalty Preferred Shares with the terms of the royalties to which the Corporation would be entitled pursuant to a license agreement entered into with Shenzhen Hepalink Pharmaceutical Co., Ltd. on July 8, 2015.

The Royalty Preferred Shares entitle Zenith to cumulative preferential dividends in an amount ranging from 6% to 12% of Net Apo Revenue during any year, subject to an adjustment for tax payable on the dividend. The dividend amount is calculated based on 6% of Net Apo Revenue of up to US\$1 billion, 8% of Net Apo Revenue of between US\$1 billion and US\$2 billion, 10% of Net Apo Revenue between US\$2 billion and US\$5 billion and 12% of Net Apo Revenue in excess of US\$5 billion.

Net Apo Revenue is defined as the aggregate of the following amounts: (i) amounts received by the Corporation or its affiliates from any person who is not the Corporation or its affiliate (a “**third party**”) in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights (as such terms are defined in the terms of the Royalty Preferred Shares) or amounts received under the terms of such license or other right that are granted to the third party; (ii) the gross consideration received from a third party by the Corporation, any licensee or their respective affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any licensee or their respective affiliates from a licensee of such Apo Product or its affiliate); less (A) credits or allowances, if any, actually granted; (B) discounts actually allowed; (C) freight, postage, and insurance charges and additional special packaging charges; and (D) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); (E) rebates and chargebacks or retroactive price reductions made to federal, state or local governments (or their agencies), or any third party payor, administrator or contractor, including managed health organizations; and (F) commissions related to import, distribution or promotion of any Apo Product paid to third parties (specifically excluding any commissions paid to sales personnel, sales representatives and sales agents who are employees or consultants of, or members of a contract sales force engaged by or on behalf of, the Corporation, any licensee or their respective affiliates); and (iii) amounts received from a third party by the Corporation or its affiliates in consideration for the sale of any Apo Intellectual Property Right.

Net Apo Revenue is calculated, among other things, based on Apo Products and Apo Intellectual Property Rights, which are limited to products and intellectual property rights that fall within the field of the prevention, treatment or mitigation of any disease via the administration of a pharmaceutical agent that results in therapeutic relevant elevation in the plasma levels of Apolipoprotein A-1 (“**ApoA-1**”) that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the pharmaceutical agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams – b.i.d. (60 milligrams per day) of the pharmaceutical agent per kilogram of the weight of the subject.

In the event that the Corporation does not declare and pay the dividend on the applicable payment date, holders of Royalty Preferred Shares are entitled to receive additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the dividend payable on such payment date, subject to a tax adjustment, calculated daily and compounded monthly.

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the Royalty Preferred Shares are entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of \$1.00 divided by the number of outstanding Royalty Preferred Shares and the amount of any accrued, but unpaid dividends.

Results of Analysis of Phase 2 Clinical Program

Based on the Corporation’s observed reduction in major adverse cardiovascular events (“MACE”) from the pooled analysis of its SUSTAIN and ASSURE clinical trials, the driving factors responsible for the improved cardiovascular disease outcomes were further investigated. The Corporation conducted additional research and in-depth analysis of the activity of apabetalone/RVX-208, and apabetalone/RVX-

208-mediated BET inhibition was demonstrated to affect multiple processes important for cardiovascular disease. In addition to effects on lipoproteins (including ApoA-1, as previously understood), apabetalone/RVX-208 represses pathways underlying the pathogenesis of atherosclerosis and cardiovascular disease as well as potentially other indications.

Proposed Amendments

The terms of the Royalty Preferred Shares currently entitle the holder of the Royalty Preferred Shares to a dividend calculated based on a percentage of net revenue earned by the Corporation from the sale or licensing of products or intellectual property rights that increase the plasma levels of ApoA-1, a component of the complex of lipids and proteins that are associated with a decreased risk of atherosclerosis and coronary heart disease.

As indicated above, detailed study of the results of the Corporation's clinical trial program indicates that apabetalone/RVX-208 has been shown to affect expression of numerous targets important for cardiovascular disease and ApoA-1 is only one of these targets. Therefore, the Corporation has determined that it is necessary to amend the terms of the Royalty Preferred Shares to remove the requirement that the pharmaceutical agent elevate plasma levels of ApoA-1.

The specific amendments to the terms of the Royalty Preferred Shares are highlighted in the attached Appendix B.

Recommendation of the Board

The Board of Directors of the Corporation has determined that it is in the best interests of the Corporation to proceed with the Royalty Preferred Share Amendment. The Board of Directors recommends that shareholders vote in favour of the resolution to approve the Royalty Preferred Share Amendment.

In accordance with the Business Corporations Act (Alberta), certain directors of the Corporation, being Donald McCaffrey, Kelly McNeill, Eldon Smith and Kenneth Zuerblis and certain officers of the Corporation, being Donald McCaffrey (President and Chief Executive Officer) and Brad Cann (Chief Financial Officer) have disclosed an interest in the Royalty Preferred Share Amendment insofar as such individuals also serve as directors and officers of, or have a material interest in, Zenith, the sole holder of the Royalty Preferred Shares. In particular, Mr. McCaffrey owns 3,946,589 common shares of Zenith, representing 3% of the outstanding common shares of Zenith. Due to their interest in the Royalty Preferred Share Amendment, Donald McCaffrey, Kelly McNeill, Eldon Smith and Kenneth Zuerblis abstained from voting on the resolution of the directors to approve the Royalty Preferred Share Amendment.

Text of Shareholder Resolution

To be effective, the special resolution related to the Royalty Preferred Share Amendment must be passed by two-thirds of the votes cast thereon by the holders of Common Shares at the Meeting. The text of the resolution is set out below. The persons designated in the enclosed form of proxy or voting instruction form, unless instructed otherwise, intend to vote **FOR** the resolution.

"BE IT RESOLVED as a special resolution that:

1. Pursuant to section 173 of the *Business Corporations Act* (Alberta), the Articles of the Corporation be amended to change the rights, privileges, restrictions and conditions in respect of the Royalty Preferred Shares such that the authorized share capital of the Corporation shall be as more particularly set forth in Appendix "B" to the Management Information Circular dated November 3, 2016;

2. Any one of the directors or officers of the Corporation is hereby authorized to sign all such documents, including without limitation, Articles of Amendment, and to do all such acts and things, including without limitation, delivering such Articles of Amendment to the Registrar of Corporations under the *Business Corporations Act* (Alberta), as such director or officer determines, in his or her discretion, to be necessary or advisable in order to properly implement and give effect to the foregoing; and
3. The directors of the Corporation may, in their discretion, without further approval of the shareholders, revoke this special resolution at any time prior to the filing of Articles of Amendment giving effect to the foregoing.”

EXECUTIVE COMPENSATION

General

The objectives of the Corporation’s executive compensation program are designed to support an appropriate relationship between executive pay and the creation of shareholder value. The objectives of the program are as follows:

- To provide compensation comparable to similar companies and thereby enable the Corporation to attract and retain talented executives critical to the Corporation’s long-term success.
- To align the interests of executives with long-term interests of Shareholders through stock option, RSU and restricted stock awards whose value over time depends upon the market value of the Common Shares.
- To motivate and retain key senior officers to achieve strategic business initiatives and reward them for their individual and team achievements.

The Corporation’s executive compensation program is available to the Named Executive Officers of the Corporation which is defined by securities legislation to mean each of the following individuals, namely: (i) the CEO; (ii) the Chief Financial Officer of the Corporation; (iii) each of the Corporation’s three most highly compensated executive officers, or the three most highly compensated individuals acting in a similar capacity, other than the CEO and the Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than \$150,000 for that financial year; and (iv) each individual who would be a “Named Executive Officer” under (iii) above but for the fact that the individual was neither an executive officer of the Corporation, nor acting in a similar capacity, at the end of the most recently completed financial year (the “**Named Executive Officer**” or “**NEO**”).

The Named Executive Officers of the Corporation for the year ended April 30, 2016 are:

Donald J. McCaffrey, President, Chief Executive Officer and Secretary
A. Brad Cann, Chief Financial Officer
Mike Sweeney, Senior VP, Clinical Development
Dr. Jan Johansson, Senior VP, Medical Affairs
Ken Lebioda, Senior VP, Business Development

Compensation Governance

The Corporation’s Board has established a Compensation and HR Committee comprised of independent directors. The purpose of the Compensation and HR Committee is to assist the Board in fulfilling its responsibilities by reviewing and making recommendations to the Board on its findings and conclusions on matters relating to the compensation of the NEOs and directors of the Corporation and its subsidiaries in the context of the budget, business plan and competitive environment of the Corporation; conducting and assisting in the regular reviews and appraisals of the Chief Executive Officer and other NEOs;

ensuring appropriate succession plans are in place for the NEOs; and reviewing the Corporation's overall compensation policies and practices to ensure that the Compensation and HR Committee and the Board consider the implications of the risks associated with such policies and practices.

In fulfilling its mandate, the Compensation and HR Committee:

- annually reviews and recommends for approval to the Board the compensation packages for the CEO and the other NEOs, including short term and long term incentive plan grants and awards;
- annually reviews and recommends for approval to the Board the corporate goals, objectives and business performance measures which will be used in evaluating the CEO and the other NEOs;
- ensures that an effective succession plan for the Corporation's senior management team is in place and annually reviews such plan with the Board;
- pursuant to the terms of the Corporation's Option Plan and LTIP, recommends for approval to the Board the options or awards granted under such plans;
- pursuant to the terms of the Corporation's short term incentive plan for NEOs, recommends for approval to the Board the granting of the bonuses under such plan;
- annually reviews and ensures that compensation plans, in their design, structures and application have a clear link between pay and performance and do not encourage excessive risk taking;
- annually reviews and assesses compensation principles of, and compensation amounts payable by, appropriate comparator groups and recommends for approval to the Board any appropriate changes; and
- reviews and recommends to the Board the compensation to be paid to the Corporation's directors.

The terms of the compensation arrangements for each NEO (other than the Chief Executive Officer) are reviewed by the Chief Executive Officer with the Compensation and HR Committee. The terms of the Chief Executive Officer's compensation arrangements are reviewed by the Compensation and HR Committee in the absence of the Chief Executive Officer. All changes to the compensation arrangements of the NEOs are recommended for approval by the Compensation and HR Committee and approved by the Corporation's Board.

Composition of the Compensation and HR Committee

The Compensation and HR Committee consists of three members: Kelly McNeill, Dr. Eldon Smith and Norma Biln. All members are independent in accordance with National Instrument 52-110 - *Audit Committees*. Below are brief biographies of the Compensation and HR Committee members which illustrate their relevant experience.

Kelly McNeill

Mr. McNeill has first-hand experience with establishing, implementing and maintaining executive and employee compensation programs through his prior executive management positions with the Corporation, Haworth Ltd., SMED International and IMRIS Inc., as well as with his current position as Chief Financial Officer of RTDS Technologies Inc. Mr. McNeill also serves as chair of the compensation committee of Zenith Capital Corp. (a biotechnology investment company that is a reporting issuer under applicable securities legislation). He provides an important front-line perspective on the Corporation's Compensation and HR Committee and has knowledge and experience with current executive compensation requirements for both Canadian and US-listed issuers.

Dr. Eldon Smith

Dr. Smith is a physician and President and CEO of Eldon R. Smith and Associates Ltd. (a private healthcare consulting company) and was for many years involved in senior administration at the

University of Calgary. From 1992 to 1997, Dr. Smith served as the Dean (Chief Executive Officer) of the Faculty of Medicine, where he was responsible for approximately 1,600 employees.

In addition to his involvement with the Corporation, Dr. Smith also serves on the compensation committee of Zenith Capital Corp. (a biotechnology investment company that is a reporting issuer under applicable securities legislation), and is chair of the compensation committees of Aston Hill Financial Inc. (a TSX-listed company) and Intellipharma International Inc. (a TSX/NASDAQ-listed company). He previously served on the compensation committee of Canadian Natural Resources Limited (a TSX/NYSE-listed company).

Dr. Smith is knowledgeable in current executive compensation practices and disclosure requirements in connection with his past and current involvement with a number of compensation committees.

Norma Biln

Ms. Biln has held senior management and executive positions within the pharmaceutical and biotechnology sectors wherein attracting, hiring and retaining key personnel has been a priority and was a central contributor to the high performance of her teams/organizations. Her area of interest focuses on the alignment of executive and employee goal setting and success metrics along organizational priorities. As a proponent of “people being the key drivers of company success”, Ms. Biln chairs the board of BioTalent Canada, an HR organization that builds partnerships and skills for Canada’s bio-economy to ensure the industry has access to the most skilled talent available. Ms. Biln also serves as an advisor and mentor to start-up and emerging company executives in biotechnology.

Risk Management

The combination of short term and long term incentive plans in the Corporation’s compensation program ensures that a significant portion of each NEO’s compensation is at risk annually. The balance between the short term and long term incentive plans aligns the NEO’s interests with both the short and long term interests of the Shareholders and the Corporation’s business strategy. The Corporation believes that its compensation policies and practices have been structured to ensure that they do not encourage an NEO to expose the Corporation to inappropriate or excessive risks. Key components of the management of this risk include:

- All NEOs are compensated based on similar metrics and performance goals approved by the Board.
- Incentives are balanced between short term incentives and long term incentives which vest over time.
- Short term incentive programs for all employees (including the NEOs), while having certain different attributes, possess the same fundamental characteristics: amounts are payable only upon the achievement of specified corporate and personal goals which have been pre-defined at the beginning of a fiscal year.
- All short term incentive programs have clearly specified payout limits.

As a result of the steps taken to consider and mitigate the risks associated with the Corporation’s compensation policies and practices, the Corporation has not identified any risks from such policies and practices which would be reasonably likely to have a material adverse effect on the Corporation.

Financial Instruments

The Corporation does not have a policy that would prohibit a Named Executive Officer or director from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars or units of exchange funds, that are designed to hedge or offset a decrease in market value of equity

securities granted as compensation or held, directly or indirectly, by the Named Executive Officer or director, other than general provisions in the Corporation's trading policy which prohibit officers from short-selling and buying put options in respect of the Corporation's securities. However, management is not aware of any Named Executive or director purchasing such an instrument.

Benchmark Review

During fiscal 2016, the Corporation's Compensation and HR Committee, with assistance from the CEO and CFO, conducted an informal compensation review of publicly available data relating to the Corporation's peers' pay levels and practices, which the Corporation has used to compare its existing compensation program and assist with establishing compensation for the next fiscal year.

Following a detailed review, the Compensation and HR Committee recommended and the Board approved an executive and director compensation peer group consisting of biotech companies listed on a Canadian stock exchange with market capitalization of between CAD\$95 million to \$500 million. Depending on the NEO's position and available comparative data, up to 11 companies were included in the comparator group, being:

- Theratechnologies Inc. (TSX)
- Telesta Therapeutics Inc. (TSX)
- SciVac Therapeutics Inc. (TSX)
- Essa Pharma Inc. (TSX)
- Neptune Technologies & Bioresources Inc. (TSX)
- Tribute Pharmaceuticals Canada Inc. (TSXV)
- Cipher Pharmaceuticals Inc. (TSX)
- Helix BioPharma Corp. (TSX)
- Cardiome Pharma Corp. (TSX)
- QLT Inc. (TSX)
- Merus Labs International Inc. (TSX)
- Cynapsus Therapeutics Inc. (TSX)

Comparative statistics (including percentile rankings) on base salaries, bonus plans and security based incentive plans were provided in the review. The Corporation determined it would continue to use the average (50th percentile) range as its overall benchmark.

Compensation Elements

The Corporation compensates its executive officers primarily through base salary, annual bonuses and long-term equity based incentives, being participation in the Option Plan and LTIP. In addition, the Corporation's NEOs participate in the Corporation's benefit programs, including life insurance and health and dental, on the same basis that such benefits are offered to all employees of the Corporation.

1. Base Salary

Base salary is the principal component of executive compensation. Base salary for NEOs reflects (i) the scope, complexity and responsibility of the role of the NEO; (ii) competitiveness with salary levels for similar positions at companies included in the market comparator group; (iii) the NEOs previous experience and performance; and (iv) the NEOs performance ratings.

2. Short Term Incentive Plan - Annual Bonuses and Incentive Retention Payments

The Corporation has a performance-based program that links the attainment of predetermined performance targets to short-term incentive pay targets. NEOs are eligible to receive a bonus of up to a percentage of base salary, which is paid on a sliding scale relative to the successful completion of the established performance objectives. The sliding scale corresponds to a maximum target level that is reviewed and set annually by the Compensation and HR Committee. Performance objectives are

proposed to the Compensation and HR Committee for analysis and review and are recommended for final approval to the Board. The President and CEO abstains from voting at the Board meeting on these matters.

The performance targets for the NEOs and other executive officers are established annually in connection with the goals and objectives for the Corporation. The key areas of the fiscal 2016 corporate goals and objectives were: i) advancing clinical development; ii) expanding indications; iii) advancing the intellectual property portfolio; iv) building further support and structures for partnering; and v) financial performance, including market capitalization, adherence to budgets, financial reporting and financing. With the exception of the CEO (whose compensation was based solely on achieving corporate objectives), a certain percentage of the NEOs overall compensation related to additional individualized objectives each were expected to be achieved during the year.

3. Long-Term Equity Based Incentives

The Corporation operates an Option Plan and LTIP (as further detailed below) to provide its employees, consultants, officers and directors with a long-term incentive for high performance and commitment to the Corporation. Options granted under the Option Plan and RSUs and restricted stock granted under the LTIP vest over a period of time as designated by the Board.

The Corporation believes that participation by the NEOs in the Option Plan and LTIP aligns the interests of the NEOs with those of the Corporation's Shareholders, as the NEOs are rewarded for positive performance through share price appreciation. As a result of the vesting period for issued options, RSUs and restricted stock, participation by the NEOs in the Option Plan and LTIP focuses the NEOs on the long-term appreciation of the Corporation's share price.

In determining the number of options, RSU's and/or restricted stock to be granted to an NEO, the number and term previously granted, individual and team responsibilities and functions, position, individual performance and projected contribution are considered. Proposals for grants under the Option Plan and LTIP are reviewed and considered by the Compensation and HR Committee and recommended to the Board for final approval.

Option Plan

Purpose and Eligibility

The purpose of the Corporation's Option Plan is to afford individuals who provide services to the Corporation or any of its subsidiaries or affiliates, including directors, officers, employees, or service providers, an opportunity to obtain a proprietary interest in the Corporation by permitting them to purchase Common Shares of the Corporation and to aid in attracting, as well as retaining and encouraging the continued involvement of, such individuals with the Corporation.

Under the Option Plan the Board may, from time to time, grant options to purchase Common Shares to directors, officers, employees, consultants and other eligible service providers of the Corporation and its subsidiaries and affiliates, if any. The Option Plan is a "10% rolling plan" in that it continuously provides for the reservation of a number of Common Shares under the Option Plan, including other securities based compensation arrangements, equal to 10% of the Corporation's issued and outstanding Common Shares on an undiluted basis. Thus, the maximum number of Common Shares that may be reserved under the Option Plan and other securities based compensation plans will, from time to time, vary proportionately to the issued and outstanding share capital of the Corporation. Further, the Option Plan is a "reloading plan", meaning that when options under the Option Plan expire, are cancelled or are exercised, the number of Common Shares reserved for issuance under such expired, cancelled or exercised options automatically become eligible to be reallocated pursuant to new stock options under the Option Plan.

Restrictions under the Option Plan

Restrictions on the participation of insiders are included in the Option Plan, such that the aggregate number of Common Shares issuable under the Option Plan, combined with all Common Shares issuable under all other security based compensation arrangements, to insiders cannot exceed 10% of the issued and outstanding Common Shares at any time; and the number of Common Shares issued to insiders in aggregate, within any one-year period under the Option Plan and any other securities based compensation arrangement cannot exceed 10% of the issued and outstanding Common Shares. The number of Common Shares issuable under stock options granted to any eligible individual, within any one year period, under the Option Plan and any other securities based compensation arrangement, cannot exceed 5% of the issued and outstanding Common Shares of the Corporation, with the exception of a consultant, who may not receive options exercisable into a number of Common Shares in excess of 2% of the issued and outstanding Common Shares at the time of grant.

Terms

The exercise price of the Common Shares subject to each option shall be determined by the Board at the time the option is granted. In no event shall such exercise price be lower than the 5 day volume weighted average trading price of the Common Shares on the TSX.

Subject to earlier termination as described below, each option and all rights thereunder granted pursuant to the Option Plan shall expire on the date determined by the Board, provided that the duration of an option shall not exceed 10 years. The Option Plan also incorporates a provision such that where the option would otherwise expire during, or within 10 business days following the last day of, a trading black out period implemented by the Corporation, the expiry date for such option will then become the 10th business day following such black-out period.

The Board may, in its sole discretion, determine the time during which options shall vest and the method of vesting, or that no vesting restrictions shall exist.

Vested options may be exercised no later than 30 days following the date the optionee ceases to be a director, officer, employee or consultant of the Corporation, provided that if the cessation of office, directorship, employment or consulting arrangement is by reason of death, vested options may be exercised by the personal representatives of the deceased within a maximum period of one year following such death, subject to the expiry date of such option. Notwithstanding the foregoing, the Board may in its discretion permit the exercise of options in such manner and on such terms as may be authorized by the Board, provided that an option may not be exercised after its expiry date.

Options may be transferred to certain permitted assigns of the optionee, including the optionee's spouse, an administrator acting on behalf or for the benefit of the optionee or his/her spouse, a holding entity of the optionee or his/her spouse and a RRSP or RRIF of the optionee or his/her spouse.

Amendments

Terms of the Option Plan may be amended by the Board without approval of Shareholders as follows:

- (a) The Board may, at any time and from time to time, suspend or terminate the Option Plan or amend any of its provisions, provided that no such suspension, termination or amendment may be made without:
 - (i) obtaining any required approval of any regulatory authority or stock exchange; and
 - (ii) obtaining the consent or deemed consent of the relevant optionholder in the event that such amendment materially prejudices the rights of any optionholder under any option previously granted to the optionholder.

- (b) Without limiting the generality of paragraph (a) above, the Board may, without approval of Shareholders, make amendments to the Option Plan for any of the following purposes:
- (i) changing the eligibility for and limitations on participation in the Option Plan;
 - (ii) changing the terms on which options may be granted and exercised including, without limitation, the provisions relating to exercise price, vesting, expiry, assignment and the adjustments to be made pursuant to certain events, as further described in the Option Plan;
 - (iii) making any addition to or deletion or alteration of the provisions of the Option Plan that are necessary to comply with applicable law or the requirements of any regulatory authority or stock exchange or that are reasonably necessary to allow optionholders to receive fair and favourable tax treatment under relevant tax legislation;
 - (iv) correcting or rectifying any ambiguity, defective provision, error or omission in the Option Plan; and
 - (v) changing the provisions relating to the administration of the Option Plan; provided that if any such amendment would lead to a significant or unreasonable dilution of the outstanding Common Shares or provide additional material benefits to insiders, approval of the holders of the outstanding Common Shares must be obtained.

The Board's discretion and authority to amend the Option Plan is wide in scope and the foregoing paragraph (i)-(v) are merely non-exhaustive examples of situations in which the Board may amend the Option Plan.

- (c) Under the Option Plan, the Board may, at any time and from time to time, without the approval of Shareholders, amend any term of any outstanding option (including, without limitation, the exercise price, vesting and expiry date of the option), provided that:
- (i) any required approval of any regulatory authority or stock exchange is obtained;
 - (ii) the Board would have had the authority to initially grant the option under the terms as so amended; and
 - (iii) the consent or deemed consent of the optionholder is obtained if the amendment would materially prejudice the rights of the optionholder under the option.

Notwithstanding the foregoing, approval of Shareholders must be obtained for an amendment to the Option Plan that would increase the maximum number of Common Shares issuable under the Option Plan, and disinterested Shareholder approval must be obtained for an amendment to any stock option agreement that would reduce the exercise price or extend the expiry date of options granted to an insider.

Long-Term Incentive Plan ("LTIP")

Purpose and Eligibility

The purpose of the LTIP is to assist the Corporation in attracting, retaining and motivating key employees, directors, officers and consultants of the Corporation and its subsidiaries and to more closely align the personal interests of such persons with Shareholders, thereby advancing the interests of the Corporation and its Shareholders and increasing the long-term value of the Corporation. The LTIP is available to: (i) current full-time or part-time employees or officers of the Corporation or an affiliate ("**Employee**

Participants"); (ii) directors who are not officers or employees of the Corporation or an affiliate ("**Director Participants**"); and (iii) an individual or consultant company providing services to the Corporation or an affiliate under written agreement ("**Consultant Participant**"). For the purposes of the LTIP and this Information Circular, a "**Participant**" shall mean an Employee Participant, Director Participant or a Consultant Participant.

Administration

The LTIP is administered by the Board or, upon delegation by the Board, by a committee of the Board (the "**Committee**"). The Board has delegated the administration of the LTIP to the Corporation's Compensation and HR Committee.

The Committee determines the Participants to whom awards are to be made, determines the type, size, terms and conditions of awards, determines the prices (if any) to be paid for awards, interprets the LTIP, adopts, amends and rescinds administrative guidelines and other rules and regulations relating to the LTIP, and makes all other determinations and takes all other actions it believes are necessary or advisable for the implementation and administration of the LTIP. The day-to-day administration of the LTIP may be delegated to a trustee appointed to administer the LTIP or to such officers and employees of the Corporation as the Committee determines.

Restricted Share Units

The LTIP provides that the Committee may, from time to time and in its sole discretion, grant awards of restricted share units ("**RSUs**") to any Participant. RSUs are not Common Shares, but rather represent a right to receive at a future date Common Shares of the Corporation. All grants of RSUs are evidenced by an award agreement. The award agreement contains such provisions as are required by the LTIP and any other provisions the Committee may direct.

The Committee has the authority to make receipt of Common Shares under the RSUs conditional upon the expiry of a time-based vesting period, the attainment of specified performance goals or such other factors as the Committee may determine in its discretion. The duration of the vesting period and other vesting terms applicable to a grant of RSUs shall be determined at the time of the grant by the Committee provided that such vesting period shall be a minimum of one year and a maximum of three years in duration.

Upon expiry of the applicable vesting period or at such later date as may be otherwise specified in the award agreement, the RSUs shall be redeemed and a share certificate representing the Common Shares deliverable pursuant to the RSUs shall be registered in the name of the Participant or as the Participant may direct, subject to applicable securities laws.

Issuance of Common Shares underlying the RSUs shall occur as soon as practicable following the applicable vesting date(s) specified in the award agreement and the Participant's satisfaction of any required tax withholding obligations, but in no event later than: (i) 60 days following the vesting date for a Participant resident in the United States; or (ii) the earlier of: (a) 60 days following the applicable vesting date; and (b) December 15 of the third calendar year following the year of service for which the RSU was granted for a Participant resident in Canada.

RSU Awards shall be settled in Common Shares, unless the Corporation offers the Participant the right to receive cash in lieu of Common Shares and the Participant, in its discretion, so elects. In this case, the cash value of the Common Shares would be determined based on the volume weighted average trading price of the Common Shares on the Toronto Stock Exchange for the five trading days immediately preceding the applicable vesting date.

Except as otherwise determined by the Committee, upon a Termination Date (as defined in the LTIP) during the applicable vesting period, all applicable RSUs at such time not yet vested shall be forfeited and reacquired by the Corporation.

Restricted Stock

The Committee may, from time to time, grant Participants resident in the United States, subject to the terms and conditions of the LTIP and any additional terms and conditions determined by the Committee, awards of Common Shares of the Corporation subject to certain restrictions imposed by the Committee ("**Restricted Stock**" and together with RSUs, an "**Award**"). All grants of Restricted Stock are evidenced by an award agreement. The award agreement contains such provisions as are required by the LTIP and any other provisions the Committee may direct.

The Committee has the authority to make the lapse of restrictions applicable to Restricted Stock conditional upon the expiry of a time-based vesting period, the attainment of specified performance goals or such other factors as the Committee may determine in its discretion. The duration of the vesting period and other vesting terms applicable to a grant of Restricted Stock shall be determined at the time of the grant by the Committee provided that such vesting period shall be a minimum of one year in duration.

Common Shares of Restricted Stock shall be subject to such restrictions as the Committee may impose (including, without limitation, forfeiture conditions, transfer restrictions or a restriction on, or prohibition against, the right to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such instalments or otherwise as the Committee may deem appropriate.

A trustee appointed by the Corporation shall hold share certificates registered in the name of each Participant granted Restricted Stock under the LTIP. The share certificates shall bear a legend referring to the award agreement and the possible forfeiture of such shares of Restricted Stock.

Except as otherwise determined by the Committee, upon a Termination Date during the applicable vesting period, all applicable Common Shares of Restricted Stock at such time not yet vested shall be forfeited and reacquired by the Corporation.

Number of Shares Reserved for Issuance under the LTIP

The Corporation may fulfill its obligations to deliver Common Shares under the LTIP by, at its option, either (i) issuing Common Shares from treasury to the Participant, or (ii) directing the Plan Trustee (which is an independent trust company selected by the Corporation to acquire Common Shares in the market at the direction of the Corporation for the purpose of the LTIP) to deliver Common Shares to the Participant.

The aggregate number of Common Shares of the Corporation which may be issued from treasury under the LTIP, together with shares reserved for issuance under all of the Corporation's other security-based compensation arrangements, which includes the Option Plan, shall not exceed 10% of the Corporation's issued and outstanding Common Shares on a non-diluted basis. The maximum number of Common Shares that may be reserved under the LTIP will, from time to time, vary proportionately to the issued and outstanding share capital of the Corporation. Further, when Awards under the LTIP vest and are redeemed, expire or are forfeited, surrendered, cancelled or terminated, the number of Common Shares under such Awards automatically become available to be made the subject of new Awards under the LTIP. The LTIP is an unfunded plan and any obligations of the Corporation under the LTIP are unsecured.

Limitations on Issuance to Insiders and Director Participants

The total number of Common Shares issuable from treasury to insiders of the Corporation at any time and issued from treasury to insiders of the Corporation within any one-year period under the LTIP, together with any other security-based compensation arrangements of the Corporation, shall not exceed 10% of the issued and outstanding Common Shares of the Corporation on a non-diluted basis.

Treatment on Termination

Death, Disability and Retirement: Except as otherwise determined by the Committee, where a Participant's employment or term of office or engagement with the Corporation or an affiliate terminates by reason of the Participant's death, disability or retirement then, unless otherwise determined by the Committee, any Awards that are not yet vested will be immediately forfeited to the Corporation at the Termination Date and such Participant shall cease to be eligible under the LTIP. In the case where a Participant has died, any Awards held by the Participant that have vested as of the Termination Date will enure to the benefit of the Participant's heirs, executors and administrators.

Voluntary Resignation: Except as otherwise determined by the Committee, where a Participant's employment or term of office or engagement terminates by reason of a Participant's resignation, then any Awards held by the Participant that are not yet vested at the Termination Date are immediately forfeited to the Corporation on the Termination Date.

Termination without Cause: Except as otherwise determined by the Committee, where a Participant's employment or term of office or engagement terminates by reason of termination by the Corporation or an affiliate without cause (as determined by the Committee in its discretion) (whether such termination occurs with or without any or adequate notice or reasonable notice, or with or without any or adequate compensation in lieu of such notice), then any Awards held by the Participant that are not yet vested at the Termination Date are immediately forfeited to the Corporation on the Termination Date.

Termination for Cause: Except as otherwise determined by the Committee, where a Participant's employment or term of office or engagement is terminated by the Corporation or an affiliate for cause (as determined by the Committee in its discretion), or, in the case of a Consultant Participant, for breach of contract (as determined by the Committee in its discretion), then any Awards held by the Participant at the Termination Date (whether or not vested) are immediately forfeited to the Corporation on the Termination Date.

Termination of Director for other than Death or Disability: Except as otherwise determined by the Committee, where a Director Participant's term of office terminates for any reason other than death or disability of the Director Participant, the Committee or the Board may, in its discretion, at any time prior to or within 30 days following the Termination Date, provide for the vesting of any or all Awards held by a Director Participant on the Termination Date.

Change of Employment Agreement: Unless the Committee, in its discretion, otherwise determines, at any time and from time to time, Awards are not affected by a change of employment arrangement within or among the Corporation or an affiliate for so long as the individual continues to be an eligible Participant.

Discretion to Accelerate Vesting: The Committee may, in its discretion, at any time prior to or following the retirement, death, disability or termination of employment of a Participant, permit the acceleration of vesting of any or all Awards, all in the manner and on the terms authorized by the Committee, provided that the Committee's discretion to accelerate vesting where there has been a change of control is limited to only those circumstances described below.

Change in Control

Unless otherwise determined by the Committee or the Board at or after the date of grant, if a Participant ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries within 12 months following a Change in Control (as defined in the LTIP) for any reason other than for cause, voluntary resignation, retirement, death, or disability, each Award held by that Participant that is not fully vested on the date at which such person ceases to be a director, officer, employee or consultant shall become free of all restrictions, conditions and limitations and become fully vested.

Share Capital Adjustments

The Board shall have the discretion to authorize such steps to be taken as it may consider to be equitable and appropriate in the event of any Share Reorganization, Corporate Reorganization or Special Distribution (all as defined in the LTIP), including the acceleration of vesting in order to preserve proportionately the rights, value and obligations of the Participants holding Awards in the circumstances or the Board otherwise determines that it is appropriate.

Amendments

Subject to the rules, regulations and policies of the TSX and applicable law, the Committee may, without notice or shareholder approval, at any time or from time to time, make amendments to the LTIP or a specific Award that it may deem necessary, including without limitation, amendments for the purposes of: (i) altering, extending or accelerating the terms of vesting applicable to any Award or group of Awards; (ii) making any amendments to the general vesting provisions of an Award; (iii) accelerating the expiry date of conditions applicable to an Award; (iv) making any amendments to the provisions of the LTIP that relate to termination; (v) making any amendment to provide covenants of the Corporation in order to protect Participants; (vi) making any amendments not inconsistent with the LTIP as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Board, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law; (vii) making any amendments for the purposes of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error in the LTIP; (viii) making any amendments to any definitions in the LTIP; (ix) effecting amendments respecting administration of the LTIP; and (x) making amendments of a “housekeeping” or ministerial nature.

Certain amendments under the LTIP may not be made without shareholder approval, and these include: (i) amendments to the LTIP that would increase the number of Common Shares issuable from treasury under the LTIP in general, or the number of Common Shares issuable from treasury to insiders under the LTIP; (ii) amendments to any amending provision in the LTIP; (iii) amendments to the LTIP to include a form of financial assistance to Participants; and (iv) amendments required to be approved by shareholders under applicable law.

In addition, certain amendments under the LTIP may not be made without disinterested shareholder approval, and these include but are not limited to: (i) amendments that could result at any time in the number of Common Shares reserved for issuance from treasury to an insider under the LTIP exceeding 10% of the Corporation’s issued and outstanding Common Shares; (ii) amendments resulting in any extension of the term of any award under the LTIP to an insider other than the extension of awards expiring during a black-out period or during a black-out expiration term; and (iii) amendments required to be approved by disinterested shareholders under applicable law.

Performance Goals

Awards of RSUs and Restricted Stock under the LTIP may be made subject to the attainment of certain performance goals as may be set by the Committee at the time of grant.

Non-Transferability of Awards

Unless the Committee otherwise determines, awards granted under the LTIP may only be redeemed during the lifetime of the Participant by such Participant personally, provided that any Awards held by a Participant that have vested at the Termination Date will enure to the benefit of the Participant’s heirs, executors and administrators. No assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards whatsoever in any assignee or transferee. Immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect.

Summary Compensation Table

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Corporation, or a subsidiary of the Corporation, in Canadian dollars, to the Corporation's NEO's for the three most recently completed financial years (where applicable).

Name and Principal Position	Year ended	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension Value (\$)	All other compensation ⁽²⁾ (\$)	Total compensation (\$)
	April 30				Annual incentive plans (\$)	Long-term incentive plans (\$)			
Donald J. McCaffrey ⁽³⁾ President, CEO and Secretary	2016	445,000	223,380	76,917 ⁽¹⁾	175,219	N/A	Nil	56,019 ⁽³⁾	976,535
	2015	404,600	64,668	26,606	172,967	N/A	Nil	Nil	668,841
	2014	404,600	290,453	174,885	96,497	N/A	Nil	Nil	966,435
A. Brad Cann Chief Financial Officer	2016	265,000	70,518	24,185 ⁽¹⁾	57,969	N/A	Nil	Nil	417,672
	2015	255,283	20,944	8,579	97,601	N/A	Nil	Nil	382,407
	2014	241,680	49,545	51,517	34,742	N/A	Nil	Nil	377,484
Dr. Mike Sweeney ⁽⁴⁾⁽⁵⁾ Senior VP, Clinical Development	2016	486,735	60,444	20,815 ⁽¹⁾	141,857	N/A	Nil	Nil	709,851
	2015	214,279	88,000	Nil	66,910	N/A	Nil	Nil	369,189
Dr. Jan Johansson ⁽⁴⁾ Senior VP, Medical Affairs	2016	315,720	109,500	Nil	Nil	N/A	Nil	Nil	425,220
	2015	275,976	N/A	51,765	Nil	N/A	Nil	Nil	327,741
	2014	183,841	N/A	420,243	Nil	N/A	Nil	Nil	604,084
Ken Lebioda Senior VP, Business Development	2016	250,635	65,043	324,739 ⁽¹⁾	53,981	N/A	Nil	Nil	694,398
	2015	238,700	14,416	5,906	55,975	N/A	Nil	Nil	314,997
	2014	238,700	40,370	41,801	23,870	N/A	Nil	Nil	344,741

Notes:

- (1) Share-based awards and Option-based awards amounts are non-cash fair value estimates of options granted during the year, calculated using the Modified Black-Scholes pricing model, whereby the fair value of stock options above is determined on the grant date. The estimated fair market values of the stock options granted on May 21, 2015 and December 11, 2015 were \$1.98 and \$1.51, respectively. The values were based on the following key assumptions: a term of 5 years, an expected life of 4.3 years, an exercise price of \$2.26 and \$1.74 respectively, volatility of 162%, a share price of \$2.19 on May 21, 2015 and \$1.67 on December 11, 2015, and a risk-free rate of 0.8%, and expected dividend yield of 0%. For accounting purposes, the compensation expense noted above would be amortized over the vesting period of the stock options. The Modified Black-Scholes model is an industry accepted valuation method.
- (2) Except as set forth above, the value of perquisites and other personal benefits received by each NEO was not in aggregate worth \$50,000 or more, or worth 10% or more of a NEOs total salary for each financial year.
- (3) Mr. McCaffrey is a member of the Corporation's Board; however he did not receive any additional compensation for acting as a director during fiscal years 2014, 2015 and 2016. Mr. McCaffrey's 2016 other compensation is comprised of \$56,019 of vacation pay.
- (4) Amounts paid to each of Dr. Johansson and Dr. Sweeney were paid in United States Dollars and for purposes of the above disclosure converted to Canadian Dollars based on an average exchange rate of 1.0602 in 2014, 1.1499 in 2015 and 1.3155 in 2016.
- (5) Dr. Sweeney was appointed as Senior VP, Clinical Development of the Corporation effective November 3, 2014.

Pursuant to the Assignment and Services Agreement dated June 3, 2013 and effective May 1, 2012 between the Corporation and Zenith Epigenetics Corp. ("Zenith"), a biotechnology company and reporting issuer that has certain common directors and officers with the Corporation, Zenith engaged the Corporation to perform services on its behalf. As consideration for the services, Zenith pays the Corporation fees for salary and other compensation-related costs allocated to the services and reimbursable expenses incurred by Zenith. In addition, pursuant to a Management Services Agreement dated June 3, 2013 between Zenith and the Corporation, Zenith engaged the Corporation to perform all

management and administrative services pertaining to Zenith as required. Zenith pays the Corporation a fee based on the cost of the Corporation's personnel and proportionate time worked on behalf of Zenith. The amounts reflected in the above table represent the gross compensation paid or payable by the Corporation to the NEOs, without any deduction for service fees paid by Zenith to the Corporation.

Incentive Plan Awards for NEOs

Outstanding Share-based Awards and Option-based Awards

The following table sets forth, for each NEO, all option-based and share-based awards outstanding as at April 30, 2016.

Name	Option-based Awards				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price ⁽¹⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽²⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Donald J. McCaffrey	286,300	1.46	Jun 14/16	53,892	102,000	147,900	145,000
	115,600	1.28	May 30/17				
	77,400	3.27	May 29/18				
	42,800	0.65	May 26/19				
	38,800	2.26	May 21/20				
A. Brad Cann	26,000	1.46	Jun 14/16	16,786	32,200	46,690	Nil
	33,800	1.28	May 30/17				
	22,800	3.27	May 29/18				
	13,800	0.65	May 26/19				
	12,200	2.26	May 21/20				
Dr. Mike Sweeney	10,500	2.26	May 21/20	Nil	127,600	185,020	Nil
Dr. Jan Johansson	200,000	1.46	Jun 14/16	52,500	50,000	72,500	Nil
	300,000	2.86	Jun 10/18				
	75,000	0.75	May 26/19				
Ken Lebioda	126,000	1.46	Jun 14/16	13,907	29,700	43,065	Nil
	37,100	1.28	May 30/17				
	18,500	3.27	May 29/18				
	9,500	0.65	May 26/19				
	11,300	2.26	May 21/20				
	200,000	1.74	Dec 11/20				

Notes:

- (1) The exercise price for the options was the five day volume weighted average trading price of the Corporation's Common Shares on the Toronto Stock Exchange immediately preceding the date of grant. In accordance with the terms of a plan of arrangement amongst the Corporation, Zenith Epigenetics Corp. and RVX Therapeutics Inc. made effective June 3, 2013, the exercise prices for all of the Corporation's then outstanding stock options were amended. These price amendments are reflected in the above table.
- (2) The closing market price of the Corporation's Common Shares on the Toronto Stock Exchange on April 29, 2016 was \$1.45.

Incentive Plan Awards – Value Vested or Earned During the Year

The following table sets forth, for each NEO, the value vested or earned on all option-based awards, share-based awards, and non-equity incentive plan compensation during the financial year ended April 30, 2016.

Name	Option-based Awards – Value vested during the year⁽¹⁾ (\$)	Share-based Awards – Value vested during the year⁽¹⁾ (\$)	Non-equity incentive plan compensation – value earned during the year (\$)
Donald J. McCaffrey	32,100	345,231	175,219
A. Brad Cann	10,350	49,580	57,969
Dr. Mike Sweeney	Nil	163,000	141,857
Dr. Jan Johansson	51,750	Nil	Nil
Ken Lebioda	7,125	36,210	53,981

Notes:

(1) On May 26, 2015 and May 29, 2015, stock options and RSU's vested for the NEOs listed above. The closing market price of the Corporation's Common Shares on the Toronto Stock Exchange was \$2.15 on May 26, 2015 and \$2.44 on May 29, 2015. On June 10, 2015 and June 30, 2015, stock options vested for an NEO listed above. The closing market price of the Corporation's Common Shares on the Toronto Stock Exchange was \$2.33 on June 10, 2015 and \$2.13 on June 30, 2015. On October 3, 2015 and December 15, 2015, RSUs vested for NEOs listed above. The closing market price of the Corporation's Common Shares on the Toronto Stock Exchange was \$1.87 on October 3, 2015 and \$1.63 on December 15, 2015.

Termination and Change of Control Benefits

As at April 30, 2016, the Corporation had executive employment agreements with each of Mr. McCaffrey, Mr. Cann, Dr. Sweeney and Mr. Lebioda and a consulting management agreement with Artery Therapeutics, Inc., a corporation controlled by Dr. Johansson, all of which include certain termination and change of control benefits, which are described below. The employment agreements and consulting management agreement are reviewed annually by the Compensation and HR Committee.

Donald J. McCaffrey

Mr. McCaffrey's employment agreement extends indefinitely, unless terminated by either party in accordance with the terms of the agreement. In the event of (i) a change of control, or (ii) for termination other than for cause, disability, death and voluntary termination, the President and CEO is entitled to severance equal to five months of base salary plus one month of base salary for each completed year of service subsequent to October 2, 2013, up to a total maximum of 18 months base salary, plus all accrued but unpaid bonuses. The agreement also provides for a 12 month non-competition clause following the termination of the agreement.

A. Brad Cann

Mr. Cann's employment agreement extends indefinitely, unless terminated by either party in accordance with the terms of the agreement. In the event of (i) a change of control, or (ii) for termination other than for cause, disability, death, and voluntary termination, the CFO is entitled to severance equal to 12 months base salary, plus all accrued but unpaid bonuses, with 50 percent payable immediately and 50 percent payable within six months after termination.

Dr. Mike Sweeney

Dr. Sweeney's employment agreement extends indefinitely, unless terminated by either party in accordance with the terms of the agreement. In the event of (i) a change of control, or (ii) for termination other than for cause, disability, death and voluntary termination, the Senior VP, Clinical Development is entitled to severance equal to five months of base salary plus one month of base salary for each

completed year of service subsequent to November 2, 2014, up to a total maximum of 18 months base salary, plus all accrued but unpaid bonuses.

Dr. Jan Johansson

Management fees are paid pursuant to a consulting management agreement between the Corporation and Artery Therapeutics, Inc., a corporation controlled by Dr. Johansson. In the event of (i) a change of control, or (ii) for termination other than for cause, disability, death, and voluntary termination, Dr. Johansson is entitled to severance equal to 12 months of fees.

Ken Lebioda

Mr. Lebioda's employment agreement extends indefinitely, unless terminated by either party in accordance with the terms of the agreement. In the event of (i) a change of control, or (ii) for termination other than for cause, disability, death and voluntary termination, the Senior VP, Business Development is entitled to severance equal to three months of base salary plus one month of base salary for each completed year of service subsequent to July 1, 2011, up to a total maximum of 18 months base salary, plus all accrued but unpaid bonuses.

Estimated Incremental Payment Obligations at April 30, 2016

The estimated incremental payment obligations of the Corporation related to the termination entitlements set forth above for each of the NEO's, assuming that the triggering event took place on April 30, 2016, are as follows:

Named Executive Officer	(\$)
Donald J. McCaffrey	486,148
A. Brad Cann	346,411
Dr. Mike Sweeney ⁽¹⁾	400,201
Dr. Jan Johansson ⁽¹⁾	315,720
Ken Lebioda	210,789

Notes:

(1) The estimated severance amounts for Dr. Johansson and Dr. Sweeney were converted to the Canadian dollar equivalent based on 1.3155 yearly average exchange rate for the fiscal period ended April 30, 2016.

The Board may in its discretion provide that all unvested options and LTIP awards issued to the NEOs vest upon the occurrence of a change of control in accordance with the provisions of the Corporation's Option Plan and LTIP. The value of unvested options held by such NEOs as at April 30, 2016 was \$Nil. The value of unvested LTIP awards held by such NEO's as at April 30, 2016 was \$495,175, as outlined in the "Market or payout value of share-based awards that have not vested" column of the table titled "Outstanding Share-based Awards and Option-based Awards".

Director Compensation

Effective August 21, 2014, the Board agreed to pay the following fees to the Corporation's directors:

Annual Fee for a Director	\$ 15,000
Additional Annual Fee for Chair of the Board	\$ 15,000
Additional Annual Fee for Committee Chairs	\$ 8,000
Meeting Fee for Board Meetings	\$ 1,200
Additional Meeting Fee for Chair of the Board	\$ 1,200
Meeting Fee for Committee Meetings	\$ 850
Additional Meeting Fee for Committee Chairs	\$ 850

Effective April 2, 2016, Dr. Smith was appointed as Lead Director of the Corporation and an additional annual fee of \$10,000/year was approved for the Lead Director.

Expenses that are incurred by each director related to attendance at meetings of the Board or committees thereof are reimbursed.

By policy, management directors are not paid an annual fee or a meeting fee.

During the financial year ended April 30, 2016, the directors of the Corporation were paid aggregate compensation of \$738,879.

Director Compensation Table

The following table sets forth all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by the Corporation, in Canadian dollars, to the following individuals who were directors of the Corporation for the most recently completed financial year, excluding Donald J. McCaffrey, an NEO of the Corporation, whose compensation has been previously disclosed in this Information Circular.

Name	Fees Earned (\$)	Share-based awards (\$)	Option-based awards⁽¹⁾ (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Dr. Peter Johann ⁽²⁾	53,767	N/A	126,291	N/A	Nil	Nil	180,058
Kelly McNeill	53,575	N/A	75,774	N/A	Nil	Nil	129,349
Kenneth Zuerblis	48,700	N/A	75,774	N/A	Nil	Nil	124,474
Dr. Eldon R. Smith	50,050	N/A	75,774	N/A	Nil	Nil	125,824
Norma Biln ⁽²⁾	3,283	N/A	86,304	N/A	Nil	Nil	89,587
Shawn Lu ⁽²⁾	3,283	N/A	86,304	N/A	Nil	Nil	89,587

Notes:

- (1) Share-based awards and Option-based awards amounts are non-cash fair value estimates of options granted during the year, calculated using the Modified Black-Scholes pricing model, whereby the fair value of stock options above is determined on the grant date. The estimated fair market values of the stock options granted on May 1, 2015 and April 2, 2016 were \$2.53 and \$1.15, respectively. The values were based on the following key assumptions: a term of 5 years, an expected life of 4.3 years, an exercise price of \$2.82 and \$1.28 respectively, volatility of 162%, a share price of \$2.79 on May 1, 2015 and \$1.27 on April 2, 2016, and a risk-free rate of 0.6%, and expected dividend yield of 0%. For accounting purposes, the compensation expense noted above would be amortized over the vesting period of the stock options. The Modified Black-Scholes model is an industry accepted valuation method.
- (2) Effective April 2, 2016, Dr. Johann resigned as a director and Chair of the Board and Ms. Biln and Mr. Lu were appointed as directors of the Corporation.

Outstanding Share-based Awards and Option-based Awards to Directors

The following table sets forth for each director, other than Mr. McCaffrey as NEO, all option-based and share-based awards outstanding at April 30, 2016.

Name	Option-based Awards ⁽¹⁾				Share-based Awards		
	Number of securities underlying unexercised options (#)	Option exercise price ⁽²⁾ (\$)	Option expiration date	Value of unexercised in-the-money options ⁽³⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market or payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Dr. Peter Johann ⁽⁴⁾	50,000	1.46	Jun 14/16	24,000	N/A	N/A	N/A
	50,000	1.37	May 1/17				
	50,000	3.19	May 6/18				
	25,000	0.65	May 26/19				
	50,000	2.82	May 1/20				
Kelly McNeill	30,000	1.46	Jun 14/16	14,400	N/A	N/A	N/A
	30,000	1.37	May 1/17				
	30,000	3.19	May 6/18				
	15,000	0.65	May 26/19				
	30,000	2.82	May 1/20				
Kenneth Zuerblis	30,000	1.46	Jun 14/16	14,400	N/A	N/A	N/A
	30,000	1.37	May 1/17				
	30,000	3.19	May 6/18				
	15,000	0.65	May 26/19				
	30,000	2.82	May 1/20				
Dr. Eldon R. Smith	30,000	1.46	Jun 14/16	14,400	N/A	N/A	N/A
	30,000	1.37	May 1/17				
	30,000	3.19	May 6/18				
	15,000	0.65	May 26/19				
	30,000	2.82	May 1/20				
Norma Biln	75,000	1.28	Apr 2/21	Nil	N/A	N/A	N/A
Shawn Lu	75,000	1.28	Apr 2/21	Nil	N/A	N/A	N/A

Notes:

- (1) All options granted to the directors have been granted pursuant to the Corporation's Option Plan. See "SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS" elsewhere in this Information Circular.
- (2) The exercise price for all options was the five day volume weighted average trading price of the Corporation's Common Shares on the Toronto Stock Exchange immediately preceding the date of grant. In accordance with the terms of a plan of arrangement amongst the Corporation, Zenith Epigenetics Corp. and RVX Therapeutics Inc. made effective June 3, 2013, the exercise prices for all of the Corporation's then outstanding stock options were amended. These price amendments are reflected in the above table.
- (3) The closing price of the Corporation's Common Shares on the Toronto Stock Exchange on April 29, 2016 was \$1.45.
- (4) In connection with Dr. Johann's resignation from the Board effective April 2, 2016, the Board approved the continuation of Dr. Johann's stock options (held in the name of NGN BioMed Opportunity II LP) until their respective original expiry dates.

Incentive Plan Awards to Directors – Value Vested or Earned During the Year

The following table sets forth for each director, other than Mr. McCaffrey as NEO, the value vested or earned on all option-based awards during the financial year ending April 30, 2016. Directors of the Corporation do not participate in any share-based awards or non-equity incentive plans of the Corporation.

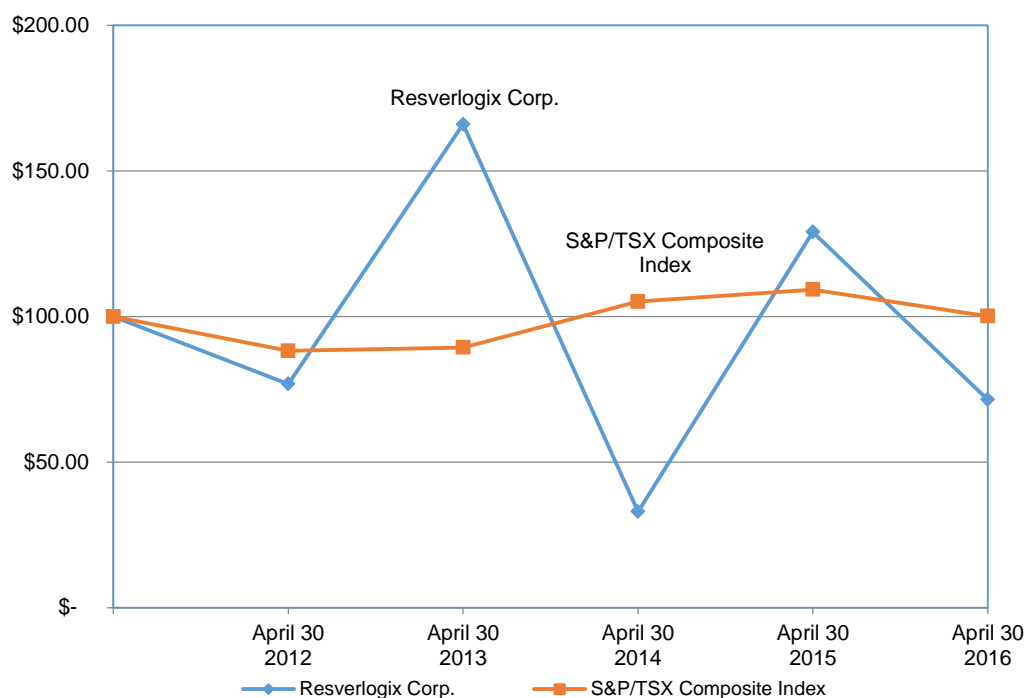
Name	Option-based Awards – Value vested during the year ⁽¹⁾ (\$)	Share-based Awards – Value vested during the year (\$)	Non-equity incentive plan compensation – value earned during the year (\$)
Dr. Peter Johann	18,750	N/A	N/A
Kenneth Zuerblis	11,250	N/A	N/A
Dr. Eldon R. Smith	11,250	N/A	N/A
Kelly McNeill	11,250	N/A	N/A
Norma Bilh	N/A	N/A	N/A
Shawn Lu	N/A	N/A	N/A

Notes:

(1) On May 6, 2015 and May 26, 2015, stock options vested for most of the directors listed above. The closing market price of the Corporation's Common Shares on the Toronto Stock Exchange was \$2.76 on May 6, 2015 and \$2.15 on May 26, 2015.

PERFORMANCE GRAPH

The following graph illustrates the cumulative total Shareholder return of a \$100 investment in the Corporation's Common Shares, compared with the cumulative total return of the S&P/TSX Composite Index. The time frame selected for the following performance graph is the Corporation's last five fiscal years (beginning on May 1, 2011 through to April 30, 2016).



The trend shown by the above performance graph does not directly correlate to the compensation payable to the NEOs. The factors considered by the Corporation's Compensation and HR Committee and Board in determining compensation matters, such as individual and company performance and demand for skilled professionals, may not be heavily influenced by the market price of the Common Shares.

The cumulative Shareholder return realized on the Common Shares is affected by a number of different factors, including company performance, regional and global economic conditions, the performance of the global financial markets generally and other factors, some of which are discussed under the heading "Risk Factors" in the Corporation's Annual Information Form dated July 27, 2016, which is available on

the Corporation's website and has been filed on and is accessible through SEDAR at www.sedar.com. Many of these factors are outside of the control of the Corporation.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth securities of the Corporation that are authorized for issuance under equity compensation plans as at the end of the Corporation's most recently completed financial year.

Plan Category	Number of Common Shares to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of Common Shares remaining available for issuance under equity compensation plans (excluding securities reflected in column a)
Equity compensation plans approved by securityholders ⁽³⁾	4,467,330 ⁽¹⁾	\$1.51 ⁽¹⁾	6,052,212 ⁽²⁾
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	4,467,330	\$1.51	6,052,212

Notes:

- (1) 3,878,233 stock options approved by securityholders and 589,097 restricted share units/restricted stock approved by securityholders. The weighted average exercise price of the 3,878,233 stock options was \$1.74. The restricted share units/restricted stock are subject to vesting criteria but do not require payment of an exercise price.
- (2) The aggregate number of Common Shares that may be reserved for issuance from treasury under the Option Plan and the LTIP shall not exceed 10% of the issued and outstanding shares of the Corporation. At April 30, 2016, the Corporation had 105,195,416 Common Shares issued and outstanding.
- (3) For a complete description of the material features of the Option Plan and LTIP, see "EXECUTIVE COMPENSATION – Option Plan" and "EXECUTIVE COMPENSATION – Long-Term Incentive Plan".

AUDIT COMMITTEE INFORMATION

Under National Instrument 52-110 Audit Committees, the Corporation is required to include in its Annual Information Form ("AIF") the disclosure required under Form 52-110F1 with respect to its audit committee, including the text of its audit committee charter, the composition of the audit committee and the fees paid to the external auditor and to include in its management information circular a cross-reference to the sections in the AIF that contain the required information. The Corporation's disclosure with respect to the foregoing is contained in the section of the AIF dated July 27, 2016 entitled "Directors and Executive Officers - Audit Committee Matters". The AIF is available under the Corporation's profile on SEDAR at www.sedar.com.

DISCLOSURE OF CORPORATE GOVERNANCE PRACTICES

General

The Board and senior management of the Corporation consider good corporate governance to be central to the effective operation of the Corporation and are committed to maintaining a high standard of corporate governance.

The Board has delegated primary responsibility for the development of certain governance practices and mechanisms to the Corporate Governance and Nominating Committee. The Corporate Governance and Nominating Committee's charter provides that the responsibilities of such committee include: (i) establishing and reviewing member characteristics for the Board; (ii) evaluating, identifying and recommending nominees to the Board; (iii) monitoring and reviewing the education and development of members of the Board; (iv) recommending directors to serve as committee members and chairs; (v) reviewing and developing corporate governance guidelines, policies and procedures for the Board; (vi) establishing and implementing evaluation processes for the Board, committees and chairs; (vii) establishing procedures for the engagement of independent counsel by a director; (viii) reviewing disclosure by the Corporation of matters within the committee's mandate; and (ix) reviewing and evaluating the committee's charter and efficacy.

The Board and the Corporation have devoted significant attention and resources to reviewing the Corporation's corporate governance practices and ensuring that the Corporation's system of corporate governance will meet applicable legal requirements on an ongoing basis. The Board adopted its Terms of Reference ("**Terms of Reference**") and a number of policies including policies related to insider trading, disclosure and the media, and a whistleblower policy, to assist the Corporation in maintaining a high standard of corporate governance. With input from the relevant committees, the Board also created the charters for its committees: the Audit and Finance Committee, the Compensation and HR Committee, and the Corporate Governance and Nominating Committee.

The Board and the Corporation has adopted Corporate Governance Guidelines (which set out the responsibilities of the Board as a whole, the structure of the Board, the responsibilities of directors and other matters related to the operations of the Board) and a Code of Ethics and Business Conduct (which is applicable to all directors, officers and employees of the Corporation).

In March 2016, the Corporate Governance and Nominating Committee conducted its annual review of the Corporation's governance policies, charters and terms of reference and minor amendments were recommended. The Board is committed to continuing to monitor new developments relating to governance best practices to ensure the Corporation is achieving compliance and implementing processes accordingly.

In April 2016, the Board of the Corporation appointed Mr. Donald J. McCaffrey as Chairman and Dr. Eldon Smith as Lead Director and position descriptions have been approved for these positions. Since Mr. McCaffrey is not an independent Chairman, Dr. Smith, as Lead Director, works to ensure that the board operates independently of management and that Board members have an independent leadership contact. The Chairman manages the affairs of the Board, with a view to ensuring that the Board functions effectively and meets its obligations and responsibilities. As the Board is comprised of a majority of independent directors, each of whom has significant experience in, and an understanding of the role and responsibilities of acting as a director, the independent directors believe that they collectively provide active and appropriate leadership amongst themselves with respect to stewardship of the Corporation.

Set out below is a description of certain corporate governance practices of the Corporation.

Board of Directors

National Policy 58-201 – *Corporate Governance Guidelines* recommends that boards of directors of reporting issuers be composed of a majority of independent directors. The Board is currently comprised of six directors, all of whom are being proposed for re-election at the Meeting. Pursuant to the Terms of Reference, the Board is responsible for assessing director independence. The Board has assessed the independence of each director in accordance with National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Instrument 52-110 – *Audit Committees* ("**NI 52-110**"). Following this assessment as at the Effective Date, the Board concluded that five of the six existing directors (and therefore a majority of the directors), being Mr. McNeill, Dr. Smith, Mr. Zuerblis, Ms. Biln and Mr. Lu are independent. Mr. McCaffrey is not considered independent by virtue of his executive position with the Corporation.

The Corporation and the Board recognize the significant commitment involved in being a member of the Board. The Corporate Governance Guidelines set out rules regarding limitations on the number of boards of other publicly traded companies on which a director may serve, the minimum number of Board meetings to be held annually by the Corporation, orientation and continuing education for Board members, as well as Board and management responsibilities.

Currently, the following directors serve on the boards of directors of other reporting issuers in Canada (or the equivalent in a foreign jurisdiction) as listed below. Some of the directors currently serve together on the board of Zenith Capital Corp., a non-exchange listed reporting issuer.

Director	Public Company Board Membership
Donald J. McCaffrey	Zenith Capital Corp. (reporting issuer only)
Kelly McNeill	Zenith Capital Corp. (reporting issuer only)
Dr. Eldon R. Smith	Aston Hill Financial Inc. – TSX Intellipharma International Inc. – TSX/NASDAQ Zenith Capital Corp. (reporting issuer only)
Kenneth Zuerblis	Stemline Therapeutics, Inc. – NASDAQ Zenith Capital Corp. (reporting issuer only)
Norma Biln	N/A
Shawn Lu	Quest PharmaTech Inc. – TSX Venture

The Board generally meets five times per year and additionally during the year as the need arises. The frequency and length of meetings and the nature of agenda items depend upon the circumstances. Meetings are generally lengthy, detailed and well attended, and are conducted in an atmosphere that encourages participation and independence. In order to promote candid discussion among the independent directors, an in-camera session is considered at every board and committee meeting, from which Mr. McCaffrey, and any management invitees in attendance are recused. Information regarding the number of board and committee meetings held during the fiscal year ended April 30, 2016 and the attendance at such meetings is provided below:

	Board	<u>Committees</u>		
		Audit and Finance	Corporate Governance and Nominating	Compensation and HR
Number of Meetings Held	6	5	3	3
Number of Meetings Attended				
Donald J. McCaffrey	6 of 6	n/a	n/a	n/a
Dr. Peter Johann	5 of 6	n/a	3 of 3	3 of 3
Kelly McNeill	6 of 6	5 of 5	3 of 3	3 of 3
Kenneth Zuerblis	6 of 6	5 of 5	n/a	n/a
Dr. Eldon R. Smith	5 of 6	4 of 5	3 of 3	3 of 3
Norma Biln	1 of 1	n/a	n/a	n/a
Shawn Lu	1 of 1	n/a	n/a	n/a

Board Mandate

The Board's primary responsibility is for the stewardship of the Corporation and the Board's fundamental objectives are to enhance and preserve long-term Shareholder value and to ensure that the Corporation meets its obligations on an on-going basis and operates in a reliable and safe manner. In performing its duties, the Board may also consider the legitimate interests which other stakeholders, such as employees, clinical trial participants, regulatory authorities and communities, may have in the Corporation. In broad terms, the stewardship of the Corporation involves the Board in strategic planning, risk management and mitigation, senior management determination, communication planning, and internal control integrity.

The Board discharges these responsibilities directly and through delegation of specific responsibilities to committees of the Board, and officers of the Corporation.

The Board Terms of Reference are attached as Appendix A.

Position Descriptions

The Board has developed formal written position descriptions for the Chair, Lead Director, Chief Executive Officer and committee chairs. The Board believes in a management team of the highest calibre and delegates specific duties and responsibilities to board committees and management and imposes certain limitations as to the authority of the committees and management including for example discretionary spending limits within the annual capital expenditure budget and an investment policy specifying how and where the Corporation invests its cash. The Chief Executive Officer, together with other senior management, is responsible for ensuring that the corporate objectives, developed annually with the Board, are met in order to enhance Shareholder value. The Lead Director provides independent leadership to the Board, and facilitates the functioning of the Board independently of the Corporation's management and maintains and enhances the quality of the Corporation's corporate governance practices.

Orientation and Continuing Education

Each new director on the Board is provided with a director's manual, which is updated on a regular basis. New members are expected to review and become familiar with its contents. The director's manual contains the Board Terms of Reference, committee terms of reference, Corporate Governance Guidelines, the Code of Business Conduct and Ethics and the position descriptions of any officers and Committee Chairs, other key corporate policies and relevant corporate and Board information.

The Corporation also provides directors with opportunities to increase their knowledge and understanding of the Corporation's business. Briefings on strategic issues are conducted regularly, and typically include reviews of the competitive environment, the Corporation's performance relative to its peers, and any other developments that could materially affect the Corporation's business. In addition, the Board is briefed on a regular basis on corporate governance developments and emerging best practices in corporate governance.

Ethical Business Conduct

The Board adopted a Code of Business Conduct and Ethics ("**Code**") which sets out in detail the purpose, scope and application of the Code and outlines general principles by which the Corporation is governed. The Code and the method of administering the Code, handling inquiries and complaints, investigating violations, and reporting to the Board on matters related to the Code has been communicated to directors, officers and employees. The Code is available on the Corporation's website and has been filed on and is accessible through SEDAR at www.sedar.com.

The Board and the Audit and Finance Committee have established a Whistleblower Policy and engaged an independent whistleblower service provider to encourage employees, officers and directors to raise concerns regarding any matters, including accounting, internal controls or auditing matters, on a confidential basis free from discrimination, retaliation or harassment. A report on the status of any matters arising from the Whistleblower Policy is provided at each meeting of the Audit and Finance Committee.

In addition, in order to ensure independent judgment in considering transactions/agreements in which a director/officer has a material interest, all related party transactions are approved by the independent directors and all payments under related party transactions are approved by the Audit and Finance Committee.

Nomination of Directors

The responsibility for identifying new candidates for Board nomination has been delegated to the Corporate Governance and Nominating Committee. As of the Effective Date, the Corporate Governance and Nominating Committee is comprised of Dr. Smith, Mr. McNeill and Ms. Biln, all of whom are independent directors. For further information concerning the responsibilities, powers and operations of

the Corporate Governance and Nominating Committee see above under “General”. If a vacancy occurs on the Board, or if additional members are deemed necessary, the Corporate Governance and Nominating Committee will, in consultation with the President and CEO, identify candidates who satisfy the skills and characteristics criteria and the long-term plan for the Board composition established by such committee. The Corporate Governance and Nominating Committee will recommend such candidates to the Board for appointment.

Compensation

Further information regarding the activities of the Compensation and HR Committee is provided under the heading “EXECUTIVE COMPENSATION” elsewhere in this Management Information Circular.

Other Board Committees

The Board does not have any standing committees other than the Audit and Finance Committee, the Corporate Governance and Nominating Committee and the Compensation and HR Committee.

The Board from time to time and on an ad hoc basis may determine it to be in the best interests of the Corporation to form special committees of the Board to review or investigate specific matters and report findings or recommendations to the Board for further consideration. Following the completion or finalization of the matter or purpose for which the special committee had been established, the special committee is dissolved and ceases to exist.

Board Assessments

In May 2016, the Corporate Governance and Nominating Committee coordinated, and the Board completed its annual formal evaluation process to assess the effectiveness of the Board as a whole, including a general review of the committees of the Board and the contribution of individual directors. The results of the evaluation and recommendations relating thereto were discussed and considered by the Board and action items were addressed accordingly.

Term Limits

The Board has not adopted term limits for Board members or other mechanisms of Board renewal. However, the Corporate Governance and Nominating Committee has a process in place for the annual review of the performance of individual directors, the Board as a whole and the Board committees. Through this annual review process, the Corporate Governance and Nominating Committee determines whether an individual director is able to continue to make an effective contribution and recommends changes when appropriate. The Board is of the view that a regular review process is more effective than arbitrary term limits or other mechanisms of Board renewal such as mandatory retirement.

Representation of Women on the Board and in Executive Officer Positions

The Board has adopted a written diversity policy that sets out the Corporation’s approach to diversity, including gender diversity, on the Board and among the executive officers of the Corporation. The Corporate Governance and Nominating Committee and the Board aim to attract and maintain a Board and an executive team that have an appropriate mix of diversity, skill and expertise. All Board and executive officer appointments are based on merit, and the skill and contribution that the candidate is expected to bring to the Board and the executive team, with due consideration given to the benefits of diversity.

Pursuant to the diversity policy, when considering the composition of, and individuals to nominate or appoint to, the Board and the executive team, the Corporate Governance and Nominating Committee and the Board, as applicable, shall consider diversity from a number of perspectives, including but not limited to gender, age, ethnicity and cultural diversity. In addition, when assessing and identifying potential new

members to join the Board or the executive team, the Corporate Governance and Nominating Committee and the Board, as applicable, consider the current level of diversity on the Board and the executive team.

The Corporate Governance and Nominating Committee and the Board are responsible for developing objectives to implement the diversity policy and to measure its effectiveness. The Corporate Governance and Nominating Committee annually considers whether to set targets based on diversity for the appointment of individuals to the Board or the executive team, recognizing that notwithstanding any targets set in any given year, the selection of diverse candidates will depend on the pool of available candidates with the necessary skills, knowledge and experience. At this time, the Corporate Governance and Nominating Committee has not established a target regarding the number of women on the Board or the executive management team, as Board and management turnover is infrequent and the Corporate Governance and Nominating Committee intends to measure the effectiveness of the policy by monitoring the increase in female representation over time. The Corporation currently has one woman that serves on the Board and one woman in an executive officer position.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

To the knowledge of the Board and management of the Corporation, no director or executive officer of the Corporation or anyone who has held office as such since the beginning of the last financial year of the Corporation nor any proposed nominee for election as a director of the Corporation or of any associate or affiliate of any of the foregoing has a material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, except as otherwise disclosed herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth below, to the knowledge of the Board and management of the Corporation, none of the Corporation's directors, executive officers or companies or persons that beneficially own or control or direct, directly or indirectly, or a combination of both, more than 10 percent of the Corporation's Common Shares, proposed nominees for election as directors of the Corporation or any of their respective associates or affiliates, has any material interest in any transaction with the Corporation since the commencement of the Corporation's last financial year, or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

In July 2015, the Corporation completed a private placement of 13,270,000 Common Shares and 1,000,000 common share purchase warrants to Shenzhen Hepalink Pharmaceutical Co., Ltd. ("**Hepalink**") and 5,600,000 Common Shares and 422,005 common share purchase warrants to Eastern Capital Limited ("**Eastern**") for aggregate proceeds of approximately CAD\$50 million, or CAD\$2.67 per unit. Each warrant is exercisable at a price of CAD\$2.67 for a period of five years. After giving effect to the transaction, Hepalink held approximately 12.6% of the Corporation's outstanding Common Shares and Eastern held approximately 19.6% of the Corporation's outstanding Common Shares.

In conjunction with the private placement, the Corporation entered into a license agreement with Hepalink whereby the Corporation granted Hepalink an exclusive license for development and commercialization of apabetalone/RVX-208 for China, Hong Kong, Taiwan and Macau for all indications. The license provides for certain milestone payments based on net sales of apabetalone/RVX-208 in the licensed territories and for Hepalink to pay a royalty of 6% of annual net sales of apabetalone/RVX-208 in the licensed territories.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

No director, proposed director, officer, nor any of their respective associates is or has been at any time during the financial year ended April 30, 2016 been indebted to the Corporation or any of its subsidiaries, nor has any such individual been indebted to any other entity where such indebtedness is the subject of a guarantee, support agreement, letter of credit or similar arrangement or understanding provided by the Corporation or any of its subsidiaries.

OTHER MATTERS

As of the date of this Management Information Circular, the Board and management know of no amendment, variation or other matter to come before the Meeting other than the matters referred to in the Notice of Meeting; however, if any other matter properly comes before the Meeting, proxies in favour of management nominees will be voted on such matter in accordance with the best judgment of the person or persons voting the proxy.

The contents and the sending of this Management Information Circular have been approved by the Directors of the Corporation.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at www.sedar.com. Financial information relating to the Corporation's most recently completed financial year is provided in the Corporation's comparative financial statements and management's discussion and analysis available on SEDAR. A shareholder may contact the Corporation at 300, 4820 Richard Road SW, Calgary, Alberta, T3E 6L1, Attention: CFO, to obtain a copy of the Corporation's most recent financial statements and management discussion and analysis.

Dated November 3, 2016

APPENDIX "A" ATTACHED TO AND MADE A PART OF THE MANAGEMENT INFORMATION CIRCULAR IN CONNECTION WITH THE ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS OF RESVERLOGIX CORP. TO BE HELD ON DECEMBER 15, 2016 AND ANY ADJOURNMENT THEREOF

BOARD OF DIRECTORS' TERMS OF REFERENCE

RESVERLOGIX CORP.

BOARD OF DIRECTORS - TERMS OF REFERENCE

The board of directors (the "Board") of Resverlogix Corp. ("Resverlogix") is responsible for overseeing the conduct of the business of Resverlogix and the activities of management, who are responsible for the day-to-day conduct of the business.

Composition and Operation

The Board operates by delegating certain of its authorities to management and by reserving certain powers to itself. The Board retains responsibility for managing its own affairs, including selecting its chair, planning its composition and size, nominating candidates for election to the Board, constituting committees of the Board, and delegate to such committees specific responsibilities, pursuant to their respective mandate, as approved by the Board, determining director compensation, and assessing the effectiveness of the Board, committees and directors in fulfilling their responsibilities. Subject to the articles and by-laws of Resverlogix and the *Business Corporations Act* (Alberta), the Board may constitute, seek the advice of, and delegate powers, duties and responsibilities to, committees of the Board.

Responsibilities

The Board's primary responsibility is for the stewardship of Resverlogix and the Board's fundamental objectives are to enhance and preserve long-term shareholder value and to ensure that Resverlogix meets its obligations on an on-going basis and operates in a reliable and safe manner. In performing its duties, the Board may also consider the legitimate interests other stakeholders, such as employees, customers and communities, may have in Resverlogix. In broad terms, the stewardship of Resverlogix involves the Board in strategic planning, risk management and mitigation, senior management determination, communication planning, and internal control integrity.

Specific Duties

The Board's specific duties, obligations and responsibilities fall into the categories outlined below.

- (a) Legal Requirements
 - (i) The Board has oversight responsibility for Resverlogix's satisfaction of its legal obligations and for properly preparing, approving and maintaining Resverlogix's documents and records.
 - (ii) The Board has the statutory obligation to:
 - (A) manage, or supervise the management of, the business and affairs of Resverlogix;
 - (B) act honestly and in good faith with a view to the best interests of Resverlogix;
 - (C) exercise the care, diligence and skill that reasonably prudent people would exercise in comparable circumstances; and
 - (D) act in accordance with its obligations contained in the *Business Corporations Act* (Alberta) and the regulations thereunder, Resverlogix's articles and by-laws, and other relevant legislation and regulations.

- (iii) The Board has the statutory obligation to consider as a board of directors, and may not delegate to management or to a committee of directors, certain matters including but not limited to the following matters:
- (A) submission to the shareholders of any question or matter requiring the approval of the shareholders;
 - (B) filling a vacancy among the directors or in the office of auditor;
 - (C) appointing additional directors;
 - (D) issuing securities, including granting of options, except in the manner and on the terms authorized by the Board;
 - (E) declaring dividends;
 - (F) purchasing, redeeming or otherwise acquiring shares issued by Resverlogix, except in the manner and on the terms authorized by the Board;
 - (G) paying a commission to any person in consideration of the person's purchasing or agreeing to purchase shares of Resverlogix from Resverlogix or from any other person, or procuring or agreeing to procure purchasers for shares of Resverlogix;
 - (H) approving any management proxy circular relating to a solicitation of proxies by or on behalf of the management of Resverlogix;
 - (I) approving any take over bid circular or directors' circular;
 - (J) approving any annual or interim financial statements of Resverlogix;
 - (K) approving the Annual Information Form of Resverlogix;
 - (L) adopting, amending or repealing by-laws; and
 - (M) recording and maintaining minutes of meetings of the Board.

(b) Governance Policies

The Board is responsible for developing Resverlogix's approach to corporate governance, including:

- (A) developing a set of corporate governance guidelines for Resverlogix;
- (B) approving and monitoring compliance with all significant policies and procedures relating to corporate governance; and
- (C) implementing appropriate structures and procedures to permit the Board to function independently of management.

(c) Strategy Determination

The Board is responsible for ensuring that there are long-term goals and a strategic planning process in place for Resverlogix and participating with management directly or through its

committees in approving the mission of Resverlogix and the strategic plan by which Resverlogix proposes to achieve its goals including:

- (A) adopting a strategic planning process and reviewing and approving annually a corporate strategic plan and vision which takes into account, among other things, the opportunities and risks of the business on a long-term and short-term basis;
- (B) reviewing and approving management's strategic and operational plans to ensure they are consistent with the corporate vision; and
- (C) monitoring performance against both short-term and long-term strategic plans and annual performance objectives.

(d) Managing Risk

The Board is responsible for understanding the principal risks of the business in which Resverlogix is engaged, and reviewing whether Resverlogix achieves a proper balance between risks incurred and the potential return to shareholders, and confirming that there are systems in place that effectively monitor and manage those risks with a view to the long-term viability of Resverlogix.

(e) Appointment, Training and Monitoring Senior Management

The Board is responsible for:

- (A) appointing the chief executive officer of Resverlogix (the "CEO"), monitoring and assessing the CEO's performance, determining the CEO's compensation, and providing advice and counsel to the CEO in the execution of the CEO's duties;
- (B) approving or developing the corporate objectives that the CEO is responsible for meeting and assessing the CEO against those objectives;
- (C) approving the appointment and remuneration of all officers of Resverlogix;
- (D) confirming that adequate provision has been made for the training and development of management and for the orderly succession of management; and
- (E) approving, as recommended by the Compensation and HR Committee, the succession plans for the Chief Executive Officer and Chief Financial Officer.

(f) Corporate Social Responsibility, Ethics and Integrity

The Board is responsible for:

- (A) taking all reasonable steps to satisfy itself of the integrity of the CEO and management and satisfying itself that the CEO and management create a culture of integrity throughout the organization;
- (B) approving Resverlogix's ethics policy; and
- (C) monitoring compliance with Resverlogix's ethics policy and grant and disclose, or decline, any waivers of the ethics policy for officers and directors.

(g) Reporting and Communication

The Board is responsible for:

- (A) verifying that Resverlogix has in place policies and programs to enable Resverlogix to communicate effectively with its shareholders, other stakeholders and the public generally;
- (B) verifying that the financial performance of Resverlogix is adequately reported to shareholders, other security holders and regulators on a timely and regular basis;
- (C) verifying that Resverlogix's financial results are reported fairly and in accordance with generally accepted accounting principles;
- (D) verifying the timely reporting of any other developments that have a significant and material effect on the value of Resverlogix;
- (E) reporting annually to shareholders on the Board's stewardship of the affairs of Resverlogix for the preceding year; and
- (F) adopting measures for receiving feedback from stakeholders and ensuring appropriate disclosures of the measures are made.
- (G) annually reviewing Resverlogix's Whistleblower Policy and providing an awareness program to all employees.

(h) Financial Reporting and Management

The Board will:

- (A) approve financial statements and review and oversee compliance with applicable audit, accounting and financial reporting requirements;
- (B) approve annual operating and capital budgets;
- (C) satisfy itself that management has an appropriate system in place to ensure the integrity of internal control and management information systems, and review the effectiveness of internal control procedures annually;
- (D) confirm that Resverlogix has a system in place for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls or auditing matters, including the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters;
- (E) review operating and financial performance results relative to established strategy, budgets and objectives and revise and alter its direction through management in response to changing circumstances; and
- (F) approve significant changes in accounting practices or policies.

(i) Monitoring and Acting

The Board is responsible for:

- (A) ensuring that Resverlogix operates at all times within applicable laws and regulations to the highest ethical and moral standards;
- (B) approving and monitoring compliance with the significant policies and procedures by which Resverlogix is operated;
- (C) ensuring that Resverlogix sets high environmental standards in its operations and is in compliance with environmental laws and legislation;
- (D) ensuring that Resverlogix has in place appropriate programs and policies for the health and safety of its employees in the workplace;
- (E) annually reviewing and approving third party liability insurance, including directors' and officers' insurance and indemnification matters;
- (F) reviewing and considering for approval all material amendments or departures proposed by management from established strategy, capital and operating budgets or matters of policy;
- (G) taking action when Resverlogix's performance falls short of its goals and objectives or when other special circumstances warrant;
- (H) approving director's compensation, as recommended by the Compensation and HR Committee;
- (I) approving individual director mandates that establish the expectations and responsibilities of directors, including basic duties and responsibilities with respect to attendance at board meetings and advance review of meeting materials; and
- (J) annually conducting and reviewing a formal Board and Committee effectiveness assessment.

(j) Outside Consultants or Advisors

At Resverlogix's expense, the Board may retain, when it considers it necessary or desirable, outside consultants or advisors to advise the Board independently on any matter. The Board shall have the sole authority to retain and terminate any such consultants or advisors, including sole authority to review a consultant's or advisor's fees and other retention terms.

(k) Review of the Board Terms of Reference

The Board shall assess the adequacy of these Terms of Reference annually and shall make any changes deemed necessary or appropriate.

(l) Other

The Board may perform any other activities consistent with these terms of reference, Resverlogix's articles and by-laws, and any other governing laws, as the Board deems necessary or appropriate.

At the invitation of the Chair, one or more officers or employees or other advisors of Resverlogix may, and if required by the Board shall, attend a meeting of the Board. However, with respect to issues relating directly to the Chief Executive Officer or management of Resverlogix, the Committee may bar those individuals from attending meetings during a deliberation or voting process during that period of time.

APPENDIX "B" ATTACHED TO AND MADE A PART OF THE MANAGEMENT INFORMATION CIRCULAR IN CONNECTION WITH THE ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS OF RESVERLOGIX CORP. TO BE HELD ON DECEMBER 15, 2016 AND ANY ADJOURNMENT THEREOF

AMENDED SHARE CAPITAL TERMS

**AMENDED SHARE CAPITAL TERMS
OF
RESVERLOGIX CORP.**

THE CLASSES, AND ANY MAXIMUM NUMBER OF SHARES THAT THE CORPORATION IS AUTHORIZED TO ISSUE:

The Corporation is authorized to issue:

- a. an unlimited number of Common Shares;
- b. an unlimited number of Preferred Shares;
- c. a maximum of 75,202,620 Royalty Preferred Shares;

all without nominal or par value and subject to the rights, privileges, restrictions and conditions as follows:

1. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - (a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - (b) Subject to the preferences accorded to the holders of any class of preferred shares, the holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled to receive pro rata all of the assets remaining for distribution after the payment to the holders of any class of preferred shares, in accordance with the preference on liquidation, dissolution or winding-up accorded to the holders of any class of preferred shares.
2. The rights, privileges, restrictions and conditions attaching to the Preferred Shares are as follows:
 - (a) The board of directors may at any time and from time to time issue the Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the board of directors.
 - (b) The board of directors of the Corporation may (subject to as hereinafter provided) from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a distribution of capital of the Corporation; the extent, if any, of further participation in a distribution of capital; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.

- (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.
 - (d) The holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.
3. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:
- (a) Definitions:
 - (i) “**ABCA**” means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
 - (ii) “**Actual APO Amounts Received**” means the amount computed on each Royalty Dividend Payment Date using the following formula:

$$A \div B$$
 where

A is the aggregate of all amounts received by the Corporation or its Affiliates in respect of and including Net ~~APO~~ Revenue for the applicable Royalty Dividend Payment Period

and

B is 75,202,620, being the number of Royalty Preferred Shares issued on June 3, 2013;
 - (iii) “**Additional Royalty Dividend Payment**” has the meaning attributable to such term in subsection 3(c)(iii);
 - (iv) “**Affiliate**” means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; “control” in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;
 - (v) “~~ApoA 1~~” means ~~Apolipoprotein A 1~~;
 - (vi) “~~ApoA 1 Therapeutic Field~~” means ~~the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in~~

~~therapeutic relevant elevation in the plasma levels of ApoA 1 that in a predictable model of ApoA 1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA 1 plasma level in two consecutive weeks of treatment using less than 30 milligrams b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;~~

~~(vii) “Apo **Products**” means any product, device, process, substance, composition or service that falls within the ApoA 1 Therapeutic Field and in respect of which the Corporation has an Apo Intellectual Property Right;~~
~~(viii) “Apo **Intellectual Property Right**” means any right, whether under a patent, patent application or, invention disclosure, license agreement or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition~~
Pharmaceutical Agent, diagnostic tool or service that falls within an ApoA 1the Therapeutic Field;

~~(ix)(vi)~~ “(b)(vi) **“Licensee” means any Person that has any right granted by the Corporation or its Affiliates to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Products, including without limitation, a sublicensee of such Person;**

(vii) **“Liquidation Event”** has the meaning attributable to such term in subsection 3(d);

~~(x) “Licensee” means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;~~
~~(xi)(viii)~~ **“Net Apo Revenue”** means the aggregate of the following amounts:

(A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a **“third party”**) in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;

(B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Apo Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); (5) rebates and chargebacks or retroactive price reductions made to federal, state or local governments (or their agencies),

or any third party payor, administrator or contractor, including managed health organizations; and (6) commissions related to import, distribution or promotion of any ~~App~~ Product paid to third parties (specifically excluding any commissions paid to sales personnel, sales representatives and sales agents who are employees or consultants of, or members of a contract sales force engaged by or on behalf of, the Corporation, any Licensee or their respective Affiliates); and

(C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any ~~App~~ Intellectual Property Right;

(~~xiii~~x) **“Person”** means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

(~~xiii~~x) **“Pharmaceutical Agent”** means a compound or composition ~~covered by an App, or a salt, hydrate, formulation, metabolite or prodrug of a compound or composition, used in the Therapeutic Field;~~

(xi) **“Products”** means any product, device, process, substance, Pharmaceutical Agent, diagnostic tool or service that falls within the Therapeutic Field and in respect of which the Corporation has an Intellectual Property Right;

(~~xiv~~xii) **“Royalty Amount”** means the amount computed on each Royalty Dividend Payment Date using the following formula:

$$(A \times B) \div C$$

where

A is the amount of the Net ~~App~~ Revenue for the applicable Royalty Dividend Payment Period

and

B is:

(A) 6% of the aggregate Net ~~App~~ Revenue for the applicable Royalty Dividend Payment Period that is less than or equal to US\$1 billion;

(B) 8% of the aggregate Net ~~App~~ Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$1 billion but less than or equal to US\$2 billion;

(C) 10% of the aggregate Net ~~App~~ Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$2 billion but less than or equal to US\$5 billion; and

(D) 12% of the aggregate Net ~~App~~ Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$5 billion

and

C is 75,202,620, being the number of Royalty Preferred Shares issued on June 3, 2013;

~~(xviii)~~ **“Royalty Dividend Payment”** means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;

~~(xix)~~ **“Royalty Dividend Payment Date”** means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;

~~(xx)~~ **“Royalty Dividend Payment Period”** means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;

~~(xxi)~~ **“Semi-Annual Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(A);

~~(xxii)~~ **“Semi-Annual Royalty Dividend Payment Date”** means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;

~~(xxiii)~~ **“Semi-Annual Royalty Dividend Payment Period”** means the period from May 1 to October 31 of each fiscal year;

~~(xxiv)~~ **“Tax Factor”** means

$A \div B$

where

A is one; and

B is the aggregate of: (A) one; and (B) one multiplied by the rate of tax under Part VI.1 of the *Income Tax Act* (Canada) applicable to a dividend on the Royalty Preferred Shares;

~~(xxv)~~ **“Therapeutic Field”** means the prevention, treatment or mitigation of any disease or medical condition;

~~(xxvi)~~ **“Yearly Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(B);

~~(xxvii)~~ **“Yearly Royalty Dividend Payment Date”** means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and

~~(xxviii)~~ **“Yearly Royalty Dividend Payment Period”** means the period from May 1 to April 30 of each fiscal year.

- (b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.
- (c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:
 - (i) For each Royalty Preferred Share held:
 - (A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the lesser of the following amounts determined for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date:
 - (1) the Royalty Amount; and
 - (2) the Actual-~~APO~~ Amounts Received,

(the “**Semi-Annual Royalty Dividend Payment**”); and
 - (B) on each Yearly Royalty Dividend Payment Date, an amount by which:
 - (1) the Tax Factor multiplied by the lesser of the following amounts determined for the Yearly Royalty Dividend Payment Period immediately preceding such date:
 - (a) the Royalty Amount; and
 - (b) the Actual-~~APO~~ Amounts Received;
exceeds
 - (2) the Semi-Annual Royalty Dividend Payment for the Semi-Annual Royalty Dividend Payment Date immediately preceding such date,

(the “**Yearly Royalty Dividend Payment**”).
 - (ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net-~~Apo~~ Revenue and the Actual-~~APO~~ Amounts Received for the applicable Royalty Dividend Payment Period with the supporting calculation.
 - (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the “**Additional Royalty Dividend Payment**”).

(iv) No dividend or distribution with respect to common shares or any class of shares of the Corporation, other than the Preferred Shares, may be paid unless all accrued Royalty Dividend Payment and Additional Royalty Dividend Payments on the Royalty Preferred Shares then issued and outstanding shall have been declared and paid in full in cash.

(v) In the event that the Corporation:

(A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or

(B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,

the amount of the Royalty Dividend Payment and applicable Additional Royalty Dividend Payment shall be added to and form part of the amounts payable under subsection 3(d); provided, however, that the Corporation shall have provided to each holder of the Royalty Preferred Shares a certificate of two qualified directors or senior officers of the Corporation certifying that the Corporation does not have sufficient funds or is prohibited under the ABCA from paying the Royalty Dividend Payment in cash on the applicable Royalty Dividend Payment Date.

(vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.

(vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the *Income Tax Act* (Canada) by filing the prescribed form with the Minister of National Revenue within the required time period.

(d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a “**Liquidation Event**”), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 3(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount, the Actual-~~APO~~ Amounts Received and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to ~~Apo~~ Products, in computing the Net-~~Apo~~ Revenue to such date. After payment to the holders of the Royalty Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.

- (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:
- (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
 - (ii) (A) increase any maximum number of authorized shares of a class;
(B) issue any shares of any class; or
(C) create a new class of shares,

having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or
 - (iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

APPENDIX "C" ATTACHED TO AND MADE A PART OF THE MANAGEMENT INFORMATION CIRCULAR IN CONNECTION WITH THE ANNUAL AND SPECIAL MEETING OF THE SHAREHOLDERS OF RESVERLOGIX CORP. TO BE HELD ON DECEMBER 15, 2016 AND ANY ADJOURNMENT THEREOF

DEFERRED SHARE UNIT PLAN

RESVERLOGIX CORP.

DEFERRED SHARE UNIT PLAN

ARTICLE 1 INTRODUCTION

1.1 Purpose

The purpose of this Deferred Share Unit Plan is to provide directors of Resverlogix Corp. (the “**Corporation**”) with the opportunity to acquire Deferred Share Units (as defined herein) of the Corporation in order to allow them to participate in the long-term success of the Corporation and to promote a greater alignment of their interests with the interests of the Corporation’s shareholders.

ARTICLE 2 INTERPRETATION

2.1 Definitions

For purposes of the Plan:

- (a) “**Account**” means an account maintained by the Corporation for each Participant and which will be credited by means of a book-keeping entry with DSUs that are granted in accordance with the terms of this Plan and the DSU Agreements;
- (b) “**Applicable Withholding Amounts**” is defined in Section 4.7(a) of the Plan;
- (c) “**Black Out Period**” means the period of time when, pursuant to any policies of the Corporation, any securities of the Corporation may not be traded by certain persons as designated by the Corporation, including any Participant that holds a DSU;
- (d) “**Board**” means the Board of Directors of the Corporation as may be constituted from time to time;
- (e) “**Cash Payment**” is defined in Section 4.7(a) of the Plan;
- (f) “**Committee**” means the Compensation and HR Committee of the Board or such other committee of the Board as may be appointed by the Board to administer the Plan, provided, however, that if no such committee is in existence at any particular time and the Board has not appointed another committee of the Board to administer the Plan, all references in the Plan to “Committee” shall at such time be in reference to the Board;
- (g) “**Corporation**” means Resverlogix Corp. and includes any successor corporation;
- (h) “**Deferred Share Unit**” or “**DSU**” means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 4;
- (i) “**Distribution Date**” is defined in Section 4.6 of the Plan;
- (j) “**Distribution Value**” means, with respect to each Deferred Share Unit credited to a Participant’s Account, the Fair Market Value per Share;

- (k) **“Dividend Equivalents”** means a bookkeeping entry whereby each Deferred Share Unit is credited with the equivalent amount of the dividend paid on a Share in accordance with Section 4.3;
- (l) **“Dividend Market Value”** means the Fair Market Value per Share on the dividend record date;
- (m) **“DSU Agreement”** is defined in Section 5.11 of the Plan;
- (n) **“Eligible Director”** means an individual who is, at the relevant time, a member of the Board;
- (o) **“Exchange”** means the TSX or, if the Shares are not then listed and posted for trading on the TSX, such stock exchange on which such Shares are listed and posted for trading and on which the majority of the trading volume and value of such Shares occurs;
- (p) **“Fair Market Value”** with respect to a Share, as at any date, means the weighted average of the prices at which the Shares traded on the TSX (or, if the Shares are not then listed and posted for trading on the TSX or are then listed and posted for trading on more than one stock exchange, on such stock exchange on which the majority of the trading volume and value of the Shares occurs) for the five (5) trading days on which the Shares traded on the said exchange immediately preceding such date. In the event that the Shares are not listed and posted for trading on any stock exchange, the Fair Market Value shall be the fair market value of the Shares as determined by the Board in its sole discretion, acting reasonably and in good faith;
- (q) **“Insider”** has the meaning ascribed thereto in Part I of the TSX Company Manual, as amended from time to time;
- (r) **“Participant”** means an Eligible Director who is granted DSU’s in accordance with Section 4.1 hereof;
- (s) **“Payment Shares”** is defined in Section 4.8 of the Plan;
- (t) **“Person”** means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, fund, organization or other group of organized persons, government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;
- (u) **“Plan”** means this Deferred Share Unit Plan as amended, restated, supplemented or otherwise modified from time to time;
- (v) **“Security Based Compensation Arrangement”** has the meaning ascribed thereto in Part VI of the TSX Company Manual, as amended from time to time;
- (w) **“Separation Date”** means the earliest date on which the Participant is no longer a member of the Board of the Corporation nor is otherwise employed by the Corporation or any of its Subsidiaries in any fashion;

- (x) **“Share”** means a common share of the Corporation or, in the event of an adjustment contemplated by Section 4.10, such other number or type of securities as the Committee may determine;
- (y) **“Subsidiary”** has the meaning ascribed thereto in the Securities Act (Alberta);
- (z) **“TSX”** means the Toronto Stock Exchange; and
- (aa) **“TSX Company Manual”** means the Toronto Stock Exchange Company Manual, as amended from time to time.

2.2 Interpretation

- (a) Words in the singular include the plural and words in the plural include the singular. Words importing male persons include female persons, corporations or other entities, as applicable. The headings in this document are for convenience and reference only and shall not be deemed to alter or affect any provision hereof. The words “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions mean or refer to this document as a whole and not to any particular Article, Section, paragraph or other part hereof.
- (b) Whenever the Board or, where applicable, the Committee or any sub-delegate of the Committee is to exercise discretion in the administration of the terms and conditions of this Plan, the term “discretion” means the sole and absolute discretion of the Board or the Committee or the sub-delegate of the Committee, as the case may be.
- (c) Unless otherwise specified, all references to money amounts are to Canadian currency.

ARTICLE 3 ADMINISTRATION OF THE PLAN

3.1 Administration of the Plan

- (a) Except for matters that are under the jurisdiction of the Board as specified under the Plan or as required by law and subject to Sections 3.1(b), this Plan will be administered by the Committee and the Committee has sole and complete authority, in its discretion, to:
 - (i) interpret and construe any provision hereof and decide all questions of fact arising in their interpretation;
 - (ii) adopt, amend, suspend and rescind such rules and regulations for administration of this Plan as the Board may deem necessary in order to comply with the requirements of this Plan, in order to conform to any law or regulation or to any change in any laws or regulations applicable thereto, or in order to ensure that the plan qualifies and remains qualified as a “prescribed plan or arrangement” for the purposes of the definition of “salary deferral arrangement” in the Income Tax Act (Canada);
 - (iii) exercise rights reserved to the Corporation under the Plan;
 - (iv) take any and all actions permitted by this Plan;
 - (v) prescribe forms for notices to be prescribed by the Corporation under the Plan; and

- (vi) make any other determinations and take such other action in connection with the administration of this Plan that it deems necessary or advisable.

provided that the Committee shall not exercise its authority in a manner that would cause the Plan to cease to qualify as a “prescribed plan or arrangement” for the purposes of the definition of “salary deferral arrangement” in the *Income Tax Act* (Canada). The Committee’s determinations and actions under this Plan are final, conclusive and binding on the Corporation, the Participants and all other Persons.

- (b) To the extent permitted by applicable law, the Committee may, from time to time, delegate to any specified officer of the Corporation all or any of the powers of the Committee. In such event, the specified officer will exercise the powers delegated to it by the Committee in the manner and on the terms authorized by the Committee. Any decision made or action taken by the specified officer arising out of or in connection with the administration or interpretation of this Plan in this context is final, binding and conclusive on the Corporation, the Participants and all other Persons.

3.2 Determination of Value if Shares Not Publicly Traded

If the Shares are not publicly traded on the Exchange at the relevant time such that the Distribution Value and/or the Dividend Market Value cannot be determined in accordance with the definitions of those terms, such values shall be determined by the Committee acting in good faith, or in the absence of the Committee, by the Board acting in good faith.

3.3 Eligibility

Any individual who at the relevant time is an Eligible Director is eligible to participate in the Plan. Eligibility to participate does not confer upon any individual a right to receive an award of Deferred Share Units pursuant to the Plan.

3.4 Exemption from Plan Participation

Notwithstanding any other provision of the Plan, if a Participant is resident in a jurisdiction in which an award of Deferred Share Units under the Plan might be considered to be income which is subject to taxation at the time of such award, the Participant may elect not to participate in the Plan by providing a written notice to the Chief Financial Officer of the Corporation.

3.5 Discretionary Relief

Notwithstanding any other provision hereof, the Board may, in its sole discretion, waive any condition set out herein if it determines that specific individual circumstances warrant such waiver.

ARTICLE 4 DEFERRED SHARE UNITS

4.1 Grant of Deferred Share Units

- (a) The Committee may, from time to time in its sole discretion, grant DSUs to Eligible Directors and upon such grant, such Eligible Directors shall become Participants in this Plan. In respect of each grant of DSUs, the Committee shall determine:
 - (i) the number of DSUs allocated to the Participant; and

- (ii) such other terms and conditions of the DSUs applicable to each grant.
- (b) The Corporation shall not make any grant of DSU's pursuant to the Plan unless and until such grant or issuance and delivery can be completed in compliance with all applicable laws, including requirements set out in the Income Tax Regulations (Canada) for the Plan to qualify as a "prescribed plan or arrangement" for the purposes of the definition of "salary deferral arrangement" in the Income Tax Act (Canada), and all other regulations, rules, orders of governmental or regulatory authorities and the requirements of all applicable stock exchanges upon which Shares are listed. The Corporation shall be obligated to take all reasonable action to comply with any such laws, regulations, rules, orders or requirements.
- (c) Certificates will not be issued to evidence DSUs. Book entry accounts, to be known as the **"Deferred Share Unit Account"** shall be maintained by the Corporation for each Participant and will be credited with DSUs granted to a Participant from time to time.
- (d) The term during which a DSU may be outstanding shall, subject to the provisions of this Plan requiring or permitting the acceleration or the extension of the term, be such period as may be determined from time to time by the Board or the Committee, but subject to the rules of any stock exchange or other regulatory body having jurisdiction.

4.2 Vesting

Deferred Share Units will be fully vested upon being granted and credited to a Participant's Account.

4.3 Credits for Dividends

A Participant's Account shall be credited with Dividend Equivalents in the form of additional Deferred Share Units as of each dividend payment date in respect of which normal cash dividends are paid on the Shares. Such Dividend Equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of Deferred Share Units recorded in the Participant's Account on the record date for the payment of such dividend, by (b) the Dividend Market Value, with fractions computed to three decimal places. The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

4.4 Limits on Issuances

Notwithstanding any other provision of this Plan:

- (a) the maximum number of Shares issuable pursuant to outstanding DSUs at any time shall be limited to 5% of the aggregate number of issued and outstanding Shares, provided that the maximum number of Shares issuable pursuant to outstanding DSUs and all other Security Based Compensation Arrangements, shall not exceed 10% of the Shares outstanding from time to time;
- (b) the number of Shares issuable to Insiders, at any time, under all Security Based Compensation Arrangements, shall not exceed 10% of the issued and outstanding Shares; and

- (c) the number of Shares issued to Insiders, within any one year period, under all Security Based Compensation Arrangements, shall not exceed 10% of the issued and outstanding Shares.

For the purposes of this Section 4.4, any increase in the issued and outstanding Shares (whether as a result of the issue of Shares pursuant to DSUs or otherwise) will result in an increase in the number of Shares that may be issued pursuant to DSUs outstanding at any time. Further, if the acquisition of Shares by the Corporation for cancellation should result in the foregoing tests no longer being met, this shall not constitute non-compliance with this Section 4.4 for any awards outstanding prior to such purchase of Shares for cancellation.

DSUs that are cancelled, terminated or expire shall result in the Shares that were reserved for issuance thereunder being available for a subsequent grant of DSUs pursuant to this Plan to the extent of any Shares issuable thereunder that are not issued under such cancelled, terminated or expired DSUs.

Upon Cash Payment being made or Payment Shares being issued in settlement of DSUs, the number of Shares reserved for issuance in respect of such DSUs automatically become available to be made the subject of new DSUs, provided that the total number of Shares reserved for issuance under the Plan and all other Security Based Compensation Arrangements does not exceed 10% of the issued and outstanding Shares of the Corporation.

4.5 Reporting of Deferred Share Units

Statements of the Deferred Share Unit Accounts will be provided to Participants on an annual basis.

4.6 Distribution Date Election

A Participant shall have the right to receive Payment Shares or, upon the joint election of the Corporation and the Participant, Cash Payment or a combination of Cash Payment and Payment Shares in respect of Deferred Share Units recorded in the Participant's Account in accordance with Sections 4.7 or 4.8, on one of the following dates (the "**Distribution Date**"):

- (a) the Separation Date; or
- (b) such later date as the Participant may elect by written notice delivered to the Chief Financial Officer of the Corporation prior to the Separation Date, provided that in no event shall a Participant be permitted to elect a date which is later than December 1 of the calendar year following the calendar year in which the Separation Date occurs.

4.7 Distribution of Deferred Share Units as Cash Payment

In the event the Corporation and the Participant jointly elect to settle Deferred Share Units by way of a Cash Payment:

- (a) subject to and in accordance with Section 4.7(b), a Participant shall receive a payment equal in value to the number of Deferred Share Units recorded in the Participant's Account on the Distribution Date that the Corporation and the Participant jointly elect to settle by way of payment in cash multiplied by the Distribution Value of a Share on the Distribution Date (the "**Cash Payment**"). The Corporation is authorized to deduct from the Cash Payment an amount equivalent to the minimum amount of taxes and other minimum amounts as the Corporation may be required by law to withhold, as the

Corporation determines (the “**Applicable Withholding Amounts**”). Upon payment in full of the value of the Deferred Share Units, less the Applicable Withholding Amounts, the Deferred Share Units shall be cancelled and no further payments shall be made to the Participant under the Plan; and

- (b) the Cash Payment less any Applicable Withholding Amounts, will be paid to the Participant in cash within ten (10) business days after the Distribution Date, or in the event of the Participant’s death, his beneficiary or legal representative in accordance with Section 4.9 herein.

4.8 Distribution of Deferred Share Units in Payment Shares

Subject to Section 4.7, Deferred Share Units shall be settled by the issuance of Payment Shares as follows:

- (a) The Corporation shall within 10 business days after the Distribution Date issue to the Participant a number of treasury Shares equal to the number of Deferred Share Units in the Participant’s Account that became payable on the Distribution Date (the “**Payment Shares**”).
- (b) Subject to Section 4.12 of this Plan, as a condition to the issue of treasury Shares in settlement of any Deferred Share Units, the Corporation may require the Participant to first pay to the Corporation, or the Corporation may deduct, an amount equivalent to the Applicable Withholding Amounts or the Corporation may take such other steps as it considers to be necessary or appropriate, including the sale of Payment Shares on behalf of the Participant, in order to provide to the Corporation the Applicable Withholding Amounts. The Corporation shall advise the Participant in writing of any Applicable Withholding Amounts required in connection with the issue of Shares in settlement of Deferred Share Units.
- (c) The Corporation shall not be required to issue or cause to be delivered treasury Shares or issue or cause to be delivered certificates evidencing Shares to be delivered in settlement of any DSUs, unless and until such issuance and delivery can be completed in compliance with the applicable laws, regulations, rules, orders of governmental or regulatory authorities and the requirements of all applicable stock exchanges upon which Shares are listed. The Corporation shall be obligated to take all reasonable action, on a timely basis, to comply with any such laws, regulations, rules, orders, or requirements.
- (d) If Shares may not be issued pursuant to any DSUs due to any Black Out Period, such Share issuance shall occur seven business days following the end of the Black-Out Period (or such longer period as permitted by applicable regulatory authorities and approved by the Committee).
- (e) No fractional Shares shall be issued upon the settlement of DSUs. If a Participant would otherwise become entitled to a fractional Share upon the settlement of a DSU, such Participant shall only have the right to receive the next lowest whole number of Shares and no payment or other adjustment will be made with respect to the fractional interest so disregarded.

4.9 Death of Participant Prior to Distribution

Upon the death of a Participant prior to the distribution of the Deferred Share Units credited to the Account of such Participant under the Plan, Payment Shares or, upon the joint election of the Corporation and the executor or administrator of the Participant's estate, Cash Payment or a combination of Cash Payment and Payment Shares shall be issued or paid to the estate of such Participant on or about the thirtieth (30th) day after the Corporation is notified of the death of the Participant or on a later date elected by the Participant's estate in the form prescribed for such purposes by the Corporation and delivered to the Chief Financial Officer of the Corporation not later than twenty (20) days after the Corporation is notified of the death of the Participant, provided that such elected date is no later than the last business day of the calendar year following the calendar year in which the Participant dies so that payment can be made on or before such last business day. Any Cash Payment shall be equivalent to the amount which would have been paid to the Participant pursuant to and subject to Section 4.7, calculated on the basis that the day on which the Participant dies, or the date elected by the estate, as applicable, is the Distribution Date. Upon settlement under this Section 4.9 of the Deferred Share Units credited to the Account of a Participant, subject to any Applicable Withholding Amounts, the Deferred Share Units shall be cancelled and no further distributions or payments will be made from the Plan in relation to the Participant.

4.10 Adjustments to Deferred Share Units

In the event: (a) of any change in the Shares through subdivision, consolidation, reclassification, amalgamation, merger or otherwise; or (b) that any rights are granted to all or substantially all shareholders to purchase Shares at prices substantially below Fair Market Value as of the date of grant (other than the payment of dividends in respect of the Shares as contemplated by Section 4.3); or (c) that, as a result of any recapitalization, merger, consolidation or other transaction, the Shares are converted into or exchangeable for any other securities or property, then the Board may make such adjustments to this Plan, the Account of each Participant, the DSU Agreements and the Deferred Share Units outstanding under this Plan as the Board may, in its sole discretion, consider appropriate in the circumstances to prevent dilution or enlargement of the rights granted to Participants hereunder and/or to provide for the Participants to receive and accept such other securities or property in lieu of Shares, and the Participants shall be bound by any such determination.

4.11 U.S. Taxpayers

The rules set forth in Schedule A to this Plan apply to any Participant who is a U.S. Taxpayer (as defined therein) and form a part of this Plan.

4.12 Taxes

- (a) A Participant shall be solely responsible for reporting and paying income tax payable in respect of any Cash Payment or Shares received by the Participant under this Plan. The Corporation will provide each Participant who is resident in Canada with (or cause each Participant to be provided with) a T4 slip or such information return as may be required by applicable law to report income, if any, arising upon the grant or exercise of rights under this Plan by a Participant who is resident in Canada for income tax purposes.
- (b) Further to Section 4.8(b) of this Plan, the Corporation shall have the power and the right to deduct or withhold, or require (as a condition of exercise) a Participant to remit to the Corporation, the Applicable Withholding Amounts to satisfy, in whole or in part, federal, provincial, and local taxes, domestic or foreign, required by law to be withheld with

respect to any taxable event arising as a result of this Plan, including the grant or exercise of Deferred Share Units granted under this Plan. With respect to Applicable Withholding Amounts, the Corporation shall have the irrevocable right to (and the Participant consents to the Corporation) setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Corporation to such Participant (whether arising pursuant to the Participant relationship as an officer or employee of the Corporation or as a result of the Participant providing services on an ongoing basis to the Corporation or otherwise), or may make such other arrangements as are satisfactory to the Participant and the Corporation. In addition, the Corporation may elect, in its sole discretion, to satisfy the Applicable Withholding Amounts, in whole or in part, by withholding such number of Payment Shares as it determines are required to be sold by the Corporation, as trustee, to satisfy the Applicable Withholding Amounts net of selling costs (which costs shall be the responsibility of the Participant and which shall be and are authorized to be deducted from the proceeds of sale). The Participant consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such Payment Shares and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such Payment Shares. Any reference in this Plan to the issuance of Payment Shares or a payment of cash is expressly subject to this paragraph 4.12(b).

ARTICLE 5 GENERAL

5.1 Amendment, Suspension, or Termination of Plan

- (a) The Board may amend, suspend or discontinue this Plan or amend any DSU or DSU Agreement at any time without the consent of a Participant, provided that such amendment shall not adversely alter or impair the rights of any Participant in respect of any DSU previously granted to such Participant under the Plan, except as otherwise permitted hereunder. In addition, the Board may, by resolution, amend this Plan and any DSU granted under it (together with any related DSU Agreement) without shareholder approval, provided however, that at any time while the Shares are listed for trading on the TSX, the Board will not be entitled to amend this Plan or any DSU granted under it (together with any related DSU Agreement) without shareholder and, if applicable, TSX approval: (i) to increase the maximum number of Shares issuable pursuant to this Plan; (ii) to permit the assignment or transfer of a DSU other than as provided for in this Plan; (iii) to add to the categories of persons eligible to participate in this Plan; (iv) to remove or amend Section 4.4(b) or Section 4.4(c); (v) to remove or amend this Section 5.1(a); or (vi) in any other circumstances where TSX and shareholder approval is required by the TSX.
- (b) Without limitation of Section 5.1(a), the Board may correct any defect or supply any omission or reconcile any inconsistency in this Plan in the manner and to the extent deemed necessary or desirable, may establish, amend, and rescind any rules and regulations relating to this Plan, and may make such determinations as it deems necessary or desirable for the administration of this Plan.
- (c) If the Board terminates or suspends the Plan, previously credited DSUs will remain outstanding and in effect in accordance with the terms of the Plan. If DSUs remain outstanding after Plan termination or suspension, such DSUs shall not be entitled to Dividend Equivalents unless at the time of termination or suspension the Committee determines that the entitlement to Dividend Equivalents after termination or during

suspension, as applicable, should be continued. Subject to the foregoing sentence, if the Board terminates or suspends the Plan, no new Deferred Share Units will be credited to the Account of a Participant.

- (d) The Board shall not require the consent of any affected Participant in connection with a termination of the Plan in which Payment Shares are issued to the Participant in respect of all such Deferred Share Units.

5.2 Compliance with Laws

The administration of the Plan shall be subject to and made in conformity with all applicable laws and any applicable regulations of a duly constituted regulatory authority. Should the Committee, in its sole discretion, determine that it is not feasible or desirable to carry out a distribution of Deferred Share Units due to such laws or regulations, its obligation shall be satisfied by means of an equivalent cash payment (equivalence being determined on a before-tax basis). If the Committee determines that the listing, registration or qualification of the Shares subject to this Plan upon any securities exchange or under any provincial, state, federal or other applicable law, or the consent or approval of any governmental body or stock exchange is necessary or desirable, as a condition of, or in connection with, the crediting of DSUs or the issue of Payment Shares hereunder, the Corporation shall be under no obligation to credit DSUs or issue Payment Shares hereunder unless and until such listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

5.3 Reorganization of the Corporation

The existence of any Deferred Share Units shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or to create or issue any bonds, debentures, shares or other securities of the Corporation or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation, or any amalgamation, combination, merger or consolidation involving the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

5.4 Assignment

Rights and obligations under the Plan may be assigned by the Corporation to a successor in the business of the Corporation, any company resulting from any amalgamation, reorganization, combination, merger or arrangement of the Corporation, or any company acquiring all or substantially all of the assets or business of the Corporation.

5.5 DSUs Non-Transferable

Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant.

5.6 Participation is Voluntary; No Additional Rights

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does not constitute a

condition of employment or service nor a commitment on the part of the Corporation to ensure the continued employment or service of such Participant. Nothing in this Plan shall be construed to provide the Participant with any rights whatsoever to participate or continue participation in this Plan or to compensation or damages in lieu of participation, whether upon termination of service as an Eligible Director or otherwise. The Corporation does not assume responsibility for the personal income or other tax consequences for the Participants and they are advised to consult with their own tax advisors.

5.7 No Shareholder Rights

Under no circumstances shall Deferred Share Units be considered Shares or other securities of the Corporation, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Corporation, nor shall any Participant be considered the owner of Shares by virtue of the award of Deferred Share Units.

5.8 Unfunded and Unsecured Plan

Unless otherwise determined by the Board, the Plan shall be unfunded and the Corporation will not secure its obligations under the Plan. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Deferred Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

5.9 Market Fluctuations

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of Shares, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose. The Corporation makes no representations or warranties to Participants with respect to the Plan or the Shares whatsoever. In seeking the benefits of participation a Participant agrees to accept all risks associated with a decline in the market price of Shares.

5.10 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to the Board and other third parties in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

5.11 DSU Agreement

To acquire DSUs, a Participant shall enter into an agreement with the Corporation in such form as determined by the Board from time to time (the “**DSU Agreement**”), within such time period and in such manner as specified by the Board. If a DSU Agreement is not entered into within the time and manner specified, the Corporation reserves the right to revoke the crediting of DSUs to the Participant's Account.

5.12 Currency

All amounts paid or values to be determined under this Plan shall be in Canadian dollars.

5.13 Effective Date of the Plan

This Plan becomes effective on a date to be determined by the Board.

5.14 Governing Law

The Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to principles of conflict of laws.

APPROVED by the Board this 3rd day of November, 2016.

SCHEDULE A

PLAN PROVISIONS APPLICABLE TO U.S. TAXPAYERS

The provisions of this Schedule “A” apply to Deferred Share Units held by a U.S. Taxpayer to the extent such Deferred Share Units are subject to U.S. Taxation. The following provisions apply, notwithstanding anything to the contrary in the Plan. All capitalized terms used in this Schedule “A” and not defined herein, shall have the meaning attributed to them in the Plan.

“**Section 409A**” means Section 409A of the United States Internal Revenue Code and the regulations and authority promulgated thereunder.

“**Separation Date**” shall mean the date on which the Participant incurs a “separation from service” within the meaning of Section 409A.

“**U.S. Taxpayer**” shall mean any person who is a U.S. citizen, U.S. permanent resident, or other person who has been granted or is eligible to be granted a Deferred Share Unit under the Plan that is otherwise subject to U.S. taxation.

1. Notwithstanding Section 3.4 of the Plan, each election by a U.S. Taxpayer not to participate in the Plan or to decline participation for a particular year, must be irrevocably made not later than the end of the calendar year prior to the year for which the Deferred Share Units are granted. Notwithstanding the prior sentence, for U.S. Taxpayers who become Eligible Directors for the first time in any calendar year, an election pursuant to Section 3.4 may be made at any time within 30 days after an initial grant of DSUs is made to such Eligible Director. Such election shall only be effective with respect to DSU grants made after the written notice described in Section 3.4 has been received by the Chief Financial Officer of the Corporation.
2. Notwithstanding Section 4.6 of the Plan, the following procedure shall be used to determine a Distribution Date for Deferred Share Units that are subject to this Schedule A.
 - (a) An Eligible Director who is a U.S. Taxpayer shall have the right to elect, at his or her option, to receive the distribution of all amounts credited to his or her Deferred Share Unit Account on any date (the “**Distribution Date**”) within the period commencing on his or her Separation Date, and ending on December 1, of the first calendar year following the year in which the Separation Date occurs. Such election shall be made by written notice delivered to the Chief Financial Officer of the Corporation not later than the end of the calendar year prior to the year for which the Deferred Share Units are granted. If no election is made, the Distribution Date shall be the Separation Date, subject to clause (b) below.
 - (b) Notwithstanding the foregoing, if any U.S. Taxpayer is determined to be a “specified employee” (as determined under Section 409A, in accordance with the Corporation’s policies) at the Separation Date, then the Distribution Date shall not be earlier than the date that is six (6) months following his or her Separation Date.
3. Notwithstanding Section 4.9 of the Plan or any election by the Participant of a Distribution Date, upon the death of a Participant prior to the distribution of his or her Deferred Share Unit Account, an issuance of Payment Shares or, upon the joint election of the Corporation and the executor or administrator of the Participant’s estate, a Cash Payment or a combination of Cash Payment and Payment Shares shall be issued or paid to the estate of such Participant on the first business day

that occurs following 90 days after the Participant's date of death. No election of an alternative payment date by the estate or beneficiary shall be permitted.

4. Notwithstanding anything to the contrary in the Plan, no consent to an amendment, suspension or termination that adversely affects the Deferred Share Units previously granted to a U.S. Taxpayer under Section 409A shall be required if such amendments are considered by the Committee, on the advice of counsel, to be necessary or desirable in order to avoid adverse U.S. tax consequences to the U.S. Taxpayer.

No provision of the Plan or amendment to the Plan may permit the acceleration of payments under the Plan to U.S. Taxpayers contrary to the provisions of Section 409A.

In the event of a termination of the Plan, no payments to U.S. Taxpayers shall be made, except on the schedule permitted by Section 409A.

All provisions of the Plan shall continue to apply to the U.S. Taxpayer to the extent they have not been specifically modified by this Schedule "A". In regard to a U.S. Taxpayer, the Committee shall interpret all Plan provisions in a manner that does not cause a violation of Section 409A.

5. Restrictions on Deferred Share Units of Certain Dual Taxpayers. This Section 5 shall only apply in respect of Deferred Share Units of a U.S. Taxpayer if, at the time a payment in respect of the DSUs is required to be made under the Plan, the U.S. Taxpayer would be liable to tax in respect of such payment, if made as otherwise provided, under the Income Tax Act (Canada) and the Income Tax Regulations made thereunder (including Regulation Section 6801(d))(in this Section 5 referred to as the "**Canadian Tax Rules**").

- (a) If a payment in respect of DSUs of a U.S. Taxpayer is otherwise required to be made at any time, but for this Section 5 and such payment would, if made, comply with Section 409A but would violate the Canadian Tax Rules, then, notwithstanding any other provision of the Plan and this Schedule A, unless the Committee determines that payment in respect of the DSUs can be made in some other manner and at such other time in compliance with Section 409A without violating the Canadian Tax Rules, such payment shall be made to a trustee to be held in trust for the benefit of the U.S. Taxpayer in a manner that causes the payment to be included in the U.S. Taxpayer's income under the Code and does not violate the Canadian Tax Rules, and amounts shall thereafter be paid out of the trust for the benefit of the U.S. Taxpayer at such time and in such manner as complies with the requirements of the Canadian Tax Rules.