EXECUTION COPY

UNDERWRITING AGREEMENT

April 30, 2007

MonoGen, Inc.
1002 Sherbrooke Street West, Suite 2060
Montreal, Quebec
H3A 3L6

Attention: Ted S. Geiselman
President and Chief Executive Officer

Dear Sir:

GMP Securities L.P. ("**GMP**"), Canaccord Capital Corporation and Paradigm Capital Inc. (collectively, the "**Underwriters**" and, individually, an "**Underwriter**") hereby offer to purchase, on a "bought deal" basis (the "**Offering**"), from MonoGen, Inc. (the "**Company**"), and the Company agrees to issue and sell to the Underwriters, 12,000,000 units in the capital of the Company (the "**Offered Units**"), at the purchase price of $1.00 per Offered Unit (the "**Purchase Price**"), being an aggregate purchase price of $12,000,000, upon and subject to the terms and conditions contained herein. Each Offered Unit shall consist of one common share (a "**Common Share**") in the capital of the Company and one half of one common share purchase warrant, (each whole warrant individually a "**Warrant**" and collectively the "**Warrants**"). The Offered Units shall immediately be severable into Common Shares and Warrants upon issue. Each Warrant shall be exercisable, for a period of twenty-four (24) months following the Closing Date (as defined below), into one common share in the capital of the Company at an exercise price of $1.40 per share. The Warrant Indenture (as defined below) shall, among other things, include provisions for the appropriate adjustment in class, number and price of the Warrant Shares (as defined below) issuable upon the exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the common shares in the capital of the Company, the payment of stock dividends and the amalgamation of the Company. The Warrants will not be listed on the TSX (as defined below).

In consideration of the agreement of the Underwriters to purchase the Offered Units, and if applicable, the Additional Units (as defined below), and to offer them to the public pursuant to the Prospectus (as defined below), the Company agrees to pay to the Underwriters, at the Time of Closing (as defined below) on the Closing Date an aggregate cash fee of $720,000 being a fee equal to 6% of the aggregate purchase price for the Offered Units or $0.06 per Offered Unit and on the Option Closing Date (as defined below) the Company agrees to pay to the Underwriters a fee equal to 6% of the aggregate Purchase Price of the Additional Units purchased at that time. As additional compensation, the Company shall grant and issue to the Underwriters, on the Closing Date, broker warrants (the "**Broker Warrants**") entitling the Underwriters to acquire that number of Common Shares as is equal to 3.0% of the number of Offered Units issued pursuant to the Offering. The Broker Warrants shall be exercisable for 24 months following the Closing Date at an exercise price of $1.00 per Broker Warrant.

The Company agrees that the Underwriters will be permitted to appoint, at the sole expense of the Underwriter so appointing, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the Offering and that the Underwriters may determine the remuneration payable to such other dealers appointed by them.

The Offered Units may also be sold to Qualified Institutional Buyers and Institutional Accredited Investors (as those terms are defined in Schedule 4(d) of this Agreement) in the United States or to, or for the benefit or account of, any U.S. Persons (as defined below) or person in the United States in accordance with the provisions of Schedule 4(d) of this Agreement. With respect to Offered Units to be sold in the United States to Qualified Institutional Buyers in compliance with Rule 144A under the U.S. Securities Act (as defined in Schedule 4(d) of this Agreement), the Underwriters, or a U.S. broker-dealer affiliate thereof, shall purchase such Offered Units from the Company for resale in compliance with Rule 144A. With respect to Offered Units to be sold in the United States to Institutional Accredited Investors in accordance with Rule 506 of Regulation D and/or section 4(2) under the U.S. Securities Act, although this Agreement is presented on behalf of the Underwriters as purchasers of the Offered Units, all Offered Units sold to persons in the United States, if any, in accordance with Regulation D under the U.S. Securities Act shall be sold directly to such persons as substituted purchasers by the Company in accordance with Schedule 4(d) of this Agreement. To the extent that Institutional Accredited Investors purchase Offered Units on the Closing Date in accordance with Rule 506 of Regulation D and/or section 4(2) under the U.S. Securities Act, the obligations of the Underwriters to purchase the Offered Units shall be reduced by the number of Offered Units purchased from the Company by such purchasers ("**Substituted Purchasers**"); provided, however, that the fee payable to the Underwriters described above shall be payable in respect of any purchases of Offered Units made in accordance with Rule 506 of Regulation D and/or section 4(2) of the U.S. Securities Act by Substituted Purchasers. Any reference in this Agreement to "the purchasers" shall be taken to be a reference to the Underwriters, as the initial committed purchasers, and to the Substituted Purchasers, if any.

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Company hereby grants to the Underwriters, in the respective percentages set out in section 18 of this Agreement, a non-assignable option (the "**Over-Allotment Option**") to purchase on or before 5:00 p.m. (Toronto time) on the date that is thirty (30) days following the Closing Date up to an aggregate of additional Units (the "**Additional Units**") equal to 15% of the number of Offered Units issued under the Prospectus, at a purchase price of $1.00 per Additional Unit. The Over-Allotment Option may be exercised in whole or in part at any one time prior to its expiry in accordance with the provisions of this Agreement. The Underwriters shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part.

Delivery of and payment for any Additional Units will be made at the offices of Fasken Martineau DuMoulin LLP at the time and on the date as set out in the written notice of GMP referred to below (the "**Option Closing Date**"), which may occur on the Closing Date but will in no event occur earlier than the Closing Date, nor earlier than three business days or later than five business days after the date upon which the Company receives written notice from GMP, on behalf of the Underwriters, setting out the number of Additional Units to be purchased by the Underwriters. Any such notice must be received by the Company not later than 12:00 p.m. (Toronto time) on the date that is thirty (30) days following the Closing Date (the "**Option Expiration Date**"). Upon the furnishing of the notice, the Underwriters will be committed to purchase and the Company will be committed to sell in accordance with and subject to the provisions of this Agreement the number of Additional Units indicated in the notice. Additional Units may be purchased by the Underwriters only for the purpose of satisfying over-allotments made in connection with the offering of the Offered Units and for market stabilization purposes permitted pursuant to the Applicable Securities Laws. The Company shall be obligated to deliver the number of Additional Units specified in such notice delivered by GMP. Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to Offered Units shall be deemed to include Additional Units.

The Offering is conditional upon and subject to the additional terms and conditions set forth below.

The following are additional terms and conditions of the Agreement between the Company and the Underwriters:

1. Interpretation

Definitions – In addition to the terms previously defined and terms defined elsewhere in this Agreement (including the Schedules hereto), where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Agreement**" means this Underwriting Agreement;

"Ancillary Documents" means all agreements, indentures (including the Warrant Indenture), certificates (including the certificates representing the Common Shares, Warrants and Broker Warrants), officer's certificates, notices and other documents executed and delivered, or to be executed and delivered, by the Company in connection with Offering;

"**Applicable Securities Laws**" means, collectively, the applicable securities laws of each of the Qualifying Jurisdictions or the United States, as the case may be, their respective regulations, rulings, rules, orders, instruments and prescribed forms thereunder, the applicable policy statements issued by the Securities Commissions or similar authority thereunder and the securities legislation of and policies issued by each other relevant jurisdiction and the rules and policies of the TSX;

"**Broker Shares**" means the Common Shares issuable upon the due exercise of the Broker Warrants;

"**Broker Warrant Certificate**" means the certificate representing the Broker Warrants;

"**Business Day**" means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Toronto, Ontario or Montreal, Quebec;

"**Closing Date**" means May 15, 2007 or such earlier or later date (not to exceed 42 days from the date of the Final MRRS Decision Document) as may be agreed to in writing by the Company and the Underwriters each acting reasonably;

"**Common Shares**" means the common shares in the capital of the Company;

"**Disclosure Record**" means the Company's prospectuses, annual reports, financial statements, annual information forms, business acquisition reports, management discussion and analysis, information circulars, material change reports, press releases and all other information or documents filed or otherwise publicly disseminated by the Company;

"**Distribution**" means distribution or distribution to the public, as the case may be, for the purposes of the Applicable Securities Laws or any of them;

"**Documents Incorporated by Reference**" means the documents specified in the Prospectus as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws;

"**Eligible Issuer**" means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus;

"**Escrow Agreements**" means the escrow agreements dated October 31, 2006 between Oxbow Equities Corp., Computershare Trust Company of Canada and former holders of securities of the Subsidiary;

"**FDA**" has the meaning ascribed thereto in Subsection 8(kk) of this Agreement;

"**Final MRRS Decision Document**" has the meaning ascribed to such term in Subsection 3(a)(ii) hereof;

"**Governmental Licences**" has the meaning ascribed thereto in Subsection 8(kk) of this Agreement;

"**Hazardous Substances**" has the meaning ascribed thereto in Subsection 8(dd);

"**Historical Financial Statements**" means collectively the (i) audited financial statements of the Company included in the Offering Documents, together with the report of Ernst & Young LLP, Chartered Accountants, on those financial statements as at the dates and for the periods included therein and including the notes with respect to those financial statements; and (ii) the unaudited interim financial statements of the Company as at the dates and for the periods included in the Offering Documents and including the notes with respect to those financial statements;

"**Indemnified Parties and Indemnified Party**" has the meaning ascribed thereto in Subsection 13(a);

"**Intellectual Property**" has the meaning ascribed thereto in Subsection 8(l);

"**Leased Premises**" has the meaning ascribed thereto in Subsection 8(aa);

"**material adverse effect**" means an effect which is materially adverse to the business, affairs, prospects, capital, assets or properties, condition (financial or otherwise) or results of operations of the Company and its Subsidiaries, taken as a whole;

"**material change**" means a material change for the purposes of the Applicable Securities Laws of the Province of Ontario;

"**material fact**" means a material fact for the purposes of the Applicable Securities Laws of the Province of Ontario;

"**misrepresentation**" means a misrepresentation for the purposes of the Applicable Securities Laws of the Province of Ontario;

"**Mutual Reliance Procedures**" **or** "**MRRS**" means the mutual reliance review system procedures provided for under National Policy 43-201, Mutual Reliance Review System for Prospectuses and Annual Information Forms of the Canadian Securities Administrators;

"**NI 44-101**" means National Instrument 44-101 of the Canadian Securities Administrators;

"**Offering Documents**" has the meaning ascribed thereto in Subsection 6(a)(iii);

"**Preliminary MRRS Decision Document**" has the meaning ascribed thereto in Subsection 3(a) of this Agreement;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Company to be prepared in accordance with the Applicable Securities Laws relating to the qualification of the Distribution of the Offered Units under the Applicable Securities Laws in all the Qualifying Jurisdictions through the Underwriters, including all of the Documents Incorporated By Reference;

"**Prospectus**" means the (final) short form prospectus of the Company to be prepared in accordance with the Applicable Securities Laws relating to the qualification for Distribution of the Offered Units under the Applicable Securities Laws in all the Qualifying Jurisdictions through the Underwriters, including all of the Documents Incorporated by Reference;

"**Qualification**" has the meaning ascribed thereto in Subsection 8(p);

"**Qualifying Jurisdictions**" means, collectively, British Columbia, Alberta, Saskatchewan, Manitoba and Ontario;

"**Registrar**" means Computershare Investor Services Inc.;

"**Regulation D**" means Regulation D as promulgated under the U.S. Securities Act;

"**Regulation S**" means Regulation S as promulgated under the U.S. Securities Act;

Regulatory Authorities" means the Securities Commissions and the TSX;

"**Securities Commission**" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions and "**Securities Commissions**" has a comparable meaning;

"**Selling Firm**" has the meaning ascribed thereto in Subsection 4(a);

"**Standard Listing Conditions**" has the meaning ascribed thereto in Subsection 5(a)(v);

"**Subsequent Disclosure Documents**" means any financial statements, management's discussion and analysis of financial condition and results of operations, management information circulars, annual information forms, material change reports or other documents issued by the Company after the date of this Agreement that are required to be incorporated by reference into the Prospectus;

"**Subsidiary**" means MonoGen, Inc, a corporation registered under the laws of Delaware;

"**Supplementary Material**" means, collectively, any amendment to the Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under the Applicable Securities Laws relating to the Distribution of the Offered Units thereunder;

"**Survival Limitation Date**" means the later of:

(i) the second anniversary of the Closing Date; and

(ii) the latest date under the Applicable Securities Laws that an Underwriter may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained in the Prospectus or, if applicable, any Supplementary Material;

"**Time of Closing**" means 8:00 a.m. (Toronto time) on the Closing Date or Option Closing Date, as applicable, or such other time on the Closing Date as may be agreed to by the Company and the Underwriters;

"**TSX**" means the Toronto Stock Exchange;

"**Unit Shares**" means the Common Shares forming part of the Offered Units;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Person**" has the meaning set forth in Rule 902(k) of Regulation S;

"**U.S. Private Placement Memorandum**" has the meaning ascribed thereto in Subsection 5(a)(iv);

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

"**Warrant Indenture**" means the Warrant Indenture entered into between the Company and Computershare Trust Company of Canada dated the Closing Date pursuant to which the Warrants are issued; and

"**Warrant Shares**" means the Common Shares issuable upon the due exercise of the Warrants.

Other -

(a) Capitalized terms used but not defined herein have the meanings ascribed to them in the Preliminary Prospectus or, upon filing of the Prospectus, the Prospectus.

(b) Any reference in this Agreement to a paragraph or subparagraph shall refer to a paragraph or subparagraph of this Agreement.

(c) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.

(d) Any reference in this Agreement to $ or to dollars shall refer to the lawful currency of Canada, unless otherwise specified.

(e) Where any representation or warranty contained in this agreement is expressly qualified by reference to the "**knowledge**" of the Company, or where any other reference is made herein to the "**knowledge**" of the Company, it shall be deemed to refer to the actual knowledge of Theodore S. Geiselman, Andre Denis, Norman J. Pressman, James D. Cureton, Gary E. Gamerman and Michael C. Blank after having made reasonable enquiry of appropriate and relevant persons and after reviewing relevant documentation.

2. Nature of Transaction

The Company hereby agrees to secure compliance with all applicable securities regulatory requirements of the Qualifying Jurisdictions on a timely basis in connection with the Distribution of the Offered Units. Subject to being notified by the Underwriters of the requirements thereof and upon request by the Underwriters, the Company also agrees to file within the periods stipulated under Applicable Securities Laws in the United States and at the Company's expense all private placement forms required to be filed by the Company and the Underwriters, respectively, in connection with the Offering and agrees to pay all filing fees required to be paid in connection therewith so that the distribution of the Offered Units in the United States may lawfully occur without the necessity of filing a prospectus or any similar document under Applicable Securities Laws in the United States. The Underwriters agree to assist the Company in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering and to offer the Offered Units for sale only in the Qualifying Jurisdictions and in the United States where permitted by Applicable Securities Laws in accordance with such Applicable Securities Laws.

3. Filing of Prospectus

(a) The Company shall:

(i) not later than:

A. 12:00 noon (Toronto time) on April 30, 2007 have prepared and filed the Preliminary Prospectus and other required documents with the Securities Commissions under the Applicable Securities Laws, elected the Mutual Reliance Procedures and designated the Province of Quebec as the designated and principal regulator thereunder; and

B. 5:00 p.m. (Toronto time) on April 30, 2007 have obtained a decision document from the Autorité des marchés financiers, as principal regulator, under the Mutual Reliance Procedures (the "**Preliminary MRRS Decision Document**") evidencing that a receipt has been issued for the Preliminary Prospectus by each of the Securities Commissions; and

(ii) forthwith after any comments with respect to the Preliminary Prospectus have been received from the Securities Commissions but not later than 5.00 p.m. (Toronto time) on May 7, 2007 (or such later date as may be agreed to in writing by the Company and the Underwriters), have prepared, filed and obtained a decision document from the Autorité des marchés financiers under the Mutual Reliance Procedures (the "**Final MRRS Decision Document**") evidencing that a receipt has been issued for the Prospectus by each of the Securities Commissions or otherwise fulfilled all legal requirements to enable the Offered Units to be offered and sold to the public in the Qualifying Jurisdictions through the Underwriters or any other investment dealer or broker registered to transact such business in the applicable Qualifying Jurisdiction.

(b) During the period of distribution of the Offered Units, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Applicable Securities Laws to continue to qualify the distribution of the Offered Units or, in the event that the Offered Units have, for any reason, ceased so to qualify, to so qualify again the Offered Units, as applicable, for distribution.

(c) Prior to the filing of the Preliminary Prospectus and the Prospectus and thereafter, during the period of distribution of the Offered Units, and prior to the filing of any Subsequent Disclosure Documents, the Company shall have allowed the

Underwriters to review and comment on such documents and shall have allowed the Underwriters to conduct all due diligence investigations which they may reasonably require in order to fulfill their obligations as underwriters in order to enable them to execute the certificate required to be executed by them at the end of the Preliminary Prospectus, Prospectus or any Supplementary Material.

4. Distribution and Certain Obligations of Underwriters

(a) The Underwriters shall, and shall require any investment dealer or broker (other than the Underwriters) appointed as hereinabove set forth with which the Underwriters have a contractual relationship in respect of the distribution of the Offered Units (each, a "**Selling Firm**") to agree to, comply with the Applicable Securities Laws in connection with the distribution hereof and shall offer the Offered Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Units only in those jurisdictions where they may be lawfully offered for sale or sold and shall advise the Company regarding the jurisdictions where the Offered Units are to be offered and sold. The Underwriters shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Units as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Units and provide a breakdown of the number of Offered Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Commissions and the breakdown of the number of Offered Units distributed in other jurisdictions.

(b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Offered Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Offered Units or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Offered Units and will not, directly or indirectly, offer, sell or deliver any Offered Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Company to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the Applicable Securities Laws of such other jurisdictions or pay any additional governmental filing or other fees which relate to such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Offered Units in the United States solely pursuant to an applicable exemption or exemptions from the registration requirements of the U.S. Securities Act in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Units. Any offer or sale of the Offered Units in the United States or to U.S. Persons will be made in accordance with

Schedule 4(d) which forms part of, and is incorporated by reference in this Agreement.

(c) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Offered Units are qualified for Distribution in any Qualifying Jurisdiction where a receipt or similar document for the Prospectus shall have been obtained from the applicable Securities Commission (including a decision document for the Prospectus issued under the Mutual Reliance Procedures) following the filing of the Prospectus unless otherwise notified in writing.

(d) The Company and the Underwriters agree that Schedule 4(d) to this Agreement entitled "United States Offers and Sales" is incorporated by reference in and shall form part of this Agreement.

(e) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Company under this Section 4 with respect to a default under this Section 4 or Schedule 4(d) by another Underwriter or another Underwriter's United States broker-dealer affiliate, as the case may be. However, each Underwriter shall be liable to the Company under this Section 4 or Schedule 4(d) with respect to any breach by it, its United States broker-dealer affiliates and/or any Selling Firm with which the Underwriter has a contractual relationship of this Section 4 or of the United States selling restrictions set forth in Schedule 4(d).

5. Deliveries on Filing and Related Matters

(a) The Company shall deliver to each of the Underwriters:

(i) at the Time of Closing, a copy of each of the Preliminary Prospectus and the Prospectus signed by the Company as required by Applicable Securities Laws;

(ii) at the Time of Closing, a copy of any Supplementary Material required to be filed by the Company in compliance with Applicable Securities Laws;

(iii) concurrently with the filing of the Prospectus with the Securities Commissions, a "long form" comfort letter dated the date of the Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Company from the auditors of the Company, Ernst & Young LLP, with respect to financial and accounting information relating to the Company contained or incorporated in the Prospectus, which letter shall be based on a review by Ernst & Young LLP within a cut off date more than two business days prior to the date of the letter, which letter shall be in addition to any auditors' comfort letter addressed to the Securities Commissions in the Qualifying Jurisdictions;

(iv) as soon as practicable after the Preliminary Prospectus, the Prospectus and any Supplementary Material are prepared, the private placement memorandum incorporating the Preliminary Prospectus, the Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Offered Units in the United States (the "**U.S. Private Placement Memorandum**"), and, forthwith after preparation, any amendment to the U.S. Private Placement Memorandum;

(v) prior to the filing of the Prospectus with the Securities Commissions, copies of correspondence demonstrating that the application for the listing and posting for trading on the TSX of the Unit Shares, the Warrant Shares and the Broker Shares have been approved for listing subject only to satisfaction by the Company of such customary and standard post-closing conditions imposed by the TSX (the "**Standard Listing Conditions**"); and

(vi) take all other steps and proceedings that may be necessary in order to qualify the Offered Units for Distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Offered Units under Applicable Securities Laws and who comply with such Applicable Securities Laws.

(b) ***Supplementary Material***

The Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Prospectus of any Subsequent Disclosure Document, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, comfort letters substantially similar to those referred to in Section 5(a)(iii).

(c) ***Representations as to Prospectus and Supplementary Material***

Each delivery of the Preliminary Prospectus, the Prospectus and any Supplementary Material by the Company shall constitute the representation and warranty of the Company to the Underwriters that (except for information and statements relating solely to the Underwriters and furnished in writing by them specifically for use in such documents):

(i) all information and statements (except information and statements relating solely to the Underwriters) contained and incorporated by reference in the Preliminary Prospectus or the Prospectus or any Supplementary Material, as the case may be, are, at the respective dates of delivery thereof, true and correct and contain no misrepresentation and, on the respective dates of delivery thereof, the Preliminary Prospectus, the Prospectus or any Supplementary Material constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Units;

(ii) no material fact has been omitted from any of those documents which is required to be stated in the document or is necessary to make the statements therein not misleading in light of the circumstances in which they were made; and

(iii) each of such documents comply with the requirements of the Applicable Securities Laws in Canada.

Such deliveries shall also constitute the Company's consent to the Underwriters' use of the Preliminary Prospectus, the Prospectus and any Supplementary Material in connection with the distribution of the Offered Units in compliance with this Agreement unless otherwise advised in writing.

(d) ***Delivery of Prospectus and Related Matters***

(i) The Company will cause to be delivered to the Underwriters, at those delivery points as the Underwriters reasonably request, as soon as possible and in any event no later than 12:00 noon (Toronto time) on the next business day following the day on which the Company has obtained (i) the Preliminary MRRS Decision Document for the Preliminary Prospectus and (ii) the Final MRRS Decision Document for the Prospectus and thereafter from time to time during the distribution of the Offered Units, as many commercial copies of the Preliminary Prospectus and/or Prospectus, as applicable, in the English language as the Underwriters may reasonably request. The Company will similarly cause to be delivered to the Underwriters, at those delivery points as the Underwriters may reasonably request, commercial copies of the preliminary U.S. Private Placement Memorandum, the final U.S. Private Placement Memorandum and any Supplementary Material required to be delivered to purchasers or prospective purchasers of the Offered Units. Each delivery of any of the Offering Documents will have constituted or will constitute, as the case may be, consent by the Company to the use by the Underwriters and members of their selling group (if any) of those documents in connection with the distribution and sale of the Offered Units in all of the Qualifying Jurisdictions and in the United States, in the case of the preliminary U.S. Private Placement Memorandum and the final U.S. Private Placement Memorandum, subject to the Applicable Securities Laws.

(ii) The Company shall cause to be provided to the Underwriters, without charge, such number of copies of any Documents Incorporated By Reference in the Preliminary Prospectus, the Prospectus or any Supplementary Material as the Underwriters may reasonably request for use in connection with the distribution of the Offered Units.

(e) ***Press Releases***

During the period commencing on the date hereof and until completion of the distribution of the Offered Units, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner.

6. Material Change

(a) The Company shall promptly inform the Underwriters (and promptly confirm such notification in writing) during the period prior to the Underwriters notifying the Company of the completion of the distribution of the Offered Units in accordance with Section 4(a) hereof of the full particulars of:

(i) any material change whether actual, anticipated, contemplated or proposed;

(ii) any material fact which has arisen or has been discovered and that would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on, or prior to the date of the Offering Documents; or

(iii) any change in any material fact contained or incorporated by reference in the Preliminary Prospectus, the Prospectus or any Supplementary Material (collectively, the "**Offering Documents**") or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which could result in any of the Offering Documents not complying (to the extent that such compliance is required) with the Applicable Securities Laws of any Qualifying Jurisdiction.

(b) The Company will prepare and file promptly any Supplementary Material which may be necessary under the Applicable Securities Laws and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Units for Distribution in each of the Qualifying Jurisdictions.

(c) During the period commencing on the date hereof until the Underwriters notify the Company of the completion of the distribution of the Offered Units, the Company will promptly inform the Underwriters of the particulars of:

(i) any request of any Securities Commission for any amendment to the Preliminary Prospectus, the Prospectus or any Supplementary Material or for any additional information in respect of the Offering;

(ii) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the TSX or any other competent authority, relating to the Prospectus or the distribution of the Offered Units;

(iii) any notice or other correspondence received by the Company from any regulatory or governmental body and any requests from such bodies for information, a meeting or a hearing relating to the Company, the Offering, the issue and sale of the Offered Units or any other event or state of affairs, that the Company reasonably believes could have a material adverse effect; or

(iv) the issuance by any Securities Commission, the TSX or any other competent authority, including any other governmental or regulatory body, of any order to cease or suspend trading or distribution of any securities of the Company or of the institution, threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company.

(d) In addition to the provisions of Subsections 6(a), 6(b) and 6(c) hereof, the Company shall in good faith discuss with the Underwriters any circumstance, change, event or fact contemplated in Subsections 6(a), 6(b) or 6(c) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Subsection 6(a), 6(b) or 6(c) hereof and shall consult with the Underwriters with respect to the form and content of any amendment proposed to be filed by the Company, it being understood and agreed that no such amendment shall be filed with any Securities Commission prior to the review and approval thereof by the Underwriters and their counsel, acting reasonably.

7. Regulatory Approvals

(a) Prior to the filing of the Prospectus with the Securities Commissions, the Company shall file or cause to be filed with the TSX all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Company has obtained all necessary approvals for the Unit Shares, the Warrant Shares and the Broker Shares to be conditionally listed on the TSX subject only to the Standard Listing Conditions.

(b) The Company will make all necessary filings and obtain all necessary regulatory consents and approvals (if any), and the Company will pay all filing and exemption fees required to be paid in connection with the transactions contemplated in this Agreement. For greater certainty, prior to the filing of the Preliminary Prospectus, the Company shall have made an application to the Securities Commission in Québec in order that it is exempted on or prior to the date hereof from filing with such regulator the French language versions of the

Preliminary Prospectus, the Prospectus or the Documents Incorporated by Reference in the Preliminary Prospectus or the Prospectus, and satisfactory evidence of such exemption shall have been provided to the Underwriters on the date hereof.

8. Representations and Warranties of the Company

For the purposes of the following representations and warranties, each reference to the Company shall deemed to be a reference to and include the Company and its Subsidiary unless the context otherwise requires.

The Company represents and warrants that, and acknowledges that the Underwriters are relying on such representations and warranties in purchasing the Offered Units, that:

(a) the Company: (i) has been duly continued, organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, with corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as an extra-provincial or foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business unless, in each case, the failure to so qualify in any such jurisdiction would not have a material adverse effect;

(b) other than the Subsidiary, the Company has no subsidiaries and no investment in any person which is or would be material to the business and affairs of the Company. The Company is the direct and indirect registered and beneficial owner of all of the issued and outstanding shares of the Subsidiary and no person, firm, corporation or entity has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any Subsidiary of any of the shares or other securities of the Subsidiary;

(c) The Subsidiary: (i) has been duly incorporated, organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, with corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document unless, in each case, the failure to so qualify or to otherwise be precluded in any such jurisdiction would not have a material adverse effect;

(d) the Company has not been served with or otherwise received notice of any legal or governmental proceedings and, to the knowledge of the Company, there are no legal or governmental proceedings (whether or not purportedly on behalf of the Company) pending to which the Company is a party or of which any property or assets of the Company is the subject which is reasonably likely, individually or in the aggregate, to have a material adverse effect, or which might reasonably be expected to materially and adversely affect the consummation by the Company of the transactions contemplated by this Agreement. To the Company's knowledge, no such proceedings have been threatened or contemplated by governmental or regulatory authorities or any other parties;

(e) the Company owns no real property and has good and marketable title to all personal property owned by it free and clear of all liens, encumbrances and defects of title except such as are disclosed in the Prospectus, the Disclosure Record or such as are not material, individually or in the aggregate, to the Company. Any real property or building held under lease by the Company, which is material, individually or in the aggregate, to the Company, is held by it under valid and subsisting leases enforceable against its respective lessors with such exceptions as are not material, individually or in the aggregate, to the Company;

(f) the Historical Financial Statements:

(i) have been prepared in accordance with Applicable Securities Laws and Canadian generally accepted accounting principles applied on a consistent basis throughout the periods referred to therein;

(ii) present fairly, in all material respects, the financial position and condition of the Company on a consolidated basis as at the dates thereof and the results of its operations and the changes in its cash flows for the periods then ended; and

(iii) have been audited by independent public accountants within the meaning of Applicable Securities Laws;

(g) the accountants who audited the Historical Financial Statements included in the Preliminary Prospectus are independent with respect to the Company within the meaning of Applicable Securities Laws and there has not been any reportable disagreement or event (within the meaning of National Instrument 51-102 of the Canadian Securities Administrators) with the present or any former auditors of the Company in the past three financial years;

(h) the Company has established and maintains a system of disclosure controls and procedures and internal control over financial reporting, and has: (i) designed such disclosure controls and procedures, or caused them to be designed under management's supervision, to provide reasonable assurance that material information relating to the Company is made known to management by others, particularly during the period in which the financial statements are being prepared; (ii) designed such internal control over financial reporting, or caused it to be designed under management's supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with the Company's generally accepted accounting principles; and (iii) evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by the financial statements and have caused the Company to disclose in the management's discussion and analysis the conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by the financial statements based on such evaluation;

(i) the audit committee's responsibilities and composition comply with Multilateral Instrument 52-110 Audit Committees;

(j) except as disclosed or incorporated by reference in the Prospectus, none of the directors, officers or employees of the Company, any person who, to the knowledge of the Company, owns, directly or indirectly, more than 10% of any class of securities of the Company or securities of any person exchangeable for more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction with the Company or any Subsidiary which, as the case may be, materially affects, is material to or will materially affect the Company or any Subsidiary;

(k) with such exceptions as are not material to the Company, or except as may otherwise be set forth or contemplated in the Prospectus: (a) the Company and the Subsidiary has duly and on a timely basis filed all foreign, federal, state, provincial and municipal tax returns required to be filed by it, has paid all taxes due and payable by the Company and the Subsidiary and has paid all assessments and reassessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any governmental authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required to be filed; (b) there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by the Company or by the Subsidiary; (c) there are no actions, suits, proceedings, investigations or claims threatened or pending against the Company in respect of taxes, governmental charges or assessments; and (d) there are no matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;

(l) the Company and/or its Subsidiary owns, or has obtained valid and enforceable licenses for, or other rights to use, the inventions, patent applications, patents, trademarks (both registered and unregistered), trade-names, copyrights, trade secrets and other proprietary information described in the Prospectus as being owned or licensed by them except where the failure to own, license or have such rights would not, individually or in the aggregate, have a material adverse effect (collectively, the "**Intellectual Property**"); the Company has no knowledge that the Company lacks or will be unable to obtain any rights or licenses to use all Intellectual Property necessary for the conduct of the business of the Company and of its Subsidiaries (including the commercialization of the Company's product candidates) as described in the Prospectus; the Company has no knowledge of third parties who have rights to any Intellectual Property, except as disclosed in the Prospectus and except for the ownership rights of the owners of the Intellectual Property which is licensed to the Company and/or to its Subsidiary; to the Company's knowledge, there is no infringement by third parties of any Intellectual Property; except as disclosed in the Prospectus, there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or, to the Company's knowledge, claim by others challenging the Company's rights in or to any Intellectual Property, and the Company is unaware of any facts which form a reasonable basis for any such claim; except as disclosed in the Prospectus, there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or, to the Company's knowledge, claim by others challenging the validity or enforceability of any Intellectual Property, and the Company is unaware of any finding or unenforceability or invalidity of the Intellectual Property; except as disclosed in the Prospectus, there is no pending, or to the Company's knowledge, threatened action, suit, proceeding or, to the Company's knowledge, claim by others that the Company or its Subsidiary infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's products under development as described in the Prospectus) any patent, trademark, copyright, trade secret or other proprietary rights of others, and the Company is unaware of any facts which form a reasonable basis for any such claim, except as disclosed in the Prospectus; to the Company's knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property; and to the Company's knowledge, there is no prior art that necessarily renders any patent application owned by the Company or its Subsidiary unpatentable that has not been disclosed to the US Patent and Trademark Office; except any of the foregoing matters that have been disclosed in the Prospectus;

(m) the Company is a reporting issuer not in default under the Applicable Securities Laws of each Qualifying Jurisdiction where it is a reporting issuer and is not on the list of defaulting issuers maintained by any Securities Commission in the Qualifying Jurisdiction; where applicable, the Company is in compliance with its timely disclosure obligations under the Applicable Securities Laws in all of the Qualifying Jurisdictions and under the rules of the TSX;

(n) to the knowledge of the Company, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or its Subsidiary;

(o) the authorized and issued Common Shares of the Company is as disclosed in the Prospectus under the heading "Consolidated Capitalization" and all such issued

Common Shares are validly issued and outstanding, and no person, firm or corporation has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option or privileged (whether pre-emptive or contractual), for the issue or allotment of any unissued shares in the capital of the Company or its Subsidiary or any other security convertible into or exchangeable for any such shares, or to require the Company or its Subsidiary to purchase, redeem or otherwise acquire any of the outstanding securities in the capital of the Company or its Subsidiary, except as disclosed in the Prospectus or the Documents Incorporated by Reference;

(p) the execution and delivery of this Agreement and the Warrant Indenture and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of the Company and this Agreement has been and, in the case of the Warrant Indenture, will be at the Time of Closing, duly executed and delivered by the Company and constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable (the "**Qualification**");

(q) the execution and delivery of this Agreement, of the Warrant Indenture and of the Broker Warrant Certificate, the fulfillment of the terms hereof and thereof by the Company and the issuance, sale and delivery of the Offered Units to be issued and sold by the Company at the Time of Closing and the issuance of the Broker Warrants do not and will not:

(i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, Securities Commission or other third party, except such as have been obtained or such as may be required (and shall be obtained prior to the Time of Closing) under Applicable Securities Laws or stock exchange regulations; or

(ii) result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:

A. any of the terms, conditions or provisions of the articles, by laws or resolutions of the shareholders, directors or any committee of directors of the Company or any indenture, agreement or instrument to which the Company is a party or by which it or they are contractually bound; or

B. any statute, rule, regulation or law applicable to the Company, including, without limitation, the Applicable Securities Laws, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company;

(r) the Offered Units to be issued and sold as hereinbefore described have been, or prior to the Time of Closing will be, duly authorized for issuance, and, upon payment of the aggregate Purchase Price therefor, the Offered Units will be validly issued and all statements made in the Prospectus describing the Offered Units and the attributes thereof will be accurate in all material respects. The Company has the corporate power, capacity and authority to issue the Offered Units and at the Time of Closing:

(i) the Unit Shares will be duly and validly issued and outstanding as fully paid and non-assessable shares in the capital of the Company;

(ii) the Warrants will be duly and validly created and authorized and duly issued and outstanding pursuant to the terms of the Warrant Indenture and the certificates representing the Warrants will be duly authorized, executed and delivered by the Company and will constitute, subject to the Qualification, legal, valid and binding obligations of the Company enforceable in accordance with their terms;

(iii) the Warrant Shares will be duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance with the terms of the Warrant Indenture, including payment of the exercise price therefor, the Warrant Shares will be issued as fully paid and non-assessable shares in the capital of the Company; and

(iv) the Unit Shares and the Warrant Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued by the Company;

(s) the Broker Warrants to be issued as hereinbefore described have been, or prior to the Time of Closing will be, duly authorized for issuance, and will be validly issued and all statements made in the Prospectus describing the Broker Warrants and the attributes thereof will be accurate in all material respects. The Company has the corporate power, capacity and authority to issue the Broker Warrants and at the Time of Closing:

(i) the Broker Warrants will be duly and validly created and authorized and duly issued and outstanding pursuant to the terms of the Broker Warrant Certificate and the Broker Warrant Certificate will be duly authorized, executed and delivered by the Company and will constitute a legal, valid and binding obligations of the Company enforceable in accordance with its terms;

(ii) the Broker Shares will be duly and validly authorized and reserved for issuance and, upon exercise of the Broker Warrants in accordance with the terms of the Broker Warrant Certificate, including payment of the exercise price therefor, the Broker Shares will be issued as fully paid and non-assessable shares in the capital of the Company; and

(iii) the Broker Shares will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued by the Company;

(t) except as otherwise described in the Prospectus, to the best of the Company's knowledge, there is no legislation or government regulations which it anticipates will materially and adversely affect the business, affairs, operations, assets, prospects, liabilities (contingent or otherwise) of the Company;

(u) except as otherwise described in the Prospectus, no default exists under and no event has occurred which, after notice or lapse of time or both, or otherwise, would constitute a default under or breach of, by the Company, or any other person, any material obligation, agreement, covenant or condition contained in any contract, indenture, trust, deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company is a party or by which it or any of its properties may be bound. No order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Units, the Common Shares or any other security of the Company has been issued or made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the best of the Company's knowledge, contemplated or threatened by any such authority or under any Applicable Securities Laws;

(v) except as provided herein, there is no person, firm or corporation acting for the Company entitled to any brokerage or finder's fee in connection with this Agreement or any of the transactions contemplated hereunder;

(w) the Company is an Eligible Issuer and on the dates of and upon filing of the Preliminary Prospectus and Prospectus there will be no documents required to be filed under the Applicable Securities Laws in connection with the offering of the Offered Units that will not have been filed as required as at those respective dates;

(x) each of the disclosure documents, forming the Disclosure Record, filed in accordance with Applicable Securities Law by or on behalf of the Company since December 31, 2006 with any Securities Commission or the TSX, did not contain a misrepresentation, determined as at the date of filing, which has not been corrected, subject only to satisfaction of all applicable post-filing requirements;

(y) the Offered Units qualify as eligible investments as described in the Preliminary Prospectus under the heading "Eligibility for Investment" and the Company will not take or permit any action within its control which would cause the Offered Units to cease to be qualified, during the period of distribution of the Offered Units in the Qualifying Jurisdictions, as eligible investments to the extent so described in the Prospectus;

(z) the minute books and records of the Company made available to counsel for the Underwriters in connection with its due diligence investigation of the Company for the periods from its date of incorporation to the date of examination thereof are all of the minute books and records of the Company and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Company to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Company to the date of review of such corporate records and minute books not reflected in such minute books and other records, other than those which have been disclosed to the Underwriters or which are not material to the Company;

(aa) with respect to each premises which is material to the Company and which the Company occupies as tenant (the "**Leased Premises**"), the Company occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company occupies the Leased Premises is in good standing and in full force and effect;

(bb) there has not been and there is not currently any labour disruption or conflict which is adversely affecting or could adversely affect, in a material manner, the carrying on of the Company's business;

(cc) the Company has procured and maintains adequate insurance against all reasonable insurable risks which are material to the Company;

(dd) except in compliance with applicable laws, the Company has not used any of its property or facilities to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any pollutants, contaminants, chemicals or industrial toxic or hazardous waste or substances ("**Hazardous Substances**") in a manner that could reasonably be expected to result in a material adverse effect; except in compliance with applicable laws, the Company has not caused or permitted the release, in any manner whatsoever, of any Hazardous Substances on or from any of its properties or assets or any such release on or from a facility owned or operated by third parties but with respect to which the Company is or may reasonably be alleged to have material liability or has received any notice that it is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any applicable laws, statutes, ordinances, by-laws, regulations or any orders, directions or decisions rendered by any ministry, department or administrative regulatory agency relating to the protection of the environment, occupational health and safety or otherwise relating to or dealing with Hazardous Substances in a manner that could reasonably be expected to result in a material adverse effect;

(ee) the Company intends to use the net proceeds of the Offering pursuant to this Agreement in the manner specified in the Prospectus under the heading "Use of Proceeds";

(ff) at the time of delivery thereof to the Underwriters:

(i) the Preliminary Prospectus and the Prospectus complied, and all Supplementary Material, if any, will comply, fully with the requirements of Applicable Securities Laws;

(ii) the Preliminary Prospectus and the Prospectus provided, and all Supplementary Material, if any, will provide, full, true and plain disclosure of all material facts relating to the Company and the Offered Units; and

(iii) the Preliminary Prospectus and the Prospectus did not, and all Supplementary Material, if any, will not, contain any misrepresentation or any untrue, false or misleading statement of a material fact or omit to state any material fact required to be stated therein or necessary to make any statement therein, in the light of the circumstances in which it is made, not false or misleading,

provided however, that the foregoing representations, warranties and agreements of the Company do not and will not apply with respect to information and statements contained in the Preliminary Prospectus, the Prospectus or any Supplementary Material which relate solely to the Underwriters, or any of them, and which was provided in writing by the Underwriters;

(gg) the forms and terms of the certificates representing the Common Shares and Warrants have been approved and adopted by the board of directors of the Company and the form and terms of the certificate representing the Common Shares do not and will not conflict with any applicable laws or the rules and by-laws of the TSX;

(hh) Computershare Investor Services Inc., at its principal offices in Toronto, Ontario and Montreal, Quebec, has been duly appointed as the registrar and transfer agent for the Common Shares and Computershare Trust Company of Canada will, at the Time of Closing, be duly appointed as the trustee under the Warrant Indenture at its principal offices in Toronto, Ontario and Montreal, Quebec;

(ii) since December 31, 2006, there has been no material adverse change (actual, contemplated or threatened) in the condition (financial or otherwise), business, affairs, assets, capital, properties, results of operations or prospects of the Company except as reflected in the Historical Financial Statements or as otherwise set forth or incorporated by reference in the Prospectus, and the business and material property and assets of the Company conform in all material respects to the descriptions thereof contained or incorporated by reference in the Prospectus;

(jj) the Company has operated and is currently in material compliance with all applicable rules, regulations and policies of the FDA or any other regulatory or governmental agency having jurisdiction over the Company and its activities; the research, pre-clinical and clinical validation studies and other studies and tests conducted by or on behalf of or sponsored by the Company or in which the Company or its products or product candidates have participated that are described in the Prospectus or the results of which are referred to in the Prospectus were and, if still pending, are being conducted in all material respects in accordance with good clinical practice and medical standard-of-care procedures including in accordance with the protocols submitted to the FDA or any other governmental or quasi-governmental body exercising comparable authority; the results of the foregoing described in the Prospectus are accurate and complete in all material respects and the Company has no knowledge of any other trials, studies or tests, the results of which reasonably call into question the results described or referred to in the Prospectus; and the Company has not received any notices or other correspondence from such regulatory authorities or any other governmental agency or any other person requiring the termination, suspension or material modification of any research, pre-clinical and clinical validation studies or other studies and tests that are described in the Prospectus or the results of which are referred to in the Prospectus; and

(kk) (A) the Company possesses such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations (collectively, "**Governmental Licences**") issued by the appropriate federal, provincial, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it in all jurisdictions in which it carries on business, including without limitation those required by the United States Food and Drug Administration (the "FDA") and any foreign regulatory authorities performing functions similar to those performed by the FDA that are material to the conduct of the business of the Company (as such business is currently conducted); (B) the Company and the Subsidiary is in material compliance with the terms and conditions of all such Governmental Licences; (C) all of such Governmental Licences are in good standing, valid and in full force and effect; (D) the Company has not received any notice of proceedings relating to the revocation, suspension, termination or modification of any such Governmental Licences, and there are no facts or circumstances, including without limitation facts or circumstances relating to the revocation, suspension, modification or termination of any Governmental Licenses held by others, known to the Company, that could lead to the revocation, suspension, modification or termination of any such Governmental Licenses if the subject of an unfavourable decision, ruling or finding, except where such revocation, suspension, modification or termination is not in respect of a material Governmental Licence or where such revocation, suspension, modification or termination would not, individually or in the aggregate, have a material adverse effect; (E) the Company is not in material default with respect to filings to be effected or conditions to be fulfilled in order to maintain such Governmental Licenses in good standing; (F) none of such Governmental Licenses contains any term, provision, condition or limitation which has or would reasonably be expected to affect or restrict in any material respect the operations or the business of the Company as now carried on or proposed to be carried on; (G) the Company has conducted and is conducting its business in material compliance with all applicable laws, rules and regulations of each jurisdiction in which it carries on business; (H) the Company has no reason to believe that any party granting any such Governmental Licenses is considering limiting, suspending, modifying, withdrawing or revoking the same in any material respect. The clinical, pre-clinical and other studies and tests conducted by or on behalf of or sponsored by the Company or in which the Company or its products under development have participated that are described in the Prospectus or the results of which are referred to in the Prospectus were and, if still pending, are being conducted in accordance with good clinical practice and medical standard-of-care procedures.

9. Covenants of the Company

The Company covenants and agrees with the Underwriters that the Company:

(a) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Prospectus and any Supplementary Material has been filed and MRRS decision documents have been obtained and will provide evidence satisfactory to the Underwriters of each such filing and copies of such MRRS decision documents;

(b) will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of: (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Prospectus or any Supplementary Material; (ii) the suspension of the qualification of the Offered Units for offering or sale in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Preliminary Prospectus or the Prospectus or any Supplementary Material or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible;

(c) will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws of each of the Qualifying Jurisdictions which have such a concept and will comply with all of its obligations under applicable laws until the Survival Limitation Date;

(d) will use its commercially reasonable efforts (including, without limitation, making application to the Securities Commissions of each Qualifying Jurisdiction for all consents, orders and approvals necessary) to maintain the listing of the Common Shares on the TSX or such other recognized stock exchange or quotation system as the Underwriters may approve, acting reasonably, until the Survival Limitation Date;

(e) will apply the net proceeds from the issue and sale of the Offered Units in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus;

(f) will deliver to the Underwriters, as soon as practicable after the Preliminary Prospectus, the Prospectus and any Supplementary Materials are prepared, the preliminary and final U.S. Private Placement Memorandum, and, promptly after preparation, any amendment to the U.S. Private Placement Memorandum;

(g) will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement;

(h) will duly execute and deliver the Warrant Indenture on or before the Closing Date, and shall comply with its covenants contained in the Warrant Indenture;

(i) will on or before the time of filing the Prospectus provide to the Underwriters a copy of the conditional listing approval from the TSX;

(j) will ensure that at all times sufficient Warrant Shares are allotted and reserved for issuance upon the due and proper exercise of the Warrants;

(k) will ensure that at all times sufficient Broker Shares are allotted and reserved for issuance upon the due and proper exercise of the Broker Warrants;

(l) will forthwith notify the Underwriters of any breach of any covenant of this Agreement or the Warrant Indenture or any Ancillary Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement, the Warrant Indenture or any Ancillary Document is or has become untrue or inaccurate in any material respect;

(m) will not, at any time prior to the closing of the Offering, halt the trading of the Common Shares on the TSX without the prior consent of GMP; and

(n) will take all necessary steps to ensure that the Escrow Termination Date (as defined in the Escrow Agreements) be extended to July 31, 2007.

10. Conditions of Closing

The obligation of the Underwriters to purchase the Offered Units at the Time of Closing on the Closing Date shall be subject to the following:

(a) The Underwriters will receive at the Time of Closing a legal opinion addressed to the Underwriters and their counsel dated and delivered the Closing Date from the Company's Canadian Counsel, McCarthy Tetrault LLP, and from local counsel (in respect of matters governed by laws of the Qualifying Jurisdiction other than British Columbia, Alberta and Ontario and from local U.S. Counsel as applicable in respect of the Subsidiary), in each case in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature:

(i) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of any requirement of the Applicable Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;

(ii) the Company, and the Subsidiary, is a corporation validly existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets;

(iii) the Company is the direct or indirect registered owner of all the issued and outstanding shares of the Subsidiary;

(iv) the authorized and issued capital of the Company;

(v) the rights, privileges, restrictions and conditions attaching to the Unit Shares, the Warrants and the Broker Warrants are accurately summarized in all material respects in the Prospectus;

(vi) upon full payment therefor and the issue thereof, the Unit Shares will have been validly issued as fully paid and non-assessable shares in the capital of the Company;

(vii) the Warrants have been duly and validly created, authorized and issued by the Company;

(viii) the Warrant Shares have been duly reserved for issuance by the Company and upon the exercise of the Warrants, including payment of the exercise price, the Warrant Shares will be validly issued and outstanding as fully paid and non-assessable shares in the capital of the Company;

(ix) the Broker Warrants have been duly and validly created, authorized and issued by the Company;

(x) the Broker Shares have been duly reserved for issuance by the Company and upon the exercise of the Broker Warrants, including payment of the exercise price, the Broker Shares will be validly issued and outstanding as fully paid and non-assessable shares in the capital of the Company;

(xi) the form and terms of the definitive certificate representing the Unit Shares have been approved by the directors of the Company and comply in all material respects with the *Canada Business Corporations Act* and the rules and by-laws of the TSX;

(xii) the Company has all necessary corporate power and capacity: (i) to execute and deliver this Agreement and perform its obligations under this Agreement; (ii) to execute and deliver the Warrant Indenture and to perform its obligations under the Warrant Indenture; (iii) to execute and deliver the Broker Warrant Certificate and to perform its obligations under the Broker Warrant Certificate; and (iv) to issue and sell the Offered Units, Unit Shares, Warrants and Broker Warrants;

(xiii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus, the Prospectus and any Supplementary Material and the filing thereof with the Securities Commissions and to authorize the delivery of the U.S. Private Placement Memorandum;

(xiv) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement, the Warrant Indenture, the certificates representing the Warrants and the Broker Warrant Certificate and this Agreement, the Warrant Indenture, the certificates representing the Warrants and the Broker Warrant Certificate have been duly executed and delivered by the Company and each constitutes a legal, valid and binding obligation of the Company enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement may be limited by applicable law;

(xv) the execution and delivery of this Agreement, the Warrant Indenture, the certificates representing the Warrants and the Broker Warrant Certificate, the fulfillment of the terms hereof and thereof by the Company and the offering, issuance, sale and delivery of the Offered Units and the Broker Warrants do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with any of the terms, conditions or provisions of the articles or by-laws of the Company, any resolutions of the shareholders or directors (or any committee thereof) of the Company or any applicable laws;

(xvi) Computershare Investor Services Inc. is the duly appointed registrar and transfer agent for the Common Shares and Computershare Trust Company of Canada is the duly appointed trustee under the Warrant Indenture;

(xvii) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction to qualify the Broker

Warrants and to qualify the Distribution of the Over-Allotment Option and the Offered Units in each of the Qualifying Jurisdictions through persons who are registered under Applicable Securities Laws and who have complied with the relevant provisions of such applicable laws;

(xviii) the issue of the Warrant Shares and the Broker Shares will be exempt from the prospectus requirement of securities legislation in the Qualifying Jurisdictions provided that (A) the trade is not a control distribution, and (B) MonoGen is a reporting issuer at the time of the trade;

(xix) subject only to the Standard Listing Conditions, the Unit Shares, Warrant Shares and Broker Shares have been conditionally listed or approved for listing on the TSX;

(xx) as to the accuracy of the statements under the headings “Eligibility For Investment” and “ Certain Canadian Federal Income Tax Considerations” in the Prospectus; and

(xxi) as to all other legal matters reasonably requested by counsel to the Underwriters at least forty-eight (48) hours prior to the Time of Closing.

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsel to the Underwriters, acting reasonably, as to the qualification for distribution of the Offered Units or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of jurisdictions other than the province or provinces in which they are qualified to practice and may rely, to the extent appropriate in the circumstances, only as to matters of fact on certificates of officers of the Company and others;

(b) In the event there are U.S. purchasers of the Offered Units, the Company shall cause a favourable legal opinion to be delivered by its U.S. counsel to the Underwriters and their counsel with respect to the following: (i) that no registration of the Offered Units is required under the U.S. Securities Act, in connection with the offer or sale of the Offered Units in the United States in the manner contemplated by this Agreement and the U.S. Private Placement Memorandum to be used in connection with the offer and sale of the Offered Units in the United States; and (ii) the Company is not required to be registered as an “investment company” as such term is defined in the *United States Investment Company Act of 1940*. In providing such opinion, such counsel will be entitled to assume (i) that the representations and warranties of the Company and the Underwriters set forth in this Agreement are true and correct and (ii) compliance by the Company and the Underwriters with their respective obligations under this Agreement. Such opinion shall be limited to the federal laws of the United States and shall be subject to such other qualifications and assumptions as are customary and as the Underwriters and their counsel may agree, acting reasonably;

(c) the Underwriters shall have received a certificate dated the Closing Date, signed by the President and Chief Executive Officer and Interim Chief Financial Officer of the Company or any other senior officer of the Company as may be acceptable to the Underwriters, in form and content satisfactory to the Underwriters' counsel, acting reasonably, with respect to:

(i) the articles and by laws of the Company and the Subsidiary;

(ii) the resolutions of the Company's board of directors relevant to the issue and sale of the Offered Units to be issued and sold by the Company and the authorization of this Agreement and the other agreements and transactions contemplated herein; and

(iii) the incumbency and signatures of signing officers of the Company.

(d) the Company shall cause its auditors, Ernst & Young LLP, to deliver to the Underwriters a "bring down" comfort letter addressed to the Underwriters and the board of directors of the Company, dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two business days prior to the Closing Date the information contained in the comfort letter referred to in Subsection 5(a)(iii) hereof;

(e) the Company shall deliver to the Underwriters, at the Time of Closing, certificates dated the Closing Date or the Option Closing Date, as applicable, addressed to the Underwriters and signed by the President and Chief Executive Officer of the Company and the Interim Chief Financial Officer of the Company, or such other senior officer(s) of the Company as may be acceptable to the Underwriters, certifying for and on behalf of the Company and without personal liability, after having made due enquiries, to the effect that:

(i) the Company has complied in all respects with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Time of Closing;

(ii) the representations and warranties of the Company contained herein are true and correct in all respects as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing after giving effect to the transactions contemplated hereby;

(iii) decision documents have been issued by the Securities Commissions in the Qualifying Jurisdictions for the Prospectus and, to the knowledge of such persons, no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares of the Company, the Offered Units or the Broker Warrants to be issued and sold by the Company has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened; and

(iv) since the respective dates as of which information is given in the Prospectus or any Supplementary Material (A) there has been no material change of the Company, (B) there has been no adverse change (financial or otherwise) in the condition or affairs of the Company or any Subsidiary or in any of the assets, capital, liabilities (contingent or otherwise), businesses or operations of the Company or any Subsidiary which is material to the Company or any Subsidiary, and (C) no transaction has been entered into by any of or affecting the Company which is material to the Company, other than as disclosed in the Prospectus or in any Supplementary Material.

(f) the Underwriters shall have received copies of correspondence indicating that the Company has obtained all necessary approvals for the issuance of the Unit Shares, the Warrant Shares and the Broker Shares to be listed on the TSX, subject only to the Standard Listing Conditions;

(g) the representations and warranties of the Company contained in this Agreement will be true at and as of the Time of Closing on the Closing Date, and, if applicable, the Option Closing Date as if such representations and warranties were made at and as of such time and all agreements, covenants and conditions required by this Agreement to be performed or complied with by the Company will have been complied with prior to that time;

(h) the satisfactory completion of the Underwriters' due diligence investigation and the absence of any misrepresentations in the Offering Documents or undisclosed material adverse change or undisclosed material facts relating to the Company or the Offered Units;

(i) receipt by the Company of an exemption from the laws of Québec relating to the use of the French language in connection with the Offering Documents to be delivered to purchasers in Québec;

(j) the Company shall have received a Final MRRS Decision Document qualifying the Offered Units for Distribution;

(k) the Underwriters will have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Underwriters as the Underwriters may reasonably request; and

(l) all officers of the Company will have to enter into an agreement with the Underwriters at the Time of Closing on the Closing Date pursuant to which they will not, directly or indirectly, without the prior consent of GMP, (i) offer, sell, contract to sell, secure, pledge, grant or sell any option, right or warrant to purchase, or otherwise lend, transfer or dispose of, or announce any intention to do so, any of their securities of the Company, or (ii) make any short sale, engage in any hedging transaction, or enter into any swap or other arrangement that transfers to another any of the economic consequences of ownership of Common Shares, for a period of 120 days following the closing of the Offering.

11. Closing

The closing of the purchase and sale of the Offered Units shall be completed at the Time of Closing at the offices of Fasken Martineau DuMoulin LLP, 66 Wellington Street West, Suite 4200, Toronto Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario, M5K 1N6, or at such other place as the Company and the Underwriters may agree in writing. At the Time of Closing:

(a) the Company will deliver to GMP, or as GMP may direct, (i) one or more definitive global certificate(s) representing the Unit Shares and the Warrants comprising the Offered Units purchased by U.S. Persons and one or more definitive certificate(s) representing the Unit Shares and the Warrants comprising the Offered Units not purchased by U.S. Persons, collectively representing in the aggregate the total number of the Offered Units and any Additional Units to be sold by the Company, in each case registered in the name of "GMP Securities L.P." (or in such other name or names as GMP shall notify the Company not less than 48 hours prior to the Time of Closing), and (ii) all further documentation as may be contemplated in this Agreement or as counsel to the Underwriters may reasonably require; against payment by the Underwriters to the Company (in accordance with their respective entitlements) of the applicable Purchase Price for the Offered Units and any Additional Units being issued and sold under this Agreement, net of the Underwriters' fee set out in the second paragraph of this Agreement, by certified cheque, bank draft or wire transfer payable to or as directed by the Company;

(b) the Company shall make all necessary arrangements for the exchange of such definitive certificates, on the date of delivery, at the principal offices of the Registrar in the City of Toronto for certificates representing the Unit Shares and Warrants and any Unit Shares and Warrants comprising any Additional Units in such amounts and registered in such names as shall be designated by GMP on behalf of the Underwriters not less than 48 hours prior to the Time of Closing. The Company shall pay all fees and expenses payable to or incurred by the Registrar in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this section 11 and the fees and expenses payable to or incurred by the Registrar in connection with such additional transfers required in the course of the distribution of the Offered Units and any Additional Units;

(c) the obligation of the Underwriters to complete the purchase of the Additional Units under this Agreement, upon the exercise of the Over-Allotment Option, is subject to the receipt by the Underwriters of a certificate signed by those officers of the Company as are acceptable to the Underwriters, acting reasonably, to the effect set out in section 10(e) as of the Option Closing Date;

(d) the Underwriters shall pay by wire transfer or deliver to the Company in Toronto one or more certified cheques or bank drafts payable to "MonoGen, Inc.", representing the aggregate gross purchase price for the Offered Units, less the fees payable by the Company to the Underwriters as provided in the second paragraph of this Agreement and all expenses payable by the Company to the Underwriters pursuant to Section 15 hereof; and

(e) the Company will deliver to GMP, or as GMP may direct, the Broker Warrant Certificates representing the Broker Warrants.

12. Restrictions on Further Issues or Sales

During the period commencing on the date of this Agreement and ending 120 days following the Closing Date, the Company will not, directly or indirectly, without the prior written consent of GMP on behalf of the Underwriters, offer, issue, sell, authorize the offering or issuance or sale of or agree to offer, issue or sell any Common Shares or financial instruments or securities convertible into or exchangeable or exercisable for Common Shares (or enter into any derivative transaction having the effect of any of the foregoing) or announce any of the foregoing, except for (i) the issuance and sale of the Offered Units pursuant to this Agreement and the issuance of the Warrant Shares in accordance with the terms of the Warrant Indenture, (ii) an issuance of securities of the Company pursuant to the exercise or conversion, as the case may be, of securities of the Company outstanding on the date hereof; (iii) the granting of options under the option plan or employee share purchase plan described in the Documents Incorporated by Reference or upon the exercise of stock options granted under such plans, and (vi) pursuant to the exercise of the Over-Allotment Option and the Broker Warrants.

13. Indemnification by the Company

(a) The Company shall fully indemnify and save harmless each of the Underwriters and their respective affiliates, their respective directors, officers, employees, advisors and agents (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against all losses (other than losses of profit), claims, damages, costs, expenses (including the reasonable fees and expenses of the Underwriters' counsel that may be incurred in advising with respect to or defending such claim to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law) and liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims) caused by or arising directly or indirectly from or in consequence of:

(i) any breach by the Company of its covenants or obligations hereunder or under any Ancillary Document;

(ii) any information or statement (except any information or statement relating solely to the Underwriters or any of them and furnished in writing by the Underwriters to the Company) contained in any of the Offering

Documents (including, for greater certainty, the Documents Incorporated by Reference and any Subsequent Disclosure Documents) being a misrepresentation or untrue, or based upon any omission or alleged omission in any of the Offering Documents;

(iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to the Underwriters or any of them and furnished in writing by the Underwriters to the Company) contained in any of the Offering Documents or any other document or material filed or delivered on behalf of the Company pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution of the Offered Units or the Common Shares or any other securities of the Company;

(iv) the non compliance by the Company with any Applicable Securities Laws or other regulatory requirements including the Company's non-compliance with any statutory requirement to make any document available for inspection;

(v) any statement contained in the Disclosure Record which at the time and in the light of the circumstances under which it was made, contained or is alleged to have contained a misrepresentation or untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which they were made;

(vi) the omission or alleged omission to state in this Agreement or any Ancillary Documents of the Company delivered hereunder or pursuant hereto any material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made (other than omissions relating solely to the Underwriters);

(vii) any misrepresentation (except any made by the Underwriters and for which the Underwriters did not rely on any information provided by the Company or anyone acting on its behalf) relating to the Offering, whether oral or written and whether made during and in connection with the Offering, where such misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement;

(viii) any failure or alleged failure to make timely disclosure of a material change by the Company, where such failure or alleged failure occurs during the Offering or during the period of distribution, where such failure relates to the Offering, the Units, the Units Shares, the Warrants or the Warrant Shares and may give or gives rise to any liability under any statute in any jurisdiction which is in force on the date of this Agreement; or

(ix) any material breach of any representation or warranty of the Company contained herein or the failure of the Company to comply with any of its covenants or other obligations contained herein in any material respect.

(b) If any claim contemplated by this Section 13 shall be asserted against any of the Indemnified Parties, or if any potential claim contemplated by this Section 13 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify in writing the Company as soon as possible of the nature of such claim (provided that any failure to so notify in respect of any potential claim shall affect the liability of the Company under this Section 13 only to the extent that the Company is materially and adversely prejudiced by such failure). The Company shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought to enforce such claim; provided that the defence shall be through legal counsel selected by the Company and acceptable to the Indemnified Party, acting reasonably, and no admission of liability shall be made by the Company or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Company, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

(i) the Company fails to assume the defence of such suit on behalf of the Indemnified Party within ten days of receiving notice of such suit;

(ii) the employment of such counsel has been authorized by the Company; or

(iii) the named parties to any such suit (including any added or third parties) include the Indemnified Party and the Company and the Indemnified Party and the Company shall have been advised in writing by counsel that representation of the Indemnified Party by counsel for the Company is inappropriate as a result of the potential or actual conflicting interests of those represented;

(in each of cases (i), (ii) or (iii), the Company shall not have the right to assume the defence of such suit on behalf of the Indemnified Party, but the Company shall only be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Underwriter or Underwriters for time spent by their respective directors, officers, employees or shareholders)).

Notwithstanding anything set forth herein, in no event shall the Company be liable for the fees or disbursements of more than one firm of legal counsel to an Indemnified Party in a particular jurisdiction.

(c) The Company hereby acknowledges and agrees that, with respect to Sections 13 and 14 hereof, the Underwriters are contracting on their own behalf and as agents for their affiliates, directors, officers, employees, advisors and agents and their respective directors, officers, employees, advisors and agents (collectively, the "**Beneficiaries**"). In this regard, each of the Underwriters shall act as trustee for the Beneficiaries of the covenants of the Company under Sections 13 and 14 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

(d) The rights of indemnity contained in this Section 13 shall not enure to the benefit of the Underwriters or any other Indemnified Party if the Company has complied with the provisions of Section 6 hereof and the person asserting any claim contemplated by this Section was not provided with a copy of the Prospectus or Supplementary Material which corrects any untrue statement or information, misrepresentation or omission which is the basis of such claim and which is required under the Applicable Securities Laws, to be delivered to such person by the Underwriters or members of their banking or selling group (if any). In addition, the rights of indemnity shall not apply to the extent a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that: (i) the Indemnified Party or Indemnified Parties have been negligent or dishonest or have committed any fraudulent act in the course of such performance; and (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the negligence, dishonesty or fraud referred to in (i).

14. Contribution

(a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 13 hereof would otherwise be available in accordance with its terms but is, for any reason not solely attributable to any one or more of the Indemnified Parties, held to be unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Underwriters and the Company shall contribute to the aggregate of all claims, damages, liabilities, costs and expenses and all losses (other than losses of profits) of the nature contemplated in Section 13 hereof and suffered or incurred by the Indemnified Parties in proportions such that the Underwriters shall be responsible for the portion represented by the percentage that the total Underwriters' fee payable to the Underwriters bears to the aggregate purchase price of the Offered Units, both as determined pursuant to the provisions hereof, and the Company shall, subject to paragraph (b) of this Section, be responsible for the balance, whether or not it has been sued or sued separately; provided that the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of such total fee or any portion thereof actually received.

However, no party who has engaged in any fraud, fraudulent misrepresentation or gross negligence shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or gross negligence.

(b) The rights to contribution provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law provided that paragraph (a) of this Section 14 shall apply, mutatis mutandis, in respect of such other right.

(c) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 14 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 13 hereof, mutatis mutandis.

15. Fees and Expenses

Whether or not the purchase and sale of the Offered Units shall be completed (other than as a result of a default by any of the Underwriters), all expenses of or incidental to the creation, issuance and delivery of the Offered Units and of or incidental to all matters in connection with the transactions herein set out shall be borne by the Company including, without limitation:

(a) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Units and the filing of the Preliminary Prospectus, the Prospectus and any Supplementary Material;

(b) the fees and expenses of the auditors, counsel to the Company and all local counsel (including GST on all of the foregoing);

(c) all costs incurred in connection with the preparation and printing of the Preliminary Prospectus, the Prospectus and any Supplementary Material contemplated hereunder; and

(d) the reasonable out-of-pocket expenses of the Underwriters, including the reasonable fees of the Underwriters' counsel including all U.S. and special regulatory counsel, with such expenses paid by the Company at the Time of Closing or at any other time requested by the Underwriters.

16. All Terms to be Conditions

The Company agrees that the conditions contained in Section 10 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 10 shall entitle the Underwriters to terminate their obligation to purchase the Offered Units, by written notice to that effect given to the Company at or prior to the Time of Closing. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

17. Termination by Underwriters in Certain Events

(a) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Units by written notice to that effect given to the Company at or prior to the Time of Closing if (A) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSX or any securities regulatory authority or any law or regulation is enacted or changed which in the opinion of such Underwriter, acting reasonably, operates to prevent or restrict the trading of the Common Shares or materially and adversely affects or could reasonably be expected to materially and adversely affect the market price or value of the Common Shares or the Offered Units; (B) if there should develop, occur or come into effect or existence any event, action, state, circumstance, condition or major financial occurrence, catastrophe, accident, natural disaster, public protest, financial occurrence, war or act of terrorism, or other occurrence of national or international consequence or any law or regulation which in the reasonable opinion of the Underwriters seriously adversely affects, or involves, or will seriously adversely affect, the financial markets or the business, operations or affairs of the Company taken as a whole; (C) a cease trading order is made or threatened respecting the Company's securities by any Securities Commission or other competent authority by reason of the fault of the Company or its directors, officers and agents; or (D) there shall be any material change in the affairs of the Company, or there should be discovered any previously undisclosed material fact required to be disclosed in the Preliminary Prospectus, Prospectus or amendment thereto or there should occur a change in the material fact contained in the Preliminary Prospectus, Prospectus or amendment thereto, in each case which, in the reasonable opinion of the Underwriters (or any of them), has or would be expected to have a significant adverse effect on the market price or value of the Common Shares.

(b) If this Agreement is terminated by any of the Underwriters pursuant to Subsection 17(a), there shall be no further liability on the part of such Underwriter or of the Company to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 13, 14 and 15.

(c) The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 17 shall not be binding upon the other Underwriters.

18. Obligations of the Underwriters

The obligation of the Underwriters to purchase the Offered Units shall be several and not joint or joint and several, and shall be limited to the percentages of the aggregate number of Offered Units to be purchased set out opposite the names of the Underwriters respectively below:

GMP Securities L.P.	-	60%
Canaccord Capital Corporation	-	30%
Paradigm Capital Inc.	-	10%

If an Underwriter (a "**Refusing Underwriter**") does not complete the purchase and sale of the Offered Units which that Underwriter has agreed to purchase under this Agreement (other than in accordance with section 17 of this Agreement) (the "**Defaulted Units**"), GMP may delay the Closing Date for not more than five days without the prior written consent of the Company, and the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase all but not less than all of the Defaulted Units pro rata according to the number of Offered Units to have been acquired by the Continuing Underwriters under this Agreement or in any proportion agreed upon, in writing, by the Continuing Underwriters. If no such arrangement has been made and the number of Defaulted Units to be purchased by the Refusing Underwriters does not exceed 10% of the Offered Units, the Continuing Underwriters will be obligated to purchase the Defaulted Units on the terms set out in this Agreement in proportion to their obligations under this Agreement. If the number of Defaulted Units to be purchased by Refusing Underwriters exceeds 10% of the Offered Units, the Continuing Underwriters will not be obliged to purchase the Defaulted Units and, if the Continuing Underwriters do not elect to purchase the Defaulted Units:

(a) the Continuing Underwriters will not be obliged to purchase any of the Offered Units;

(b) the Company will not be obliged to sell less than all of the Offered Units; and

(c) the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Company or the Continuing Underwriters, except pursuant to the provisions of Sections 13, 14, and 15 of this Agreement.

19. Over-Allotment

In connection with the distribution of the Offered Units, the Underwriters and members of their selling group (if any) may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels above those which might otherwise prevail in the open market, in compliance with Applicable Securities Laws. Those stabilizing transactions, if any, may be discontinued at any time.

20. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered to,

in the case of the Company, to:

MonoGen, Inc.
1002 Sherbrooke Street West, Suite 2060
Montreal, Quebec H3A 3L6

Fax: (514) 286-3777
Attention: Ted S. Geiselman and André Denis

with a copy of any such notice to:

McCarthy Tetrault LLP
421-7th Avenue SW
Suite 3300
Calgary, Alberta T2P 4K9
Fax: (403) 260-3501
Attention: David Phillips and Tim Sebastian

in the case of the Underwriters, to:

GMP Securities L.P.
145 King Street West
Suite 300
Toronto, Ontario M5H 1J8

Fax: (416) 943-6160
Attention: Steven D. Ottaway

Canaccord Capital Corporation.
320 Bay Street
Suite 1200
Toronto, Ontario, M5H 4A6

Fax: (416) 869-7356
Attention: Steven L. Winokur

Paradigm Capital Inc.
95 Wellington Street West
Suite 2101

P.O. Box 55
Toronto, Ontario, M5J 2N7

Fax: (416) 842-7555
Attention: Tony Pullen

and with a copy of any such notice to:

Fasken Martineau DuMoulin
Suite 4200, Toronto Dominion Bank Tower
66 Wellington Street West
Toronto-Dominion Centre
Toronto, Ontario
M5K 1N6

Fax: (416) 364-7813
Attention: Rubin Rapuch

The Company and the Underwriters may change their respective addresses for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by telecopy and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by fax on the first business day following the day on which it is sent.

21. Miscellaneous

(a) Except with respect to Sections 13, 14, 17 and 18, all transactions and notices on behalf of the Underwriters hereunder or contemplated hereby may be carried out or given on behalf of the Underwriters by GMP and GMP shall in good faith discuss with the other Underwriters the nature of any such transactions and notices prior to giving effect thereto or the delivery thereof, as the case may be.

(b) This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Company and their respective successors and legal representatives.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

(d) Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.

(e) The words, “hereunder”, “hereof” and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Company of this offer by the Underwriters to purchase the Offered Units.

(f) All representations, warranties, covenants and agreements of the Company and the Underwriters herein contained or contained in documents submitted pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive the purchase and sale of the Offered Units and the termination of this Agreement and shall continue in full force and effect for the benefit of the Underwriters or the Company, as the case may be, regardless of any subsequent disposition of the Offered Units or any investigation by or on behalf of the Underwriters with respect thereto until the Survival Limitation Date. The Underwriters and the Company shall be entitled to rely on the representations and warranties of the Company or the Underwriters, as the case may be, contained herein or delivered pursuant hereto notwithstanding any investigation which the Underwriters or the Company may undertake or which may be undertaken on the Underwriters' behalf.

(g) Each of the parties hereto shall be entitled to rely on delivery of a facsimile copy of this Agreement and acceptance by each such party of any such facsimile copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(h) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

(i) It is understood that the terms and conditions of this Agreement supersede any previous verbal or written agreement between the Underwriters and the Company with respect to this Offering and including, without limitation, the letter agreement between GMP and the Company dated April 23, 2007, accepted by the Company on April 23, 2007 and reconfirmed by GMP on April 24, 2007.

[remainder of page intentionally left blank]

If this letter accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this letter where indicated and returning them to us.

Yours very truly,

GMP SECURITIES L.P.

By: "*Steven D. Ottaway*"
Name: Steven D. Ottaway
Title: Director

CANACCORD CAPITAL CORPORATION

By: "*Steven L. Winokur*"
Name: Steven L. Winokur
Title: Managing Director

PARADIGM CAPITAL INC.

By: "*Tony Pullen*"
Name: Tony Pullen
Title: Partner, Corporate Finance

Accepted and agreed to by the undersigned as of the date of this letter first written above.

MONOGEN, INC.

By: "*Ted S. Geiselman*"
Name: Ted S. Geiselman
Title: President and Chief Executive Officer

SCHEDULE 4(d)

UNITED STATES OFFERS AND SALES

As used in this Schedule 4(d), capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule 4(d) is annexed and the following terms shall have the meanings indicated:

(a) "**Directed Selling Efforts**" means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Units and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Units;

(b) "**Foreign Issuer**" shall have the meaning ascribed thereto in Regulation S. Without limiting the foregoing, but for greater clarity, it means any issuer which is (a) the government of any country other than the United States, or any political subdivision thereof or a national of any country other than the United States; or (b) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or through voting trust certificates or depositary receipts by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

(c) "**General Solicitation**" or "**General Advertising**" means "general solicitation" or "general advertising", as used under Rule 502(c) under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over the internet, radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(d) "**Institutional Accredited Investor**" means an "accredited investor" satisfying one or more of the criteria set forth in Rule 501(a)(1), (2), (3) and (7) of Regulation D;

(e) "**Qualified Institutional Buyer**" means a "qualified institutional buyer" as that term is defined in Rule 144A;

(f) "**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

(g) "**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

(h) "**Rule 144A**" means Rule 144A adopted by the SEC under the U.S. Securities Act;

(i) "**SEC**" means the United States Securities and Exchange Commission;

(j) "**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Regulation S;

(k) "**U.S. Affiliate**" of any Underwriter means the U.S. registered broker-dealer affiliate of such Underwriter;

(l) "**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

(m) "**U.S. Person**" means a "U.S. person" as that term is defined in Regulation S;

(n) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended; and

(o) "**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

Representations, Warranties and Covenants of the Underwriters

Each Underwriter acknowledges that the Offered Units have not been and will not be registered under the U.S. Securities Act or under any applicable state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and state securities laws. Accordingly, each Underwriter represents, warrants and covenants to the Company that:

1. It has not offered and sold, and will not offer and sell, any Offered Units forming part of its allotment described in the Underwriting Agreement except (a) in an offshore transaction in accordance with Rule 903 of Regulation S or (b) in the United States or to, or for the benefit or account of, any U.S. Person or person in the United States as provided in paragraphs 2 through 10 below. Accordingly, neither the Underwriter nor any of its affiliates nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 10 below) (i) any offer to sell or any solicitation of an offer to buy, any Offered Units to any U.S. Person or person in the United States, (ii) any sale of Offered Units to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, affiliate or person acting on behalf of either reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts in the United States with respect to the Offered Units.

2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Units, except with its affiliates, any selling group members or with the prior written consent of the Company. It shall require each selling group member to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that each selling group member complies with, the same provisions of this Schedule 4(d) as apply to such Underwriter as if such provisions applied to such selling group member.

3. Offers and sales of Offered Units in the United States shall not be made (i) by any form of General Solicitation or General Advertising, or (ii) in any manner involving a public offering within the meaning of Section 4(2) of the U.S. Securities Act.

4. Any offer, sale or solicitation of an offer to buy Offered Units that has been made or will be made in the United States or to, or for the benefit or account of, any U.S. Person or person in the United States, was or will be made only to Qualified Institutional Buyers or Institutional Accredited Investors in transactions that are exempt from registration under the U.S. Securities Act and any applicable state securities laws and in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers, through the U.S. Affiliates of the Underwriters, each of which was on the dates of such offers and sales a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the securities laws of each state in which such offers and sales were made (unless exempted from the respective state's broker-dealer registration requirements) and was and is a member in good standing with the National Association of Securities Dealers, Inc.

5. Immediately prior to soliciting such offerees, the Underwriter had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer or an Institutional Accredited Investor, and at the time of completion of each sale to a person in the United States or a U.S. Person, the Underwriter, its affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each purchaser purchasing Offered Units from such Underwriter or its U.S. Affiliate is a Qualified Institutional Buyer and each purchaser designated by such Underwriter or its U.S. Affiliate to purchase Offered Units from the Company is an Institutional Accredited Investor.

6. Each offeree in the United States shall be provided, prior to the time of purchase of any Offered Units, with a copy of the U.S. private placement offering memorandum (the "**U.S. Offering Memorandum**") attached to a copy of the Final Prospectus and it will not use any other written material in connection with the offering of the Offered Units in the United States.

7. At least two business day prior to the Closing Date, the transfer agent will be provided with a list of all purchasers of the Offered Units in the United States.

8. At closing, each U.S. broker-dealer who sold any Offered Units together with their Canadian affiliate will provide a certificate, substantially in the form of Appendix A, relating to the manner of the offer and sale of the Offered Units in the United States.

9. Each U.S. affiliate of the Underwriters that is purchasing the Offered Units in the United States is a Qualified Institutional Buyer.

10. Prior to the completion of any sale of Offered Units in the United States, each U.S. purchaser thereof (a "**U.S. Purchaser**") who is not a Qualified Institutional Buyer will be required to provide to the Underwriters, or to their U.S. Affiliates selling the Offered Units, a letter in the form of Exhibit A to the U.S. Offering Memorandum and each U.S. Purchaser that is a Qualified Institutional Buyer will be deemed to have provided the representations, warranties and covenants of the U.S. Purchasers in the U.S. Offering Memorandum.

11. None of it, any of its affiliates or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the securities qualified for distribution under the Prospectus.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

1. The Company is a Foreign Issuer within the meaning of Regulation S and there is no Substantial U.S. Market Interest in the Offered Units.

2. The Company is not, and as a result of the sale of the Offered Units contemplated hereby will not be, an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

3. For so long as the Offered Units which have been sold in the United States in reliance upon Rule 144A are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if the Company is neither (i) subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act nor (ii) exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company shall provide to holders of the Offered Units which have been sold in the United States in reliance upon Rule 144A, or to any prospective purchasers of the Offered Units designated by such holders, upon request of such holders or prospective holders, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Offered Units to effect resales under Rule 144A).

4. The Offered Units are not, and as of the Time of Closing the Offered Units will not be, and no securities of the same class as the Offered Units will be, (i) listed

on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act; or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted.

5. During the period in which the Offered Units are offered for sale, neither it nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their U.S. Affiliates, or any members of the selling firms, as to which the Company makes no representations) has made or will make any Directed Selling Efforts in the United States, or has taken or will take any action that would cause the exemption afforded by Rule 506 of Regulation D, Section 4(2) of the U.S. Securities Act or Regulation S to be unavailable for offers and sales of the Offered Units, pursuant to this Agreement.

6. None of the Company, any of its affiliates or any person acting on its or their behalf have engaged or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Offered Units in the United States.

7. The Company will use commercially reasonable efforts not to take any action which could cause the Company not to be a Foreign Issuer, as such term is defined in Regulation S for a period of 24 months after the Closing Date.

8. The Company will notify its transfer agent as soon as practicable upon it becoming a "domestic issuer", as defined in Regulation S.

9. None of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

10. None of the Company, any of its affiliates or any person acting on any of their behalf (other than the Underwriters, their respective affiliates, or any person acting on any of their behalf, in respect of which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the securities qualified for distribution under the Propsectus.

11. If required by the registrar and transfer agent of the Company, subject to applicable law, the Company will use its best efforts to deliver an opinion or memorandum of U.S. counsel, or such other document as may be required by such registrar and transfer agent to permit the removal of resale restrictions in connection with the resale of any of the Offered Units by investors in the United States through the facilities of the TSX or another designated offshore securities

market (as such term is defined in Regulation S) in reliance upon Rule 904 of Regulation S under the U.S. Securities Act.

12. The Company will, within prescribed time periods, prepare and file any forms or notices required to be filed under the U.S. Securities Act or applicable blue sky laws in connection with the offer and sale of the Offered Securities in the United States pursuant to this Schedule 4(d).

APPENDIX A

TO SCHEDULE 4(d)

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of units (the "**Units**"), comprised of one common share and one half of one common share purchase warrant of Monogen, Inc. (the "**Company**") pursuant to the Underwriting Agreement dated April 30, 2007, among the Company and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned does hereby certify as follows:

(i) each U.S. affiliate of the undersigned Underwriter (a "**U.S. Underwriter**") who offered or sold Units in the United States is a duly registered broker or dealer with the United States Securities and Exchange Commission and is a member of and is in good standing with the National Association of Securities Dealers, Inc. on the date hereof;

(ii) all offers and sales of Units in the United States have been effected in accordance with all applicable U.S. broker-dealer requirements;

(iii) each offeree was provided with a copy of the U.S. Offering Memorandum, including the Final Prospectus relating to the offering of the Units and a confidential U.S. covering memorandum for the offering of the Units in the United States, and no other written material was used in connection with the offering of the Units in the United States;

(iv) immediately prior to transmitting the U.S. Offering Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree was a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**") or an "institutional accredited investor" satisfying one or more of the criteria set forth in Rule 501(a)(1), (2), (2) or (7) of Regulation D (an "**Institutional Accredited Investor**") under the Securities Act, and, on the date hereof, we continue to believe that each U.S. person purchasing Units through us is a Qualified Institutional Buyer or an Institutional Accredited Investor;

(v) no form of general solicitation or general advertising (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over the Internet, radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Units in the United States or to U.S. persons;

(vi) the offering of the Units in the United States has been conducted by us through our U.S. affiliates in accordance with the terms of the Underwriting Agreement; and

(vii) prior to any sale of Units in the United States, we caused each U.S. purchaser who is not a Qualified Institutional Buyer to execute a letter in the form of Exhibit A to the U.S. Offering Memorandum.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

Dated this ● day of ●, 2007.

[CANADIAN UNDERWRITER]	**[U.S. AFFILIATE OF CANADIAN UNDERWRITER]**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________