This document is important and requires your immediate attention. If you are in doubt as to how to respond to the Offer described in this Directors' Circular, you should consult your investment dealer, stockbroker, bank manager, lawyer or other professional advisor.

NeuroMedix

DIRECTORS' CIRCULAR

RECOMMENDING

ACCEPTANCE

OF THE OFFER BY

TRANSITION THERAPEUTICS INC.

TO PURCHASE ALL OF THE OUTSTANDING COMMON SHARES OF

NEUROMEDIX INC.

ON THE BASIS OF

ONE TRANSITION THERAPEUTICS SHARE FOR EVERY 5.1429 NEUROMEDIX COMMON SHARES

Fractional Transition Therapeutics shares will not be issued. Instead, NeuroMedix Shareholders will receive a cash payment equal to such fraction multiplied by the Current Market Price (as defined in the Offering Circular).

DIRECTORS' RECOMMENDATION

THE BOARD OF DIRECTORS OF NEUROMEDIX INC. UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS ACCEPT THE OFFER AND TENDER

APRIL 3, 2007

NOTICE TO NON-CANADIAN SHAREHOLDERS

Our financial statements are prepared in accordance with Canadian generally accepted accounting principles and thus may not be comparable to financial statements of United States companies and other non-Canadian companies. The enforcement by shareholders of civil liabilities under United States federal securities laws or under the laws of other non-Canadian jurisdictions may be affected adversely by the fact that we are incorporated under the laws of Canada, and some of our directors and officers are residents of Canada, and all or a substantial portion of our assets and the assets of such persons are located outside the United States. Shareholders may not be able to sue a foreign company or its officers or directors in a foreign court for violations of United States federal securities laws or the securities laws of other non-Canadian jurisdictions. It may be difficult to compel a foreign company and its officers and directors to subject themselves to a United States or other non-Canadian court's judgment. This transaction has not been approved or disapproved by any United States or other securities regulatory authority, nor has any such authority passed upon the accuracy or adequacy of this document.

NeuroMedix

April 3, 2007

Dear Fellow Shareholder:

Transition Therapeutics Inc. Offer

On March 21, 2007, we announced that Transition Therapeutics Inc. ("**Transition**") had agreed to make an offer to acquire all of the issued and outstanding shares of NeuroMedix Inc. (the "**Company**") on the basis of one Transition common share for every 5.1429 shares of the Company (the "**Offer**"). The Offer is enclosed with this letter and our Directors' Circular.

Your Board of Directors UNANIMOUSLY recommends that you ACCEPT the Offer and TENDER your shares to the Offer.

In making your decision regarding the Offer, you should consider the following:

- The Offer represents attractive value for shareholders of the Company. On March 20, 2007, the last trading day prior to the date of the public announcement by Transition and the Company of the entering into of the Support Agreement and the proposed Offer, the closing price of Transition's common shares on the Toronto Stock Exchange was $1.52 per share and the closing price of the Company's common shares on the TSX Venture Exchange was $0.25 per share, representing a premium of 18% to the closing trading price of the Company's common shares on such date.

- Dundee Securities Corporation has provided to the Board of Directors of the Company (the "**Board of Directors**") a fairness opinion which concluded that the consideration offered pursuant to the Offer is fair, from a financial point of view, to the Company's shareholders.

- The Board of Directors has accepted such fairness opinion and has unanimously concluded that the Offer is fair to the shareholders of the Company, from a financial point of view, and is in the best interests of the Company and the shareholders of the Company.

- With the assistance of its financial and legal advisors, the Board of Directors carefully considered other alternatives to the Offer in order to maximize value for shareholders of the Company. The Board of Directors believes the Offer represents the best alternative to maximize value for shareholders of the Company, particularly given the risks and uncertainties associated with such other alternatives.

- Holders of 59% of the outstanding shares have agreed to accept the Offer and have executed Lock-up Agreements.

We thank you for your continued support of the Company.

Sincerely,

(signed) "Mark L. Pearson"

Mark L. Pearson
Chief Executive Officer
On behalf of the Board of Directors

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DIRECTORS’ CIRCULAR

This Directors’ Circular (the “**Directors’ Circular**”) is issued by the board of directors (the “**Board of Directors**”) of NeuroMedix Inc. (“**NMX**” or the “**Company**”) in connection with the offer (the “**Offer**”) made by Transition Therapeutics Inc. (the “**Offeror**” or “**TTH**”), to the common shareholders (the “**Shareholders**”) of NMX to purchase all of the outstanding common shares in the capital of NMX, (the “**Common Shares**”), including any shares that may be issued and outstanding after the date of the Offer upon the exercise of any existing options (the “**Options**”) and the conversion of Class B shares (the “**Class B Shares**”). Under the Offer, each Shareholder will receive one TTH common share for every 5.1429 Common Shares. The terms and conditions of the Offer are set out in the accompanying circular of the Offeror dated April 3, 2007 (the “**Offering Circular**”). The Offer is conditional on, among other things, the satisfaction or waiver of the Minimum Tender Condition (as hereinafter defined).

The Offer was made pursuant to the terms of a support agreement (the “**Support Agreement**”) dated March 20, 2007 between NMX and TTH and will be open for acceptance until 5:00 p.m. (Toronto time) on May 9, 2007 unless withdrawn, extended or varied by the Offeror from time to time pursuant to the terms of the Offer.

BACKGROUND TO THE OFFER

The following is a summary of the meetings, negotiations and discussions between representatives of TTH and NMX that preceded the execution of the Support Agreement and Lock-Up Agreements and the announcement of the Offer.

NMX was formed to advance Minozac to the clinic with the premise that at some suitable point NMX would be sold to a larger entity or would partner Minozac’s development with a large pharma or biotech company.

Interest in Minozac was expressed by a number of biotechnology and pharmacology companies in the summer and fall of 2006 based on scientific publications and presentations at major technical meetings relating to Minozac by the founding scientists at Northwestern University.

As the preclinical manufacturing, toxicology and pharmacology programs related to Minozac advanced in the summer and fall of 2006, the NMX Board of Directors came to the conclusion that additional financing would be required to support oral formulation, chronic long-term toxicology studies and Phase I clinical safety studies due to increases in anticipated expenditures and costs.

At the time NMX was founded, its principal shareholders were Dr. Calvin Stiller and Dr. Tony Cruz, the Chief Executive Officer of TTH. In October 2006, Dr. Cruz sold his founding shares of NMX to Biovest Inc., a corporation controlled by Dr. Calvin Stiller.

In November 2006, NMX announced that based on the positive pre-clinical development data received to date for its lead product, Minozac, and consistent with its business strategy, it would seek partners or acquirers with the financial and managerial resources to further advance the clinical development of Minozac with a view to ensuring Minozac’s rapid development and maximizing shareholder value. The Board of Directors decided to pursue this path of selling the Company or partnering Minozac without raising more money from investors, based on consideration of the technical risks involved in drug development, the potential dilution of the holdings of current shareholders and the interest in Minozac's commercial development by others.

Discussions with TTH and several other potential acquirers or partners were initiated in the late fall of 2006 regarding the potential sale of NMX. NMX entered into confidentiality agreements with TTH and a number of other parties during this period to protect the confidentiality of their discussions and information regarding NMX. In addition, NMX retained Dundee Securities Corporation to provide advice with respect to the sale process.

Over the course of the next several months, representatives of TTH, NMX and NMX's financial advisors, Dundee Securities Corporation, held several discussions about a possible transaction which resulted in TTH providing a non-binding written expression of possible terms of an offer to NMX in January 2007.

In January 2007, TTH delivered a draft of a proposed Support Agreement and forms of draft Lock-Up Agreements were delivered to NMX and certain large NMX shareholders, respectively, which would have required that NMX terminate all discussions with other potential partners or acquirers and to request the return of all confidential information provided to any such potential acquirers or partners. TTH required that the execution of the agreements occur prior to February 9, 2007. At that time the NMX Board of Directors decided to continue discussions more broadly and TTH informed NMX that they no longer wished to pursue execution of the agreements.

In March 2007, NMX re-engaged TTH to explore the possibility of completing a renegotiated combination transaction. As described in detail in this Circular, the Board of Directors considered this transaction and concluded that the Offer is in the best interests of NMX's shareholders.

The Support Agreement and the Lock-Up Agreements were executed by all parties after close of business on March 20, 2007. TTH's intention to make the Offer and the unanimous recommendation of the NMX Board of Directors that shareholders accept the Offer were announced in separate press releases issued by TTH and NMX, respectively, prior to the commencement of trading on March 21, 2007.

RECOMMENDATION OF THE BOARD OF DIRECTORS

The Board of Directors of NMX has UNANIMOUSLY determined that the Offer is fair to the Shareholders, from a financial point of view, and is in the best interests of NMX and the Shareholders and therefore recommends that Shareholders ACCEPT the Offer and TENDER their Common Shares to the Offer. See "Reasons for the Recommendation".

Shareholders should consider the Offer carefully and come to their own conclusions as to whether to accept or reject the Offer. Shareholders who are in doubt as to how to respond to the Offer should consult their own investment dealer, stockbroker, bank manager, lawyer or other professional advisors. Shareholders are advised that acceptance of the Offer may have tax consequences and they should consult their own professional tax advisors.

REASONS FOR RECOMMENDATION

The Board of Directors has carefully considered all aspects of the Offer and has, among other things, received the benefit of advice from its financial and legal advisors. The Board of Directors has unanimously concluded that the Offer is fair to the Shareholders, from a financial point of view, and is in the best interests of NMX and the Shareholders. In reaching this conclusion, as well as its decision to recommend that Shareholders accept the Offer and tender their Common Shares to the Offer, the Board of Directors considered a number of factors, including the following:

- *Attractive Offer:* The Offer represents attractive value for Shareholders. On March 20, 2007, the last trading day prior to the date of the public announcement by Transition and the Company of the entering into of the Support Agreement and the proposed Offer, the closing price of Transition's common shares on the Toronto Stock Exchange (the "**TSX**") was $1.52 per share and the closing price of the Common Shares on the TSX Venture Exchange (the "**TSX-V**") was $0.25 per share, representing a premium of 18% to the closing trading price of the Common Shares on such date.

- *Fairness Opinion:* The fairness opinion dated April 2, 2007 of Dundee Securities Corporation to the effect that, as of such date and subject to the assumptions, explanations and limitations set out therein, the consideration offered pursuant to the Offer is fair, from a financial point of view, to the Shareholders.

- *Ability to Respond to Superior Proposals:* Under the Support Agreement, the Board of Directors remains able to respond, in accordance with its fiduciary duties, to unsolicited proposals that are more favourable from a financial point of view than the Offer. The fees payable to TTH in connection with a change in recommendation or termination of the Support Agreement with a superior proposal are reasonable in the circumstances and not preclusive of other proposals.

- *Consideration of Other Options:* With the assistance of its financial and legal advisors, the Board of Directors carefully considered other alternatives to the Offer in order to maximize value for Shareholders. The Board of Directors believes the Offer represents the best alternative to maximize value for Shareholders, particularly given the risks and uncertainties associated with such other alternatives.

FAIRNESS OPINION

On March 17, 2007, Dundee Securities Corporation delivered a verbal fairness opinion to the Board of Directors. Dundee Securities Corporation confirmed this fairness opinion in writing on April 2, 2007 (the "**Fairness Opinion**"), to the Board of Directors, stating that as of April 2, 2007 and subject to the assumptions, explanations and limitations set out in the Fairness Opinion, the consideration offered per Common Share of one TTH common share for every 5.1429 Common Shares is fair, from a financial point of view, to the Shareholders.

The full text of the Fairness Opinion, setting out the assumptions made, matters considered and limitations and qualifications on the review undertaken in connection with the Fairness Opinion, is attached as Schedule "A" to this Directors' Circular. Dundee Securities Corporation provided the Fairness Opinion for the information and assistance of the Board of Directors in connection with its consideration of the Offer as of the date of the Fairness Opinion. The Fairness Opinion addresses only the adequacy of the consideration offered under the Offer made by TTH from a financial point of view. The Fairness Opinion is not a recommendation as to whether or not Shareholders should tender their Shares in connection with the Offer. As described above, the Fairness Opinion was one of many factors taken into consideration by the Board of Directors in making their determination to unanimously approve the Offer and recommend that Shareholders accept it.

Pursuant to the terms of its engagement letter with NMX, Dundee Securities Corporation is to be paid a fee for its services as financial advisor including a fee for the Fairness Opinion.

Shareholders are urged to read the Fairness Opinion in its entirety. See Schedule "A" to this Directors' Circular.

SUPPORT AGREEMENT

On March 20, 2007, NMX and TTH entered into the Support Agreement. The Support Agreement sets forth the terms and conditions upon and subject to which Transition agreed to make the Offer and NMX agreed to recommend that the Shareholders accept the Offer and tender their Common Shares to TTH. The following is a summary of the principal terms of the Support Agreement. This summary is qualified in its entirety by the full text of the Support Agreement filed by NMX with the Canadian securities regulatory authorities and available at www.sedar.com.

Certain Definitions

As used under this heading and elsewhere in this Circular, the following terms and expressions have the meaning given to them hereinafter.

"**Effective Time**" means the time a majority of the directors of NMX are appointed or elected by TTH as contemplated in the Support Agreement.

"Material Adverse Effect" means any condition, event or development which is, or could reasonably be expected to result in or represent, a material adverse effect or material adverse change (or any condition, event or development involving a prospective material adverse change) individually or in the aggregate on or in the business, affairs, operations, assets, capitalization, financial condition, rights, results of operations, or liabilities (including without limitation any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), whether contractual or otherwise, of NMX or TTH, as the case may be, and their respective subsidiaries considered as a whole. For the purposes of interpreting the term "Material Adverse Effect", a decrease in the market price or trading volume of the Common Shares will not constitute a "Material Adverse Effect" unless such decrease is attributable to or arises as a consequence of any change, effect, event or occurrence that would otherwise be a Material Adverse Effect in relation to NMX.

"Superior Proposal" means any unsolicited bona fide written Transaction Proposal that the Board of Directors determines in good faith (after consultation with its financial advisors and advice of outside counsel to the effect that the Board of Directors is required to do so in order to discharge properly its fiduciary duties) would, if consummated in accordance with its terms, result in a transaction more favourable to the Shareholders of NMX than the Offer.

"**Third Party Event**" means any of the following events: (a) any person (other than TTH and its affiliates) makes an offer to acquire NMX whether by way of a take-over bid, plan of arrangement, amalgamation, wind-up, sale of substantial assets, merger or other business combination (collectively, a **"Business Combination"**); (b) any person acquires or becomes the beneficial owner of 20% or more of the outstanding Common Shares; (c) any group (other than a group which includes or may reasonably be deemed to include TTH or any of its affiliates) is formed which, at the time of formation, beneficially owns 20% or more of the outstanding Common Shares; (d) NMX enters into, or announces that it proposes to enter into, an agreement, including, an agreement in principle, providing for a Business Combination involving NMX or any of its subsidiaries or the acquisition of a substantial interest in (including, without limitation by way of license), or a substantial portion of the assets, business, operations or future cash flows or profits of, NMX or a subsidiary (other than the transactions contemplated by the Support Agreement); (e) any person (other than TTH or its affiliates) is granted any option or right, conditional or otherwise, to acquire or otherwise become the beneficial owner of Common Shares which, together with all Common Shares beneficially owned by such person and those persons acting jointly in connection with such person, results or would result in such person being the beneficial owner of 20% or more of the outstanding Common Shares; or (f) there is a public announcement with respect to a plan or intention by NMX to effect any of the foregoing transactions.

"Transaction Proposal" means any proposal or offer from any other person, corporation, partnership or other business organization whatsoever (including any of NMX's officers or directors) relating to any recapitalization, merger, amalgamation, arrangement, acquisition or other business combination involving NMX or any of its subsidiaries or any proposal or offer from any such person to acquire in any manner, directly or indirectly, an equity interest in, any voting securities of, or a substantial portion of the assets of NMX or any of its subsidiaries, other than the transactions contemplated by this Agreement.

The Offer

TTH agreed to make the Offer, in accordance with the Support Agreement and applicable securities laws, and the Offer shall be open for thirty-five (35) days or such longer period as may be required to satisfy all of the conditions set forth in paragraph 3 to Schedule B of the Support Agreement, provided that in no event shall the Offer be required to be open after June 6, 2007.

Variation

The Support Agreement provides that TTH may vary the terms of the Offer, but shall not decrease the consideration offered for the Common Shares or add any new condition to the Offer.

Support for the Offer

The Support Agreement provides that the Directors' Circular will contain a determination that the Offer is fair to the holders of the Common Shares, from a financial point of view, and a recommendation that the Shareholders accept the Offer and tender their Common Shares to TTH. Nothing in the Support Agreement prohibits the Board of Directors of NMX from changing its recommendation in favour of the Offer if there is another offer that is a Superior Proposal at the time the recommendation is made.

Representations and Warranties of TTH

TTH made representations and warranties to NMX relating to, among other things: (i) due corporate organization; (ii) capitalization and listing of TTH common shares; (iii) authorization, execution, delivery and enforceability of the Support Agreement; (iv) non-contravention of constating documents, material contracts, laws or rulings; (v) consents; (vi) completeness and accuracy of TTH's public disclosure documents; (vii) absence of any event that will or would result in a Material Adverse Effect; (viii) absence of litigation; (ix) environmental matters; (x) employees; (xi) intellectual property; (xii) tax matters; (xiii) accruals for pension and termination benefits; (xiv) compliance with laws; (xv) insurance matters; and (xvi) ownership of the Common Shares. Such representations and warranties shall terminate at the Effective Time or upon termination of the Support Agreement.

Representations and Warranties of NMX

NMX made representations and warranties to TTH relating to, among other things: (i) due corporate organization; (ii) capitalization and listing of the Common Shares; (iii) authorization, execution, delivery and enforceability of the Support Agreement; (iv) non-contravention of constating documents, material contracts, laws or rulings and no acceleration of indebtedness or imposition of encumbrance; (v) consents; (vi) completeness and accuracy of the public disclosure documents of NMX; (vii) absence of any event that will or would result in a Material Adverse Effect; (viii) absence of litigation; (ix) environmental matters; (x) liability or breach in relation to change of control provisions in material contracts; (xi) employees; (xii) intellectual property; (xiii) tax matters; (xiv) accruals for pension and termination benefits; (xv) fairness opinion from Dundee Securities Corporation; (xvi) compliance with laws, (xvii) insurance matters; (xviii) U.S. matters; (xix) compensation of brokers; (xx) rights plans; and (xxi) completeness and accuracy of books and records. Such representations and warranties shall terminate at the Effective Time or upon termination of the Support Agreement.

Conduct of Business of NMX

NMX has agreed, during the period from the date of the Support Agreement to the Effective Time, subject to certain exceptions, that (i) the business of NMX will conducted only in the usual, ordinary and regular course of business and consistent with past practice; (ii) NeuroMedix will not (A) issue, sell or encumber any securities or assets, (B) amend its articles, by-laws or other charter documents, (C) split, combine or reclassify any of its shares, (D) redeem, purchase or otherwise acquire any of its outstanding shares, (E) acquire or agree to acquire any person, corporation, partnership or other business organization, (F) incur or commit to incur any indebtedness, (G) liquidate, reorganize, restructure or in any way alter the corporate structure or ownership of NMX; (iii) NMX will not, and will not permit any of its subsidiaries to enter into or modify any employment, severance, benefit, or similar agreements, policies or arrangements with directors, officers or employees of NMX; (iv) NMX will use its reasonable efforts to maintain its current insurance policies; (v) NMX will not settle or compromise any claim brought by holders of the Common Shares without the prior written consent of TTH; (vi) NMX will not enter into or modify any material contract without the prior consent of TTH; and (vi) NMX shall not commence any litigation or settle any litigation except in the ordinary course of business consistent with past practice.

No Solicitation Obligation of NMX

Pursuant to the Support Agreement, NMX agreed to cease and cause to be terminated any existing discussions or negotiations with any parties other than TTH with respect to any potential NMX Transaction Proposal. NMX agrees not to release any third party from any confidentiality or standstill agreements to which NMX and such third party is a party, or consent to a NMX

Transaction Proposal thereunder except as expressly contemplated in the Support Agreement, and shall take all reasonable steps to enforce such agreements. NMX also agreed to immediately demand the return or destruction of all confidential information provided at the date hereof to any third parties in connection with any potential NMX Transaction Proposal and will use reasonable efforts to ensure that such information is returned.

NMX also agreed to immediately notify TTH of any proposal or inquiry it receives that NMX reasonably believes could lead to a bona fide NMX Transaction Proposal or any written request for material non-public information relating to NMX or any of its subsidiaries or for access to the properties, books or records of NMX or any subsidiary by any person or entity that informs any member of the Board of Directors of NMX or such subsidiary that it is considering making, or has made, and which NMX reasonably believes could lead to, a bona fide NMX Transaction Proposal. NMX has agreed to indicate in any such notice the material terms of such NMX Transaction Proposal (including a copy of any written proposal), and the identity of the person making any such NMX Transaction Proposal or inquiry no later than 24 hours following receipt of such NMX Transaction Proposal or inquiry. In addition, NMX has agreed that if it intends to furnish any person with any information with respect to any NMX Transaction Proposal in accordance with the Support Agreement, NMX shall advise TTH orally and in writing of such intention not less than two business days in advance of providing such information. NMX has further agreed that it will not, except in the usual and ordinary course of business and, in the case of a Superior Proposal, as permitted by the Support Agreement, provide any material non-public information about NMX or its subsidiaries to any third party, including any party making a NMX Transaction Proposal. NMX has also agreed to keep TTH fully informed of the status and details of any such NMX Transaction Proposal or inquiry.

Right to Match

NMX has covenanted in the Support Agreement that it will not enter into any agreement regarding any Superior Proposal (a **"Proposed Agreement"**) without providing TTH with an opportunity to amend the Support Agreement and the Offer to provide for at least equivalent financial terms and for substantially the same or equivalent conditions to those offered or included in the Proposed Agreement as determined by the Board of Directors of NMX acting in good faith and in accordance with its fiduciary duties. In particular, NMX covenants to provide TTH with a copy of any Proposed Agreement not less than two (2) business days prior to its proposed execution by NMX. In the event that TTH agrees to amend the Support Agreement and the Offer to provide for at least equivalent financial terms and for substantially the same or equivalent conditions to those offered or included in the Proposed Agreement as determined by the Board of Directors of NMX acting in good faith and in accordance with its fiduciary duties, NMX covenants not to enter into the Proposed Agreement. If the Offer is not amended to provide for at least equivalent financial terms and for substantially the same or equivalent conditions for those offered or included in the Proposed Agreement and if the NMX Board of Directors continues to believe, acting in good faith and in the proper discharge of its fiduciary duties, that the NMX Transaction Proposal provided for in the Proposed Agreement continues to be a Superior Proposal with respect to the Offer as amended, and therefore rejects the Offer as amended, NMX shall be entitled to enter into the Proposed Agreement following payment to TTH of the Termination Fee referred to below.

Termination of the Support Agreement

The Support Agreement terminates at the Effective Time and may be terminated earlier:

(a) by NMX or TTH if any court of competent jurisdiction or other governmental body having jurisdiction within Canada takes any action prohibiting the Offer, provided that such right of termination shall not be available to any party if such party failed to make reasonable efforts to prevent or contest the imposition of such injunction or action;

(b) by NMX, when not in default of its material obligations under the Support Agreement, if:

(i) the Offer does not conform in all material respects with the description in Schedule B to the Support Agreement;

(ii) the Offer has been terminated or withdrawn by TTH or expires;

(iii) there has been a material breach of any material representation or warranty on the part of TTH contained in the Support Agreement, provided that NMX has given TTH written notice of such breach and TTH has failed to remedy such breach within five business days of such notice; or

(iv) there shall have been a material breach of any material covenant or material agreement on the part of TTH contained in the Support Agreement, provided that NMX has given TTH written notice of such breach and TTH has failed to remedy such breach within five business days of such notice;

(c) by TTH, when not in default of its material obligations under the Support Agreement, if:

(i) any condition of the Offer has not been satisfied or waived on the expiry of the Offer;

(ii) there shall have been a material breach of any representation or warranty on the part of NMX contained in the Support Agreement, provided that TTH has given NMX written notice of such breach and NMX has failed to remedy such breach within five business days of such notice;

(iii) there shall have been a breach of any material covenant or agreement on the part of NMX contained in the Support Agreement, provided that TTH has given NMX written notice of such breach and NMX has failed to remedy such breach within five business days of such notice; or

(iv) the Board of Directors of NMX shall have withdrawn or modified (including by amendment of the Directors' Circular), in a manner determined by TTH to be adverse to TTH, its approval or recommendation of the Offer, the Support Agreement or the transactions contemplated hereby or shall have approved or recommended a Transaction Proposal, or shall have resolved to effect any of the foregoing;

(d) by NMX if it proposes to enter into a merger, acquisition or other agreement to effect a Superior Proposal; but only if TTH has not exercised its right to match the Superior Proposal and NMX has paid to TTH the fee provided for in the Support Agreement; and

(e) by TTH if any person or group of persons acting jointly or in concert acquires 30% or more of the outstanding Common Shares.

Termination Fee

If TTH or NMX terminates the Support Agreement pursuant to items (a) or (c)(i) above, then NMX shall immediately reimburse TTH for all documented expenses incurred by it in connection with the Offer, subject to a maximum of $150,000.

In the event that the Support Agreement is terminated pursuant to items (c)(ii), (iii) or (iv) above by reason of a breach by NMX or its representatives of the No Solicitation provisions in the Support Agreement or pursuant to items (d) or (e) above, then NMX will pay to TTH concurrently with such termination if the termination is by NMX, or no later than the second business day following such termination if the termination is by TTH, a fee equal to the greater of (i) $500,000 and (ii) five percent (5%) of the aggregate value of the consideration offered under the Superior Proposal or Third Party Event, as the case may be (the **"Termination Fee"**).

If the Support Agreement is terminated by (i) NMX pursuant to items (a) or (b) above, or (ii) TTH pursuant to items (a) or (c) above, and, in the case of either (i) or (ii), prior to, concurrently with or within 12 months after such a termination a Third Party Event occurs then NMX shall pay to TTH the Termination Fee (less any amount(s) previously paid to it pursuant to sections referred to in the two preceding paragraphs) in cash, upon and contemporaneous with the closing of the transaction(s) contemplated under such Third Party Event.

Directors

NMX has agreed that its Board of Directors will use its best efforts to enable TTH to elect or appoint all of the directors of NMX as soon as possible after TTH takes up and pays for 66⅔% of the outstanding Common Shares (on a fully-diluted basis) (the "**Minimum Tender Condition**").

LOCK-UP AGREEMENTS

The Offeror has entered into the Lock-Up Agreements with certain Shareholders (individually, **"Significant NeuroMedix Shareholder"** and collectively, **"Significant NeuroMedix Shareholders"**) holding approximately 4,402,500 Common Shares (representing approximately 28% of the outstanding Common Shares) pursuant to which such Shareholders have agreed to deposit and not withdraw (except in limited circumstances) their Common Shares (including Common Shares acquired upon the exercise of outstanding Options) to the Offer. In addition, the holders of all of the 14,330,000 outstanding Class B Shares (representing 100% of the outstanding Class B Shares) have agreed to convert such Class B Shares into an aggregate of 14,330,000 Common Shares and to deposit and not withdraw (except in limited circumstances) such NeuroMedix Shares to the Offer. In aggregate, TTH has entered into Lock-up Agreements, which represent, or will represent upon the agreed upon conversion of the NeuroMedix Class B Shares, 18,732,500 Common Shares which, collectively, represents approximately 59% of the Common Shares. This figure does not include those Common Shares acquired upon the exercise of outstanding Options which are also covered in the Lock-Up Agreements.

The following is a summary of the principal terms of the Lock-Up Agreements.

Certain Definitions

As used under this heading and elsewhere in this Circular, the following terms and expressions have the meaning given to them hereinafter.

"**Subsequent Acquisition Transaction**" means the acquisition by TTH of the remaining Shares of NMX by way of amalgamation, statutory arrangement, capital reorganization or other transaction involving NMX and TTH or an Affiliate (as defined in the *Securities Act* (Ontario)) of TTH, in the event TTH takes up and pays for Shares under the Offer representing at least 66-2/3% of the Shares.

The Offer

TTH agreed to make the Offer, subject to the conditions set out in Schedule A to the Lock-Up Agreement.

Acceptance

Each Significant NeuroMedix Shareholder agreed, subject to the terms and conditions of the Lock-Up Agreement, (i) to convert all of its Class B Shares into Common Shares upon the request of TTH; (ii) to deposit their Common Shares, together with a completed and executed letter of transmittal, under the Offer as soon as practicable and, in any event, within seven business days after the Offer is mailed to Shareholders; and (iii) not to withdraw or take any action to withdraw any of their Common Shares following their deposit under the Offer, notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which it might have, unless the Lock-Up Agreement is terminated in accordance with its terms prior to the taking up of the Common Shares under the Offer or a Superior Proposal is received and recommended by the Board of Directors of NMX by news release or in a directors' circular.

In addition, each Significant NeuroMedix Shareholder agreed that, on any vote of securityholders of NMX that may be required in connection with the Offer or a Subsequent Acquisition Transaction, such Significant NeuroMedix Shareholder will, subject to the terms and conditions of the Lock-Up Agreement: (i) vote its securities of NMX in favour of the adoption and approval of any resolution placed before securityholders of NMX to adopt, approve or otherwise further or support the Offer or a Subsequent Acquisition Transaction; (ii) deliver to TTH a duly executed irrevocable proxy covering the Significant NeuroMedix Shareholder's securities of NMX as soon as practicable and, in any event, within seven business days after the proxy materials for any meeting at which securityholders of NMX are entitled to vote are mailed to securityholders, such proxy to be in a form provided by TTH; and (iii) agree not to exercise any rights of dissent in respect of the Offer or a Subsequent Acquisition Transaction.

Covenants of the Significant NeuroMedix Shareholders

Each Significant NeuroMedix Shareholder agreed, until TTH has taken up and paid for such Significant NeuroMedix Shareholder's Common Shares under the Offer or the Lock-Up Agreement has been terminated by the Significant NeuroMedix Shareholder, to: (i) use its best efforts to assist TTH to successfully complete the Offer; (ii) not take any action that would directly or indirectly interfere with, delay or reduce the likelihood of the completion of the Offer, including but not limited to any action to solicit, initiate, assist, continue or encourage inquiries, submissions or proposals or offers from any other person, entity or group, or enter into any agreement, with respect to the acquisition of effective control of NMX; (iii) not to offer or agree to sell, transfer, tender, assign, hypothecate or otherwise dispose of, or create or permit to exist any security interest, lien, claim, pledge, option, right of first refusal, agreement, limitation on such Significant NeuroMedix Shareholder's voting rights, charge or other encumbrance of any nature whatsoever with respect to its Common Shares, Class B Shares or Options now owned or any securities of NMX that may hereafter be acquired by the Significant NeuroMedix Shareholder at any time prior to the termination of the Lock-Up Agreement; (iv) exercise (and pay the exercise price in respect of) any Options held by the Significant NeuroMedix Shareholder or surrender any unexercised Options to NMX for cancellation upon the take-up by TTH of any

Common Shares pursuant to the Offer; and (v) not grant any proxies or powers of attorney with respect to securities of NMX except to, or as directed by, TTH.

Representations and Warranties of the Significant NeuroMedix Shareholders

Each Significant NeuroMedix Shareholder made representations and warranties to TTH as to: (i) due organization and authorization, execution, delivery and enforceability of the Lock-Up Agreement; (ii) ownership and the right to dispose of Common Shares, Class B Shares and Options; (iii) non-contravention of constating documents, contracts, laws or rulings; (iv) good and marketable title, free and clear of any and all mortgages, liens, charges, encumbrances and adverse claims; and (v) access and ability to review TTH's public filings.

Representations and Warranties of TTH

TTH made representations and warranties to each Significant NeuroMedix Shareholder as to: (i) due corporate organization; and (ii) authorization, execution, delivery and enforceability of the Lock-Up Agreement.

Termination of the Lock-Up Agreements

The Lock-Up Agreement may be terminated:

(a) by a Significant NeuroMedix Shareholder, when not in default in performance of its obligations under the Lock-Up Agreement by notice to TTH if: (i) there is a material breach of the Lock-Up Agreement by TTH; (ii) the offer is not made by April 30, 2007; (iii) Common Shares deposited under the Offer have not been taken up by TTH by June 6, 2007; (iv) either, the TSX has not approved the listing of any TTH common shares issuable to Significant NeuroMedix Shareholder pursuant to the Offer, or a resale of TTH common shares by the Significant NeuroMedix Shareholder will be subject to section 53 of the *Securities Act* (Ontario) if made through the facilities of the TSX provided that such first trade is not a control person distribution as defined in Ontario Securities Commission Rule 14-501; or (v) a Superior Proposal is received and recommended by the NMX Board of Directors by news release or in a directors' circular.

(b) by TTH, when not in default in performance of its obligations under the Lock-Up Agreement, by notice to the Significant NeuroMedix Shareholder, if: (i) there is a material breach of the Lock-Up Agreement by the Significant NeuroMedix Shareholder or any similar agreement entered into with TTH by another party thereto; or (ii) the conditions set out in section 1.2 of the Lock-Up Agreement have not been met by June 7, 2007.

SHARE CAPITAL OF NMX

The authorized share capital of NMX consists of an unlimited number of Common Shares and Class B Shares. As of the date hereof, 30,250,000 shares (the "**Shares**") are issued and outstanding, including 15,920,000 Common Shares and 14,330,000 Class B shares which are convertible 1:1 to Common Shares with no additional consideration. In addition, as of such date, there are outstanding Options to acquire 1,500,000 Common Shares that were granted pursuant to the NMX stock option plan. As a consequence of the Offer, all previously unvested Options will vest and become exercisable. Other than the Options, there are no other options, warrants or other rights outstanding to acquire any

Shares. The Common Shares are listed and posted for trading on the TSX-V under the symbol “NMX”.

OWNERSHIP OF SECURITIES OF NMX

Directors and Officers

The following table sets forth the name and position with NMX of each director and senior officer of NMX and the number and percentage of outstanding securities beneficially owned, directly or indirectly, or over which control or direction is exercised by each such person and, where known after reasonable enquiry, by their respective associates.

Name and Position Held	Number of Shares	Percentage of Outstanding Shares (1)	Number of Common Shares Under Options	Percentage of Outstanding Options (2)
Santo Costa Director, Chairman of the Board	20,000	0.066%	150,000	10%
Mark Pearson Director and Chief Executive Officer	72,500	0.24%	600,000	40%
Timothy McCunn Director and Secretary	40,000	0.13%	150,000	10%
Gerald McDole Director	40,000	0.13%	150,000	10%
Gerald Slemko Director	40,000	0.13%	150,000	10%
Catherine Auld Chief Financial Officer	20,000	0.066%	150,000	10%
TOTAL	**232,500**	**0.77%**	**1,350,000**	**90%**

Notes:

(1) As at April 3, 2007, the number of Shares issued and outstanding, including 15,920,000 Common Shares and 14,330,000 Class B Shares, was 30,250,000. This does not give effect to the exercise of any Options.

(2) As at April 3, 2007, the number of Common Shares subject to options outstanding was 1,500,000.

Principal Holders

To the knowledge of the directors and senior officers of NMX after reasonable enquiry, as of April 3, 2007, no person or company held more than 10 percent of any class of equity securities of NMX, except as set forth below (collectively, the "**Principal Holders**"):

Name	Number and Class of Equity Securities Held	Percentage of Class [(1)]
Stilco Investments Limited	1,360,000 Common Shares 4,040,000 Class B Shares **5,400,000 Shares**	8.5% 28.2% **17.9%**
Biovest Inc.	1,360,000 Common Shares 4,040,000 Class B Shares **5,400,000 Shares**	8.5% 28.2% **17.9%**
ISIS Capital Corporation	1,450,000 Common Shares 6,250,000 Class B Shares **7,700,000 Shares**	9.1% 43.6% **25.5%**

Note:

(1) As at April 3, 2007, the number of Shares issued and outstanding, including 15,920,000 Common Shares and 14,330,000 Class B Shares, was 30,250,000. This does not give effect to the exercise of any Options.

Stilco Investments Limited and Biovest Inc. are corporations controlled by Dr. Calvin Stiller. ISIS Capital Corporation is controlled by Dean Curtis.

Other

Except as disclosed above, to the knowledge of the directors and senior officers of NMX after reasonably enquiry, no person acting jointly or in concert with NMX owned any securities of NMX.

INTENTIONS WITH RESPECT TO THE OFFER

To the knowledge of the Company, as of the date of this Directors' Circular, the directors and officers of NMX, and their respective associates, owned or exercised control or direction over an aggregate of 4.99% of the Common Shares (including Common Shares issuable upon the exercise of Options). Each of the directors and senior officers of NMX have entered into a lock-up agreement as discussed under "Lock-Up Agreements" above.

TRADING IN SECURITIES OF NMX

Other than as described below, none of NMX or the directors or senior officers of NMX or, to the knowledge of the directors and senior officers of NMX after reasonable enquiry, any of their respective associates or any Principal Holder, has traded any Common Shares during the six months preceding the date hereof.

On October 17, 2006, Biovest Inc. purchased 1,360,000 Common Shares and 4,040,000 Class B Shares of NMX at a price of $0.25 per share from Biocorp Holdings Ltd. a corporation controlled by the Chief Executive Officer of TTH.

ISSUANCE OF SECURITIES OF NMX

Except as set out below, no Common Shares (or securities convertible into Common Shares) have been issued to the directors or senior officers of NMX, or to the knowledge of the directors and senior officers of NMX after reasonable enquiry, their respective associates, during the two years preceding the date hereof.

Name	Date of Issuance of Shares/Options	Nature of Transaction	Number of Shares/Options	Price Per Share
Santo Costa	October 4, 2005	Option Grant	150,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through Initial Public Offering ("**IPO**")	20,000 Common Shares	$0.25
Mark Pearson	October 4, 2005	Option Grant	600,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through IPO	40,000 Common Shares	$0.25
Timothy McCunn	October 4, 2005	Option Grant	150,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through IPO	40,000 Common Shares	$0.25
Gerald McDole	October 4, 2005	Option Grant	150,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through IPO	40,000 Common Shares	$0.25
Gerald Slemko	October 4, 2005	Option Grant	150,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through IPO	40,000 Common Shares	$0.25
Catherine Auld	October 4, 2005	Option Grant	150,000 Options	N/A [1]
	January 24, 2006	Acquired Common Shares through IPO	20,000 Common Shares	$0.25

Note:

(1) The Options are exercisable 1:1 into Common Shares with an exercise price of $0.10.

OWNERSHIP OF SECURITIES OF TTH

Except as set forth below, none of NMX or the directors or senior officers of NMX or, to the knowledge of the directors and senior officers of NMX after reasonable enquiry, any of their respective associates or any Principal Holder, owns, directly or indirectly, or exercises control or direction over, any securities of TTH, or any of its affiliates.

Name	Number of TTH Common Shares Held	Percentage of Issued and Outstanding TTH Common Shares [(1)]
Mr. Timothy McCunn	100,000	0.05%
Ms. Catherine Auld	22,902	0.01%
Dr. Calvin Stiller	78,148	0.04%
Stilco Investments Limited [(2)]	607,027	0.33%
2004278 Ontario Inc. [(2)]	2,543,922	1.38%

Notes:

(1) As provided by TTH, as at March 30, 2007, TTH has 184,552,311 issued and outstanding common shares.

(2) Stilco Investments Limited and 2004278 Ontario Inc. are corporations controlled by Dr. Calvin Stiller.

RELATIONSHIP BETWEEN THE OFFEROR AND DIRECTORS AND SENIOR OFFICERS OF NMX

Except as provided in the Support Agreement and except for the Lockup Agreements, there are no arrangements or agreements made or proposed to be made between the Offeror and any of the directors or senior officers of NMX relating to any matter, including arrangements or agreements with respect to compensation for loss of office or as to their remaining in or retiring from office if the Offer is successful. None of the directors or senior officers of NMX is a director or senior officer of the Offeror or any of its subsidiaries.

ARRANGEMENTS BETWEEN NMX AND ITS DIRECTORS AND SENIOR OFFICERS

Except as set out below, there are no arrangements or agreements made or proposed to be made between NMX and any of the directors or senior officers of NMX pursuant to which a payment or other benefit is to be made or given by way of compensation for loss of office or as to their remaining in or retiring from office if the Offer is successful.

Name	Description of Arrangement or Agreement
Mark Pearson	Accordingly to his employment agreement, Dr. Pearson is entitled on termination without cause to a severance payment equivalent to 4 months of salary.
Catherine Auld	Accordingly to her employment agreement, Ms. Auld is entitled on termination without cause to a severance payment equivalent to 4 months of salary.

INTEREST OF DIRECTORS AND SENIOR OFFICERS OF NMX IN MATERIAL CONTRACTS OF THE OFFEROR

Other than pursuant to the Lock-up Agreements, none of the directors or senior officers of NMX or any of their respective associates, nor, to the knowledge of the directors and senior officers after reasonable enquiry, any Principal Holder, has any interest in any material contract to which the Offeror is a party.

MATERIAL CHANGES IN THE AFFAIRS OF NMX

Except as publicly disclosed or as otherwise described or referred to in this Directors' Circular, the directors and senior officers of NMX are not aware of any information that indicates any material change in the affairs of NMX since December 31, 2006, being the date of the last published unaudited interim consolidated financial statements of NMX.

CAUTION REGARDING FORWARD-LOOKING STATEMENTS

This Directors' Circular includes ''forward-looking statements''. All statements other than statements of historical fact included in this Directors' Circular that address activities, events or developments that NMX expects or anticipates will or may occur in the future and all statements regarding plans, objectives and expected performance, are forward-looking statements. These forward-looking statements have been based on current expectations and projections about future events, including numerous assumptions regarding present and future business strategies, operations, and the operating environment in the future.

Forward-looking statements generally can be identified by the use of forward-looking terminology such as "may", "will", "expect", "intend", "estimate", "anticipate", "believe", "plan", "seek" or "continue" or negative forms or variations of similar terminology.

Forward-looking statements involve risks, uncertainties and assumptions. Actual results may differ materially from those expressed in forward-looking statements. Given these risks, uncertainties, and assumptions, you are cautioned not to put undue reliance on any forward-looking statements. In addition, the inclusion of such forward-looking statements should under no circumstances be regarded as a representation by NMX that NMX will achieve any results set out in such statements or that the underlying assumptions used will in fact be the case.

OTHER TRANSACTIONS

There is no transaction, Board resolution, agreement in principle or signed contract of NMX which has occurred in response to the Offer, other than as described or referred to in the Offering Circular or this Directors' Circular. Other than as described or referred to in the Offering Circular or in this Directors' Circular, no negotiations are underway in response to the Offer which relate to or would result in: (i) an extraordinary transaction such as a merger or reorganization involving NMX or a subsidiary; (ii) the purchase, sale or transfer of a material amount of assets by NMX or a subsidiary; (iii) an issuer bid or other acquisition of securities by NMX; or (iv) any material change in the capitalization or dividend policy of NMX.

OTHER INFORMATION

Except as otherwise described or referred to in the Offering Circular, this Directors' Circular, or as otherwise publicly disclosed, the directors of NMX are not aware of any information which would reasonably be expected to affect the decision of the Shareholders to accept or reject the Offer.

STATUTORY RIGHTS

Securities legislation in certain of the provinces and territories of Canada provide securityholders of NMX with, in addition to any other rights they may have at law, rights of rescission or to damages, or both, if there is a misrepresentation in a circular or notice that is required to be delivered to such security holders. However, such rights must be exercised within prescribed time limits. Securityholders should refer to the applicable provisions of the securities legislation of their province or territory for particulars of those rights or consult with a lawyer.

CURRENCY

All dollar references in this Directors' Circular are in Canadian dollars, unless otherwise indicated.

AVAILABILITY OF DISCLOSURE DOCUMENTS

NMX is a reporting issuer or equivalent in Ontario, British Columbia and Alberta. As a result, NMX files continuous disclosure documents and other documents with the applicable securities regulatory authorities in Canada. Continuous disclosure documents are available for review at the Canadian securities regulators' System for Electronic Document Analysis and Retrieval (SEDAR) website at www.sedar.com.

OTHER MATTERS

The principal office of NMX is located at 101 College Street, Suite 335, Toronto, Ontario, M5G 1L7, and the telephone number at such office is (416) 673-8190.

APPROVAL OF DIRECTORS' CIRCULAR

The contents of this Directors' Circular and the delivery thereof have been approved and authorized by the Board of Directors.

CONSENT OF DUNDEE SECURITIES CORPORATION

We hereby consent to the references to the opinion dated April 2, 2007 of our firm in the Chief Executive Officer's letter attached to the circular of the Board of Directors of NMX dated April 3, 2007 (the "**Circular**") and in the Circular under the captions "Background to the Offer", "Reasons for the Recommendation" and "Fairness Opinion" and to the inclusion of the foregoing opinion in its entirety in the Circular. In providing such consent, except as may be required by applicable securities laws, we do not intend that any person other than the Board of Directors of NMX rely upon such opinion.

Dated: April 3, 2007

DUNDEE SECURITIES CORPORATION

(signed) "Jolyon Burton"

Jolyon Burton
Vice President

CERTIFICATE

Dated: April 3, 2007

The foregoing contains no untrue statement of a material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made. The foregoing does not contain any misrepresentation likely to affect the value or market price of the Shares subject to the Offer.

On behalf of the Board of Directors:

(signed) "Santo Costa"	*(signed) "Mark L. Pearson"*
Santo Costa Chairman	Mark L. Pearson Chief Executive Officer

NeuroMedix

FAIRNESS OPINION

DUNDEE
SECURITIES CORPORATION

April 2, 2007

NEUROMEDIX INC.

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April 2, 2007

The Board of Directors
NeuroMedix Inc.
MaRS Centre, Heritage Building
101 College Street, Suite 335
Toronto, Ontario
M5G 1L7

To The Board of Directors:

Dundee Securities Corporation ("Dundee") understands that NeuroMedix Inc. ("NeuroMedix" or the "Company") has received an offer from Transition Therapeutics Inc. (together with its subsidiaries and affiliates, "Transition") to acquire all of the issued and outstanding common shares of NeuroMedix (the "NeuroMedix Shares"), including any NeuroMedix Shares that may be issued upon the exercise of outstanding NeuroMedix options and on the conversion of outstanding NeuroMedix Class B Shares. The transaction is being completed by way of a shareholder lock-up agreement and subsequent public tender offer (the "Offer"). Under the Offer, holders of NeuroMedix Shares ("NeuroMedix Shareholders") will be entitled to receive one common share of Transition ("Transition Shares") for every 5.1429 NeuroMedix Shares deposited and not withdrawn by such NeuroMedix Shareholder under the Offer. The number of Transition Shares to be issued under the Offer is not subject to change as a result of any fluctuations in the price of either the Transition Shares or NeuroMedix Shares listed and posted for trading on the Toronto Stock Exchange ("TSX") and TSX Venture Exchange ("TSXV"), respectively. The terms and conditions of the Offer are more fully described in the Transition Take-over Bid Circular ("Transition Circular") and the NeuroMedix Directors' Circular ("NeuroMedix Circular"), both of which to be dated April 3, 2007 and both of which to be mailed to NeuroMedix Shareholders. The Offer is subject to certain conditions, including, without limitation, that not less than 66⅔% of the NeuroMedix Shares (on a fully diluted basis) shall have been validly deposited under the Offer and not withdraw. Capitalized terms not otherwise defined in this letter shall have the meanings given to those terms in the respective Transition and NeuroMedix Circulars.

ENGAGEMENT

To assist the Board of Directors of NeuroMedix (the "Board") in considering the terms and conditions of the Offer, and in making its recommendations in respect thereof, the Board has engaged Dundee, pursuant to an engagement agreement (the "Engagement Agreement"), to provide it with financial advice and its opinion (the "Opinion") as to whether the terms and conditions of the Offer are fair, from a financial point of view, to NeuroMedix Shareholders. NeuroMedix has also agreed to indemnify Dundee from and against certain liabilities arising out of the performance of professional services rendered by Dundee and its personnel under the Engagement Agreement. The scope of Dundee's engagement includes, but is not limited to, providing financial advice to the Board in respect of the Offer, communicating the results of any analysis and review conducted by Dundee and preparing the Opinion for delivery to the Board. Dundee is to be paid a fee for providing financial advisory services and for delivery of the Opinion.

Pursuant to the terms of the Engagement Agreement, Dundee has not been engaged to prepare a formal valuation of any of the assets of NeuroMedix nor Transition nor a valuation of any of their respective securities or other financial valuation, and the Opinion should not be construed as such. However, Dundee has performed financial analysis which it considered to be appropriate and necessary in the circumstances to support the conclusions reached in this Opinion.

INDEPENDENCE OF DUNDEE

Dundee is independent from NeuroMedix. Dundee is not an insider, associate or affiliate of NeuroMedix. Dundee is not in the business of providing audit opinions nor is it controlled by another financial institution with commercial ties or relations to NeuroMedix. Neither has Dundee entered into any agreements or arrangements with NeuroMedix nor any NeuroMedix Shareholders to provide underwriting or advisory services in the future. Dundee may, however, in the normal course of business be engaged by NeuroMedix to provide financial advisory services from time to time including, services pursuant to the terms of the Engagement Agreement.

Dundee acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in the securities of NeuroMedix or any of their associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such entities or clients for which it received or may receive compensation. As an investment dealer, Dundee conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to NeuroMedix or the Offer. It is possible that, in the normal course of business, certain employees of Dundee currently own or may have owned NeuroMedix Shares.

CREDENTIALS OF DUNDEE

Dundee is an independent Canadian investment dealer providing a broad range of financial advisory services to corporations, financial institutions and individuals. Dundee is a participating organization of the TSX and a member firm of the TSXV. Dundee provides services, which include financial advisory services in the areas of mergers, acquisitions and divestitures, the preparation of valuations and fairness opinions as well as equity trading and investment research. The professional staff of Dundee have prepared numerous valuations and fairness opinions and have been involved in a significant number of transactions involving private and publicly traded companies in Canada, Europe and the United States.

SCOPE OF REVIEW

For the purpose of preparing this Opinion, Dundee has recently analyzed publicly available and confidential financial, operational and other information relating to NeuroMedix and Transition, including information derived from discussions with management of NeuroMedix and certain advisors. Dundee has not conducted any independent investigations to verify the accuracy and completeness thereof.

In carrying out this engagement and in formulating our Opinion, Dundee has reviewed and relied upon, among other things, the following:

i. A signed Support Agreement between NeuroMedix and Transition dated March 20, 2007;
ii. Other letters, dated March 20, 2007, relating to items in the Support Agreement;
iii. Signed Lock-up Agreements, each of which dated March 20, 2007, from the two most significant NeuroMedix Shareholders, and also from all of the

management and directors of the Company; in total representing 63% of the fully diluted NeuroMedix Shares, on an as exercised and converted basis;

iv. A draft of the NeuroMedix Circular to be dated April 3, 2007, and all schedules and appendices included therein;

v. A draft of the Transition Circular to be dated April 3, 2007, and all schedules and appendices included therein;

vi. Historical quarterly and annual financial statements, management discussion and analysis, and other regulatory disclosures of NeuroMedix and similar documentation of Transition for the last two fiscal years (where data is available);

vii. Financial budgets and projections for NeuroMedix to undertake continued development of its pipeline of product candidates, prepared by management of NeuroMedix;

viii. Industry reports relating to the markets being pursued by both NeuroMedix and Transition;

ix. A schedule of the issued and outstanding common shares of NeuroMedix as at December 31, 2006 as well as a capitalization table of NeuroMedix as at December 31, 2006 prepared by management of NeuroMedix, including stock options outstanding;

x. A review of selected equity research reports and research updates on Transition, its operations, financial results and valuation;

xi. Discussions conducted with the management, officers, and directors of NeuroMedix and Transition concerning the business and operations of each company;

xii. Corporate and investor presentations prepared by management of both companies;

xiii. NeuroMedix's material contracts, including the financial terms, length of duration and termination provisions;

xiv. Documents relating to all material existing, contemplated, pending, threatened or potential litigation, actions, proceedings, notices or arbitration proceedings of both Transition and NeuroMedix;

xv. All loans, other debt agreements and accounts payable currently outstanding at NeuroMedix;

xvi. Historical and current market prices and trading information of Transition Shares and NeuroMedix Shares and those of certain similar publicly traded companies and details of certain comparable transactions that Dundee deemed to be pertinent;

xvii. Verbal representations addressed to us from senior officers of NeuroMedix as to the completeness and accuracy of the information upon which the Opinion is based; and

xviii. Other public and confidential information relating to the business, operations, assets, financial results and stock trading history of NeuroMedix and Transition that we considered pertinent or important.

We have also conducted such other analyses, investigations, research and testing of assumptions as were deemed by us to be appropriate or necessary in the circumstances. We were granted access by NeuroMedix and Transition to senior management and, to our knowledge, we were not denied any information we requested.

ASSUMPTIONS AND LIMITATIONS

Dundee has relied upon, but in accordance with the terms of our engagement, has not independently verified the accuracy or completeness of any of the materials, information, representations, reports and discussions referred to above and this Opinion is conditional upon such accuracy and completeness. Our assumptions, the procedures Dundee adopted and the conclusions and opinions reached by us are dependent, in part, upon the accuracy, completeness and fairness of all such facts and information referred to above. In addition, NeuroMedix has represented to us that all information provided by or on behalf of the Company and in respect of the Offer is true and correct in all material respects and contains no untrue statement of a material fact concerning NeuroMedix, Transition and the Offer and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

No valuations or appraisals of any assets or liabilities of Transition or NeuroMedix have been provided to us. In addition, we have not assumed any obligation to conduct any physical inspection of the properties or the facilities of NeuroMedix, nor Transition, though we have visited the offices of both companies. In rendering the Opinion, we express no view as to the reasonableness of the forecasts, budgets, strategic implications or operational benefits provided to us by the management of Transition or the assumptions on which they are based. Dundee believes that the analyses and factors considered in arriving at the Opinion are not necessarily amenable to partial analysis or summary description and that selecting portions of the analyses and the factors considered, without considering all factors and analyses together, could create a misleading view of the process employed and the conclusions reached. Any attempt to do so could lead to undue emphasis on any particular factor or analysis.

The Offer is subject to a number of conditions outside the control of NeuroMedix and we have assumed all conditions precedent to the completion of the Offer will be satisfied in due course or waived and all consents, permissions, exemptions, or orders of relevant regulatory authorities will be obtained, without adverse conditions or qualifications. Dundee has also assumed that all final versions of documents will conform in all material respects to the drafts provided to Dundee and that the transactions contemplated by the Offer will be completed substantially in accordance with the terms set out in the Circular without any material modification or waiver. In rendering this opinion Dundee expresses no opinion as to the likelihood that the conditions to the Offer will be satisfied or waived or that the Offer will be implemented within the time frame set out in the Transition and NeuroMedix Circulars. This Opinion is based on the securities markets, economics, general, business and financial conditions prevailing as of the date of this Opinion and the conditions and prospects, financial and otherwise, of NeuroMedix, as they were reflected in the information reviewed by us. In our overall analysis, and in preparing the Opinion, Dundee made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of any party involved in the Offer. While in the opinion of Dundee, the assumptions used in preparing this Opinion are appropriate in the circumstances, some or all of these assumptions may prove to be incorrect. We express no opinion herein as to the price at which the securities of NeuroMedix nor Transition may trade at any time.

The Opinion is provided to the Board of Directors of NeuroMedix for its use only and may not be used or relied upon by any other person without the express written consent of Dundee. The Opinion is given as of the date hereof and Dundee disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Opinion which may come or be brought to Dundee's attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting the Opinion after the date hereof, Dundee reserves the right to change, modify or withdraw the Opinion, but is not obligated to do so. Dundee did not, in considering the fairness, from a financial point of view, of the consideration, assess any income tax consequences of the transactions, contemplated as part of or in connection with the Offer.

CONCLUSION AND OPINION

Based upon our analysis, and subject to all of the foregoing, Dundee is of the opinion that, as of the date hereof, the consideration of one Transition Share for every 5.1429 NeuroMedix Shares, to be issued pursuant to the public tender process, is fair, from a financial point of view, to NeuroMedix Shareholders.

Yours very truly,

(signed) "Dundee Securities Corporation"

DUNDEE SECURITIES CORPORATION