THIS SUPPLEMENTAL WARRANT INDENTURE is dated as of June 3, 2013.

BETWEEN:

RESVERLOGIX CORP., a corporation existing under the laws of Alberta and having its registered office in the City of Calgary, in the Province of Alberta (the "**Corporation**"),

- and -

VALIANT TRUST COMPANY, a trust company continued under the laws of Canada and registered to carry on business in the Province of Alberta (the "**Warrant Agent**")

WHEREAS the Corporation and the Warrant Agent entered into a warrant indenture dated June 14, 2011 providing for the creation and issuance of purchase warrants (the "**Original Indenture**");

AND WHEREAS pursuant to a plan of arrangement (the "**Arrangement**") involving the Corporation, RVX Therapeutics Inc. ("**Therapeutics**") and Zenith Epigenetics Corp. (formerly 1741273 Alberta Ltd.) ("**Zenith**") and the shareholders of the Corporation effective June 3, 2013, the Corporation spun-off certain assets by way of the transfer of all of the issued and outstanding shares of Therapeutics to Zenith and holders of the existing common shares of the Corporation received one (1) new common share of the Corporation and one (1) common share of Zenith for each existing common share of the Corporation held;

AND WHEREAS the Arrangement constituted a capital reorganization of the Corporation pursuant to the provisions of the Original Indenture (and in particular, Section 4.1(d) thereof) such that following the Arrangement, upon exercise of the Warrants (as defined in the Original Indenture), a holder is entitled to receive, and shall accept in lieu of the existing common shares of the Corporation to which a holder was theretofore otherwise entitled upon such exercise, one (1) new common share of the Corporation and one (1) common share of Zenith;

AND WHEREAS the provisions of the Original Indenture (and in particular Section 4.1(d) and Article 9 thereof) provide that upon the happening of a capital reorganization of the Corporation, a supplemental indenture setting forth, among other things, the adjustments required as a result of the capital reorganization of the Corporation shall be approved by the directors of the Corporation and by the Warrant Trustee and shall be entered into pursuant to the provisions of the Original Indenture;

AND WHEREAS, in connection with the Arrangement, all of the Warrants shall be cancelled and the former holders of such Warrants shall instead be granted one (1) common share purchase warrant to acquire a new common share of the Corporation (a "**Replacement Warrant**") and one (1) common shares purchase warrant to acquire a common share of Zenith (a "**Zenith Warrant**") for each Warrant held;

AND WHEREAS Zenith and the Warrant Agent will be entering into a warrant indenture concurrent with this Supplemental Indenture providing for the creation and issue of the Zenith Warrants;

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this Supplemental Indenture, to make the same effective and binding upon the Corporation;

AND WHEREAS the representations and statements of fact in the above recitals are those of the Corporation and not of the Warrant Agent;

NOW THEREFORE THIS INDENTURE WITNESSES that for good and valuable consideration mutually given and received, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed and declared as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

Except as defined in this Supplemental Indenture, or in the recitals or description of the parties herein, all capitalized terms used in this Supplemental Indenture shall have the meanings given to them in the Original Indenture.

Section 1.2

This Supplemental Indenture is supplemental to the Original Indenture and the Original Indenture and this Supplemental Indenture shall hereafter be read together and shall have effect, so far as practical, as if all the provisions of the Original Indenture and this Supplemental Indenture were contained in one instrument. The Original Indenture is and shall remain in full force and effect, except as the Original Indenture is amended, superseded, modified or supplemented by this Supplemental Indenture. Any references in the text of this Supplemental Indenture to section numbers, article numbers, “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions refer to this Supplemental Indenture unless otherwise qualified.

ARTICLE 2
AMENDMENTS TO THE INDENTURE

Section 2.1 Arrangement

Pursuant to the Arrangement and the resolutions of the board of directors of the Corporation, all of the Warrants are hereby cancelled and the former holders of such Warrants shall instead be granted one Replacement Warrant and Zenith Warrant for each Warrant held.

Section 2.2 Amendments

As of and from the date hereof, the Original Indenture is amended by:

(1) replacing the definition of “Common Shares” in the Original Indenture with the following:

> “**Common Shares**” means, subject to Article 4 of the Original Indenture, fully paid and non-assessable common shares of the Corporation as such shares exist at the close of business on the effective date of the Arrangement;

(2) replacing the definition of “Exercise Price” in the Original Indenture with the following:

> “**Exercise Price**” at any time means the price at which a whole Common Share may be purchased by the exercise of a whole Replacement Warrant, which is $2.05 per Common Share, payable in immediately available

Canadian funds, subject to adjustment in accordance with the provisions of Section 4.1 of the Original Indenture; and

(3) replacing all references to “Warrant” in the Original Indenture with “Replacement Warrant”.

Section 2.3 Certificates

(1) The form of certificate for the Warrants shall be replaced with the form of certificate for the Replacement Warrants substantially as set out in Schedule “A”, with such insertions, omissions, substitutions or other variations as shall be required or permitted by the Original Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of the Original Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, as well as may be determined by the directors of the Corporation executing such Replacement Warrant in accordance with the Original Indenture.

(2) The exercise form for the Warrants shall be replaced with the exercise form for the Replacement Warrants substantially as set out in Schedule “B”.

(3) The form of declaration for removal of legend for the Warrants shall be replaced with the form of declaration for removal of legend for the Replacement Warrants substantially as set out in Schedule “C”.

ARTICLE 3
ADDITIONAL MATTERS

Section 3.1 Confirmation of Original Indenture

The Original Indenture, as amended and supplemented by this Supplemental Indenture, is in all respects confirmed.

Section 3.2 Acceptance of Agency

The Warrant Agent hereby accepts the agency in this Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth.

Section 3.3 Counterparts

This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof.

Section 3.4 Applicable Law

This Supplemental Indenture, the Replacement Warrants, the Warrant Certificates (including all documents relating thereto, which by common accord have been and will be drafted in English) shall be construed in accordance with the laws of the Province of Alberta and the federal laws applicable therein and shall be treated in all respects as Alberta contracts. Each of the parties hereto, which shall include the Warrantholders, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta. with respect to all matters arising out of this Indenture and the transactions contemplated herein.

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture under the hands of their proper officers in that behalf as of the date first written above.

RESVERLOGIX CORP.

Per: (signed) "*A. Brad Cann*"

VALIANT TRUST COMPANY

Per: (signed) "*Tara Bourchard*"
Tara Bouchard
Senior Manager, Corporate Actions

Per: (signed) "*Jodie Hansen*"
Jodie Hansen
Account Manager

SCHEDULE "A"

FORM OF REPLACEMENT WARRANT

THE REPLACEMENT WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 5:00 P.M. (CALGARY TIME) ON JUNE 14, 2016 AFTER WHICH TIME THE REPLACEMENT WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

For all Replacement Warrants sold outside the United States and registered in the name of the Depository, the also include the following legend:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**") TO RESVERLOGIX CORP. (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

For Replacement Warrants sold in the United States, also include the following legends:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF RESVERLOGIX CORP. (THE "CORPORATION") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO VALIANT TRUST COMPANY.

THESE SECURITIES MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON CANADIAN STOCK EXCHANGES. IF THE CORPORATION IS A "FOREIGN ISSUER" WITHIN THE MEANING OF REGULATION S AT THE TIME OF TRANSFER PURSUANT TO RULE 904 OF REGULATION S, A NEW CERTIFICATE, BEARING NO LEGEND, MAY BE OBTAINED FROM VALIANT TRUST COMPANY UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO VALIANT TRUST COMPANY AND THE CORPORATION AND, IF SO REQUIRED BY VALIANT TRUST COMPANY, AN OPINION OF COUNSEL, TO THE EFFECT THAT THE SALE OF THE

SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT";

THIS REPLACEMENT WARRANT AND THE SECURITIES DELIVERABLE UPON EXERCISE THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS REPLACEMENT WARRANT MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON UNLESS THIS REPLACEMENT WARRANT AND SHARES ISSUABLE UPON EXERCISE OF THIS REPLACEMENT WARRANT HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

REPLACEMENT WARRANT

To acquire Common Shares of

RESVERLOGIX CORP.

(incorporated pursuant to the laws of the Province of Alberta)

Warrant Certificate No. ●

Certificate for ______________________________ ____________________________ Replacement Warrants, each entitling the holder to acquire one (1) Common Share

CUSIP 76128M165

ISIN CA 76128M1656

THIS IS TO CERTIFY THAT, for value received,

____
____

(the "**Warrantholder**") is the registered holder of the number of common share purchase warrants (the "**Replacement Warrants**") of Resverlogix Corp. **(**the "**Corporation**") specified above, and is entitled, on exercise of these Replacement Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture hereinafter referred to, to purchase at any time before 5:00 p.m. (Calgary time) (the "**Expiry Time**") on June 14, 2016 (the "**Expiry Date**"), one fully paid and non-assessable common share without par value in the capital of the Corporation as constituted on the date hereof (a "**Common Share**") for each Replacement Warrant.

The right to purchase Common Shares may only be exercised by the holder within the time set forth above by:

(a) duly completing and executing the exercise form (the "**Exercise Form**") attached hereto; and

(b) surrendering this warrant certificate (the "**Warrant Certificate**"), with the Exercise Form to the Warrant Agent at the principal office of the Warrant Agent, in the City of Calgary, together with a certified cheque, bank draft or money order in the lawful money of Canada payable to or to the order of the Corporation in an amount equal to the purchase price of the Common Shares so subscribed for.

The surrender of this Warrant Certificate, the duly completed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal office as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Common Share upon the exercise of Replacement Warrants shall be $2.05 per Common Share.

Certificates for the Common Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Common Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the holder hereof will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Common Shares not so purchased. No fractional Common Shares will be issued upon exercise of any Replacement Warrant.

This Warrant Certificate evidences Replacement Warrants of the Corporation issued or issuable under the provisions of a warrant indenture dated as of June 14, 2011 as supplemented and amended by a supplemental indenture dated June 3, 2013 (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the "**Warrant Indenture**") between the Corporation and Valiant Trust Company, as Warrant Agent, to which Warrant Indenture reference is hereby made for particulars of the rights of the holders of Replacement Warrants, the Corporation and the Warrant Agent in respect thereof and the terms and conditions on which the Replacement Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder, by acceptance hereof, assents. The Corporation will furnish to the holder, on request and without charge, a copy of the Warrant Indenture.

On presentation at the principal office of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and on compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates entitling the holder thereof to purchase in the aggregate an equal number of Common Shares as are purchasable under the Warrant Certificate(s) so exchanged.

Neither the Replacement Warrants nor the Common Shares issuable upon exercise hereof have not been registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or U.S. state securities laws. These Replacement Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person unless this security and the Common Shares issuable upon exercise of this security have been registered under the U.S. Securities Act and the applicable state securities legislation or an exemption from such registration requirements is available.

The Warrant Indenture contains provisions for the adjustment of the price payable for each Common Share upon the exercise of Replacement Warrants and the number of Common Shares issuable upon the exercise of Replacement Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions making binding on all holders of Replacement Warrants outstanding thereunder resolutions passed at meetings of holders of Replacement Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrantholders of Replacement Warrants entitled to purchase a specific majority of the Common Shares that can be purchased pursuant to such Replacement Warrants.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere shall be construed as conferring upon the holder hereof any right or interest whatsoever as a holder of Common Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture shall govern.

Replacement Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in Calgary and in Toronto, or such other registrar as the Corporation, with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

The parties hereto have declared that they have required that these presents and all other documents related hereto be in the English language. Les parties aux présentes déclarent qu'elles ont exigé que la présente convention, de même que tous les documents s'y rapportant, soient rédigés en anglais.

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be duly executed as of June 3, 2013.

RESVERLOGIX CORP.

By: ______________________________

Countersigned:

VALIANT TRUST COMPANY

Dated: ______________________________ By: ______________________________

FORM OF TRANSFER

To: Valiant Trust Company

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to ____ ____(print name and address) the Replacement Warrants represented by this Warrants Certificate and hereby irrevocable constitutes and appoints ____________________ as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Warrant Agent.

In the case of a warrant certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

☐ (A) the transfer is being made only to the Corporation;

☐ (B) the transfer is being made outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule "C" to the Warrant Indenture, or

☐ (C) the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

In the case of a warrant certificate that does not contain a U.S. restrictive legend, if the proposed transfer is to, or for the account or benefit of a U.S. Person or to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Replacement Warrants is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

☐ If transfer is to a U.S. Person, check this box.

DATED this ____ day of_________________, 20____.

SPACE FOR GUARANTEES OF SIGNATURES (BELOW)	)	
	)	___________________________________
	)	Signature of Transferor
	)	
___________________________________	)	___________________________________
Guarantor’s Signature/Stamp	)	Name of Transferor
	)	

CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed in accordance with the transfer agent’s then current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA:** A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words “Medallion Guaranteed”, with the correct prefix covering the face value of the certificate.

- **Canada:** A Signature Guarantee obtained from the Guarantor must affix a stamp bearing the actual words “Signature Guaranteed”. Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a “Signature & Authority to Sign Guarantee” Stamp affixed to the transfer (as opposed to a “Signature Guarantee” Stamp) obtained from an authorized officer of a major Canadian Schedule 1 chartered bank.

- **Outside North America:** For holders located outside North America, present the certificates(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

SCHEDULE "B"

EXERCISE FORM

TO: Resverlogix Corp.

AND TO: Valiant Trust Company
310, 606 - 4th Street S.W.
Calgary, AB T2P 1T1

The undersigned holder of the Replacement Warrants evidenced by this Warrant Certificate hereby exercises the right to acquire _____________ (A) Common Shares of Resverlogix Corp.

Exercise Price Payable: ____
((A) multiplied by $2.05, subject to adjustment)

The undersigned hereby exercises the right of such holder to be issued, and hereby subscribes for, Common Shares that are issuable pursuant to the exercise of such Replacement Warrants on the terms specified in such Warrant Certificate and in the Warrant Indenture.

The undersigned hereby acknowledges that the undersigned is aware that the Common Shares received on exercise may be subject to restrictions on resale under applicable securities legislation.

Any capitalized term in this Warrant Certificate that is not otherwise defined herein, shall have the meaning ascribed thereto in the Warrant Indenture.

The undersigned represents, warrants and certifies as follows (one (only) of the following must be checked):

☐ (A) the undersigned holder at the time of exercise of the Replacement Warrants: (i) is not in the United States; (ii) is not a U.S. Person; (iii) is not exercising the Replacement Warrants for the account or benefit of a U.S. Person; (iv) did not execute or deliver this exercise form in the United States; and (v) delivery of the underlying common shares will not be to an address in the United States; OR

☐ (B) the undersigned holder: (a) is the original U.S. purchaser who purchased the Replacement Warrants pursuant to the Company's Unit offering who delivered the U.S. Purchaser's Letter attached to U.S. private placement memorandum in connection with its purchase of Units; (b) is exercising the Replacement Warrants for its own account or for the account of a disclosed principal that was named in the U.S. private placement memorandum pursuant to which it purchased such Units; and (c) is, and such disclosed principal, if any, is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**") at the time of exercise of these Replacement Warrants and the representations and warranties of the holder made in the U.S. private placement memorandum remains true and correct as of the date of exercise of these Replacement Warrants; OR

☐ (C) if the undersigned holder is: (i) a holder in the United States; (ii) a U.S. Person; (iii) a person exercising for the account or benefit of a U.S. Person; (iv) executing or delivering this exercise form in the United States; or (v) requesting delivery of the underlying common shares in the United States, the undersigned holder has delivered to the

Corporation and the Corporation's transfer agent an opinion of counsel (which will not be sufficient unless it is in form and substance reasonably satisfactory to the Corporation) or such other evidence reasonably satisfactory to the Corporation to the effect that with respect to the common shares to be delivered upon exercise of the Replacement Warrants, the issuance of such securities has been registered under the U.S. Securities Act and applicable state securities laws, or an exemption from such registration requirements is available.

It is understood that the Corporation and Valiant Trust Company may require evidence to verify the foregoing representations.

Notes:

(1) Certificates will not be registered or delivered to an address in the United States unless Box B or C above is checked.

(2) If Box C above is checked, holders are encouraged to consult with the Corporation and the Warrant Agent in advance to determine that the legal opinion tendered in connection with the exercise will be satisfactory in form and substance to the Corporation and the Warrant Agent.

"United States" and "U.S. Person" are as defined in Rule 902 of Regulation S under the U.S. Securities Act.

The undersigned hereby irrevocably directs that the said Common Shares be issued, registered and delivered as follows:

Name(s) in Full and Social Insurance Number(s) (if applicable)	**Address(es)**	**Number of Common Shares**
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________
______________________	______________________	______________________

Please print full name in which certificates representing the Common Shares are to be issued. If any Common Shares are to be issued to a person or persons other than the registered holder, the registered holder must pay to the Warrant Agent all eligible transfer taxes or other government charges, if any, and the Form of Transfer must be duly executed.

Once completed and executed, this Exercise Form must be mailed or delivered to **Valiant Trust Company, c/o Corporate Trust Department**

DATED this ____day of _____, 20__.

____________________	)	____________________
Witness	)	(Signature of Warrantholder, to be the same as appears on the face of this Warrant Certificate)
	)	____________________
		Name of Registered Warrantholder

☐ Please check if the certificates representing the Common Shares are to be delivered at the office where this Warrant Certificate is surrendered, failing which such certificates will be mailed to the address set out above. Certificates will be delivered or mailed as soon as practicable after the surrender of this Warrant Certificate to the Warrant Agent.

SCHEDULE "C"

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: Valiant Trust Company
as registrar and transfer agent for
Resverlogix Corp.

The undersigned: (a) acknowledges that the sale of ____________________ securities of Resverlogix Corp. (the "**Corporation**") represented by certificate number ____________ to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("**Regulation S**") under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"); and (b) certifies that: (1) it is not an affiliate of the Corporation (as defined in Rule 405 under the U.S. Securities Act); (2) the offer of such securities was not made to a person in the United States and either: (A) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States; or (B) the transaction was executed on or through the facilities of the Toronto Stock Exchange or another "designated offshore securities market" (as such term is defined under Regulation S) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

Dated: _________________

By: ________________________________
Name:
Title: