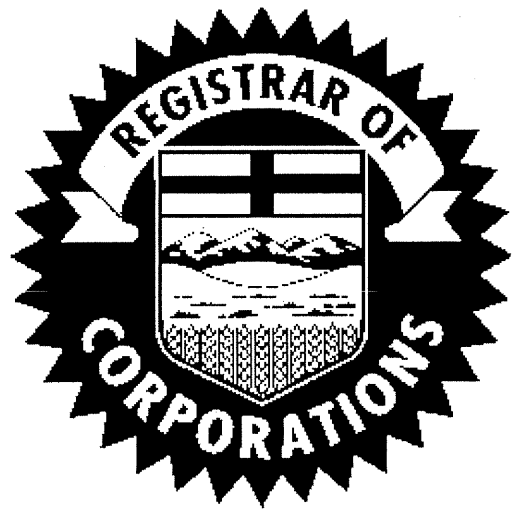


**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

RESVERLOGIX CORP.
AMENDED ITS ARTICLES ON 2016/12/20.



ALBERTA
REGISTRIES

ARTICLES OF AMENDMENT

NAME OF CORPORATION:

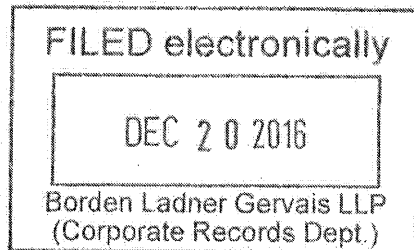
RESVERLOGIX CORP.

CORPORATE ACCESS NO.:

2011518541

THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

Pursuant to Section 173(1)(e) of the Business Corporations Act, R.S.A. 2000, c. B-9, the Articles of the Corporation are amended by changing the rights, privileges, restrictions and conditions attached to the Royalty Preferred Shares to provide for the rights, privileges, restrictions and conditions set forth in Schedule "A" hereto.



DATE	SIGNATURE	TITLE
December 19, 2016		Chief Financial Officer

SCHEDULE A
AMENDED SHARE CAPITAL TERMS
OF
RESVERLOGIX CORP.

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

The Corporation is authorized to issue:

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

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

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

(including whether such dividends be preferential, or cumulative or non-cumulative), if any.

- (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.
- (d) The holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

3. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:

(a) Definitions:

(i) “**ABCA**” means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;

(ii) “**Actual Amounts Received**” means the amount computed on each Royalty Dividend Payment Date using the following formula:

$$A \div B$$

where

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

and

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

(iii) “**Additional Royalty Dividend Payment**” has the meaning attributable to such term in subsection 3(c)(iii);

(iv) “**Affiliate**” means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; “control” in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;

- (v) **“Intellectual Property Right”** means any right, whether under a patent, patent application, invention disclosure, license agreement or otherwise, to use, or to prevent others from using, any product, device, process, substance, Pharmaceutical Agent, diagnostic tool or service that falls within the Therapeutic Field;
- (vi) **“Licensee”** means any Person that has any right granted by the Corporation or its Affiliates to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Products, including without limitation, a sublicensee of such Person;
- (vii) **“Liquidation Event”** has the meaning attributable to such term in subsection 3(d);
- (viii) **“Net Revenue”** means the aggregate of the following amounts:
 - (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a **“third party”**) in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Products and/or Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;
 - (B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); (5) rebates and chargebacks or retroactive price reductions made to federal, state or local governments (or their agencies), or any third party payor, administrator or contractor, including managed health organizations; and (6) commissions related to import, distribution or promotion of any Product paid to third parties (specifically excluding any commissions paid to sales personnel, sales representatives and sales agents who are employees or consultants of, or members of a contract sales force engaged by or on behalf of, the Corporation, any Licensee or their respective Affiliates); and
 - (C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any Intellectual Property Right;
- (ix) **“Person”** means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

- (x) **“Pharmaceutical Agent”** means a compound or composition, or a salt, hydrate, formulation, metabolite or prodrug of a compound or composition, used in the Therapeutic Field;
- (xi) **“Products”** means any product, device, process, substance, Pharmaceutical Agent, diagnostic tool or service that falls within the Therapeutic Field and in respect of which the Corporation has an Intellectual Property Right;
- (xii) **“Royalty Amount”** means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

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

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

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

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

and

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

- (xiii) **“Royalty Dividend Payment”** means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;
- (xiv) **“Royalty Dividend Payment Date”** means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;
- (xv) **“Royalty Dividend Payment Period”** means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;
- (xvi) **“Semi-Annual Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(A);

- (xvii) “**Semi-Annual Royalty Dividend Payment Date**” means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;
 - (xviii) “**Semi-Annual Royalty Dividend Payment Period**” means the period from May 1 to October 31 of each fiscal year;
 - (xix) “**Tax Factor**” means
 - A ÷ B
 - where
 - A is one; and
 - B is the aggregate of: (A) one; and (B) one multiplied by the rate of tax under Part VI.1 of the *Income Tax Act* (Canada) applicable to a dividend on the Royalty Preferred Shares;
 - (xx) “**Therapeutic Field**” means the prevention, treatment or mitigation of any disease or medical condition;
 - (xxi) “**Yearly Royalty Dividend Payment**” has the meaning ascribed to such term in subsection 3(c)(i)(B);
 - (xxii) “**Yearly Royalty Dividend Payment Date**” means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and
 - (xxiii) “**Yearly Royalty Dividend Payment Period**” means the period from May 1 to April 30 of each fiscal year.
- (b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.
 - (c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:
 - (i) For each Royalty Preferred Share held:
 - (A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the lesser of the following amounts determined for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date:
 - (1) the Royalty Amount; and
 - (2) the Actual Amounts Received,
 (the “**Semi-Annual Royalty Dividend Payment**”); and

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

- (ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net Revenue and the Actual Amounts Received for the applicable Royalty Dividend Payment Period with the supporting calculation.
- (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the “**Additional Royalty Dividend Payment**”).
- (iv) No dividend or distribution with respect to common shares or any class of shares of the Corporation, other than the Preferred Shares, may be paid unless all accrued Royalty Dividend Payment and Additional Royalty Dividend Payments on the Royalty Preferred Shares then issued and outstanding shall have been declared and paid in full in cash.
- (v) In the event that the Corporation:
 - (A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or
 - (B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,

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

Royalty Dividend Payment in cash on the applicable Royalty Dividend Payment Date.

- (vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.
 - (vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the *Income Tax Act* (Canada) by filing the prescribed form with the Minister of National Revenue within the required time period.
- (d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a “**Liquidation Event**”), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 3(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount, the Actual Amounts Received and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to Products, in computing the Net Revenue to such date. After payment to the holders of the Royalty Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.
- (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:
- (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
 - (ii) (A) increase any maximum number of authorized shares of a class;
 - (B) issue any shares of any class; or
 - (C) create a new class of shares,
- having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or

- (iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

CORPORATE ACCESS NUMBER: 2011518541

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**RESVERLOGIX CORP.
AMENDED ITS ARTICLES ON 2015/07/02.**



ALBERTA
REGISTRIES

ARTICLES OF AMENDMENT

NAME OF CORPORATION:

RESVERLOGIX CORP.

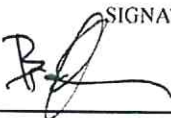
CORPORATE ACCESS NO.:

2011518541

THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

Pursuant to Section 173(1)(c) and (e) of the Business Corporations Act, R.S.A. 2000, c. B-9, the Articles of the Corporation are amended by changing the rights, privileges, restrictions and conditions attached to the Royalty Preferred Shares to provide for the rights, privileges, restrictions and conditions set forth in Schedule "A" hereto.



DATE	SIGNATURE	TITLE
July 2, 2015		CHIEF FINANCIAL OFFICER

SCHEDULE "A"

SCHEDULE A
AMENDED SHARE CAPITAL TERMS
OF
RESVERLOGIX CORP.

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

The Corporation is authorized to issue:

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

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

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

(including whether such dividends be preferential, or cumulative or non-cumulative), if any.

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

where

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

and

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

- (vi) **“ApoA-1 Therapeutic Field”** means the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in therapeutic relevant elevation in the plasma levels of ApoA-1 that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams – b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;
- (vii) **“Apo Products”** means any product, device, process, substance, composition or service that falls within the ApoA-1 Therapeutic Field and in respect of which the Corporation has an Apo Intellectual Property Right;
- (viii) **“Apo Intellectual Property Right”** means any right, whether under a patent, patent application or invention disclosure or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition or service that falls within an ApoA-1 Therapeutic Field;
- (ix) **“Liquidation Event”** has the meaning attributable to such term in subsection 3(d);
- (x) **“Licensee”** means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;
- (xi) **“Net Apo Revenue”** means the aggregate of the following amounts:
 - (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a **“third party”**) in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;
 - (B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Apo Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); (5) rebates and chargebacks or retroactive price reductions made to federal, state or local governments (or their agencies), or any third party payor, administrator or contractor, including managed health organizations; and (6) commissions related to import, distribution or promotion of any Apo Product paid to third parties (specifically

excluding any commissions paid to sales personnel, sales representatives and sales agents who are employees or consultants of, or members of a contract sales force engaged by or on behalf of, the Corporation, any Licensee or their respective Affiliates).; and

- (C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any Apo Intellectual Property Right;
- (xii) **“Person”** means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;
- (xiii) **“Pharmaceutical Agent”** means a compound or composition covered by an Apo Intellectual Property Right;
- (xiv) **“Royalty Amount”** means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

- (A) 6% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is less than or equal to US\$1 billion;
- (B) 8% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$1 billion but less than or equal to US\$2 billion;
- (C) 10% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$2 billion but less than or equal to US\$5 billion; and
- (D) 12% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$5 billion

and

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

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

- (xvi) **“Royalty Dividend Payment Date”** means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;
- (xvii) **“Royalty Dividend Payment Period”** means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;
- (xviii) **“Semi-Annual Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(A);
- (xix) **“Semi-Annual Royalty Dividend Payment Date”** means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;
- (xx) **“Semi-Annual Royalty Dividend Payment Period”** means the period from May 1 to October 31 of each fiscal year;
- (xxi) **“Tax Factor”** means

$$A \div B$$

where

A is one; and

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

- (xxii) **“Yearly Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(B);
 - (xxiii) **“Yearly Royalty Dividend Payment Date”** means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and
 - (xxiv) **“Yearly Royalty Dividend Payment Period”** means the period from May 1 to April 30 of each fiscal year.
- (b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.
 - (c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:
 - (i) For each Royalty Preferred Share held:
 - (A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the lesser of the following amounts determined for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date:

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

(the “**Yearly Royalty Dividend Payment**”).
- (ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net Apo Revenue and the Actual APO Amounts Received for the applicable Royalty Dividend Payment Period with the supporting calculation.
 - (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the “**Additional Royalty Dividend Payment**”).
 - (iv) No dividend or distribution with respect to common shares or any class of shares of the Corporation, other than the Preferred Shares, may be paid unless all accrued Royalty Dividend Payment and Additional Royalty Dividend Payments on the Royalty Preferred Shares then issued and outstanding shall have been declared and paid in full in cash.
 - (v) In the event that the Corporation:
 - (A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or
 - (B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,

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

- (vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.
 - (vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the *Income Tax Act* (Canada) by filing the prescribed form with the Minister of National Revenue within the required time period.
- (d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a “**Liquidation Event**”), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 3(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount, the Actual APO Amounts Received and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to Apo Products, in computing the Net Apo Revenue to such date. After payment to the holders of the Royalty Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.
- (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:
- (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
 - (ii) (A) increase any maximum number of authorized shares of a class;
 - (B) issue any shares of any class; or
 - (C) create a new class of shares,

having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or

- (iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

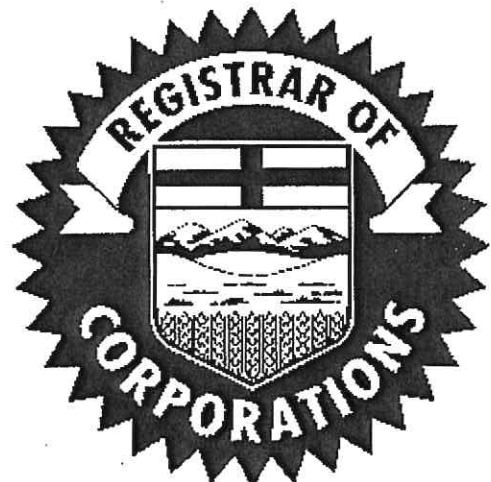
CORPORATE ACCESS NUMBER: 2011518541

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**RESVERLOGIX CORP.
AMENDED ITS ARTICLES ON 2013/06/03.**



Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2013/06/03

Service Request Number: 19796306

Corporate Access Number: 2011518541

Legal Entity Name: RESVERLOGIX CORP.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: RESVERLOGIX CORP.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Share Structure: SHARE STRUCTURE SCHEDULE ATTACHED

Share Transfers Restrictions: NONE

Number of Directors:

Min Number Of Directors: 3

Max Number Of Directors: 12

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: OTHER PROVISIONS SCHEDULE ATTACHED

BCA Section/Subsection: 193

Professional Endorsement Provided:

Future Dating Required:

Annual Return

File Year	Date Filed
2013	2013/01/29
2012	2012/01/27
2011	2011/01/19

Attachment

Name/Structure Change Alberta Corporation - Registration Statement

Attachment Type	Microfilm Bar Code	Date Recorded
Statutory Declaration	10000803000534209	2005/02/07
Other Rules or Provisions	ELECTRONIC	2005/02/07
Share Structure	ELECTRONIC	2005/02/07
Articles/Plan of Arrangement/Court Order	10000106102606276	2013/06/03
Share Structure	ELECTRONIC	2013/06/03
Share Structure	ELECTRONIC	2013/06/03
Articles/Plan of Arrangement/Court Order	10000906102606277	2013/06/03

Registration Authorized By: NASTARAN NASKHI
SOLICITOR

ALBERTA
REGISTRIES

ARTICLES OF AMENDMENT

NAME OF CORPORATION:


RESVERLOGIX CORP.

CORPORATE ACCESS NO.:

2011518541

THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

- A. In accordance with the Order of the Court of Queen's Bench of Alberta dated May 30, 2013, a copy of which is attached hereto as Schedule "A", approving the Plan of Arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "B", involving Resverlogix Corp., RVX Therapeutics Inc., Zenith Epigenetics Corp. (formerly 1741273 Alberta Ltd.) and the shareholders of Resverlogix Corp., shall be effected upon the filing hereof.
- B. The Articles of the Corporation are amended by cancelling the classes of "Class A Common Shares" and "Class A Preferred Shares", as there are no issued or outstanding shares of these classes and the authorized share capital of the Corporation shall be as set out in Schedule B to the Plan of Arrangement attached hereto as Schedule "B".

DATE	SIGNATURE	TITLE
June 3, 2013		President and Chief Executive Officer



SCHEDULE B

Share Conditions attaching to Resverlogix New Common Shares, Resverlogix Preferred Shares and Resverlogix Royalty Preferred Shares at the time of the amendment contemplated in subsection 3.1(h) of the Plan of Arrangement

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

to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.

- (d) The holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

3. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:

(a) Definitions:

- (i) "ABCA" means the Business Corporations Act, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (ii) "Additional Royalty Dividend Payment" has the meaning attributable to such term in subsection 3(c)(iii);
- (iii) "Affiliate" means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; "control" in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;
- (iv) "ApoA-1" means Apolipoprotein A-1;
- (v) "ApoA-1 Therapeutic Field" means the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in therapeutic relevant elevation in the plasma levels of ApoA-1 that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams - b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;
- (vi) "Apo Products" means any product, device, process, substance, composition or service that falls within the ApoA-1 Therapeutic Field and in respect

of which the Corporation has an Apo Intellectual Property Right;

- (vii) "Apo Intellectual Property Right" means any right, whether under a patent, patent application or invention disclosure or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition or service that falls within an ApoA-1 Therapeutic Field;
- (viii) "Liquidation Event" has the meaning attributable to such term in subsection 3(d);
- (ix) "Licensee" means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;
- (x) "Net Apo Revenue" means the aggregate of the following amounts:
 - (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a "third party") in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;
 - (B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Apo Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; and (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); and
 - (C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any Apo Intellectual Property Right;
- (xi) "Person" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship,

syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

(xii) "Pharmaceutical Agent" means a compound or composition covered by an Apo Intellectual Property Right;

(xiii) "Royalty Amount" means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

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

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

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

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

and

C is the number of Royalty Preferred Shares issued on the date of the Plan of Arrangement;

(xiv) "Royalty Dividend Payment" means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;

(xv) "Royalty Dividend Payment Date" means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;

(xvi) "Royalty Dividend Payment Period" means the Semi-Annual Royalty Dividend Payment Period or the

Yearly Royalty Dividend Payment Period, as applicable;

(xvii) "Semi-Annual Royalty Dividend Payment" has the meaning ascribed to such term in subsection 3(c)(i);

(xviii) "Semi-Annual Royalty Payment Amount" has the meaning ascribed to such term in subsection 3(c)(i)(A);

(xix) "Semi-Annual Royalty Dividend Payment Date" means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;

(xx) "Semi-Annual Royalty Dividend Payment Period" means the period from May 1 to October 31 of each fiscal year;

(xxi) "Tax Factor" means

$A \div B$

where

A is one; and

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

(xxii) "Yearly Royalty Dividend Payment" has the meaning ascribed to such term in subsection 3(c)(i)(B);

(xxiii) "Yearly Royalty Dividend Payment Date" means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and

(xxiv) "Yearly Royalty Dividend Payment Period" means the period from May 1 to April 30 of each fiscal year.

(b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.

(c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:

(i) For each Royalty Preferred Share held:

(A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to:

(1) the Royalty Amount for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date (the "Semi-Annual Royalty Payment Amount"); multiplied by

(2) the Tax Factor

(the "Semi-Annual Royalty Dividend Payment"); and

(B) on each Yearly Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the difference between:

(1) the Royalty Amount for the Yearly Royalty Dividend Payment Period immediately preceding such date; and

(2) the Semi-Annual Royalty Payment Amount for the Semi-Annual Royalty Dividend Payment Date immediately preceding such date,

(the "Yearly Royalty Dividend Payment").

(ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net Apo Revenue for the applicable Royalty Dividend Payment Period with the supporting calculation.

(iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the "Additional Royalty Dividend Payment").

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

(v) In the event that the Corporation:

- (A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or
- (B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,

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

- (vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.
 - (vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the Income Tax Act (Canada) by filing the prescribed form with the Minister of National Revenue within the required time period.
- (d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a "Liquidation Event"), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 3(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to Apo Products, in computing the Net Apo Revenue to such date. After payment to the holders of the Royalty Preferred Shares

of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.

(e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:

(i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;

(ii) (A) increase any maximum number of authorized shares of a class;

(B) issue any shares of any class; or

(C) create a new class of shares,

having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or

(iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

CORPORATE ACCESS NUMBER: 2011518541

**Government
of Alberta ■**

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**RESVERLOGIX CORP.
AMENDED ITS ARTICLES ON 2013/06/03.**



Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2013/06/03

Service Request Number: 19795919

Corporate Access Number: 2011518541

Legal Entity Name: RESVERLOGIX CORP.

French Equivalent Name:

Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation

New Legal Entity Name: RESVERLOGIX CORP.

New French Equivalent Name:

Nuans Number:

Nuans Date:

French Nuans Number:

French Nuans Date:

Share Structure: SHARE STRUCTURE SCHEDULE ATTACHED

Share Transfers Restrictions: NONE

Number of Directors:

Min Number Of Directors: 3

Max Number Of Directors: 12

Business Restricted To: NONE

Business Restricted From: NONE

Other Provisions: OTHER PROVISIONS SCHEDULE ATTACHED

BCA Section/Subsection: 193

Professional Endorsement Provided:

Future Dating Required:

Annual Return

File Year	Date Filed
2013	2013/01/29
2012	2012/01/27
2011	2011/01/19

Attachment

Name/Structure Change Alberta Corporation - Registration Statement

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2005/02/07
Statutory Declaration	10000803000534209	2005/02/07
Share Structure	ELECTRONIC	2005/02/07
Articles/Plan of Arrangement/Court Order	10000106102606276	2013/06/03
Share Structure	ELECTRONIC	2013/06/03

Registration Authorized By: NASTARAN NASKHI
SOLICITOR

ALBERTA
REGISTRIES


ARTICLES OF AMENDMENT

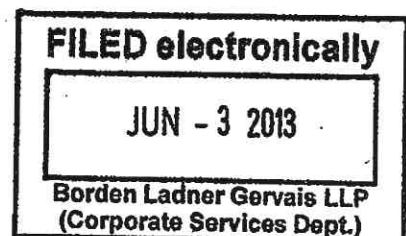
NAME OF CORPORATION: RESVERLOGIX CORP.	CORPORATE ACCESS NO.: 2011518541
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THE ARTICLES OF THE ABOVE-NAMED CORPORATION ARE AMENDED AS FOLLOWS:

- A. In accordance with the Order of the Court of Queen's Bench of Alberta dated May 30, 2013, a copy of which is attached hereto as Schedule "A", approving the Plan of Arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "B", involving Resverlogix Corp., RVX Therapeutics Inc., Zenith Epigenetics Corp. (formerly 1741273 Alberta Ltd.) and the shareholders of Resverlogix Corp., shall be effected upon the filing hereof.
- B. The Articles of the Corporation are amended by changing the designation of the "Common Shares" to "Class A Common Shares".
- C. The Articles of the Corporation are amended by changing the rights, privileges, restrictions and conditions attaching to the Class A Common Shares to the rights, privileges, restrictions and conditions attaching to these shares as set out in Schedule A to the Plan of Arrangement attached hereto as Schedule "B".
- D. The Articles of the Corporation are amended by creating new classes of shares designated as:
 - (a) Common Shares;
 - (b) Class A Preferred Shares; and
 - (c) Royalty Preferred Shares,

with the rights, privileges, restrictions and conditions as set out in Schedule A to the Plan of Arrangement attached hereto as Schedule "B".

DATE	SIGNATURE	TITLE
June 3, 2013		President and Chief Executive Officer



SCHEDULE A

Share Conditions attaching to Resverlogix New Common Shares, Resverlogix Common Shares, Resverlogix Class A Preferred Shares, Resverlogix Preferred Shares and Resverlogix Royalty Preferred Shares at the time of the amendment contemplated in subsection 3.1(b) of the Plan of Arrangement

1. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares shall be as follows:
 - (a) The holders of Class A Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Class A Common Share shall entitle the holder thereof to two votes in respect of each Class A Common Share held.
 - (b) Subject to the preferences accorded to the holders of the any class of preferred shares, the holders of Class A Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Class A Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution after the payment to the holders of any class of preferred shares, in accordance with the preference on liquidation, dissolution or winding-up accorded to the holders of any class of preferred shares.
2. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - (a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - (b) Subject to the preferences accorded to the holders of the any class of preferred shares, the holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution after the payment to the holders of any class of preferred shares, in accordance with the preference on liquidation, dissolution or

winding-up accorded to the holders of any class of preferred shares.

3. The rights, privileges, restrictions and conditions attaching to the Class A Preferred Shares are as follows:

- (a) Subject to applicable law, holders of the Class A Preferred Shares will not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and will not be entitled to vote at any such meeting.
- (b) The holders of the Class A Preferred Shares will be entitled to receive non-cumulative cash dividends, if, as and when declared by the Board, in such amounts and payable in such manner and at such times as the Board may from time to time determine. The Board may, in its sole discretion, declare dividends on the Class A Preferred Shares to the exclusion of any other class of shares of the Corporation.
- (c) In the event of the liquidation, dissolution or winding up of the Corporation whether voluntary or involuntary, the holders of the Class A Preferred Shares will be entitled to receive, before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to the holders of Class A Common Shares, Common Shares, Preferred Shares and Royalty Preferred Shares or holders of any other shares of any other class of the Corporation, an amount equal to the Redemption Amount (as defined in paragraph 3(d) below) in respect of each Class A Preferred Share held by them, respectively, to the extent of the amount or value of the assets of the Corporation available under applicable law for payment to holders of shares of the Corporation upon liquidation, dissolution or winding up of the Corporation. After payment to the holders of the Class A Preferred Shares of the amount provided above in this paragraph 3(c), such holders will not be entitled to share in any further distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs.
- (d) The Corporation may redeem at any time the whole, or from time to time any part, of the then issued and outstanding Class A Preferred Shares from the holders thereof on payment (which may, at the discretion of the Corporation, be made through the issuance of a promissory note or promissory notes) of an amount for each Class A Preferred Share to be redeemed equal to:
 - (i) the aggregate fair market value of: (a) all of the issued and outstanding common shares of RVX Therapeutics Inc. immediately before the issuance of the Class A Preferred Shares as described in subsection 3.1(c) of the Plan of Arrangement; plus (b) an amount equal to the aggregate of the Therapeutics Cash Amount and the Therapeutics Debt Amount (as such terms are defined in the Plan of Arrangement); divided by (ii) the number of issued and outstanding Class A Preferred Shares (the "Class A Preferred Share Redemption

Amount"). For the purposes of this paragraph 3(d), "Plan of Arrangement" means the Plan of Arrangement to which this Schedule A is attached.

- (e) Subject to applicable law, a holder of Class A Preferred Shares will be entitled to require the Corporation to redeem, at any time, all or any of the Class A Preferred Shares held by such holder, by tendering to the Corporation at its registered office a share certificate or certificates representing the Class A Preferred Shares that the holder wishes to have the Corporation redeem together with a written request specifying the number of Class A Preferred Shares to be redeemed and the business day (referred to herein as the "Retraction Date") on which the holder wishes to have the Corporation redeem the Class A Preferred Shares. Following receipt of such share certificate or certificates and written request, the Corporation will, on the Retraction Date (or as soon as practicable thereafter), redeem such Class A Preferred Shares by paying to the holder the Class A Preferred Share Redemption Amount for each Class A Preferred Share so redeemed.
- (f) Any Class A Preferred Shares that are redeemed by the Corporation as aforesaid will for all purposes be considered to have been redeemed on, and will be cancelled concurrently with, the payment of the Class A Preferred Share Redemption Amount by the Corporation to or for the benefit of the holder thereof.
- (g) For so long as any Class A Preferred Shares are outstanding, the Corporation will not: (i) declare or pay any dividend on the shares of any other class of the Corporation; or (ii) redeem, purchase for cancellation or otherwise acquire any shares of any other class of the Corporation, if, in the opinion of the board of directors of the Corporation, the payment of such dividend or the consideration payable in connection with such redemption, purchase or other acquisition, as the case may be, would reduce the net realizable value of the assets of the Corporation (after taking into account all liabilities of the Corporation) to an amount that is less than the product of the Class A Preferred Share Redemption Amount of each Class A Preferred Share multiplied by the number of Class A Preferred Shares outstanding immediately before the time of payment of such dividend or consideration, as the case may be.
- (h) For the purposes of subsection 191(4) of the Income Tax Act (Canada), the amount specified in respect of each Class A Preferred Share shall be the amount specified by a director or an officer of the Corporation in a certificate that is made: (i) effective concurrently with the issuance of such Class A Preferred Shares; and (ii) pursuant to a resolution of the board duly passed and evidenced in writing authorizing the issuance of such Class A Preferred Share, such amount to be expressed as a dollar amount (and not expressed as a

formula) and shall be equal to the fair market value of the consideration for which such Class A Preferred Shares is issued.

4. The rights, privileges, restrictions and conditions attaching to the Preferred Shares are as follows:

- (a) The board of directors may at any time and from time to time issue the Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the board of directors.
- (b) The board of directors of the Corporation may (subject to as hereinafter provided) from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a distribution of capital of the Corporation; the extent, if any, of further participation in a distribution of capital; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.
- (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Shares shall be entitled, in priority to the holders of common shares and any other shares of the Corporation ranking junior to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.
- (d) The holders of each series of Preferred Shares shall be entitled, in priority to the holders of common shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

5. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:

(a) Definitions:

- (i) "ABCA" means the Business Corporations Act, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (ii) "Additional Royalty Dividend Payment" has the meaning attributable to such term in subsection 5(c)(iii);

- (iii) "Affiliate" means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; "control" in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;
- (iv) "ApoA-1" means Apolipoprotein A-1;
- (v) "ApoA-1 Therapeutic Field" means the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in therapeutic relevant elevation in the plasma levels of ApoA-1 that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams - b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;
- (vi) "Apo Products" means any product, device, process, substance, composition or service that falls within the ApoA-1 Therapeutic Field and in respect of which the Corporation has an Apo Intellectual Property Right;
- (vii) "Apo Intellectual Property Right" means any right, whether under a patent, patent application or invention disclosure or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition or service that falls within an ApoA-1 Therapeutic Field;
- (viii) "Liquidation Event" has the meaning attributable to such term in subsection 5(d);
- (ix) "Licensee" means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;
- (x) "Net Apo Revenue" means the aggregate of the following amounts:
 - (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a "third party") in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify,

administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;

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

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

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

(xii) "Pharmaceutical Agent" means a compound or composition covered by an Apo Intellectual Property Right;

(xiii) "Royalty Amount" means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

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

(B) 8% of the aggregate Net Apo Revenue for the

applicable Royalty Dividend Payment Period that is greater than US\$1 billion but less than or equal to US\$2 billion;

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

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

and

C is the number of Royalty Preferred Shares issued on the date of the Plan of Arrangement;

(xiv) "Royalty Dividend Payment" means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;

(xv) "Royalty Dividend Payment Date" means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;

(xvi) "Royalty Dividend Payment Period" means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;

(xvii) "Semi-Annual Royalty Dividend Payment" has the meaning ascribed to such term in subsection 5(c)(i);

(xviii) "Semi-Annual Royalty Payment Amount" has the meaning ascribed to such term in subsection 5(c)(i)(A);

(xix) "Semi-Annual Royalty Dividend Payment Date" means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;

(xx) "Semi-Annual Royalty Dividend Payment Period" means the period from May 1 to October 31 of each fiscal year;

(xxi) "Tax Factor" means

$A \div B$

where

A is one; and

B is the aggregate of: (A) one; and (B) one multiplied by the rate of tax under Part VI .1 of the Income Tax Act (Canada) applicable

to a dividend on the Royalty Preferred Shares;

(xxii) "Yearly Royalty Dividend Payment" has the meaning ascribed to such term in subsection 5(c)(i)(B);

(xxiii) "Yearly Royalty Dividend Payment Date" means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and

(xxiv) "Yearly Royalty Dividend Payment Period" means the period from May 1 to April 30 of each fiscal year.

(b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.

(c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:

(i) For each Royalty Preferred Share held:

(A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to:

(1) the Royalty Amount for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date (the "Semi-Annual Royalty Payment Amount"); multiplied by

(2) the Tax Factor

(the "Semi-Annual Royalty Dividend Payment"); and

(B) on each Yearly Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the difference between:

(1) the Royalty Amount for the Yearly Royalty Dividend Payment Period immediately preceding such date; and

(2) the Semi-Annual Royalty Payment Amount for the Semi-Annual Royalty Dividend Payment Date immediately preceding such date,

(the "Yearly Royalty Dividend Payment").

(ii) Payment of each Royalty Dividend Payment shall be

accompanied by a report summarizing the amount of the Net Apo Revenue for the applicable Royalty Dividend Payment Period with the supporting calculation.

- (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the "Additional Royalty Dividend Payment").
- (iv) No dividend or distribution with respect to common shares or any class of shares of the Corporation, other than the Class A Preferred Shares, may be paid unless all accrued Royalty Dividend Payment and Additional Royalty Dividend Payments on the Royalty Preferred Shares then issued and outstanding shall have been declared and paid in full in cash.
- (v) In the event that the Corporation:
 - (A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or
 - (B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,the amount of the Royalty Dividend Payment and applicable Additional Royalty Dividend Payment shall be added to and form part of the amounts payable under subsection 5(d); provided, however, that the Corporation shall have provided to each holder of the Royalty Preferred Shares a certificate of two qualified directors or senior officers of the Corporation certifying that the Corporation does not have sufficient funds or is prohibited under the ABCA from paying the Royalty Dividend Payment in cash on the applicable Royalty Dividend Payment Date.
- (vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.
- (vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the Income Tax Act (Canada) by filing the prescribed form with the Minister of National Revenue within

the required time period.

- (d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a "Liquidation Event"), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 5(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to Apo Products, in computing the Net Apo Revenue to such date. After payment to the holders of the Royalty Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.
- (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:
- (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
 - (ii) (A) increase any maximum number of authorized shares of a class;
 - (B) issue any shares of any class; or
 - (C) create a new class of shares,
- having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its

affairs; or

(iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

Update Plan of Arrangement - No Amendment - Proof of Filing

Alberta Amendment Date: 2013/06/03

Service Request Number: 19796505
Corporate Access Number: 2011518541
Legal Entity Name: RESVERLOGIX CORP.
Legal Entity Status: Active

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Statutory Declaration	10000803000534209	2005/02/07
Other Rules or Provisions	ELECTRONIC	2005/02/07
Share Structure	ELECTRONIC	2005/02/07
Articles/Plan of Arrangement/Court Order	10000106102606276	2013/06/03
Share Structure	ELECTRONIC	2013/06/03
Share Structure	ELECTRONIC	2013/06/03
Articles/Plan of Arrangement/Court Order	10000906102606277	2013/06/03
Articles/Plan of Arrangement/Court Order	10000706102606278	2013/06/03

Registration Authorized By: NASTARAN NASKHI
SOLICITOR

Articles Of Arrangement

Business Corporations Act
Section 193

1. Name of Corporation RESVERLOGIX CORP.	2. Corporate Access Number 2011518541
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3. In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:

In accordance with the Order of the Court of Queen's Bench of Alberta dated May 30, 2013, a copy of which is attached hereto as Schedule "A", approving the Plan of Arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "B", involving Resverlogix Corp., RVX Therapeutics Inc., Zenith Epigenetics Corp. (formerly 1741273 Alberta Ltd.) and the shareholders of Resverlogix Corp., shall be effected upon the filing hereof.



Donald J. McCaffrey
Name of Person Authorizing (please print)

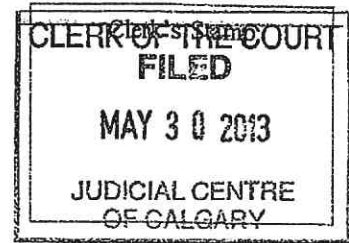
President and Chief Executive Officer
Title (please print)


Signature

June 3, 2013
Date

SCHEDULE "A"
TO THE ARTICLES OF ARRANGEMENT
OF
RESVERLOGIX CORP.

COURT FILE NUMBER 1301 - 04666
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICANT RESVERLOGIX CORP.



IN THE MATTER OF Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended

AND IN THE MATTER OF a proposed arrangement involving Resverlogix Corp., RVX Therapeutics Inc., 1741273 Alberta Ltd. and the shareholders of Resverlogix Corp.

DOCUMENT FINAL ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

BORDEN LADNER GERVAIS LLP
Centennial Place, East Tower
1900, 520 - 3rd Avenue S.W.
Calgary, Alberta T2P 0R3
Telephone: (403) 232-9500
Facsimile: (403) 266-1395

Attention: David T. Madsen

File No. 432505.000035

I hereby certify this to be a true copy of the original ORDER
Dated this 30 day of May 2013
K. B. [Signature]
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED: MAY 30, 2013

NAME OF JUDGE WHO MADE THIS ORDER: MR. JUSTICE K.D. YAMAUCHI

UPON the Originating Application (the "Application") of Resverlogix Corp. ("Resverlogix") pursuant to Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended (the "ABCA");

AND UPON reading the Application and the affidavits of A. Brad Cann, Chief Financial Officer of Resverlogix, sworn on April 29, 2013 and May 29, 2013, and the documents referred to therein;

AND UPON hearing counsel for Resverlogix;

AND UPON being satisfied that the special meeting (the "Meeting") of the holders ("Resverlogix Shareholders") of common shares of Resverlogix was called and conducted on May 28, 2013 in accordance with the terms of the Interim Order of this Honourable Court dated April 29, 2013 (the "Interim Order");

AND UPON being satisfied of the required quorum being present at the Meeting in respect of Resverlogix Shareholders, and that the Resverlogix Shareholders approved the Arrangement in the manner and by the requisite majority provided for in the Interim Order;

AND UPON being advised that the Executive Director of the Alberta Securities Commission (the "Executive Director") has been served with notice of this Application as required by subsection 193(8) of the ABCA and that the Executive Director neither consents to nor opposes this Application;

AND UPON being advised by counsel to Resverlogix that no notices of intention to appear were filed in respect of this Application;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any provision of the ABCA other than Section 193 of the ABCA;

AND UPON being advised that the approval of the Arrangement by this Honourable Court will constitute the basis for an exemption from the registration requirements of the United States Securities Act of 1933, as amended, pursuant to Section 3(a)(10) thereof, with respect to the issuance of the Resverlogix New Common Shares and the Newco Shares issuable to Resverlogix Shareholders upon consummation of the Arrangement in exchange for their Resverlogix Common Shares;

AND UPON being satisfied, based on the evidence presented, that the terms and conditions of the Arrangement and the procedures relating thereto are fair and reasonable to Resverlogix Shareholders and that the Arrangement ought to be approved;

FOR THE PURPOSES OF THIS ORDER:


- (a) the capitalized terms not defined in this Order shall have the meanings attributed to them in the management information circular and proxy statement of Resverlogix dated April 29, 2013 (the "Information Circular"), a copy of which is attached as Exhibit "A" to the affidavit of A. Brad Cann dated April 29, 2013; and
- (b) all references to the "Arrangement" used herein mean the arrangement proposed by Resverlogix, as set forth in the plan of arrangement attached as Exhibit 1 to the arrangement agreement between Resverlogix, RVX Therapeutics Inc. ("Therapeutics"), and 1741273 Alberta Ltd. ("Newco") dated April 29, 2013, which is attached as Appendix B to the Information Circular.

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Arrangement is hereby approved by this Honourable Court under Section 193 of the ABCA and will, upon the filing of the Articles of Arrangement and the issuance of the proof of filing of Articles of

Arrangement under the ABCA, become effective in accordance with its terms and be binding on and after the Effective Time upon Resverlogix, Therapeutics, Newco, Resverlogix Shareholders and all other persons.

2. The Articles of Arrangement with respect to the Arrangement may be filed pursuant to Section 193 of the ABCA on such date as Resverlogix, Therapeutics and Newco may determine.
3. The service of notice of this Application, the notices in respect of the Meeting and of the Interim Order are hereby deemed good and sufficient. Service of this Order shall be made on all such persons who appeared on this Application, either by counsel or in person, but is otherwise dispensed with.
4. Resverlogix, Therapeutics and Newco, or any of them, shall be entitled at any time to seek leave to vary this Order, or to seek the advice and direction of this Honourable Court as to the implementation of this Order, on notice to the other parties and the Executive Director.


JUSTICE K.D. YAMAUCHI

SCHEDULE "B"
TO THE ARTICLES OF ARRANGEMENT
OF
RESVERLOGIX CORP.

EXHIBIT 1

PLAN OF ARRANGEMENT UNDER SECTION 193 OF

THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

1. INTERPRETATION

1.1 In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set out:

- (a) "ABCA" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (b) "arm's length" has the meaning attributed to such term in subsection 251(1) of the Tax Act;
- (c) "Arrangement" means the arrangement under the provisions of Section 193 of the ABCA on the terms and conditions set forth in this Plan of Arrangement, subject to any amendments or variations hereto made in accordance with the Arrangement Agreement and the provisions hereof or made at the direction of the Court in the Final Order with consent of Resverlogix;
- (d) "Arrangement Agreement" means the Arrangement Agreement dated April 29, 2013 between Resverlogix, Newco and Therapeutics to which this Plan of Arrangement is attached as Exhibit 1;
- (e) "Arrangement Resolution" means the Special Resolution of Resverlogix Shareholders to be considered at the Meeting authorizing and approving this Plan of Arrangement;
- (f) "Articles of Arrangement" means the articles of arrangement of Resverlogix in respect of the Arrangement required under subsection 193(10) of the ABCA to be filed with the Registrar after the Final Order has been made to give effect to the Arrangement;
- (g) "Business Day" means a day which is not a Saturday, Sunday or a civic or statutory holiday in Calgary, Alberta;
- (h) "Certificate" means the proof of filing to be issued by the Registrar pursuant to subsection 193(11) of the ABCA in respect of the Arrangement;
- (i) "Court" means the Court of Queen's Bench of Alberta;
- (j) "Dissenting Shareholder" means a registered holder of Resverlogix Common Shares who has duly exercised a Dissent Right in strict compliance with the Dissent Procedures;
- (k) "Dissent Procedures" means the procedures set forth in Section 191 of the ABCA and the Interim Order required to be taken by a Resverlogix Shareholder to exercise the right of dissent in respect of Resverlogix Common Shares in connection with the Arrangement;
- (l) "Dissent Rights" means the rights of dissent of Resverlogix Shareholders in respect of the Arrangement Resolution as defined in Section 6 hereof;
- (m) "Effective Date" means the date shown in the Certificate;
- (n) "Effective Time" means the time when the Arrangement will be deemed to have been completed, which shall be 12:01 a.m., Calgary time, on the Effective Date;

- (o) "Eligible Dividend" has the meaning attributed to that term in subsection 89(1) of the Tax Act;
- (p) "Encumbrances" means any mortgage, charge, pledge, lien, hypothec, prior claim, assignment for security interest, guarantee, right of third parties or other charge, encumbrance, or any collateral securing the payment obligation of any person, as well as any other agreement or arrangement with any similar effect whatsoever;
- (q) "fair market value" means the highest price available in an open and unrestricted market between informed prudent parties acting at arm's length and under no compulsion to act and contracting for a taxable purchase and sale, expressed in terms of cash;
- (r) "Final Order" means the final order of the Court approving the Arrangement pursuant to subsection 193(9)(a) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction (with the consent of Resverlogix) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;
- (s) "Information Circular" means the notice of meeting and accompanying information circular of Resverlogix, together with all appendices, distributed by Resverlogix in connection with the Meeting, as amended supplemented or otherwise modified;
- (t) "Interim Order" means the interim order of the Court under subsection 193(4) of the ABCA containing declarations and directions with respect to the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (u) "Meeting" means the special meeting of Resverlogix Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Arrangement Agreement and the Interim Order to consider, among other things, the Arrangement;
- (v) "Newco" means 1741273 Alberta Ltd., a corporation incorporated under the laws of Alberta;
- (w) "Newco Founding Share" means the one (1) Newco Share held by Resverlogix that was issued to Resverlogix on the incorporation of Newco;
- (x) "Newco Promissory Note" means the unsecured, demand promissory note of Newco, bearing interest at 5.0% per annum only after a demand thereunder has been made, issued pursuant to subsection 3.1(d) of this Plan of Arrangement, which promissory note shall be in a principal amount equal to: (i) the fair market value of the Therapeutics Shares; plus (ii) an amount equal to the aggregate of the Therapeutics Cash Amount and the Therapeutics Debt Amount, acquired by Newco from Resverlogix in subsection 3.1(d) hereof;
- (y) "Newco Shares" means the common shares in the capital of Newco;
- (z) "Person" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;
- (aa) "PUC" means paid-up capital, and has the meaning attributed to such term in subsection 89(1) of the Tax Act;
- (bb) "Registrar" means the Registrar of Corporations for the Province of Alberta duly appointed pursuant to Section 263 of the ABCA;
- (cc) "Resverlogix" means Resverlogix Corp., a corporation amalgamated under the laws of Alberta;

- (dd) “Resverlogix Class A Preferred Shares” means the Class A preferred shares in the capital of Resverlogix to be created pursuant to the amendment to the Articles of Resverlogix under subsection 3.1(b) of this Plan of Arrangement and having the rights, privileges, restrictions and conditions set out in Schedule A to this Plan of Arrangement
- (ee) “Resverlogix Common Shares” means the common shares in the capital of Resverlogix, as constituted immediately prior to the Effective Date, which are to be renamed and reclassified as “Class A Common Shares” in the capital of Resverlogix pursuant to the amendment to the Articles of Resverlogix under subsection 3.1(b) of this Plan of Arrangement;
- (ff) “Resverlogix New Common Shares” means the common shares in the capital of Resverlogix to be created pursuant to the amendment to the Articles of Resverlogix under subsection 3.1(b) of this Plan of Arrangement and having the rights, privileges, restrictions and conditions set out in Schedule A to this Plan of Arrangement;
- (gg) “Resverlogix Preferred Shares” means the preferred shares in the capital of Resverlogix other than the Resverlogix Class A Preferred Shares and the Resverlogix Royalty Preferred Shares;
- (hh) “Resverlogix Promissory Note” means the unsecured, subordinated demand promissory note of Resverlogix issued pursuant to subsection 3.1(f) of this Plan of Arrangement, which promissory note shall be in a principal amount equal to the fair market value of the Therapeutics Shares acquired by Newco from Resverlogix in subsection 3.1(e) hereof;
- (ii) “Resverlogix Royalty Preferred Shares” means the royalty preferred shares in the capital of Resverlogix to be created pursuant to the amendment to the Articles of Resverlogix under subsection 3.1(b) of this Plan of Arrangement and having the rights, privileges, restrictions and conditions set out in Schedule A to this Plan of Arrangement;
- (jj) “Resverlogix Shareholder” means a Person who is a registered holder of Resverlogix Common Shares as shown on the share register of Resverlogix and for the purposes of the Meeting, is a registered holder of Resverlogix Common Shares as of the record date therefor, and for the purposes of the Arrangement, is a registered holder of Resverlogix Common Shares immediately prior to the Effective Time;
- (kk) “Special Resolution” has the meaning ascribed to such term in the ABCA;
- (ll) “Tax Act” means the *Income Tax Act* (Canada) and the regulations thereunder as amended from time to time;
- (mm) “Tax Convention” means any bilateral tax convention to which Canada is a party that is in force as at the Effective Time;
- (nn) “Tax Proposals” means all specific proposals to amend the Tax Act that have been announced or published by or on behalf of the Minister of Finance (Canada) prior to the Effective Time;
- (oo) “Therapeutics” means RVX Therapeutics Inc., a corporation incorporated under the laws of Alberta;
- (pp) “Therapeutics Assets” means, collectively, the Therapeutics Cash, the Therapeutics Debt and the Therapeutics Shares;
- (qq) “Therapeutics Cash Amount” means the cash amount to be transferred to Newco by Resverlogix in connection with the Arrangement;

- (rr) "Therapeutics Debt Amount" means the aggregate of all indebtedness of Therapeutics owing to Resverlogix immediately prior to the Effective Time;
- (ss) "Therapeutics Shares" means the common share in the capital of Therapeutics; and
- (tt) "Valiant" means Valiant Trust Company.

- 1.2 The headings contained in this Plan of Arrangement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph, clause or sub-clause hereof and include any agreement or instrument supplementary or ancillary hereto.
- 1.3 If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.
- 1.4 In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders and neuter.
- 1.5 A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.
- 1.6 Unless otherwise stated in this Plan of Arrangement, all references herein to amounts of money are expressed in lawful money of Canada.
- 1.7 The following are the Schedules to this Plan of Arrangement:
 - Schedule A – Share Conditions attaching to Resverlogix Common Shares, Resverlogix New Common Shares, Resverlogix Class A Preferred Shares, Resverlogix Royalty Preferred Shares and Resverlogix Preferred Shares
 - Schedule B – Share Conditions attaching to Resverlogix New Common Shares, Resverlogix Royalty Preferred Shares and Resverlogix Preferred Shares
 - Schedule C – Calculation of the Therapeutics Cash Amount and Therapeutics Debt Amount

2. EFFECT OF THE ARRANGEMENT

- 2.1 This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement. Upon filing of the Articles of Arrangement and the issuance of the Certificate, this Plan of Arrangement will become effective at, and shall be binding upon Resverlogix, Newco, Therapeutics and the Resverlogix Shareholders and all other persons as and from the Effective Time without any further act or formality required on the part of any Person except as expressly provided herein.
- 2.2 Articles of Arrangement shall be filed with the Registrar with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement become effective. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Section 3.1 has become effective in the sequence set out therein.

3. THE ARRANGEMENT

3.1 At the Effective Time, the following shall occur and shall be deemed to occur in the following order without any further act or formality, with each event or transaction occurring and being deemed to occur immediately after the occurrence of the preceding event or transaction:

(a) subject to Section 6 hereof, each Resverlogix Common Share held by Dissenting Shareholders shall be, and shall be deemed to be, transferred to Resverlogix (free and clear of any Encumbrances) for cancellation without any further act or formality and;

(i) such Dissenting Shareholders shall cease to be the holders of such Resverlogix Common Shares, and to have any rights as holders of such Resverlogix Common Shares other than the right to be paid fair value for such Resverlogix Common Shares as set out in Section 6; and

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Resverlogix Common Shares from the register of Resverlogix Common Shares maintained by or on behalf of Resverlogix;

(b) the Articles of Resverlogix will be amended by:

(i) changing the designation of the existing "Common Shares" to "Class A Common Shares" and to increase the voting rights of the Resverlogix Common Shares from one vote to two votes per Resverlogix Common Share and to change the rights, privileges, restrictions and conditions attached thereto, whether issued or unissued, so that the rights, privileges, restrictions and conditions attached thereto shall be as set out in Schedule A attached hereto;

(ii) creating a new class of shares designated as "Common Shares", in an unlimited number, having the rights, privileges, restrictions and conditions set out in Schedule A attached hereto;

(iii) creating a new class of shares designated as "Class A Preferred Shares", in an unlimited number, having the rights, privileges, restrictions and conditions set out in Schedule A attached hereto;

(iv) creating a new class of shares designated as "Royalty Preferred Shares", up to a maximum number of Royalty Preferred Shares equal to the number of issued and outstanding Resverlogix Common Shares immediately prior to the Effective Time, having the rights, privileges, restrictions and conditions set out in Schedule A attached hereto; and

(v) otherwise to the extent necessary to facilitate the Arrangement,

so that upon completion of the amendments of the articles of Resverlogix set forth above, the authorized share capital of Resverlogix shall be as set out in Schedule A attached hereto;

(c) all of the outstanding Resverlogix Common Shares (other than those held by Dissenting Shareholders) shall be and shall be deemed to be changed into and exchanged for Resverlogix New Common Shares, Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares on the basis of one (1) Resverlogix New Common Share, one (1) Resverlogix Class A Preferred Share and one (1) Resverlogix Royalty Preferred Share for each outstanding Resverlogix Common Share held and as a result thereof:

- (i) the Resverlogix Shareholders whose Resverlogix Common Shares have been so exchanged shall cease to be, and shall be deemed to cease to be, holders of such Resverlogix Common Shares and to have any rights as holders of such Resverlogix Common Shares other than the right to receive one (1) Resverlogix New Common Share, one (1) Resverlogix Class A Preferred Share and one (1) Resverlogix Royalty Preferred Share pursuant to this subsection 3.1(c); and
- (ii) such Resverlogix Shareholders' names shall be removed as the holders of such Resverlogix Common Shares from the register of Resverlogix Common Shares maintained by or on behalf of Resverlogix and shall be added to the registers of the Resverlogix New Common Shares, Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares maintained by or on behalf of Resverlogix, respectively,

and in connection therewith, the amount of the stated capital account maintained by Resverlogix for the Resverlogix Common Shares will be deducted from such account and a portion thereof will be added to the stated capital account maintained by Resverlogix for each of the Resverlogix New Common Shares, the Resverlogix Class A Preferred Shares and the Resverlogix Royalty Preferred Shares as follows:

- (iii) the amount thereof that is added to the stated capital account for the Resverlogix Class A Preferred Shares being equal to the fair market value of the Resverlogix Class A Preferred Share, which fair market value is equal to: (A) the aggregate fair market value of the Therapeutics Shares; plus (B) an amount equal to the aggregate of the Therapeutics Cash Amount and the Therapeutics Debt Amount;
 - (iv) the amount thereof that is added to the stated capital account for the Resverlogix Royalty Preferred shares being equal to \$1.00; and
 - (v) the amount thereof that is added to the stated capital account of the Resverlogix New Common Shares being equal to the amount deducted from the stated capital account of the Resverlogix Common Shares so exchanged less the aggregate of the amount added to the stated capital account of the Resverlogix Class A Preferred Share and the amount added to the stated capital of the Resverlogix Royalty Preferred Shares;
- (d) Newco shall acquire from Resverlogix, the Therapeutics Assets in consideration of Newco issuing to Resverlogix the Newco Promissory Note and as a result thereof:
- (i) Resverlogix shall cease to be, and shall be deemed to cease to be, a holder of the Therapeutics Shares and to have any rights as a holder of the Therapeutics Shares other than the right to receive the Newco Promissory Note pursuant to this subsection 3.1(d);
 - (ii) Resverlogix shall be removed as the holder of the Therapeutics Shares from the register of Therapeutics Shares maintained by or on behalf of Therapeutics;
 - (iii) Newco shall be deemed to be the transferee of the Therapeutics Shares (free and clear of any Encumbrances) and shall be, and shall be deemed to be, entered in the register of Therapeutics Shares maintained by or on behalf of Therapeutics; and
 - (iv) Resverlogix shall cease to have any claim against Therapeutics in respect of the Therapeutics Debt;
- (e) each issued and outstanding Resverlogix Class A Preferred Share and Resverlogix Royalty Preferred Share shall be, and shall be deemed to be, transferred to and acquired by Newco (free and clear of any Encumbrances) in exchange for one (1) Newco Share and as a result thereof:

- (i) the shareholders whose Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares have been so transferred shall cease to be, and shall be deemed to cease to be, holders of such Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares and to have any rights as holders of such Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares other than the right to receive one (1) Newco Share for each Resverlogix Class A Preferred Share and Resverlogix Royalty Share held, pursuant to this subsection 3.1(e);
- (ii) such shareholders' names shall be removed: (A) as the holders of such Resverlogix Class A Preferred Shares from the register of Resverlogix Class A Preferred Shares; and (B) as the holders of such Resverlogix Royalty Preferred Shares from the register of Resverlogix Royalty Preferred Shares maintained by or on behalf of Resverlogix; and
- (iii) Newco shall be deemed to be the transferee of such Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares (free and clear of any Encumbrances) and shall be, and shall be deemed to be, entered in the register of Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares maintained by or on behalf of Resverlogix,

and in connection therewith, in accordance with the ABCA, Newco will add to the stated capital account maintained by Newco for the Newco Shares, an amount that will not exceed the aggregate PUC of the Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares so transferred to Newco;

- (f) Resverlogix shall and shall be deemed to redeem all of the outstanding Resverlogix Class A Preferred Shares acquired by Newco under subsection 3.1(e) for an amount equal to the aggregate redemption amount (as determined pursuant to the articles of Resverlogix) in consideration of Resverlogix issuing to Newco the Resverlogix Promissory Note in a principal amount equal to such aggregate redemption amount, in full satisfaction of the aggregate redemption price of the Resverlogix Class A Preferred Shares and as a result thereof:
 - (i) Newco shall cease to be, and shall be deemed to cease to be, a holder of Resverlogix Class A Preferred Shares and to have any rights as a holder of Resverlogix Class A Preferred Shares other than the right to receive the Resverlogix Promissory Note pursuant to this subsection 3.1(f); and
 - (ii) Newco shall be removed as the holder of such Resverlogix Class A Preferred Shares from the register of Resverlogix Class A Preferred Shares maintained by or on behalf of Resverlogix;
- (g) Resverlogix will pay the principal amount of the Resverlogix Promissory Note by transferring to Newco the Newco Promissory Note in full payment, satisfaction and discharge of Resverlogix's obligations under the Resverlogix Promissory Note and simultaneously, Newco will pay the principal amount of the Newco Promissory Note by transferring to Resverlogix the Resverlogix Promissory Note in full payment, satisfaction and discharge of Newco's obligations under the Newco Promissory Note. The Resverlogix Promissory Note and the Newco Promissory Note will thereupon be cancelled;
- (h) the Articles of Resverlogix will be amended by:
 - (i) cancelling the class of shares designated as "Class A Common Shares", none of which will be issued and outstanding at such time in accordance with the Plan of Arrangement;

- (ii) cancelling the class of shares designated as "Class A Preferred Shares", none of which will be issued and outstanding at such time in accordance with the Plan of Arrangement; and
- (iii) otherwise to the extent necessary to facilitate the Arrangement,

so that upon completion of the amendments of the articles of Resverlogix set forth above, the authorized share capital of Resverlogix shall be as set out in Schedule B attached hereto; and

- (i) the Newco Founding Share shall be cancelled for no consideration and as a result thereof:
 - (i) Resverlogix shall cease to be, and shall be deemed to have ceased to be, the holder of the Newco Founding Share and to have any rights as a holder of the Newco Founding Share; and
 - (ii) Resverlogix shall be removed as the holder of the Newco Founding Share from the register of Newco Shares maintained by or on behalf of Newco.

3.2 On or prior to the Effective Date, the Therapeutics Cash Amount shall be determined and the Therapeutics Debt Amount shall be calculated by Resverlogix and Newco and the amounts so determined and agreed to by Resverlogix and Newco shall be inserted in Schedule C to this Plan of Arrangement in the copy which is attached to the Articles of Arrangement, and for purposes of the Arrangement, the Therapeutics Cash Amount and Therapeutics Debt Amount shall conclusively be deemed to be the amounts so contained in such Schedule C.

4. SHARE CERTIFICATES

4.1 Forthwith following the Effective Time, Resverlogix and Newco, as applicable, shall cause to be issued to the holders of Resverlogix Common Shares, certificates representing or electronic registration statements evidencing, the securities exchanged for shares pursuant to Section 3.1 of this Plan of Arrangement as follows:

- (a) recognizing that the Resverlogix Common Shares will be renamed the "Class A Common Shares" and will be cancelled upon exchange of the Resverlogix Common Shares for the Resverlogix New Common Shares, Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares under this Plan of Arrangement, no new share certificates will be issued with respect to the Resverlogix Common Shares;
- (b) recognizing that all of the Resverlogix Class A Preferred Shares and Resverlogix Royalty Preferred Shares issued to Resverlogix Shareholders will be immediately transferred to Newco in exchange for Newco Shares and that the Resverlogix Class A Preferred Shares will be subsequently redeemed by Resverlogix in exchange for the Resverlogix Promissory Note pursuant to this Plan of Arrangement, Resverlogix will not issue certificates representing the Resverlogix Class A Preferred Shares issued in connection with this Plan of Arrangement and shall only issue share certificates representing the Resverlogix Royalty Preferred Shares issued to Newco;
- (c) from and after the Effective Time, share certificates representing the Resverlogix Common Shares not deemed to be cancelled pursuant to subsection 3.1(a) of this Plan of Arrangement, shall for all purposes be deemed to be share certificates representing Resverlogix New Common Shares and no new share certificates shall be issued with respect to the Resverlogix New Common Shares issued in connection with the Arrangement; and
- (d) as soon as practicable after the Effective Time, Newco shall cause to be issued to the registered holders of Newco Shares at the Effective Time on the Effective Date, certificates representing or

electronic registration statements evidencing, ownership of the number of Newco Shares to which such holders are entitled following the Effective Date.

5. WITHHOLDING RIGHTS

- 5.1 Resverlogix and Newco shall be entitled to deduct and withhold from any consideration otherwise payable to any Resverlogix Shareholder under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 6.2 hereof), such amounts as Resverlogix or Newco determines, acting reasonably, are required or reasonably believes to be required to be deducted and withheld from such consideration in accordance with the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other applicable law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such deducted and withheld amounts are remitted to the appropriate taxing authority.

6. RIGHTS OF DISSENT

- 6.1 Resverlogix Shareholders shall be entitled to exercise dissent rights ("Dissent Rights") with respect to the Resverlogix Common Shares pursuant to and in the manner set forth in Section 191 of the ABCA as modified by the Interim Order and this Section 6, but provided that notwithstanding subsection 191(5)(a) of the ABCA, such Dissenting Shareholder delivers to Resverlogix written objection to the Arrangement by 5:00 p.m. (Calgary time) on the second Business Day immediately prior to the date of the Meeting and otherwise complies with Section 191 of the ABCA (the "Dissent Procedures").
- 6.2 If the Arrangement is concluded, a Resverlogix Shareholder who exercises Dissent Rights in strict compliance with the Dissent Procedures shall be entitled to be paid by Resverlogix the fair value of the Resverlogix Common Shares held by such Dissenting Shareholder, determined as provided for in the ABCA, as modified by the Interim Order and this Section 6, provided that any such Dissenting Shareholder who exercises such right to dissent and who:
- (a) is ultimately entitled to be paid fair value for its Resverlogix Common Shares shall be deemed to have transferred its Resverlogix Common Shares to Resverlogix in consideration for a debt claim against Resverlogix to be paid fair value of such Resverlogix Common Shares pursuant to the Dissent Procedures, and shall not be entitled to any other payment or consideration, including any payment under the Arrangement had such holders not exercised their Dissent Rights; or
 - (b) is for any reason ultimately not entitled to be paid fair value for its Resverlogix Common Shares; shall be deemed to have participated in the Arrangement as of the Effective Time at the same terms and at the same time as a non-dissenting Resverlogix Shareholder and shall be issued only the same consideration which a Resverlogix Shareholder is entitled to receive under the Arrangement as if such Dissenting Shareholder would not have exercised Dissent Rights.
- 6.3 The aggregate of all amounts paid to Resverlogix Shareholders by Resverlogix in respect of Resverlogix Common Shares for which Dissent Rights are exercised in accordance with Section 6.2 shall be deducted from the stated capital account maintained by Resverlogix for the Resverlogix Common Shares.
- 6.4 The amount of any deemed dividend resulting from the application of subsection 84(3) of the Tax Act to the repurchase of the Resverlogix Common Shares held by Dissenting Shareholders is hereby designated by Resverlogix as an Eligible Dividend.
- 6.5 For greater certainty, in addition to any other restrictions in Section 191 of the ABCA, no Person who has voted in favour of this Plan of Arrangement shall be entitled to dissent with respect to this Plan of Arrangement.

7. AMENDMENT

- 7.1 Resverlogix reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is filed with the Court and, if made following the Meeting, then: (i) approved by the Court; and (ii) if the Court directs, approved by the Resverlogix Shareholders and in any event communicated to them, and in either case in the manner required by the Court.
- 7.2 Any amendment, modification or supplement to this Plan of Arrangement proposed by Resverlogix, may be made at any time prior to or at the Meeting, with or without any other prior notice or communication and, if so proposed and accepted by Persons voting at the Meeting (other than as may be required under the Interim Order) shall become part of this Plan of Arrangement for all purposes.
- 7.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting will be effective only if it is consented to by Resverlogix and, if required by the Court, by the Resverlogix Shareholders.
- 7.4 Notwithstanding the foregoing provisions of this Section 7, no amendment, modification or supplement of this Plan of Arrangement may be made prior to the Effective Time except in accordance with the terms of the Arrangement Agreement.

SCHEDULE A

Share Conditions attaching to Resverlogix New Common Shares, Resverlogix Common Shares, Resverlogix Class A Preferred Shares, Resverlogix Preferred Shares and Resverlogix Royalty Preferred Shares at the time of the amendment contemplated in subsection 3.1(b) of the Plan of Arrangement

1. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares shall be as follows:
 - (a) The holders of Class A Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Class A Common Share shall entitle the holder thereof to two votes in respect of each Class A Common Share held.
 - (b) Subject to the preferences accorded to the holders of the any class of preferred shares, the holders of Class A Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Class A Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution after the payment to the holders of any class of preferred shares, in accordance with the preference on liquidation, dissolution or winding-up accorded to the holders of any class of preferred shares.

2. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - (a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - (b) Subject to the preferences accorded to the holders of the any class of preferred shares, the holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution after the payment to the holders of any class of preferred shares, in accordance with the preference on liquidation, dissolution or winding-up accorded to the holders of any class of preferred shares.

3. The rights, privileges, restrictions and conditions attaching to the Class A Preferred Shares are as follows:
 - (a) Subject to applicable law, holders of the Class A Preferred Shares will not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and will not be entitled to vote at any such meeting.

- (b) The holders of the Class A Preferred Shares will be entitled to receive non-cumulative cash dividends, if, as and when declared by the Board, in such amounts and payable in such manner and at such times as the Board may from time to time determine. The Board may, in its sole discretion, declare dividends on the Class A Preferred Shares to the exclusion of any other class of shares of the Corporation.
- (c) In the event of the liquidation, dissolution or winding up of the Corporation whether voluntary or involuntary, the holders of the Class A Preferred Shares will be entitled to receive, before any amount shall be paid by the Corporation or any assets of the Corporation shall be distributed to the holders of Class A Common Shares, Common Shares, Preferred Shares and Royalty Preferred Shares or holders of any other shares of any other class of the Corporation, an amount equal to the Redemption Amount (as defined in paragraph 3(d) below) in respect of each Class A Preferred Share held by them, respectively, to the extent of the amount or value of the assets of the Corporation available under applicable law for payment to holders of shares of the Corporation upon liquidation, dissolution or winding up of the Corporation. After payment to the holders of the Class A Preferred Shares of the amount provided above in this paragraph 3(c), such holders will not be entitled to share in any further distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs.
- (d) The Corporation may redeem at any time the whole, or from time to time any part, of the then issued and outstanding Class A Preferred Shares from the holders thereof on payment (which may, at the discretion of the Corporation, be made through the issuance of a promissory note or promissory notes) of an amount for each Class A Preferred Share to be redeemed equal to: (i) the aggregate fair market value of: (a) all of the issued and outstanding common shares of RVX Therapeutics Inc. immediately before the issuance of the Class A Preferred Shares as described in subsection 3.1(c) of the Plan of Arrangement; plus (b) an amount equal to the aggregate of the Therapeutics Cash Amount and the Therapeutics Debt Amount (as such terms are defined in the Plan of Arrangement); divided by (ii) the number of issued and outstanding Class A Preferred Shares (the "Class A Preferred Share Redemption Amount"). For the purposes of this paragraph 3(d), "Plan of Arrangement" means the Plan of Arrangement to which this Schedule A is attached.
- (e) Subject to applicable law, a holder of Class A Preferred Shares will be entitled to require the Corporation to redeem, at any time, all or any of the Class A Preferred Shares held by such holder, by tendering to the Corporation at its registered office a share certificate or certificates representing the Class A Preferred Shares that the holder wishes to have the Corporation redeem together with a written request specifying the number of Class A Preferred Shares to be redeemed and the business day (referred to herein as the "Retraction Date") on which the holder wishes to have the Corporation redeem the Class A Preferred Shares. Following receipt of such share certificate or certificates and written request, the Corporation will, on the Retraction Date (or as soon as practicable thereafter), redeem such Class A Preferred Shares by paying to the holder the Class A Preferred Share Redemption Amount for each Class A Preferred Share so redeemed.
- (f) Any Class A Preferred Shares that are redeemed by the Corporation as aforesaid will for all purposes be considered to have been redeemed on, and will be cancelled concurrently with, the payment of the Class A Preferred Share Redemption Amount by the Corporation to or for the benefit of the holder thereof.

- (g) For so long as any Class A Preferred Shares are outstanding, the Corporation will not: (i) declare or pay any dividend on the shares of any other class of the Corporation; or (ii) redeem, purchase for cancellation or otherwise acquire any shares of any other class of the Corporation, if, in the opinion of the board of directors of the Corporation, the payment of such dividend or the consideration payable in connection with such redemption, purchase or other acquisition, as the case may be, would reduce the net realizable value of the assets of the Corporation (after taking into account all liabilities of the Corporation) to an amount that is less than the product of the Class A Preferred Share Redemption Amount of each Class A Preferred Share multiplied by the number of Class A Preferred Shares outstanding immediately before the time of payment of such dividend or consideration, as the case may be.
- (h) For the purposes of subsection 191(4) of the *Income Tax Act* (Canada), the amount specified in respect of each Class A Preferred Share shall be the amount specified by a director or an officer of the Corporation in a certificate that is made: (i) effective concurrently with the issuance of such Class A Preferred Shares; and (ii) pursuant to a resolution of the board duly passed and evidenced in writing authorizing the issuance of such Class A Preferred Share, such amount to be expressed as a dollar amount (and not expressed as a formula) and shall be equal to the fair market value of the consideration for which such Class A Preferred Shares is issued.

4. The rights, privileges, restrictions and conditions attaching to the Preferred Shares are as follows:

- (a) The board of directors may at any time and from time to time issue the Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the board of directors.
- (b) The board of directors of the Corporation may (subject to as hereinafter provided) from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a distribution of capital of the Corporation; the extent, if any, of further participation in a distribution of capital; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.
- (c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Shares shall be entitled, in priority to the holders of common shares and any other shares of the Corporation ranking junior to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.
- (d) The holders of each series of Preferred Shares shall be entitled, in priority to the holders of common shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

5. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:

(a) Definitions:

- (i) “**ABCA**” means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
- (ii) “**Additional Royalty Dividend Payment**” has the meaning attributable to such term in subsection 5(c)(iii);
- (iii) “**Affiliate**” means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; “control” in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;
- (iv) “**ApoA-1**” means Apolipoprotein A-1;
- (v) “**ApoA-1 Therapeutic Field**” means the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in therapeutic relevant elevation in the plasma levels of ApoA-1 that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams – b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;
- (vi) “**Apo Products**” means any product, device, process, substance, composition or service that falls within the ApoA-1 Therapeutic Field and in respect of which the Corporation has an Apo Intellectual Property Right;
- (vii) “**Apo Intellectual Property Right**” means any right, whether under a patent, patent application or invention disclosure or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition or service that falls within an ApoA-1 Therapeutic Field;
- (viii) “**Liquidation Event**” has the meaning attributable to such term in subsection 5(d);
- (ix) “**Licensee**” means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;
- (x) “**Net Apo Revenue**” means the aggregate of the following amounts:
 - (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a “**third party**”) in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture,

modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;

- (B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Apo Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; and (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); and
- (C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any Apo Intellectual Property Right;
- (xi) “Person” means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;
- (xii) “Pharmaceutical Agent” means a compound or composition covered by an Apo Intellectual Property Right;
- (xiii) “Royalty Amount” means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

- (A) 6% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is less than or equal to US\$1 billion;
- (B) 8% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$1 billion but less than or equal to US\$2 billion;
- (C) 10% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$2 billion but less than or equal to US\$5 billion; and

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

and

C is the number of Royalty Preferred Shares issued on the date of the Plan of Arrangement;

(xiv) "Royalty Dividend Payment" means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;

(xv) "Royalty Dividend Payment Date" means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;

(xvi) "Royalty Dividend Payment Period" means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;

(xvii) "Semi-Annual Royalty Dividend Payment" has the meaning ascribed to such term in subsection 5(c)(i);

(xviii) "Semi-Annual Royalty Payment Amount" has the meaning ascribed to such term in subsection 5(c)(i)(A);

(xix) "Semi-Annual Royalty Dividend Payment Date" means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;

(xx) "Semi-Annual Royalty Dividend Payment Period" means the period from May 1 to October 31 of each fiscal year;

(xxi) "Tax Factor" means

$$A \div B$$

where

A is one; and

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

(xxii) "Yearly Royalty Dividend Payment" has the meaning ascribed to such term in subsection 5(c)(i)(B);

(xxiii) "Yearly Royalty Dividend Payment Date" means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and

(xxiv) "Yearly Royalty Dividend Payment Period" means the period from May 1 to April 30 of each fiscal year.

- (b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.
- (c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:
 - (i) For each Royalty Preferred Share held:
 - (A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to:
 - (1) the Royalty Amount for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date (the “Semi-Annual Royalty Payment Amount”); multiplied by
 - (2) the Tax Factor(the “Semi-Annual Royalty Dividend Payment”); and
 - (B) on each Yearly Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the difference between:
 - (1) the Royalty Amount for the Yearly Royalty Dividend Payment Period immediately preceding such date; and
 - (2) the Semi-Annual Royalty Payment Amount for the Semi-Annual Royalty Dividend Payment Date immediately preceding such date,(the “Yearly Royalty Dividend Payment”).
 - (ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net Apo Revenue for the applicable Royalty Dividend Payment Period with the supporting calculation.
 - (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the “Additional Royalty Dividend Payment”).
 - (iv) No dividend or distribution with respect to common shares or any class of shares of the Corporation, other than the Class A Preferred Shares, may be paid unless all accrued Royalty Dividend Payment and Additional Royalty Dividend Payments on the Royalty Preferred Shares then issued and outstanding shall have been declared and paid in full in cash.

- (v) In the event that the Corporation:
 - (A) does not have sufficient funds on the applicable Royalty Dividend Payment Date to pay the Royalty Dividend Payment in cash; or
 - (B) is prohibited under the ABCA from paying the Royalty Dividend Payment in cash,

the amount of the Royalty Dividend Payment and applicable Additional Royalty Dividend Payment shall be added to and form part of the amounts payable under subsection 5(d); provided, however, that the Corporation shall have provided to each holder of the Royalty Preferred Shares a certificate of two qualified directors or senior officers of the Corporation certifying that the Corporation does not have sufficient funds or is prohibited under the ABCA from paying the Royalty Dividend Payment in cash on the applicable Royalty Dividend Payment Date.

- (vi) The holders of the Royalty Preferred Shares shall not be entitled to any dividends on the Royalty Preferred Shares other than the Royalty Dividend Payments and Additional Royalty Dividend Payments hereinbefore provided for.
 - (vii) The Corporation is required to, and will, make an election in respect of the Royalty Preferred Shares under subsection 191.2(1) of the *Income Tax Act* (Canada) by filing the prescribed form with the Minister of National Revenue within the required time period.
- (d) In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs (a "Liquidation Event"), the holders of the Royalty Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of Common Shares or other shares of the Corporation ranking junior to the Royalty Preferred Shares, an amount equal to the greater of: (i) \$1.00 divided by the number of outstanding Royalty Preferred Shares; and (ii) the amount of any accrued, but unpaid Royalty Dividend Payment and Additional Royalty Dividend Payment. For purposes of computing the accrued but unpaid Royalty Dividend Payment due to the holder of the Royalty Preferred Shares pursuant to this subsection 5(d), the date of such Liquidation Event shall be deemed to be a Royalty Dividend Payment Date and the Royalty Amount and the Royalty Dividend Payment shall be computed on such date, taking into account, for greater certainty, all amounts received by the Corporation, its Affiliates or any Licensee on the Liquidation Event attributable to Apo Products, in computing the Net Apo Revenue to such date. After payment to the holders of the Royalty Preferred Shares of the amount so payable to such holders as herein provided, the holders of the Royalty Preferred Shares shall not be entitled to share in any further distribution of the property or assets of the Corporation.
 - (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:

- (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
- (ii) (A) increase any maximum number of authorized shares of a class;
(B) issue any shares of any class; or
(C) create a new class of shares,
having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or
- (iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

SCHEDULE B

Share Conditions attaching to Resverlogix New Common Shares, Resverlogix Preferred Shares and Resverlogix Royalty Preferred Shares at the time of the amendment contemplated in subsection 3.1(h) of the Plan of Arrangement

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

with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

3. The rights, privileges, restrictions and conditions attaching to the Royalty Preferred Shares are as follows:
- (a) Definitions:
- (i) “**ABCA**” means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations promulgated thereunder;
 - (ii) “**Additional Royalty Dividend Payment**” has the meaning attributable to such term in subsection 3(c)(iii);
 - (iii) “**Affiliate**” means any Person, or group of Persons entitled to carry on business in any country, which now or hereafter directly or indirectly controls, is controlled by, or is under common control with, the entity; “control” in an affiliate requires ownership of fifty percent (50%) or more of: (A) voting stock of a Person which has issued voting stock; or (B) ownership interest in any other enterprise;
 - (iv) “**ApoA-1**” means Apolipoprotein A-1;
 - (v) “**ApoA-1 Therapeutic Field**” means the prevention, treatment or mitigation of any disease via the administration of a Pharmaceutical Agent that results in therapeutic relevant elevation in the plasma levels of ApoA-1 that in a predictable model of ApoA-1 expression, using either a human or nonhuman primate model, the Pharmaceutical Agent is demonstrated to have at least a seven percent (7%) increase in humans and fifty percent (50%) increase in nonhuman primates in the ApoA-1 plasma level in two consecutive weeks of treatment using less than 30 milligrams – b.i.d. (60 milligrams per day) of the Pharmaceutical Agent per kilogram of the weight of the subject;
 - (vi) “**Apo Products**” means any product, device, process, substance, composition or service that falls within the ApoA-1 Therapeutic Field and in respect of which the Corporation has an Apo Intellectual Property Right;
 - (vii) “**Apo Intellectual Property Right**” means any right, whether under a patent, patent application or invention disclosure or otherwise, to use, or to prevent others from using, any product, device, process, substance, composition or service that falls within an ApoA-1 Therapeutic Field;
 - (viii) “**Liquidation Event**” has the meaning attributable to such term in subsection 3(d);
 - (ix) “**Licensee**” means any Person that has any right to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products, including without limitation, a sublicensee of such Person;
 - (x) “**Net Apo Revenue**” means the aggregate of the following amounts:

- (A) amounts received by the Corporation or its Affiliates from any Person who is not the Corporation or its Affiliate (a "third party") in consideration for granting a license or other rights to the third party which entitle the third party to research, develop, make, manufacture, modify, administer, offer to sell, sell or distribute one or more of the Apo Products and/or Apo Intellectual Property Rights or amounts received under the terms of such license or other right that are granted to the third party;
- (B) the gross consideration received from a third party by the Corporation, any Licensee or their respective Affiliates from the sale of any Apo Product (other than consideration received by the Corporation, any Licensee or their respective Affiliates from a Licensee of such Apo Product or its Affiliate); less (1) credits or allowances, if any, actually granted; (2) discounts actually allowed; (3) freight, postage, and insurance charges and additional special packaging charges; and (4) customs duties, and excise sales taxes, duties or other taxes imposed upon and paid with respect to such sales (excluding what is commonly known as income taxes); and
- (C) amounts received from a third party by the Corporation or its Affiliates in consideration for the sale of any Apo Intellectual Property Right;
- (xi) "Person" means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;
- (xii) "Pharmaceutical Agent" means a compound or composition covered by an Apo Intellectual Property Right;
- (xiii) "Royalty Amount" means the amount computed on each Royalty Dividend Payment Date using the following formula:

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

where

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

and

B is:

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

- (B) 8% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$1 billion but less than or equal to US\$2 billion;
- (C) 10% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$2 billion but less than or equal to US\$5 billion; and
- (D) 12% of the aggregate Net Apo Revenue for the applicable Royalty Dividend Payment Period that is greater than US\$5 billion

and

C is the number of Royalty Preferred Shares issued on the date of the Plan of Arrangement;

- (xiv) **“Royalty Dividend Payment”** means Semi-Annual Royalty Dividend Payment or the Yearly Royalty Dividend Payment, as applicable;
- (xv) **“Royalty Dividend Payment Date”** means the Semi-Annual Royalty Dividend Payment Date or the Yearly Royalty Dividend Payment Date, as applicable;
- (xvi) **“Royalty Dividend Payment Period”** means the Semi-Annual Royalty Dividend Payment Period or the Yearly Royalty Dividend Payment Period, as applicable;
- (xvii) **“Semi-Annual Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i);
- (xviii) **“Semi-Annual Royalty Payment Amount”** has the meaning ascribed to such term in subsection 3(c)(i)(A);
- (xix) **“Semi-Annual Royalty Dividend Payment Date”** means the date that is three (3) months after the last day of the Semi-Annual Royalty Dividend Payment Period immediately preceding such date;
- (xx) **“Semi-Annual Royalty Dividend Payment Period”** means the period from May 1 to October 31 of each fiscal year;
- (xxi) **“Tax Factor”** means
 - A ÷ B
 - where
 - A is one; and
 - B is the aggregate of: (A) one; and (B) one multiplied by the rate of tax under Part VI.1 of the *Income Tax Act* (Canada) applicable to a dividend on the Royalty Preferred Shares;
- (xxii) **“Yearly Royalty Dividend Payment”** has the meaning ascribed to such term in subsection 3(c)(i)(B);

- (xxiii) “Yearly Royalty Dividend Payment Date” means the date that is four (4) months after the last day of the Yearly Royalty Dividend Payment Period immediately preceding such date; and
- (xxiv) “Yearly Royalty Dividend Payment Period” means the period from May 1 to April 30 of each fiscal year.
- (b) Subject to the ABCA, the registered holders of each Royalty Preferred Share shall not be entitled to receive notice of or attend meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings other than in respect of separate meetings of the holders of the Royalty Preferred Shares.
- (c) Holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon cumulative preferential dividends as follows:
 - (i) For each Royalty Preferred Share held:
 - (A) on each Semi-Annual Royalty Dividend Payment Date, an amount equal to:
 - (1) the Royalty Amount for the Semi-Annual Royalty Dividend Payment Period immediately preceding such date (the “Semi-Annual Royalty Payment Amount”); multiplied by
 - (2) the Tax Factor(the “Semi-Annual Royalty Dividend Payment”); and
 - (B) on each Yearly Royalty Dividend Payment Date, an amount equal to the Tax Factor multiplied by the difference between:
 - (1) the Royalty Amount for the Yearly Royalty Dividend Payment Period immediately preceding such date; and
 - (2) the Semi-Annual Royalty Payment Amount for the Semi-Annual Royalty Dividend Payment Date immediately preceding such date,(the “Yearly Royalty Dividend Payment”).
 - (ii) Payment of each Royalty Dividend Payment shall be accompanied by a report summarizing the amount of the Net Apo Revenue for the applicable Royalty Dividend Payment Period with the supporting calculation.
 - (iii) In the event that the Corporation does not declare and pay the Royalty Dividend Payment on the applicable Royalty Dividend Payment Date, holders of Royalty Preferred Shares shall be entitled to receive and the Corporation shall pay in cash thereon, additional cumulative preferential dividends in an amount equal to twenty percent (20%) per annum of the Royalty Dividend Payment payable on such Royalty Dividend Payment Date, multiplied by the Tax Factor, calculated daily and compounded monthly (the “Additional Royalty Dividend Payment”).

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

(v) In the event that the Corporation:

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

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

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

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

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

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

- (e) The holders of Royalty Preferred Shares shall be entitled to vote separately as a class, and shall be entitled to dissent, upon a proposal to amend the constating documents of the Corporation to:
 - (i) (A) increase or decrease any maximum number of Royalty Preferred Shares in the capital of the Corporation; or (B) issue any Royalty Preferred Shares;
 - (ii) (A) increase any maximum number of authorized shares of a class;
(B) issue any shares of any class; or
(C) create a new class of shares,
having rights or privileges equal or superior to the Royalty Preferred Shares with respect to rights to dividends or distributions or rights in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the Corporation among its shareholders for the purpose of winding up its affairs; or
 - (iii) effect an exchange, reclassification or cancellation of all or part of the Royalty Preferred Shares.

SCHEDULE C

Calculation of the Therapeutics Cash Amount and Therapeutics Debt Amount

Therapeutics Cash Amount	CAD\$10,000,000
Therapeutics Debt Amount	US\$19,094,956.81

CORPORATE ACCESS NUMBER: 2011518541

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

RESVERLOGIX CORP.
AMENDED ITS ARTICLES ON 2007/09/13.



Articles of Amendment

Business Corporations Act
Section 29 or 177

1. Name of Corporation

2. Corporate Access No.

RESVERLOGIX CORP.	2011518541
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3. Item number 5 of the Articles of the above named corporation is amended in accordance with Section 173(1)(l) of the Business Corporations Act to change the number of Directors to a Minimum of 3 and a Maximum of 12.

Authorized Signature

John C. Hunter
Name of Person Authorizing

September 12, 2007
Date

Identification

Authorized Agent
Title

Name/Structure Change Alberta Corporation - Registration Statement

Alberta Amendment Date: 2007/09/13

Service Request Number: 10564918
Corporate Access Number: 2011518541
Legal Entity Name: RESVERLOGIX CORP.
French Equivalent Name:
Legal Entity Status: Active

Alberta Corporation Type: Named Alberta Corporation
New Legal Entity Name: RESVERLOGIX CORP.
New French Equivalent Name:
Nuans Number:
Nuans Date:
French Nuans Number:
French Nuans Date:

Share Structure: SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions: NONE
Number of Directors:
Min Number Of Directors: 3
Max Number Of Directors: 12
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED
BCA Section/Subsection: 173(1)(L)

Professional Endorsement Provided:
Future Dating Required:

Annual Return

File Year	Date Filed
2007	2007/01/24
2006	2006/02/17

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2005/02/07
Other Rules or Provisions	ELECTRONIC	2005/02/07
Statutory Declaration	10000803000534209	2005/02/07

Registration Authorized By: JOHN HUNTER
AGENT OF CORPORATION

CORPORATE ACCESS NUMBER: 2011518541

Alberta

BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMALGAMATION**

RESVERLOGIX CORP.
IS THE RESULT OF AN AMALGAMATION FILED ON 2005/02/07.



**Articles of Amalgamation
For
RESVERLOGIX CORP.**

Share Structure: SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions: NONE
Number of Directors:
Min Number of Directors: 3
Max Number of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE SCHEDULE "B" ATTACHED

Registration Authorized By: MICHAEL REMPEL
SOLICITOR

SCHEDULE A

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

The Corporation is authorized to issue:

- a. an unlimited number of Common Shares;
- b. an unlimited number of Preferred Shares;

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

A. COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

1. The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote.
2. Subject to the preferences accorded to the holders of the Preferred Shares, the holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
3. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled to receive pro rata all of the assets remaining for distribution after the payment to the holders of the Preferred Shares, in accordance with the preference on liquidation, dissolution or winding-up accorded to the holders of the Preferred Shares.

B. PREFERRED SHARES

The Preferred Shares shall, as a class, have the following rights, privileges, restrictions and conditions:

1. The board of directors of the Corporation may at any time and from time to time issue the Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the board of directors.
2. The board of directors of the Corporation may (subject to as hereinafter provided) from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a distribution of capital of the Corporation; the extent, if any, of further participation in a distribution of capital; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.
3. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares on a distribution of capital, to be paid rateably with the holders of each other series of Preferred Shares the amount, if any,

specified as being payable preferentially to the holders of such series on a distribution of capital of the Corporation.

4. The holders of each series of Preferred Shares shall be entitled, in priority to the holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the payment of cumulative dividends, to be paid rateably with the holders of each other series of Preferred Shares, the amount of cumulative dividends, if any, specified as being payable preferentially to the holders of such series.

SCHEDULE "B"

OTHER RULES & PROVISIONS

The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual meeting of the Corporation.