
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **November 22, 2012**

LEXARIA CORP.

(Exact name of registrant as specified in its charter)

Nevada
*(State or other jurisdiction of
incorporation)*

000-52138
(Commission File Number)

20-2000871
(IRS Employer Identification No.)

#950 – 1130 West Pender Street, Vancouver, British Columbia, Canada V6E 4A4

*Registrant's telephone number, including area code: **(604) 602-1675***

*_____
(Former name or former address, if changed since last report.)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

Item 2.03 Creation of Direct Financial Obligation

On November 22, 2012 the Company entered into an Amendment to existing Agreements with maturity dates of month to month and December 1, 2012 with CAB Financial Services Ltd., David DeMartini, Emerald Atlantic LLC, and other debt holders of the Company ("Lenders"). The following are the abridged terms to the Amended Agreements:

- (1) If certain strategic developments occur prior to December 31, 2012, then the Company will repay prior to January 25, 2013, the full amount of the outstanding loan due, including all the normal interest due, plus a bonus payment of an additional 30-days interest payment.
 - (2) If certain strategic developments occur **after** December 31, 2012, or not at all, then the Company will repay the full amount of the outstanding loan due as per the following:
 - (i) The loan repayment schedule will be converted to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to the Company, it agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, the Company is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If the Company makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then the Company will grant a lien to the Lender on all such capital investments; and,
 - (vi) If the Company should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as the Company, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of the Company's interest in any new well(s); and,
 - (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of the Company; and,
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- (viii) The Company retains the right to repay the Loan in full in advance of November 27, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

The Company and Purchases hereby agree that all previous Loan Agreements are terminated and any amounts due and owing there under are replaced and superseded by the Promissory Notes issued by the Company pursuant to the Purchase Agreement.

Item 7.01 Regulation FD Disclosure.

A copy of the news release announcing the Amendment to Existing Agreements is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit No.	Description
10.1	Amendment to Existing Agreements dated November 22, 2012 (9)
99.1	Press Release dated November 23, 2012

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: November 23, 2012

(Signature) Lexaria Corp.
By: “/s/ Chris Bunka”
Chris Bunka
President & CEO

AMENDMENT TO EXISTING AGREEMENT

THIS AMENDMENT (the "Agreement") is made effective as of this 22th day of November, 2012

BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the "Company," or, "Lexaria")

AND:

CAB Financial Services Ltd.
#205, 171 Commercial Drive
Kelowna, BC
V1X 7W2

(the "Lender")

WHEREAS:

Article 1 - The Lender has previously loaned US\$100,000 to Lexaria through a secured convertible debenture with a maturity date of December 1, 2012 (the "Initial Agreement") and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria's control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The December 1, 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
-

- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

(5) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada as applicable to contracts made and performed therein.

(6) The Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(7) This Agreement may be executed by delivery of executed signature pages by fax or by scan and email, and such execution will be effective for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LEXARIA CORP

LENDER

Per: /s/ Bal Bhullar
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director

AMENDMENT TO EXISTING AGREEMENT

THIS AMENDMENT (the “**Agreement**”) is made effective as of this 22th day of November, 2012

BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the “**Company**,” or, “**Lexaria**”)

AND:

Cielo Investment, LLC
5046 Weatherstone Circle
Sugar Land, TX
77479

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$250,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria’s control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The December 1, 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
-

- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

(5) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada as applicable to contracts made and performed therein.

(6) The Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(7) This Agreement may be executed by delivery of executed signature pages by fax or by scan and email, and such execution will be effective for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



AMENDMENT TO EXISTING AGREEMENT

THIS AMENDMENT (the "**Agreement**") is made effective as of this 22th day of November, 2012

BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the "**Company**," or, "**Lexaria**")

AND:

David DeMartini
11714 Spriggs Way
Houston, TX
77024

(the "**Lender**")

WHEREAS:

Article 1 - The Lender has previously loaned US\$50,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the "**Initial Agreement**") and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria's control, necessitating new provisions for the repayment of the loaned funds.

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(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
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- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

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LENDER

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Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

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Title:

Per: _____
Authorized Signatory

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BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the “**Company**,” or, “**Lexaria**”)

AND:

Emerald Atlantic, LLC
11714 Spriggs Way
Houston, TX
77024

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$120,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria’s control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The December 1, 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
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- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
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LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



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(the “**Company**,” or, “**Lexaria**”)

AND:

Fred Hoffman
2023 Bissonnet Street
Houston, TX
7005-164

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$50,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

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 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
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- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

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LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



AMENDMENT TO EXISTING AGREEMENT

THIS AMENDMENT (the “**Agreement**”) is made effective as of this 22th day of November, 2012

BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the “**Company**,” or, “**Lexaria**”)

AND:

James Ihrke
55 Montrose Road
Mount Pleasant, SC
29464

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$100,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria’s control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The December 1, 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
-

- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

(5) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada as applicable to contracts made and performed therein.

(6) The Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(7) This Agreement may be executed by delivery of executed signature pages by fax or by scan and email, and such execution will be effective for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



AMENDMENT TO EXISTING AGREEMENT

THIS AMENDMENT (the “**Agreement**”) is made effective as of this 22th day of November, 2012

BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the “**Company**,” or, “**Lexaria**”)

AND:

Mathew Ihrke
2850 Cherry Lane
Northbrook, IL
60062

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$50,000 to Lexaria through a secured convertible debenture with a maturity date of November 30, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria’s control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The December 1, 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of December 1, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 12% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of December 1, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
-

- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of December 1, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

(5) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada as applicable to contracts made and performed therein.

(6) The Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(7) This Agreement may be executed by delivery of executed signature pages by fax or by scan and email, and such execution will be effective for all purposes.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director

AMENDMENT TO EXISTING AGREEMENT

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BETWEEN:

LEXARIA CORP., a company incorporated under the laws of the State of Nevada, having a business office at #950 - 1130 West Pender, Vancouver, British Columbia, Canada V6E 4A4

(the “**Company**,” or, “**Lexaria**”)

AND:

Morgan Bunka
2316 Bella Vista Street
Kelowna BC
V1P 1S1

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned CDN\$110,000 to Lexaria through a note dated October 21, 2010 payable on a month-to-month basis (the “**Amended Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

Article 3 - The viability of selling the Belmont Lake Oil Field interests, and the timing of a potential sale, is beyond Lexaria’s control, necessitating new provisions for the repayment of the loaned funds.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

(1) All of the terms, conditions and obligations of the Initial Agreement remain valid and in force for the period of time that this Amendment is effective except for those terms, conditions and obligations that are specifically amended by way of this Agreement.

(2) The November 2012 interest payment for the month of November 2012 will be made normally as per the Initial Agreement.

(3) If the Belmont Lake Oil Field interests have been sold and the transaction has closed including all funds from the transaction received by Lexaria prior to December 31, 2012 (the "**Closing**"), then Lexaria will repay prior to January 25, 2013, the full amount of the outstanding loan due at the time of the Closing, including all the normal interest due up to the Closing, plus a bonus payment of an additional 30-days interest payment.

(4) If the Belmont Lake Oil Field interests have been sold and the transaction closes **after** December 31, 2012, or if the Belmont Lake Oil Field interests **do not** sell, then Lexaria will repay the full amount of the outstanding loan due as per the following:

- (i) The loan repayment schedule will be converted, with an effective date of November 27, 2012, to 12 equal monthly principal payments that together will repay 100% of the principal amount, plus interest at 18% on the monthly declining balance, in arrears; and,
 - (ii) The first payment of interest and principal shall be due on January 1, 2013; and,
 - (iii) In recognition of the 12-month extension of repayment being granted by the Lender to Lexaria, Lexaria agrees to pay a one-time bonus interest payment of 6% of the principal amount that is outstanding as of November 27, 2012, and to submit this one-time payment not later than January 25, 2013; and,
 - (iv) If during any period of time prior to the full repayment of the principal amount, Lexaria is in arrears on the monthly interest and principal payments for 90 days, then the interest rate outstanding on all unpaid principal amounts at that time will be increased to 18%; and,
 - (v) If Lexaria makes capital investments cumulatively exceeding \$50,000 prior to that time when full repayment of the loan has occurred, then Lexaria will grant a lien to the Lender on all such capital investments; and,
 - (vi) If Lexaria should drill any new well(s) in the Belmont Lake Oil Field prior to that time when full repayment of the loan has occurred, then the Lender shall have the right, upon 30 days notice from Lexaria, to financially participate in that well under the same terms and conditions as Lexaria, as to the Lender's **pro-rata portion of a cumulative total** of \$930,000, which is the total amount of loans being amended under the terms of this Agreement, and limited to all Lenders cumulatively to not more than 30% of Lexaria's interest in any new well(s); and,
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- (vii) The rights granted to the Lender under Section (4)(vi), above, are transferable only with the written approval, in advance, of Lexaria; and,
- (viii) Lexaria retains the right to repay the Loan in full in advance of November 27, 2013 at any time along with the interest due as of the day of full repayment, this right does not negate the rights of Section (4)(iii).

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LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



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(the “**Company**,” or, “**Lexaria**”)

AND:

David DeMartini
11714 Spriggs Way
Houston, TX
77024

(the “**Lender**”)

WHEREAS:

Article 1 - The Lender has previously loaned US\$100,000 to Lexaria through a secured convertible debenture with a maturity date of December 1, 2012 (the “**Initial Agreement**”) and both Lexaria and the Lender agree to amend the terms, by way of this Agreement, under which those funds are loaned;

Article 2 - Lexaria is attempting, along with third-party co-owners, to sell its interest in the Belmont Lake Oil Field for cash consideration and to use the proceeds to pay 100% of the loaned amount, with interest, to the Lender;

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LEXARIA CORP

LENDER

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Name: Bal Bhullar
Title: CFO, Director

Name:
Title:

Per: _____
Authorized Signatory

Name: Chris Bunka
Title: CEO, Director



November 23, 2012
Release #2012-17

Trading Symbols: LXP: OTCQB
LXX: CNSX

Lexaria Renegotiates Debt

Vancouver, BC—Lexaria Corp (LXP-OTCQB) (LXX-CNSX) (the "Company" or "Lexaria") is pleased to announce it has renegotiated and extended repayment terms on all debt that was otherwise due to mature by December 2012.

Lexaria has entered into debt amendment agreements with various existing debt holders with mutually agreeable terms for up to one year. No new debt was required by the Company. Under the terms of the new agreements these debts of a total of US\$930,000 will be paid in full by December 2013 to the various parties.

"Lexaria is grateful to its Lenders who continue to provide their support of our Company and projects, and we feel fortunate to be amongst such supporters," said Chris Bunka, President of Lexaria.

About Lexaria

Lexaria's shares are quoted in the USA with symbol LXP and in Canada with symbol LXX. The company searches for projects that could provide potential above-market returns and is exploring all strategic alternatives focused on building value.

To learn more about Lexaria Corp. visit www.lexariaenergy.com.

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Corp.
Chris Bunka CEO/Chairman
(250) 765-6424

FORWARD-LOOKING STATEMENTS

This release includes forward-looking statements. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, competitive positions, growth opportunities, plans and objectives of management for future operations, including statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other similar expressions are forward-looking statements. Such forward-looking statements are estimates reflecting the Company's best judgment based upon current information and involve a number of risks and uncertainties, and there can be no assurance that other factors will not affect the accuracy of such forward-looking statements. It is impossible to identify all such factors but they include and are not limited to the existence of underground deposits of commercial quantities of oil and gas; cessation or delays in exploration because of mechanical, weather, operating, financial or other problems; capital expenditures that are higher than anticipated; or exploration opportunities being fewer than currently anticipated. There can be no assurance that road or site conditions will be favorable for field work; no assurance that well treatments or workovers will have any effect on oil or gas production; no assurance that oil field interconnections will have any measurable impact on oil or gas production or on field operations, and no assurance that any expected new well(s) will be drilled or have any impact on the Company. There can be no assurance that expected oil and gas production will actually materialize; and thus no assurance that expected revenue will actually occur. There is no assurance the Company will have sufficient funds to drill additional wells, or to complete acquisitions or other business transactions. Such forward looking statements also include estimated cash flows, revenue and current and/or future rates of production of oil and natural gas, which can and will fluctuate for a variety of reasons; oil and gas reserve quantities produced by third parties; and intentions to participate in future exploration drilling. Adverse weather conditions including but not limited to surface flooding can delay operations, impact production, and cause reductions in revenue. The Company may not have sufficient expertise to thoroughly exploit its oil and gas properties. The Company may not have sufficient funding to thoroughly explore, drill or develop its properties. Access to capital, or lack thereof, is a major risk and there is no assurance that the Company will be able to raise required working capital. Current oil and gas production rates may not be sustainable and targeted production rates may not occur. Oil well production rates naturally decrease over time. Factors which could cause actual results to differ materially from those estimated by the Company include, but are not limited to, government regulation, managing and maintaining growth, the effect of adverse publicity, litigation, competition and other factors which may be identified from time to time in the Company's public announcements and filings.

The CNSX has not reviewed and does not accept responsibility for the adequacy or accuracy of this release.
