



**Item 1.0 Entry into a Material Definitive Agreement**

**Item 3.02 Unregistered Sales of Equity Securities**

On August 23, 2013, the Company entered into a six month agreement with Carmel Advisors LLC to assist the Company with the development and implementation of a public and investor relations and communications program, and provide ongoing assistance to the Company regarding the development and enhancement of the Company's public and market image.

Lexaria will issue 160,000 restricted shares at a deemed price of \$0.08 per share to Carmel Advisors LLC for their services as compensation.

The Company issued the shares to one (1) US person pursuant to the exemption from registration provided for under Rule 506 of Regulation D, promulgated under the United States Securities Act 1933, as amended. The Assignee represented that it was an "accredited investor" as such term is defined in Regulation D.

The securities referred to herein will not be and have not been registered under the United States Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

**Item 7.01 Regulation FD Disclosure.**

A copy of the news release announcing Investor Relations contract is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Agreement between Carmel Advisors LLC and the Company dated August 23, 2013</a>
<a href="#">99.1</a>	<a href="#">News Release dated August 26, 2013</a>

**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: August 26, 2013

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

---

AGREEMENT is to be effective as of the 23rd day of August, 2013, by and between Carmel Advisors LLC, maintaining its principal offices at 11995 El Camino Real, Suite 301, San Diego, CA 92130 (hereinafter referred to as "Carmel Advisors LLC"), and Lexaria Corp. (hereinafter referred to as "Client").

**W I T N E S E T H :**

**WHEREAS**, Carmel Advisors LLC is engaged in the business of providing and rendering public relations and communications services, and has knowledge, expertise and personnel to render the requisite services to Client; and

**WHEREAS**, Client is desirous of retaining Carmel Advisors LLC for the purpose of obtaining public relations and corporate communications services, so as to better, more fully and more effectively deal and communicate with its shareholders and the investment community.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements contained herein, it is agreed as follows:

**Engagement of Carmel Advisors LLC** Client herewith engages Carmel Advisors LLC, and Carmel Advisors LLC agrees to render to Client public relations, communications, advisory and consulting services, detailed more fully in the SCHEDULE A-2 addendum.

The consulting services to be provided by Carmel Advisors LLC shall include, but are not limited to, the development, implementation and maintenance of an ongoing program to increase the investment community's awareness of Client's activities and to stimulate the investment community's interest in Client. Client acknowledges that Carmel Advisors LLC's ability to relate information regarding Client's activities is directly related to the information provided by Client to Carmel Advisors LLC.

Client acknowledges that Carmel Advisors LLC will devote such time as is reasonably necessary to perform the services for Client, having due regard for Carmel Advisors LLC's commitments and obligations to other business for which it performs consulting services.

**Term and Termination.** This Agreement shall be for a period of six (6) months, commencing on the effective date hereof. If the parties hereto desire to extend the relationship, the parties will renew this Agreement or enter into a new Agreement.

**Treatment of Confidential Information.** Company shall not disclose, without the consent of Client, any financial and business information concerning the business, affairs, plans and programs of Client which are delivered by Client to Carmel Advisors LLC in connection with Carmel Advisors LLC's services hereunder, provided such information is plainly and prominently marked in writing by Client as being confidential (the "Confidential Information"). Carmel Advisors LLC will not be bound by the foregoing limitation in the event:

- (I) The Confidential Information is otherwise disseminated and becomes public information,  
*or*
- (II) Carmel Advisors LLC is required to disclose the Confidential Information pursuant to a subpoena or other judicial order.

---

**Representation by Carmel Advisors LLC of Other Clients.** Client acknowledges and consents to Carmel Advisors LLC rendering public relations, consulting and/or communications services to other clients of Carmel Advisors LLC engaged in the same or similar business as that of Client.

**Indemnification by Client as to Information Provided to Carmel Advisors LLC.** Client acknowledges that Carmel Advisors LLC, in the performance of its duties, will be required to rely upon the accuracy and completeness of information supplied to it by Client's officers, directors, agents and/or employees. Client agrees to indemnify, hold harmless and defend Carmel Advisors LLC, its officers, agents and/or employees from any proceeding or suit which arises out of or is due to the inaccuracy or incompleteness of any material or information supplied by Client to Carmel Advisors LLC.

**Indemnification by Carmel Advisors LLC.** Carmel Advisors LLC agrees to indemnify, hold harmless and defend Client, its officers, agents and/or employees from any proceeding or suit which arises out of or is due to the actions, negligent or otherwise, of Carmel Advisors LLC, its subsidiaries, agents, employees or affiliates in the performance of its obligations under the Agreement.

**Independent Contractor.** It is expressly agreed that Carmel Advisors LLC is acting as an independent contractor in performing its services hereunder. Client shall carry no workers compensation insurance or any health or accident insurance on Carmel Advisors LLC or consultant's employees. Client shall not pay any contributions to social security, unemployment insurance, Federal or state withholding taxes nor provide any other contributions or benefits that might be customary in an employer-employee relationship.

**Non-Assignment.** This Agreement shall not be assigned by either party without the written consent of the other party.

**Compensation.** SEE SCHEDULE A-1

**Notices.** Any notice to be given by either party to the other hereunder shall be sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to such party at the address specified on the first page of this Agreement or such other address as either party may have given to the other in writing.

**Modification and Waiver.** This Agreement may not be altered or modified except by writing signed by each of the respective parties hereof. No breach or violation of this Agreement shall be waived except in writing executed by the party granting such waiver.

**Entire Agreement.** This writing constitutes the entire Agreement between the parties, and replaces and supersedes any previous agreement that may exist. This Agreement can only be modified by a written contract signed by both parties. In the event that any party brings suit to enforce any part of this Agreement, the prevailing party shall recover attorney fees and legal costs.


**Governing Law/Venue.** This Agreement shall be governed under the laws of the State of California and any claim arising here from shall be submitted to a court of competent jurisdiction located in San Diego County, California.

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

CARMEL ADVISORS LLC

By:  Date: Aug 22/2013  
Colin Gibson  
Vice President

LEXARIA CORP.

By:  Date: Aug 23/13 By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Bunka  
CEO, President

END

**SCHEDULE A-1**  
**(COMPENSATION)**

For the services to be rendered and performed by Carmel Advisors LLC during the term of this Agreement, Client shall, upon acceptance of this Agreement, cause to be issued to the name of Carmel Advisors LLC:


One Hundred and Sixty Thousand (160,000) restricted shares of Lexaria Corp. stock per Canadian Securities Regulations due upon the execution of the Agreement, for (6) months of service.

The services of Carmel Advisors LLC will begin upon receipt of the above mentioned compensation.

**CARMEL ADVISORS LLC**

By:  Date: Aug 12<sup>th</sup> 2013  
Colin Gibson  
Vice President

**LEXARIA CORP.**

By:  Date: Aug 23/13 By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chris Bunka  
CEO, President

\*

**SCHEDULE A-2**  
(DESCRIPTION OF SERVICES)

Initial CEO Conference Call / Follow-Up Calls Can Be Recorded for Promotional Use

Investment Considerations / Bullet Points Developed

1 to 4-Page Corporate Stock Profile Prepared

Press Release Writing, Conception and Strategy, and Scheduling Services

Chat Room/Social Media Management – Investor Sentiment Management

Daily Outbound Tele-Campaign to New Investors

Proactive Market Maker Communications and Relations

Bid Support and Other Strategic Bid / Ask Representation

Current Shareholder Relations, Communications & Management

Postcard Mailers to Existing Shareholders and Target Investors

Gathering of Contact Information and Key Qualifying Data on All Existing Shareholders & Interested Investors

\*

---

END

---

5

\*

---

NEWS RELEASE

**Lexaria Corp. Engages Corporate Communications Firm**

*Kelowna, BC – August 26, 2013 - (LXRP-OTCBB) (LXX-CNSX)* Lexaria Corp. announces that it has entered into an agreement with Carmel Advisors LLC, of San Diego, CA, for the purposes of public relations and corporate communications services. The Company is confident that the relationship with Carmel Advisors will increase effective communications with shareholders and the investment community.

Payment for services is made by the issuance of 160,000 restricted common shares to Carmel Advisors LLC. The term of contract is for six months beginning August 23, 2013.

**About Lexaria**

Lexaria's shares are quoted in the USA under the symbol LXRP and in Canada under the symbol LXX. The company uses innovative solutions to participate in only those projects within the USA that can deliver economic returns in the top industry quartile.

To learn more about Lexaria Corp. visit [www.lexariaenergy.com](http://www.lexariaenergy.com).

**For further information, please contact:**

Chris Bunka  
Chairman & CEO  
Lexaria Corp.  
(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 will have any effect on oil or gas production; 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 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 any funds. Current oil and gas production rates may not be sustainable and targeted production rates may not occur. 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.*

---