
**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): June 8, 2015		
<u>LEXARIA CORP.</u> (Exact name of registrant as specified in its charter)		
<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>000-52138</u> (Commission File Number)	<u>20-2000871</u> (IRS Employer Identification No.)
#950 – 1130 West Pender Street, Vancouver, British Columbia, Canada V6E 4A4		
Registrant's telephone number, including area code: <u>(604) 602-1675</u>		
(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 3.02 Unregistered Sales of Equity Securities

On June 8, 2015, the Company signed an investor relations and public relations agreement with TDM Financial for 60 days at a cost of \$18,000.

On June 8, 2015, the Company issued 250,000 common shares valued at \$50,000 at \$0.19 per share to Ron Keleher (50,000 common shares) and Scott Urquart (200,000 common shares) with respect to agreements signed on April 2, 2015 and May 27, 2015. The Company issued the units to two (2) non-US persons in an off-shore transaction pursuant to the exemption from registration provided for under Regulation S, promulgated under the United States Securities Act of 1933, as amended. Each of the subscribers represented that they were not a "US person" as such term is defined in Regulation S.

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 the share issuance 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.

Exhibit No.	Description
<u>10.1</u>	<u>TDM Financial Agreement dated June 8, 2015</u>
<u>99.1</u>	<u>Press Release dated June 8, 2015</u>

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: June 8, 2015

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



TDM Financial

Powering SEC Filings.com

CannabisFN.com 60-day IR/PR Agreement for LXP

This Service Agreement ("Agreement") is made and entered into this 8th day of June 2015 ("Effective Date"), by and between Emerging Growth, LLC doing business as TDM Financial ("TDMFinancial" or "TDMF"), having its principal place of business at 913 Wisconsin Ave Suite 204, Whitefish, MT 59937, and **Lexaria Corp.** ("Client"). TDM Financial and Client may hereinafter be referred to as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, TDMFinancial is in the business of providing marketing solutions and strategies and other Services (as such term is defined below);

WHEREAS, Client wishes to engage TDMFinancial to provide the Services subject to the terms and conditions of this Agreement; and

WHEREAS, TDMFinancial is willing to provide such Services to Client subject to the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

A. SERVICES: Commencing with the Effective Date hereof and continuing throughout the Term per paragraph F. of this agreement, TDM Financial agrees to provide the following services to the Client (collectively, the "Services"):

Service Elements

- **Exclusive Video Highlight** - TDMF will film, edit, and publish one (1) new Skype interview segment with Client management that illuminates Client's material news announcement and incorporates Client's b-roll footage. This video highlight/interview will be carried in all distributions under this agreement.
- **Content & Distribution** - TDMF will write, publish, and distribute one (1) new feature length article covering the material news announcement during the term of this agreement through TDMF's CannabisFN network channels including emailing to an additional

- 50,000 cannabis investors per month of this agreement leveraging the additional article and any accompanying news.
- **Custom Email Creative** - TDMF will design a second new customized email creative that features the new video interview and article and send it to 150,000 targeted cannabis investors and enthusiasts during the term of this agreement.
 - **Exclusive SEC Filings.com Filing Alerts** - TDMF will design and embed an email creative carrying elements of the new article within real-time SEC filing email alerts that are sent to over 700,000 registered SEC Filings.com subscribers each month of this agreement.
 - **Media PR Pitch Sheet** - TDMF will design and develop a public relations "pitch sheet" to be socialized with contacts at all major media and news outlets offering access to the Client's executive team. The objective is to drive executive interviews and syndication of pitch sheet story across major financial and mainstream media outlets.
 - **Reporting** - The TDMF team will provide Client a final report at the conclusion of the term of this agreement which will include audience reach, viewing, and engagement metrics of our produced Client content.

B. Client Disclosure: In connection with TDMFinancial's activities on the Client's behalf, the Client will cooperate with TDMFinancial and will furnish TDMFinancial with all information and data concerning the Client (the "Information") which TDMFinancial deems appropriate. The Client represents and warrants that all Information made available to TDMFinancial by the Client will, at all times during the period of engagement of TDMFinancial hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made. The Client further represents and warrants that any projections provided by it to TDMFinancial will have been prepared in good faith and will be based upon assumptions, which, in light of the circumstances under which they are made, are reasonable. The Client acknowledges and agrees that, in rendering its services hereunder, TDMFinancial will be using and relying on the Information without independent verification thereof by TDMFinancial or independent appraisal by TDMFinancial of any of the Client's assets. TDMFinancial does not assume responsibility for any information regarding the Client. Finally, Client acknowledges and agrees in deciding to engage TDMFinancial that they have not relied upon any statements or written documents by TDMFinancial or any third party as to the possible results of this program.

C. Ownership: All content produced within this agreement will be the sole property of the client.

D. Creative Approval and Ownership: Our designers and developers will need regular and prompt access to the Client's design team to help with and to approve the design elements that this campaign produces. All materials created for this specific campaign will be the sole property of Client.

E. Payment Terms: In consideration for the Services provided by TDM Financial, Client will make one (1) cash payment, during the full term of this agreement, to TDM Financial totaling Eighteen Thousand Dollars (\$18,000.00).

Payment will follow this schedule:

\$18,000 due upon signing agreement

F. Term and Termination: The term of the Services outlined in paragraph A. per Agreement shall commence on the Effective Date set forth above and shall remain in effect for a period of sixty (60) days thereafter. Either Party shall be entitled to terminate this agreement immediately by notice to the other party, in the event of the following:

- a. If the other Party breaches any material provision hereof and does not cure such breach within ten (10) days of receipt of notice thereof from the other party; or
- b. If the other Party becomes bankrupt, is placed into the hands of a trustee, receiver, or manager on behalf of creditors as to the whole or a substantial part of its business, makes an assignment for the benefit of creditors, or ceases to carry on business.

G. Acceptance: TDMFinancial reserves the rights, in its sole discretion and without liability, to reject, omit or exclude any third party creative content for any or no reason at any time, with or without notice to the Client and regardless of whether such content was previously accepted or published. It is TDMFinancial's policy not to accept content, or content linked to pages, that contain material that is, in TDMFinancial's sole discretion, obscene or pornographic, encourages criminal behavior, violates normal standards of fairness and good taste, is detrimental to the public interest, or is otherwise inappropriate or incompatible with TDMFinancial. TDMFinancial is the final judge as to these terms and the application of this policy.

H. Indemnification: In addition to any other rights or remedies that TDMFinancial may have at law or in equity, Client agrees to save, defend, indemnify and hold TDMFinancial and its officers, directors and agents harmless against any expense or loss by reason of any claim arising out of or in connection with this Agreement, including without limitation any damages resulting from online publication and display of the content regardless of any actual or constructive knowledge thereof.

I. Reporting: TDMFinancial shall make available in writing or electronically a final campaign report, which will include impressions, clicks and yield percentages.

J. Invoicing and Payment: Payment is due upon signing agreement (outlined in paragraph E. Payment Terms).

K. Limitation on Liability: In no event will TDMFinancial or its directors, officers, employees, shareholders, affiliates, or agents be liable for special, indirect, incidental, consequential or reliance damages, including but not limited to, loss of data, loss of use, or loss of profits arising hereunder or from the provision of service, however

caused, whether for breach of contract, or under any other legal theory, whether foreseeable or not, and notwithstanding the failure of essential purpose of any limited remedy. Client agrees that these limitations of liability are reasonable and are agreed allocations of risk and are reflected in the fees agreed upon by the Parties. TDMFinancial shall not be liable for any costs arising from the failure to display content, delays in delivery and/ or non-delivery in the event of network difficulties or electronic malfunction affecting production or delivery in any manner. TDMFinancial is not liable for errors in content or omissions in any creative or content materials provided by Client. TDMFinancial's total liability arising out of this agreement or the services provided hereunder, whether based on contract, tort or otherwise, will not exceed the lesser of (1) the amount paid to TDMFinancial for the services rendered within the term of this agreement (see section A.) on Client's or Agent's behalf or (2) \$10,000.

L. TDM Financial Warranties and Representations: Except as otherwise described in this Agreement, TDMFinancial disclaims all warranties and representations of any kind, whether expressed or implied. TDMFinancial makes no representations or warranties to Client that the performance of its services and its other actions under this Agreement will produce any level of profit or business or that any defined action will lead to further economic benefit for Client.

M. Force Majeure: TDMFinancial is not liable for delays in delivery and/or non-delivery in the event of an Act-of-God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down or any condition beyond the control of TDMFinancial affecting production or delivery in any manner.

N. Confidentiality: The term "Confidential Information" will mean any confidential, nonpublic or proprietary information concerning each Party's products and services including information concerning each Party's partnerships, marketing plans or strategies, technology, customer or contact lists, relationships with third-party companies or any other information in which the Parties should reasonably know is confidential or proprietary. Each Party covenants and agrees that they will not disclose Confidential Information to any third party (except parents, affiliates or subsidiaries with a reasonable need to know provided each parent, affiliate, or subsidiary agrees to be bound by this provision prior to disclosure), copy, use or modify Confidential Information received from the disclosing party for any purpose not authorized by the disclosing Party. This covenant shall be enforceable during the term of this Agreement and shall continue to remain enforceable after the termination of this Agreement for a period of 2 years.

O. Dispute Resolution: If any dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the following location: State of California, Los Angeles County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to binding arbitration in the following location: State of California, Los Angeles County. The Parties agree that the binding arbitration will be conducted under the rules of the American Arbitration

Association. Judgment upon the award rendered by the arbitrator may be entered in any court with proper jurisdiction. Notwithstanding anything to the contrary contained herein, if Client does not make all payments described in paragraph E hereof, the Parties agree that TDMFinancial may elect to resolve any nonpayment dispute by submission to a court located in the State of California, Los Angeles County. If any litigation or arbitration is absolutely necessary to enforce this Agreement or the terms thereof, the prevailing Party shall be entitled to reimbursement by the other Party for reasonable attorneys' fees, costs and expenses. This Agreement will be governed by the laws of the State of California.

P. No Assignment: Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party; provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of all or substantially all the business of a Party (For purposes of this section, Accelerize Financial or the Online Marketing Services division of TDMFinancial is considered "the business") may acquire its rights and obligations hereunder. Any prohibited assignment shall be null and void.

Q. Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

R. Entire Agreement; Modification: This constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties. Conditions, other than rates, are subject to change by TDMFinancial without notice. No conditions other than those set forth herein and in the Insertion Order shall be binding on TDMFinancial unless specifically agreed to in writing by TDMFinancial. TDMFinancial will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions set forth herein and in the Insertion Order.

S. Agreement in Counterparts: This agreement may be signed by Client and TDMFinancial in counterparts, and facsimile signatures shall have the same force and effect as an original signature.

The Parties hereby acknowledge that they have read and understand this Agreement, and its Exhibits, Schedules, and Addenda if any, as attached hereto and incorporated by reference, and agree to be bound by all the provisions, terms, and conditions as specified herein.

In witness whereof, and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Lexaria Corp.



Authorized Signature

Chris Bunba

Printed Name

CEO

Title

June 8/15

Date

TDM Financial

Authorized Signature

Printed Name

Title

Date



Lexaria Enters Services Contract with TDM Financial

KELOWNA, BC--(Marketwired – June 8, 2015) - Lexaria Corp. (OTCQB: LXRP) (CNSX: LXX) (the "Company" or "Lexaria") has signed an IR/PR services agreement with TDM Financial valid for the next 60 days.

Lexaria expects to receive marketing expertise, video production services, public relations services, and news distribution to over 700,000 TDM Financial subscribers. Lexaria is paying \$18,000 for the services and no shares nor share purchase options are being awarded. Services are to begin immediately.

Separately, Lexaria has entered a consulting contract designed to provide services related to joint venture opportunities, sales and distribution channel efforts, executive search services, strategic financial advice, and more. The company has issued 250,000 restricted common shares to two unrelated-party services providers as a result of this agreement.

About Lexaria

Lexaria is a food sciences company focused on the delivery of cannabinoid compounds procured from legal, agricultural hemp, through gourmet foods based upon its proprietary infusion technologies. www.lexarienergy.com

About ViPova™

ViPova™ uses only legal CBD oil extracts, grown from agricultural hemp in locations where it is legal to do so, in ViPova™-branded tea. ViPova™ uses its patent-pending process to infuse concentrated amounts of CBD within lipids in its tea, providing more bioactivity and comfort to the body during the absorption process. Only ViPova™ has this ground-breaking technology for CBD/lipid infusion. www.vipova.com

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Corp.
Chris Bunka
Chairman & CEO
(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. 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. 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. There is no assurance that the medical marijuana, CBD sector, or alternative health businesses will provide any benefit to Lexaria, or that the Company will experience any growth through participation in these sectors. There is no assurance that existing capital is sufficient for the Company's needs or that it will need to attempt to raise additional capital. There is no assurance that any planned corporate activity, business venture, or initiative will be pursued, or if pursued, will be successful. There is no assurance that any cannabinoid-based product will promote, assist, or maintain any beneficial human health conditions whatsoever. There is no assurance that the cannabinoid/lipid infusion technology will provide any increase in bioavailability to any individual person. No statement herein has been evaluated by the Food and Drug Administration (FDA). ViPova™ products are not intended to diagnose, treat, cure or prevent any disease.

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