
**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): March 29, 2016

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

Item 3.02 Unregistered Sales of Equity Securities

Item 5.07 Submission of Matters to a Vote of Security Holders

On March 29, 2016, we closed the first tranche of a private placement offering of convertible debentures in the aggregate amount of USD\$45,000. The convertible debentures mature on August 31, 2020. The convertible debentures pay an interest rate of 10% per annum (on a simple basis) and are convertible at (i) USD\$0.12 per Conversion Share at any time prior to August 31, 2016 (ii) USD\$0.15 per Conversion Share at any time prior to August 31, 2017; (iii) USD\$0.20 per Conversion Share at any time prior to August 31, 2018 or, at the sole option of the Holder, a price equal to a 20% discount to the 10-day average closing price of the Common Shares on the Exchange prior to the date of conversion and adjusted for the applicable US dollar to Canadian dollar exchange rate on the last Business Day preceding the date of conversion (the “Average Price”) provided that the Average Price is less than USD\$0.20 and provided further that the Conversion Price shall not be less than US\$0.15; (iv) USD\$0.25 per Conversion Share at any time prior to August 31, 2019 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than USD\$0.25 and provided further that the Conversion Price shall not be less than USD\$0.15; and (v) USD\$0.30 per Conversion Share at any time prior to August 31, 2020 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than USD\$0.30 and provided further that the Conversion Price shall not be less than USD\$0.15.

The convertible debentures were issued to one (1) US persons, pursuant to the exemption from registration provided for under Rule 506 Regulation D, promulgated under the United States Securities Act 1933, as amended.

The Debentures have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States without registration or an applicable exemption from registration requirements.

On March 23, 2016, at 1 pm PDT, Lexaria Corp. (“Lexaria” or the “Company”) held its Annual and Special Meeting of Shareholders for the following purposes:

1. To elect Chris Bunka, Bal Bhullar, Ted McKechnie and Nicolas Baxter as directors of the Company for the ensuing year and until their successors are elected;
2. To ratify MNP LLP our independent registered public accounting firm for the fiscal year ending August 31, 2016 and to allow directors to set the remuneration;
3. To approve a change of of Company name to Lexaria Bioscience Corp.;
4. To transact such other business as may properly come before the Meeting or any adjournment of the postponement thereof.

All proposals were approved by the shareholders. The proposals are described in detail in the Company’s definitive proxy statement filed with the Securities and Exchange Commission on February 25, 2016. The results of each voting proposal were as follows:

- (1) Election of Directors:
-

Nominee	For	Against	Withheld
Chris Bunka	17,594,050	NIL	1,897
Bal Bhullar	17,566,633	NIL	29,314
Ted McKechnie	17,571,366	NIL	24,581
Nicolas Baxter	17,576,316	NIL	19,631

- (2) To ratify MNP LLP our independent registered public accounting firm for the fiscal year ending October 31, 2013 and to allow directors to set the remuneration:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>
24,234,026	Nil	13,013

- (3) To approve the Company change of its business name to Lexaria Bioscience Corp.:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>
24,233,446	13,594	Nil

Item 7.01 Regulation FD Disclosure.

A copy of the news release announcing the financing 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
20.1	Convertible Debenture Subscription
20.2	Convertible Debenture
99.1	Press Release dated March 29, 2016

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: March 29, 2016

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

LEXARIA CORP.

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

SECURED CONVERTIBLE DEBENTURE

INSTRUCTIONS TO PURCHASER

1. All purchasers must complete all the information in the boxes on page 1 and sign where indicated with an "X".
 2. If you are an "accredited investor", then complete and sign the "Accredited Investor Status Certificate" that starts on page 7 including the Exhibit thereto if you are an individual. The purpose of the form is to determine whether you meet the standards for participation in a private placement pursuant to the Accredited Investor Exemption (as hereinafter defined) under National Instrument 45-106.
 3. If you are a "U.S. Purchaser", you must also complete and sign the certification that starts on page 10. A "U.S. Purchaser" is (a) any "U.S. person" as defined in Regulation S under United States federal securities laws, (b) any person purchasing securities on behalf of any "U.S. Person" or any person in the United States, (c) any person that receives or received an offer of the securities while in the United States, (d) any person that is in the United States at the time the purchaser's buy order was made or this subscription agreement was executed or delivered. "U.S. person" includes but is not limited to (i) any natural person resident in the United States; (ii) any partnership or corporation organized or incorporated under the laws of the United States; (iii) any partnership or corporation organized outside the United States by a U.S. person principally for the purpose of investing in securities not registered under the U.S. Securities Act of 1933, unless it is organized or incorporated, and owned, by accredited investors who are not natural persons, estates or trusts; (iv) any estate or trust of which any executor or administrator or trustee is a U.S. person.
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This is page 1 of 21 pages of a subscription agreement and related appendices, acknowledgements, provisions and forms. Collectively, these pages together are referred to as the "Subscription Agreement".

PRIVATE PLACEMENT SUBSCRIPTION AGREEMENT

TO: **LEXARIA CORP.**, (the "Issuer"), of **950 – 1130 West Pender Street, Vancouver, BC V6E 4A4**

Subject and pursuant to the terms set out in the Terms on pages 3 to 5, the General Provisions on pages 13 to 21 and the other appendices, acknowledgements, provisions and forms attached which are hereby incorporated by reference, the undersigned purchaser (the "Purchaser") hereby irrevocably subscribes for, and on Closing will purchase from the Issuer, the following securities at the following price:

Number of Convertible Debentures purchased (minimum One (1) Convertible Debenture): Convertible Debentures purchased: _____ USD\$ 10,000 Convertible Debenture for a total purchase price of USD\$ (minimum USD\$10,000): USD\$ _____ The Purchaser owns, directly or indirectly, the following securities of the Issuer: _____ [Check if applicable] The Purchaser is: [<input type="checkbox"/>] an insider of the Issuer [<input type="checkbox"/>] a member of a Pro Group [<input type="checkbox"/>] a director, officer or Promoter of the Issuer

The Purchaser directs the Issuer to issue, register and deliver the certificates representing the Convertible Debentures as follows:

REGISTRATION INSTRUCTIONS	DELIVERY INSTRUCTIONS
Name to appear on certificate _____	Name and account reference, if applicable _____
Account reference if applicable _____	Contact name _____
Address _____	Address _____
	Telephone Number _____

EXECUTED by the Purchaser this _____ day of _____, 2016. By executing this Subscription Agreement, the Purchaser certifies that the Purchaser and any beneficial purchaser for whom the Purchaser is acting is resident in the jurisdiction shown as the "Address of Purchaser".

Accepted this day of _____, 2016	EXECUTION BY PURCHASER:
LEXARIA CORP. Per: _____	<input checked="" type="checkbox"/> Signature of individual (if Purchaser is an individual)
Authorized signatory _____	<input checked="" type="checkbox"/> Authorized signatory (if Purchaser is not an individual)
	Name of Purchaser and/or authorized signatory (please print) _____
	Name of beneficial purchaser for whom Purchaser is contracting (if applicable) (please print) _____
	Address of Purchaser (residence) _____
	Address of beneficial purchaser (if applicable) _____
	Telephone number and e-mail address _____

The Issuer accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

TERMS

Reference date of this Subscription March 18, 2016 (the "Agreement Date") **Agreement**

The Offering

The Issuer LEXARIA CORP.

Offering The offering (the "Offering") consists of convertible debentures (the "Convertible Debentures") with a maturity date not later than August 31, 2020 for expected maximum gross proceeds of USD\$400,000. Simple interest of 10% per annum will be paid quarterly in arrears until maturity or until conversion.

Conversion The principal amount of the Convertible Debentures and any accrued but unpaid interest thereon will be convertible at the option of the Subscriber into common shares of the Issuer (the "Conversion Shares") at any time at a conversion price (the "Conversion Price") of USD\$0.12 per Conversion Share until August 31, 2016; USD\$0.15 per Conversion Share until August 31, 2017; USD\$0.20 per Conversion Share until August 31, 2018; or, at the sole option of the Holder, a price equal to a 20% discount to the 10-day average closing price of the Common Shares on the Exchange prior to the date of conversion and adjusted for the applicable US dollar to Canadian dollar exchange rate on the last Business Day preceding the date of conversion (the "Average Price") provided that the Average Price is less than US\$0.20 and provided further that the Conversion Price shall not be less than US\$0.15; (iv) US\$0.25 per Conversion Share at any time prior to August 31, 2019 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than US\$0.25 and provided further that the Conversion Price shall not be less than US\$0.15; and (v) US\$0.30 per Conversion Share at any time prior to August 31, 2020 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than US\$0.30 and provided further that the Conversion Price shall not be less than US\$0.15.

Securities The Convertible Debentures and Conversion Shares are referred to herein as the "Securities".

Form of Convertible Debenture The Convertible Debentures will be in substantially the form of Convertible Debenture certificate attached to this Subscription Agreement.

Security	The Convertible Debentures are secured and the Convertible Debenture Holders will be granted a continuing security interest (the " Security Interest ") in and to the Company's interest in food production equipment; food inventories; US provisional patent application #62010601, with electronic filings system ID 19273132 and receipt date of June 11, 2014; and US provisional patent application #62037706, with electronic filings system ID 19876452 and receipt date of August 12, 2014; and US provisional patent application #62161324, with confirmation #8427 and receipt date of May 14, 2015, any remaining net proceeds from the issuance of this Debenture not expended in the Company's operations at the relevant time.
Total amount	Up to USD\$400,000
Price	USD\$10,000 per Convertible Debenture
Interest Rate	Face value paying 10% simple interest per quarter in arrears.
Selling Jurisdictions	The Convertible Debentures may be sold in the provinces of Canada and in certain overseas jurisdictions as the Issuer may determine and in the United States in accordance with available exemptions (the "Selling Jurisdictions").
Exemptions	<p>The Offering will be made in accordance with the following exemptions from the prospectus requirements:</p> <ul style="list-style-type: none">(a) the Accredited Investor Exemption found in section 2.3 of National Instrument 45-106 <i>Prospectus and Registration Exemptions</i>;(b) the "minimum amount investment (\$150,000)" exemption found in section 2.10 of National Instrument 45-106 <i>Prospectus and Registration Exemptions</i> which exemption is only available to non-individual subscribers;(c) the "offshore" exemption found in BC Instrument 72-503 <i>Distributions outside British Columbia</i>; and(d) in the United States, Rule 506 of Regulation D and/or section 4(2) of the <i>United States Securities Act of 1933</i>, as amended.
Resale restrictions and legends	<p>The Convertible Debentures, and if applicable the Conversion Shares, will be subject to a hold period that starts to run on Closing. The Purchaser acknowledges that the certificates, or DRS Statements, as applicable, representing/evidencing the Convertible Debentures or Conversion Shares will bear the following legends:</p> <p>"Unless permitted under securities legislation, the holder of this security must not trade the security before [insert the date that is four months and a day after the distribution date.]"</p> <p>"THE SECURITIES REPRESENTED HEREBY HAVE BEEN OFFERED IN AN OFFSHORE TRANSACTION TO A</p> <hr/>

PERSON WHO IS NOT A U.S. PERSON (AS DEFINED HEREIN) PURSUANT TO REGULATION S UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT").

NONE OF THE SECURITIES REPRESENTED HEREBY HAVE BEEN REGISTERED UNDER THE 1933 ACT, OR ANY U.S. STATE SECURITIES LAWS, AND, UNLESS SO REGISTERED, MAY NOT BE OFFERED OR SOLD, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES (AS DEFINED HEREIN) OR TO U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S UNDER THE 1933 ACT, PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN EACH CASE ONLY IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. IN ADDITION, HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE 1933 ACT. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATION S UNDER THE 1933 ACT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Certificates representing Convertible Debentures, and if applicable, the Conversion Shares, issued to U.S. Purchasers will bear additional legends as set forth in the "Certification of US Purchaser".

Purchasers are advised to consult with their own legal counsel or advisors to determine the resale restrictions that may be applicable to them.

Closing Date

Payment to the Issuer for, and delivery of, the Convertible Debentures is scheduled to occur on April 18, 2016 or on such other date or dates as may be determined by the Issuer (the "Closing Date").

The Issuer

Jurisdiction of organization

The Issuer is incorporated under the laws of the State of Nevada

Stock exchange listings

The common shares of the Issuer are listed on the Canada Securities Exchange (the "Exchange").

End of Terms

Signature of Subscriber: _____

Name of Subscriber: _____

Authorized Signatory of Subscriber

(if Corporate Subscriber): _____

Address of Subscriber: _____



ACCREDITED INVESTOR STATUS CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

In connection with the purchase by the undersigned Subscriber of the Subscriber's Convertible Debentures, the Subscriber, on its own behalf and on behalf of each of the beneficial purchasers for whom the Subscriber is acting, hereby represents, warrants, covenants and certifies to Lexaria Corp. (the "Corporation") (and acknowledges that the Corporation and its counsel are relying thereon) that:

- (a) the Subscriber, or each of the beneficial purchasers for whom the Subscriber is acting, is purchasing the Subscriber's Convertible Debentures as principal for its own account and not for the benefit of any other person;
- (b) the Subscriber, or each of the beneficial purchasers for whom the Subscriber is acting, is an "accredited investor" within the meaning of NI 45-106 on the basis that the undersigned fits within the category of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;
- (c) upon execution of this Certificate, including if applicable the Exhibit attached hereto, by the Subscriber, this Certificate shall be incorporated into and form a part of the Subscription Agreement.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

- (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;
 - (a.1) in Ontario, a financial institution that is (i) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); (ii) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of the *Securities Act* (Ontario); or (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;
 - (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
 - (c) a subsidiary of any person or company referred to in paragraphs (a), (a.1) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;
 - (d) a person or company registered under the securities legislation of a jurisdiction (province or territory) of Canada as an adviser or dealer, except as otherwise prescribed by the regulations;
 - (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);
 - (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);
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- [] (f) the Government of Canada or a jurisdiction (province or territory) of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction (province or territory) of Canada;
 - [] (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;
 - [] (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
 - [] (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction (province or territory) of Canada;
 - [] (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds \$1,000,000;
 - [] (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000;
 - [] (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
 - [] (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000;
 - [] (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements;
 - [] (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;
 - [] (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;
 - [] (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;
 - [] (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
 - [] (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;
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- [] (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;
- [] (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;
- [] (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;
- [] (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or
- [] (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

For the purposes hereof, the following definitions are included for convenience:

- (a) "bank" means a bank named in Schedule I or II of the *Bank Act* (Canada);
 - (b) "Canadian financial institution" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;
 - (c) "company" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;
 - (d) "financial assets" means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;
 - (e) "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;
 - (f) "investment fund" has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;
 - (g) "person" includes
 - (i) an individual,
 - (ii) a corporation,
 - (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons whether incorporated or not, and
 - (iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.
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- (h) "related liabilities" means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (ii) liabilities that are secured by financial assets;
- (i) "Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);
- (j) "spouse" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta); and
- (k) "subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is considered to be an affiliated entity of another person or company if one is a subsidiary entity of the other, or if both are subsidiary entities of the same person or company, or if each of them is controlled by the same person or company.

In NI 45-106 a person (first person) is considered to control another person (second person) if (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

In NI 45-106 a trust company or trust corporation described in paragraph (p) above of the definition of "accredited investor" (other than in respect of a trust company or trust corporation registered under the laws of Prince Edward Island that is not registered or authorized under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in another jurisdiction of Canada) is deemed to be purchasing as principal.

In NI 45-106 a person described in paragraph (q) above of the definition of "accredited investor" is deemed to be purchasing as principal.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated: _____

Signed: _____

Witness (If Subscriber is an Individual)

Print the name of Subscriber

Print Name of Witness

If Subscriber is not an Individual,
print name and title of Authorized Signing Officer



EXHIBIT TO ACCREDITED INVESTOR STATUS CERTIFICATE

Risk Acknowledgement Form for Individual Accredited Investors

WARNING TO INVESTORS

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER	
1. About your investment	
Type of securities: Convertible Debentures	Issuer: Lexaria Corp.
Purchased from: Lexaria Corp.	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your Initials
Risk of loss - You could lose your entire investment of \$ _____. <i>[Instruction: Insert the total dollar amount of the investment.]</i>	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited investor status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<input type="checkbox"/> Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
<input type="checkbox"/> Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.	
<input type="checkbox"/> Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.	
<input type="checkbox"/> Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	
4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.	
First and last name (please print):	

Signature:	Date:
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SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the Subscriber with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print): Chris Bunka

Telephone: 250 765 6424

Email: bossbunka@gmail.com

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER

6. For more information about this investment

Lexaria Corp.
950 – 1130 West Pender Street
Vancouver, BC Canada V6E 4A4

Attention: President

Tel: 604.602.1675

Fax: 604.685.1602

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

PROVISIONS APPLICABLE TO A UNITED STATES PURCHASER

CERTIFICATION OF U.S. PURCHASER

NOTE: the provisions on this page are applicable ONLY if the Purchaser is in the United States or is a "U.S. person" as defined in Regulation S under the United States Securities Act of 1933, as amended.

(Capitalized terms not specifically defined in this Certification have the meaning ascribed to them in the Subscription Agreement to which this Schedule is attached.)

In connection with the execution of the Subscription Agreement to which this Schedule is attached, the undersigned (the "Purchaser") represents and warrants to the Issuer that:

1. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment.
2. The Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities.
3. It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Securities in violation of the United States securities laws.
4. It understands the Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "1933 Act") or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an exemption from such registration requirements.
5. If the Purchaser is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ a natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase exceeds US \$1,000,000, calculated by (i) not including the person's primary residence as an asset; (ii) not including indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the securities as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) including indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of the securities as a liability;

_____ A natural person who had an individual income in excess of US \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

6. If the Purchaser is a corporation, partnership, trust or other entity), then it satisfies one or more of the categories indicated below (please place an "X" on the appropriate lines):

_____ An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust or partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of US \$5,000,000;

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- _____ A trust that (a) has total assets in excess of US \$5,000,000, (b) was not formed for the specific purpose of acquiring the Securities and (c) is directed in its purchases of securities by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in the Securities;
 - _____ An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act;
 - _____ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
 - _____ A private business development company as defined in Section 202(a)(22) of the Investment Advisors Act of 1940; or
 - _____ An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories.
7. It has not purchased the Securities as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, internet, television or other form of telecommunications, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
8. If it decides to offer, sell or otherwise transfer any of the Securities, it will not offer, sell or otherwise transfer any of such Securities directly or indirectly, unless:
- (a) the sale is to the Issuer;
 - (b) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the 1933 Act and in compliance with applicable local laws and regulations;
 - (c) the sale is made pursuant to the exemption from the registration requirements under the 1933 Act provided by Rule 144 thereunder and in accordance with any applicable state securities or "blue sky" laws; or
 - (d) the Securities are sold in a transaction that does not require registration under the 1933 Act or any applicable state laws and regulations governing the offer and sale of securities; and
 - (e) it has prior to such sale pursuant to subsection (c) or (d) furnished to the Issuer an opinion of counsel reasonably satisfactory to the Issuer.
9. The certificates representing the Conversion Shares, (and any certificates issued in exchange or substitution for the Conversion Shares) will bear a legend in substantially the form as follows:
- "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT OR (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER
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FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

Delivery of certificates bearing such a legend may not constitute "good delivery" in settlement of transactions on Canadian stock exchanges or over-the-counter markets. If the Issuer is a "foreign issuer" with no "substantial U.S. market interest" (all within the meaning of Regulation S under the 1933 Act) at the time of sale, a new certificate, which will constitute "good delivery", will be made available to the Purchaser upon provision by the Purchaser of a declaration in the form attached as Appendix "A" together with such other evidence of the availability of an exemption as the Issuer or its transfer agent may reasonably require.

Certificates representing Convertible Debentures, and all certificates issued in exchange therefore or in substitution thereof, shall bear the following legend in substantially the following form:

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

10. It understands and agrees that there may be material tax consequences to the Purchaser of an acquisition or disposition of the Securities. The Issuer gives no opinion and makes no representation with respect to the tax consequences to the Purchaser under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such Securities, in particular, no determination has been made whether the Issuer will be a "passive Foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code.
 11. It understands and agrees that the financial statements of the Issuer have been prepared in accordance with Canadian generally accepted accounting principles, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.
 12. It consents to the Issuer making a notation on its records or giving instructions to any transfer agent of the Issuer in order to implement the restrictions on transfer set forth and described in this Certification and the Subscription Agreement.
 13. It is resident in the United States of America, its territories and possessions or any state of the United States or the District of Columbia (collectively the "United States"), a "U.S. Person" as such term is defined in Regulation S of the 1933 Act or was in the United States at the time the securities were offered or the Subscription Agreement was executed.
 14. It understands that the Securities are "restricted securities" under applicable federal securities laws and that the 1933 Act and the rules of the SEC provide in substance that the Purchaser may dispose of the Securities only pursuant to an effective registration statement under the 1933 Act or an exemption therefrom, and, other than as set out herein, the Purchaser understands that the Issuer has no obligation to register any of the Securities or to take action so as to permit sales pursuant to the 1933 Act (including Rule 144 thereunder). Accordingly, the Purchaser understands that absent registration, under the rules of the SEC, the Purchaser may be required to hold the Securities indefinitely or to transfer the Securities in "private placements" which are exempt from registration under the 1933 Act, in which event the transferee will
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acquire "restricted securities" subject to the same limitations as in the hands of the Purchaser. As a consequence, the Purchaser understands that it must bear the economic risks of the investment in the Securities for an indefinite period of time.

- 15. It has no intention to distribute, and shall not transfer, either directly or indirectly any of the Securities to any person within the United States or to U.S. persons, as defined in Regulations S (a "US Person") except pursuant to an effective registration statement under the 1933 Act, or an exemption therefrom.
- 16. It has no intention to distribute, and shall not transfer, either directly or indirectly any of the Securities to any person within the United States or to U.S. persons, as defined in Regulations S (a "US Person") except pursuant to an effective registration statement under the 1933 Act, or an exemption therefrom.

The statements made in this Certification are true and accurate to the best of my information and belief and I will promptly notify the Issuer of any changes in the answers.

ONLY U.S. PURCHASERS NEED COMPLETE AND SIGN

Dated _____, 2016

 X
Signature of individual (if Purchaser is an individual)

 X
Authorized signatory (if Purchaser is **not** an individual)

Name of Purchaser (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)



APPENDIX "A"

Declaration for removal of legend (To Be Completed at Time of Legend Removal)

TO: **Computershare** as registrar and transfer agent for the common shares of **LEXARIA CORP.** (the "Company").

The undersigned (A) acknowledges that the sale of the common shares represented by certificate number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "1933 Act"), and (B) certifies that (1) the undersigned is not an "affiliate" (as defined in Rule 405 under the 1933 Act) of the Company; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a designated offshore securities market within the meaning of Rule 902(b) under the 1933 Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any person acting on its behalf engaged in any directed selling efforts in connection with the offer and sale of such securities; and (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the 1933 Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Terms used herein have the meanings given to them by Regulation S under the 1933 Act.

By: _____ Dated: _____

Signature

Name (please print)

Affirmation by Seller's Broker-Dealer

We have read the foregoing representations of our customer, _____ (the "Seller") dated _____, with regard to the sale, for such Seller's account, of the common shares represented by certificate number _____ of the Company described therein, and we hereby affirm that, to the best of our knowledge and belief, the facts set forth therein are full, true and correct.

Name of Firm

By: _____

Authorized officer

Date: _____

GENERAL PROVISIONS

1 DEFINITIONS

1.1 In the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 7 to 5 and the other appendices, acknowledgements, provisions and forms incorporated by reference), the following words have the following meanings unless otherwise indicated:

- (a) “1933 Act” means the United States *Securities Act* of 1933, as amended;
 - (b) “Accredited Investor Exemption” means the exemption to the prospectus requirements contained in section 2.3 of National Instrument 45-106 *Prospectus and Registration Exemptions*;
 - (c) “Applicable Legislation” means, as applicable, the securities laws, regulations, rules, rulings and orders in the Selling Jurisdictions in Canada and in jurisdictions where the Issuer is a reporting issuer and all applicable administrative policy statements issued by the securities regulatory authorities in each of the Selling Jurisdictions in Canada and in jurisdictions where the Issuer is a reporting issuer together with the applicable rules and policies of the Exchange;
 - (d) “Closing” means the completion of the sale and purchase of the Convertible Debentures;
 - (e) “Closing Date” has the meaning assigned in the Terms;
 - (f) “Commissions” means the securities regulatory authorities in each of the Selling Jurisdictions in Canada and in jurisdictions where the Issuer is a reporting issuer;
 - (g) “Convertible Debentures” has the meaning assigned in the Terms;
 - (h) “Conversion Shares” has the meaning assigned in the Terms;
 - (i) “Exchange” has the meaning assigned in the Terms;
 - (j) “Final Closing” means the last closing under the Private Placement;
 - (k) “General Provisions” means those portions of the Subscription Agreement headed “General Provisions” and contained on pages 13 to 21;
 - (l) “Personal Information” means any information about an identifiable individual, and includes information provided by the Purchaser in this Subscription Agreement;
 - (m) “Private Placement” means the offering of the Convertible Debentures on the terms and conditions of the Agency Agreement and this Subscription Agreement;
 - (n)
 - (o) “Regulation S” means Regulation S promulgated under the 1933 Act;
 - (p) “Regulatory Authorities” means the Commissions and the Exchange;
 - (q) “Security Interest” has the meaning assigned in the Terms;
 - (r) “Selling Jurisdictions” has the meaning assigned in the Terms;
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- (s) “Subscription Agreement” means the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 13 to 21 and the other appendices, acknowledgements, provisions and forms incorporated by reference;
- (t) “Terms” means those portions of the Subscription Agreement headed “Terms” and contained on pages 3 to 5; and

1.2 In the Subscription Agreement, the following terms have the meanings defined in Regulation S: “U.S. Person” and “United States”.

1.3 In the Subscription Agreement, unless otherwise specified, currencies are indicated in Canadian dollars.

1.4 In the Subscription Agreement, other words and phrases that are capitalized have the meaning assigned in the Subscription Agreement.

2 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

2.1 Acknowledgements concerning the Private Placement

The Purchaser acknowledges that:

- (a) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Securities;
 - (b) there is no government or other insurance covering the Securities;
 - (c) there are risks associated with the purchase of the Securities and the Purchaser is knowledgeable or experienced in business and financial matters and is capable of evaluating the merits and risks of an investment in the Securities and is capable of bearing the economic risk of the investments;
 - (d) there are restrictions on the Purchaser’s ability to resell the Securities and it is the responsibility of the Purchaser to find out what those restrictions are and to comply with them before selling the Securities;
 - (e) the Issuer has advised the Purchaser that the Issuer is relying on an exemption from the requirements to provide the Purchaser with a prospectus and to sell securities through a person registered to sell securities under the Applicable Legislation and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by the Applicable Legislation, including, in most circumstances, statutory rights of rescission or damages, will not be available to the Purchaser;
 - (f) no prospectus has been or is intended to be filed by the Issuer with the Commissions in connection with the issuance of the Securities, the issuance is intended to be exempted from the prospectus and registration requirements of the Applicable Legislation and as a consequence of acquiring the Securities pursuant to these exemptions:
 - (i) the Purchaser is restricted from using most of the civil remedies available under the Applicable Legislation;
 - (ii) the Purchaser may not receive information that would otherwise be required to be provided to the Purchaser under the Applicable Legislation; and
 - (iii) the Issuer is relieved from certain obligations that would otherwise apply under the Applicable Legislation;
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- (g) the Securities have not been registered under the 1933 Act and may not be offered or sold in the United States unless registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and the Issuer has no obligation or present intention of filing a registration statement under the 1933 Act in respect of any of the Securities;
- (h) the Purchaser understands and agrees that offers and sales of any of the Securities prior to the expiration of a period of six months after the date of the issuance of the Securities (the six month period hereinafter referred to as the “**Distribution Compliance Period**”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable state securities laws; and
- (i) the proceeds received by the Issuer may not be sufficient to accomplish its business objectives, given its working capital requirements, acquisition costs, possible rescission of previous private placements, and ongoing compliance and regulatory costs;
- (j) the Purchaser acknowledges that the Issuer’s counsel is acting as counsel to the Issuer and not as counsel to the Purchaser.

2.2 Representations by all Purchasers

The Purchaser represents and warrants to the Issuer that, as at the Agreement Date and as at the Closing Date:

- (a) if the Purchaser is a resident of Canada, the Purchaser complies with one of the following:
 - (i) the Purchaser is purchasing as principal or is deemed to be purchasing as principal in accordance with Applicable Legislation and meets the definition of “accredited investor” as such term is defined under National Instrument 45-106 *Prospectus and Registration Exemptions* and has completed and signed the Accredited Investor Status Certificate forming part of this Subscription Agreement; or
 - (ii) the Purchaser is not an individual and is purchasing as principal and has purchased that number of Convertible Debentures having an acquisition cost to the Purchaser of not less than \$150,000 to be paid in cash on the Closing Date; or
 - (b) the Purchaser is not a person created or used solely to purchase or hold securities in order to comply with an exemption from the prospectus requirements of Applicable Legislation and if the Purchaser is not an individual, it pre-existed the Offering and has a bona fide purpose other than investment in the Convertible Debentures;
 - (c) in the case of the purchase by the Purchaser of the Convertible Debentures as agent or trustee for any principal, the Purchaser is the duly authorized trustee or agent of such beneficial purchaser with due and proper power and authority to execute and deliver, on behalf of each such beneficial purchaser, this Subscription Agreement and all other documentation in connection with the purchase of the Convertible Debentures hereunder, to agree to the terms and conditions herein and therein set out and to make the representations, warranties, acknowledgements and covenants herein and therein contained, all as if each such beneficial purchaser were the Purchaser and is subscribing as principal for its own account and not for the benefit of any other person for investment only and not for resale and the Purchaser’s actions as trustee or agent are in compliance with applicable law and the Purchaser and each beneficial purchaser acknowledges that the Issuer may be required by law to disclose to certain regulatory authorities the identity of each beneficial purchaser of Convertible Debentures for whom it may be acting;
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- (d) the Purchaser and any beneficial purchaser for whom it is acting is resident in the jurisdiction set out on the execution page of this Subscription Agreement, such address was not created and is not used solely for the purpose of acquiring the Convertible Debentures and the Purchaser was solicited to purchase in such jurisdiction;
 - (e) the Purchaser has properly completed, executed and delivered the applicable form(s) set forth on the cover page of this Agreement and such forms contain information about the Purchaser that is true and accurate as of the date of signing and will be true and correct as at the Closing Date;
 - (f) the Purchaser has not received, nor has the Purchaser requested, nor does the Purchaser have any need to receive, any offering memorandum, or any other document describing the business and affairs of the Issuer in order to assist the Purchaser in making an investment decision in respect of the Convertible Debentures and the Purchaser has not become aware of any advertisement in printed media of general and regular paid circulation, radio or television with respect to the distribution of the Convertible Debentures;
 - (g) no person has made to the Purchaser any written or oral representations:
 - (i) that any person will resell or repurchase the Convertible Debentures;
 - (ii) that any person will refund the purchase price of the Convertible Debentures;
 - (iii) as to the future price or value of any of the Convertible Debentures; or
 - (iv) that any of the Convertible Debentures will be listed and posted for trading on a stock exchange or that application has been made to list and post any of the Securities for trading on any stock exchange other than the Conversion Shares on the Exchange;
 - (h) if the Purchaser is:
 - (i) a corporation, the Purchaser is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Purchased Securities as contemplated herein and to carry out and perform its covenants and obligations under the terms of this Subscription Agreement and the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any of the terms and provisions of any law applicable to, or the constituting documents of, the Purchaser or of any agreement, written or oral, to which the Purchaser may be a party or by which the Purchaser is or may be bound;
 - (ii) a partnership, syndicate or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or
 - (iii) an individual, the Purchaser has the legal capacity and competence to enter into and to execute this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder;
 - (i) this subscription has not been solicited in any other manner contrary to the Applicable Legislation or the 1933 Act;
 - (j) the Purchaser has been advised to consult its own legal and tax advisors with respect to applicable resale restrictions and tax considerations, and it is solely responsible for compliance with applicable resale restrictions and applicable tax legislation;
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- (k) the Purchaser has no knowledge of a “material fact” or “material change” (as those terms are defined in the Applicable Legislation) in the affairs of the Issuer that has not been generally disclosed to the public, except knowledge of this particular transaction;
 - (l) the offer made by this subscription is irrevocable (subject to the Purchaser’s right to withdraw the subscription and to terminate the obligations as set out in this Subscription Agreement) and requires acceptance by the Issuer and approval of the Exchange;
 - (m) the Purchaser is not a “control person” of the Issuer as defined in the Applicable Legislation, will not become a “control person” by virtue of this subscription for the Securities and does not intend to act in concert with any other person to form a control group of the Issuer;
 - (n) unless the Purchaser has executed the “Certification of U.S. Purchaser” that begins on page 8:
 - (i) the offer was not made to the Purchaser when the Purchaser was in the United States and, at the time the Purchaser’s buy order was made, the Purchaser was outside the United States;
 - (ii) the current structure of this transaction and all transactions and activities contemplated hereunder is not a scheme to avoid the registration requirements of the 1933 Act;
 - (iii) the Purchaser has no intention to distribute either directly or indirectly any of the Securities in the United States, except in compliance with the 1933 Act;
 - (iv) the Purchaser is not a U.S. Person; and
 - (v) the Purchaser is not and will not be purchasing Purchased Securities for the account or benefit of any U.S. Person;
 - (o) if the Purchaser is a resident of an International Jurisdiction (which is defined herein to mean a country other than Canada or the United States), then the Purchaser on its own behalf and, if applicable on behalf of others for whom it is hereby acting that:
 - (i) the Purchaser is knowledgeable of, or has been independently advised as to, the International Securities Laws (which is defined herein to mean, in respect of each and every offer or sale of Convertible Debentures, any securities laws having application to the Purchaser and the Private Placement other than the laws of Canada and the United States and all regulatory notices, orders, rules, regulations, policies and other instruments incidental thereto) which would apply to this subscription, if any;
 - (ii) the Purchaser is purchasing the Convertible Debentures pursuant to an applicable exemption from any prospectus, registration or similar requirements under the International Securities Laws of that International Jurisdiction, or, if such is not applicable, the Purchaser is permitted to purchase the Convertible Debentures under the International Securities Laws of the International Jurisdiction without the need to rely on exemptions;
 - (iii) the subscription by the Purchaser does not contravene any of the International Securities Laws applicable to the Purchaser and the Issuer and does not give rise to any obligation of the Issuer to prepare and file a prospectus or similar document or to register the Securities or to be registered with any governmental or regulatory authority;
 - (iv) the International Securities Laws do not require the Issuer to make any filings or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction; and
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- (v) the Securities are being acquired for investment purposes only and not with a view to resale and distribution, and the distribution of the Securities to the Purchaser by the Issuer complies with all International Securities Laws;
- (p) this Subscription Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against the Purchaser;
- (q) the Purchaser has been independently advised as to the applicable hold period imposed in respect of the Securities by securities legislation in the jurisdiction in which the Purchaser resides and confirms that no representation has been made respecting the applicable hold periods for the Securities and acknowledges that the hold period indicated in the Terms does not constitute such representation and is aware of the risks and other characteristics of the Securities and of the fact that the Purchaser may not be able to resell the Securities except in accordance with the applicable securities legislation and regulatory policies;
- (r) the Purchaser is capable of assessing the proposed investment as a result of the Purchaser's financial and business experience or as a result of advice received from a registered person other than the Issuer or any affiliates of the Issuer;
- (s) if required by applicable securities legislation, policy or order or by any securities commission, stock exchange or other regulatory authority, the Purchaser will execute, deliver, file and otherwise assist the Issuer in filing, such reports, undertakings and other documents with respect to the issuance of the Securities as may be required; and
- (t) the funds representing the aggregate subscription price for the Purchased Securities which will be advanced by the Purchaser hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the Purchaser acknowledges that the Issuer may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to such Act. To the best of its knowledge: (a) none of the subscription funds to be provided by the Purchaser (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a person or entity who has not been identified to the Purchaser; and (b) the Purchaser shall promptly notify the Issuer if the Purchaser discovers that any of such representations ceases to be true, and to provide the Issuer with appropriate information in connection therewith.

2.3 Reliance, indemnity and notification of changes

The representations and warranties in the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 13 to 21 and the other appendices, acknowledgements, provisions and forms incorporated by reference) are made by the Purchaser with the intent that they be relied upon by the Issuer in determining its suitability as a purchaser of Convertible Debentures, and the Purchaser hereby agrees to indemnify the Issuer against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur as a result of reliance thereon. The Purchaser undertakes to notify the Issuer immediately of any change in any representation, warranty or other information relating to the Purchaser set forth in the Subscription Agreement (including the first (cover) page, the Terms on pages 3 to 5, the General Provisions on pages 13 to 21 and the other appendices, acknowledgements, provisions and forms incorporated by reference) which takes place prior to the Closing.

2.4 Survival of representations and warranties

The representations and warranties contained in this Section will survive the Closing.

3 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

By executing this Subscription Agreement, the Issuer represents, warrants and covenants to the Purchaser, which representations, warranties and covenants will be true and correct as of the Closing Date (as herein defined) with the same force and effect as if made at and as of the Closing (and acknowledges that the Purchaser is relying thereon) that:

- a) The Issuer has been duly incorporated and organized and is a valid and subsisting Issuer under the laws of the State of Nevada and is duly qualified to carry on business in each jurisdiction wherein the carrying out of the activities contemplated makes such qualifications necessary;
- b) The Conversion Shares will, upon issue and delivery, be validly issued as fully paid and non-assessable.
- c) The Issuer has the full corporate right, power and authority to execute this Subscription Agreement, and to issue the Convertible Debenture to the Purchaser pursuant to the terms of this Subscription Agreement
- d) This Subscription Agreement constitutes a binding and enforceable obligation of the Issuer, enforceable in accordance with its terms.
- e) This Subscription has been given for valuable consideration and is irrevocable, except with the written consent of the Issuer.
- f) The Issuer has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities laws or otherwise, with the Exchange (or one of its predecessors) or the applicable securities regulatory authorities (the "Disclosure Documents"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) as applicable (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- g) The financial statements of the Issuer contained in the Disclosure Documents : (i) complied as to form in all material respects with the published rules and regulations under the applicable securities laws; (ii) were reported in accordance with United States generally accepted accounting principles or International Financial Reporting Standards, as the case may be; and (iii) present fairly the consolidated financial position of the Issuer and its subsidiaries, if any, as of the respective dates thereof and the consolidated results of operations of the Issuer and its subsidiaries, if any, for the periods covered thereby.
- h) There is no "material fact" or "material change" (as those terms are defined in the Acts) in the affairs of the Issuer that has not been generally disclosed to the public.

4 PERSONAL INFORMATION

The Purchaser provides its consent to:

- (a) the disclosure of Personal Information by the Issuer to the Exchange, to the Ontario Securities Commission and to any other applicable securities regulatory authorities, the Issuer's registrar and transfer agent, legal counsel and any other party involved in the purchase and sale of the Convertible Debentures ;
 - (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described herein, or as otherwise identified by the Exchange, from time to time; and
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- (c) the collection, use and disclosure of Personal Information by the Commissions for the purposes described in herein.

5 ISSUER'S ACCEPTANCE

This Subscription Agreement, when executed by the Purchaser, and delivered to the Issuer, will constitute a subscription for the Convertible Debentures which will not be binding on the Issuer until accepted by the Issuer by executing this Subscription Agreement in the space provided on the face page(s) of this Subscription Agreement and, notwithstanding the Agreement Date, if the Issuer accepts the subscription by the Purchaser, this Subscription Agreement will be entered into on the date of such execution by the Issuer.

6 CLOSING

6.1 The Purchaser acknowledges that, although Convertible Debentures may be issued to other purchasers under the Private Placement concurrently with the Closing, there may be other sales of Convertible Debentures under the Private Placement, some or all of which may close before or after the Closing. The Purchaser further acknowledges that there is a risk that insufficient funds may be raised on the Closing to fund the Issuer's objectives, and that further closings may not take place after the Closing.

6.2 On or before the Closing Date, the Purchaser will deliver to the Issuer the Subscription Agreement and all applicable acknowledgements, provisions and required forms, duly executed, and payment in full for the total price of the Convertible Debentures to be purchased by the Purchaser.

6.3 At Closing, the Issuer will deliver the certificates representing the Convertible Debentures purchased by the Purchaser registered in the name of the Purchaser or its nominee.

7 6.4. MISCELLANEOUS

7.1 The Purchaser agrees to sell, assign or transfer the Securities only in accordance with the requirements of applicable securities laws and any legends placed on the Securities as contemplated by the Subscription Agreement.

7.2 The Purchaser hereby authorizes the Issuer to correct any minor errors in, or complete any minor information missing from any part of the Subscription Agreement and any other acknowledgements, provisions, forms, certificates or documents executed by the Purchaser and delivered to the Issuer in connection with the Private Placement.

7.3 The Issuer may rely on delivery by fax machine or e-mail of an executed copy of this subscription, and acceptance by the Issuer of such faxed or e-mailed copy will be equally effective to create a valid and binding agreement between the Purchaser and the Issuer in accordance with the terms of the Subscription Agreement. If less than a complete copy of this Subscription Agreement is delivered to the Issuer at Closing, the Issuer and its advisors are entitled to assume that the Purchaser accepts and agrees to all of the terms and conditions of the pages not delivered at Closing unaltered.

7.4 Without limitation, this subscription and the transactions contemplated by this Subscription Agreement are conditional upon and subject to the Issuer's having obtained such regulatory approval of this subscription and the transactions contemplated by this Subscription Agreement as the Issuer considers necessary.

7.5 This Subscription Agreement is not assignable or transferable by the parties hereto without the express written consent of the other party to this Subscription Agreement.

7.6 Time is of the essence of this Subscription Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

7.7 Except as expressly provided in this Subscription Agreement and in the agreements, instruments and other documents contemplated or provided for in this Subscription Agreement, this Subscription Agreement contains the entire agreement between the parties with respect to the Securities and there are no other terms, conditions,

representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer, or by anyone else.

7.8 The parties to this Subscription Agreement may amend this Subscription Agreement only in writing.

7.9 This Subscription Agreement enures to the benefit of and is binding upon the parties to this Subscription Agreement and their successors and permitted assigns.

7.10 A party to this Subscription Agreement will give all notices to or other written communications with the other party to this Subscription Agreement concerning this Subscription Agreement by hand or by registered mail addressed to the address given on page 1.

7.11 The contract arising out of this Subscription Agreement and all documents relating thereto, have been or will be drafted in English only by common accord among the parties. Le soussigné reconnaît par les présentes qu'il a exigé que le contrat résultant de cette convention de souscription ainsi que tous documents y afférents soient rédigés en langue anglaise seulement.

7.12 This Subscription Agreement is to be read with all changes in gender or number as required by the context.

7.13 This Subscription Agreement will be governed by and construed in accordance with the internal laws of British Columbia (without reference to its rules governing the choice or conflict of laws), and the parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute related to this Subscription Agreement.

End of General Provisions

End of Subscription Agreement

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS CONVERTIBLE SHALL NOT TRADE SUCH SECURITIES BEFORE JULY 9, 2016 OR BEFORE SEPTEMBER 9, 2016, AS DETERMINED BY THE JURISDICTION OF RESIDENCE OF THE HOLDER.

FORM OF SECURED CONVERTIBLE DEBENTURE AND SECURITY AGREEMENT

Issue Date: March 8, 2016

FOR VALUE RECEIVED, LEXARIA CORP. (the "Company") promises to pay to _____ or its registered assigns (the "Holder"), the principal sum of _____ (US\$ _____) in lawful currency of the United States of America (the "Principal Amount") on or before August 31, 2020 (the "Maturity Date"), subject to the terms and conditions hereof. This Debenture shall bear interest calculated per annum at the Interest Rate (as defined herein).

This Debenture is subject to the following additional terms and conditions:

1. Definitions

- 1.1 For the purposes hereof, in addition to the terms defined elsewhere in this Debenture: (i) capitalized terms not otherwise defined herein have the meanings given to such terms in the Subscription Agreement (as defined herein), and (ii) the following terms shall have the following meanings:
- (a) "Business Day" means any day except Saturday, Sunday and any day which shall be a statutory holiday in the province of British Columbia or a day on which banking institutions in the province of British Columbia are authorized or required by law or other government action to close;
 - (b) "Common Shares" means the common shares in the capital of the Company and shares of any other class into which such Common Shares may hereafter have been reclassified or changed;
 - (c) "Conversion Date" has the meaning ascribed thereto in Section 5.2 hereof;
 - (d) "Conversion Price" means (i) US\$0.12 per Conversion Share at any time prior to August 31, 2016 (ii) US\$0.15 per Conversion Share at any time prior to August 31, 2017; (iii) US\$0.20 per Conversion Share at any time prior to August 31, 2018 or, at the sole option of the Holder, a price equal to a 20% discount to the 10-day average closing price of the Common Shares on the Exchange prior to the date of conversion and adjusted for the applicable US dollar to Canadian dollar exchange rate on the last Business Day preceding the date of conversion (the "Average Price") provided that the Average Price is less than US\$0.20 and provided further that the Conversion Price shall not be less than US\$0.15; (iv) US\$0.25 per Conversion Share at any time prior to August 31, 2019 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than US\$0.25 and provided further that the Conversion Price shall not be less than US\$0.15; and (v) US\$0.30 per Conversion Share at any time prior to August 31, 2020 or, at the sole option of the Holder, the Average Price provided that the Average Price is less than US\$0.30 and provided further that the Conversion Price shall not be less than US\$0.15;
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- (e) “**Conversion Share**” means a Common Share issuable upon conversion of the Principal Amount and any accrued but unpaid interest thereon;
- (f) “**Debenture**” means this redeemable secured convertible debenture;
- (g) “**Debentures**” has the meaning ascribed thereto in Section 5.2 hereof;
- (h) “**Exchange**” means the Canadian Securities Exchange;
- (i) “**Exchange Policy 1**” means Policy 1 – *Interpretation of the Exchange*;
- (j) “**Interest Rate**” means 10% per annum;
- (k) “**Issue Date**” means March 8, 2016;
- (l) “**Person**” means a corporation, association, partnership, organization, business, individual, government or political subdivision thereof;
- (m) “**Principal Amount**” means the principal amount as may be due and owing by the Company to the Holder from time to time under this Debenture;
- (n) “**PPSA**” has the meaning ascribed thereto in Section 9.1;
- (o) “**Redemption Amount**” has the meaning ascribed thereto in Section 7;
- (p) “**Redemption Date**” has the meaning ascribed thereto in Section 7;
- (q) “**Redemption Notice**” has the meaning ascribed thereto in Section 7;
- (r) “**Redemption Price**” means, in respect of a Debenture, an amount equal to 1.025 times the principal amount thereof plus accrued and unpaid interest up to, but excluding, the Redemption Date fixed for the Debenture;
- (s) “**Subscription Agreement**” means the Subscription Agreement, dated as of February 12, 2016, to which the Company and the Holder are parties and pursuant to which the Holder agreed to purchase this Debenture;
- (t) “**Trading Day**” means a day on which the Common Shares are traded on the Exchange or other trading market on which the Common Shares are then listed or quoted, provided that, in the event that the Common Shares are not listed or quoted, then Trading Day shall mean a Business Day; and
- (u) “**UCC**” has the meaning ascribed thereto in Section 9.1.

1.2 Unless otherwise provided, all dollar amounts referred to in this Debenture are in lawful money of the USA.

2. Subscription Agreement

2.1 This Debenture has been issued pursuant to the Subscription Agreement, is subject in all respects to the terms of the Subscription Agreement, and incorporates the terms of the Subscription Agreement to the extent that they do not conflict with the terms of this Debenture. This Debenture may not be transferred or exchanged without the prior written consent of the Company and then only in compliance with applicable securities laws and regulations.

3. Term

The term (the "**Term**") of this Debenture shall be for the period commencing on the Issue Date and ending on the Maturity Date. Subject to (a) acceleration following an Event of Default (as defined in Section 10 hereof) hereunder by the Company in accordance with the terms herein, (b) the Company's right to redeem this Debenture in accordance with Section 7 below, or (c) the Holder's right to convert this Debenture in accordance with Section 5 below, this Debenture (as to any and all outstanding Principal and accrued and unpaid interest) shall be repaid in full by the Company to the Holder at the end of the Term on the Maturity Date.

4. Interest

- 4.1 The Principal Amount shall bear simple interest during the Term at the Interest Rate. Such interest will be calculated quarterly, in arrears and not in advance, on the basis of a year of 365 days and payable in equal (with the exception of the first interest payment which will include interest from and including the Issue Date) quarterly payments in arrears due and payable 15 days after the following dates (the "**Payment Record Dates**") or the next Business Day if such interest payment date does not fall on a Business Day, as follows: February 28, May 31, August 31 and November 30 in each year, the first such Payment Record Date being May 31, 2016 and the last such Payment Record Date (representing interest payable from the last Payment Record Date to, but excluding, the Maturity Date of the Debenture to be August 31, 2020.

5. Conversion

- 5.1 At any time after the Issue Date until the Maturity Date, and provided that this Debenture is then outstanding, the Principal Amount then outstanding and any accrued but unpaid interest thereon may be converted into Conversion Shares at the option of the Holder, in whole or in part, at any time and from time to time. The Holder shall convert a minimum of \$10,000 of the Principal Amount for any conversion, unless there is less than \$10,000 of the Principal Amount then outstanding.
- 5.2 The Holder shall effect conversions by delivering to the Company a duly completed and executed Notice of Conversion in the form attached hereto as Appendix A (a "**Notice of Conversion**"), specifying the aggregate amount of the Principal Amount and any accrued but unpaid interest thereon to be converted and the date on which such conversion is to be effected (a "**Conversion Date**"), which date shall not be more than ten (10) days following the date of delivery of the Notice of Conversion. If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that is five (5) Business Days following the date of delivery of the Notice of Conversion. To effect conversions hereunder, the Holder shall not be required to physically surrender the Debenture to the Company unless the entire Principal Amount has been converted.
- 5.3 Any conversions hereunder shall have the effect of lowering the outstanding Principal Amount in an amount equal to the applicable amount of the Principal Amount being converted. The Holder and the Company shall maintain records showing all Principal Amounts converted and the date of such conversions. The Company shall deliver any objection to any Notice of Conversion within five (5) Business Days of receipt of such notice. The Holder, by acceptance of this Debenture, acknowledges and agrees that, following conversion of a portion of this Debenture, the unpaid and unconverted Principal Amount may be less than the amount stated on the face hereof.
- 5.4 The number of Conversion Shares issuable upon any conversion shall be determined by the quotient obtained by dividing (x) by (y) where (x) is equal to the amount of the Principal Amount and any accrued but unpaid interest thereon to be converted and (y) is the Conversion Price.
- 5.5 Not later than ten (10) Trading Days after any Conversion Date, the Company will deliver to the Holder a certificate representing the number of Conversion Shares being issued, which certificate shall bear such restrictive legends and trading restrictions as are required by applicable laws and by the Exchange.
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- 5.6 If the Company shall at any time or from time to time, while any Principal Amount is still outstanding, effect a subdivision or consolidation of the outstanding Common Shares, the Conversion Price in effect immediately before a subdivision shall be proportionately decreased, and, conversely, the Conversion Price in effect immediately before a consolidation shall be proportionately increased. Any adjustment under this Section 5.6 shall become effective at the close of business on the date the subdivision or consolidation becomes effective.
- 5.7 If the Company at any time or from time to time while this Debenture is outstanding, issues, or fixes a record date for the determination of holders of Common Shares entitled to receive, a dividend or other distribution payable solely in Common Shares, the Conversion Price that is then in effect shall be decreased as of the time of such issuance or, in the event such record date is fixed, as of the close of business on such record date, by multiplying the Conversion Price by a fraction (i) the numerator of which is the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (ii) the denominator of which is the sum of the total number of Common Shares issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of Common Shares issuable in payment of such dividend or distribution; provided, however, that if such record date is fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefore, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this Section 5.7 to reflect the actual payment of such dividend or distribution.
- 5.8 If at any time while this Debenture is outstanding, (i) the Company effects any merger or combination of the Company with or into another entity, (ii) the Company effects any sale of all or substantially all of its assets in one or more transactions, (iii) any tender offer or exchange offer (whether by the Company or another entity) is completed pursuant to which holders of Common Shares are permitted to tender or exchange their Common Shares for other securities, cash or property, or (iv) the Company effects any reclassification or recapitalization of the Common Shares or any compulsory share exchange pursuant to which the Common Shares are effectively converted into or exchanged for other securities, cash or property (other than a subdivision, consolidation or dividend provided for elsewhere in this Section 5) (in any such case, a “**Fundamental Change**”), then, upon any subsequent conversion of this Debenture, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion absent such Fundamental Change, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Change if it had been, immediately prior to such Fundamental Change, the holder of one Common Share (the “**Alternate Consideration**”). If holders of Common Shares are given any choice as to the securities, cash or property to be received in a Fundamental Change, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Debenture following such Fundamental Change. In the event of a Fundamental Change, the Company or the successor or purchasing entity, as the case may be, shall execute with the Holder a written agreement providing that:
- (a) this Debenture shall thereafter entitle the Holder to purchase the Alternate Consideration; and
 - (b) in the case of any such successor or purchasing entity, upon such consolidation, merger, statutory exchange, combination, sale or conveyance, such successor or purchasing entity shall be jointly and severally liable with the Company for the performance of all of the Company’s obligations under this Debenture and the Subscription Agreement entered into in connection with the issuance of this Debenture.
- 5.9 If, in the case of any Fundamental Change, the Alternate Consideration includes shares, other securities, other property or assets of an entity other than the Company or any such successor or purchasing entity, as the case may be, then such written agreement shall also be executed by such other entity and shall contain such additional provisions to protect the interests of the Holder as the board of directors of the Company shall reasonably consider necessary by reason of the foregoing. At the Holder’s request, any successor to the Company or surviving entity in such Fundamental Change shall issue to the Holder a new Debenture consistent with the foregoing provisions and evidencing the Holder’s right to convert such Debenture into Alternate Consideration. The terms of any agreement pursuant to which a Fundamental Change is effected
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shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 5 and insuring that this Debenture (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Change.

- 5.10 The Company covenants that it will at all times reserve and keep available out of its authorized and unissued Common Shares, Conversion Shares for the purpose of issuance upon conversion of the Debenture, free from pre-emptive rights or any other actual contingent purchase rights of Persons other than the Holder, not less than such number of Conversion Shares as shall be issuable upon the conversion of the Principal Amount and accrued but unpaid interest thereon. The Company covenants that all Conversion Shares that shall be so issuable shall, upon issue, be duly and validly authorized, issued and fully paid and non-assessable.
- 5.11 Upon a conversion hereunder, the Company shall not be required to issue share certificates representing fractions of Conversion Shares, and the Company shall be entitled to round the number of Conversion Shares down to the nearest whole number. The Holder agrees to waive any rights or entitlements to fractional Conversion Shares that the Holder may have in connection with a conversion hereunder.
- 5.12 In each case of an adjustment or readjustment of the Conversion Price for the number of Conversion Shares issuable upon conversion of this Debenture, the Company, at its own expense, shall cause its Secretary or other officer as directed by the board of directors of the Company to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall deliver such certificate to the Holder in accordance with Section 11. The certificate shall set forth such adjustment or readjustment, showing in detail the facts upon which such adjustment or readjustment is based. No adjustment in the Conversion Price shall be required to be made unless it would result in an increase or decrease of at least one cent, but any adjustments not made because of this sentence shall be carried forward and taken into account in any subsequent adjustment otherwise required hereunder.

6. Limitations on Conversion

- 6.1 The Holder shall not have the right to convert any portion of the Principal Amount plus any accrued but unpaid interest thereon pursuant to the terms and conditions of this Debenture to the extent that, after giving effect to such conversion, the Holder (together with the Holder's affiliated entities (as defined in Exchange Policy 1) and Persons acting jointly or in concert with such Persons (together, the "**Joint Actors**")) would beneficially own in excess of 9.9% (the "**Maximum Percentage**") of the number of Common Shares outstanding immediately after giving effect to such conversion on a diluted basis, assuming the conversion of all securities of the Joint Actors which are convertible into Common Shares within sixty (60) days from the proposed Conversion Date, including without limitation, the Conversion Shares issuable upon conversion of this Debenture.

7. Redemption

- 7.1 This Debenture is redeemable at the option of the Company (the "**Right of Redemption**"), in part or in full (the "**Redemption Amount**"), at any time during the Term at the Redemption Price.
- 7.2 This Debenture is one of several 10% redeemable convertible secured debentures issued by the Company on the Issue Date in an aggregate principal amount of \$_____ (collectively, the "**Debentures**"), each of which is in substantially the same form as this Debenture, and bears interest in accordance with Section 4.
- 7.3 In order to exercise its Right of Redemption, the Company must provide the Holder with written notice on a date that is at least fifteen (15) calendar days prior to the day when this Debenture is to be redeemed (the "**Redemption Date**"). On the Redemption Date, the Company shall pay the Holder the Redemption Amount together with any accrued and unpaid interest thereon, unless the Holder provides the Company with an executed copy of a Notice of Conversion not later than seven (7) calendar days prior to the Redemption Date indicating that the Holder has elected to convert the Debenture in accordance with the
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provisions of Section 5 hereof. The Holder agrees not to sell, directly or indirectly, any Common Shares during the five (5) Trading Days immediately preceding the Redemption Date.

7.4 Notice of the exercise of the Right of Redemption by the Company (the "**Notice of Exercise of the Right of Redemption**") shall be made in writing by the Company to the Holder and the Company shall also issue a news release using its usual method of generally disclosing material information. The Notice of Exercise of the Right of Redemption and the press release shall announce: (i) the exercise of the Right of Redemption, (ii) the last day the Company will accept a Conversion Notice, and (iii) the Redemption Date. Holders will be deemed to have received the Notice of Exercise of the Right of Redemption on the date the press release announcing the exercise of the Right of Redemption is issued by the Company.

8. Debentures to Rank *Pari Passu*

8.1 All of the Debentures shall rank equally and rateably without discrimination, preference or priority with one another. The ranking of the Debentures set out in this Section 8 shall apply in all events and circumstances regardless of the date of any advances made to the Company by Holders. The provisions of this Debenture shall be binding on the Company, the Holder and all persons claiming through or under them and any such persons shall be deemed to have notice of these provisions.

9. Security Agreement

9.1 In consideration of the debt evidenced hereby, and as continuing security for the due payment of the Principal and interest and all other money from time to time owing pursuant to this Debenture (the "**Obligations**"), the Company hereby grants to the Holder a continuing security interest (the "**Security Interest**") in and to the Company's interest in food production equipment; food inventories; US provisional patent application #62010601, with electronic filings system ID 19273132 and receipt date of June 11, 2014; and US provisional patent application #62037706, with electronic filings system ID 19876452 and receipt date of August 12, 2014; and US provisional patent application #62161324, with confirmation #8427 and receipt date of May 14, 2015, any remaining net proceeds from the issuance of this Debenture not expended in the Company's operations at the relevant time. For greater certainty, the Security Interest does not extend to any other of the Company's property and assets, real and personal, movable and immovable, tangible and intangible, of every nature and kind whatsoever, wherever situate, both present and future. The Company and the Holder hereby acknowledge that (i) value has been given; and (ii) they have not agreed to postpone the time of attachment of the Security Interest. The Company hereby acknowledges receiving a copy of this Debenture and consents to the registration by the Holder of the Security Interest pursuant to the *Personal Property Security Act* (British Columbia) (the "**PPSA**") and the Uniform Commercial Code (the "**UCC**"). The Holder will register the Security Interest pursuant to the PPSA and/or the UCC and will, forthwith upon effecting such registration, provide a copy of such registration to the Company. The Company waives any right to receipt of a copy of such registration prior to or concurrently with the issuance of this Debenture. The Holder will take all necessary actions to terminate the Security Interest and discharge all registrations made with respect to the Security Interest upon the payment or conversion of the Debenture in accordance with the terms hereof.

10. Events of Default

10.1 The Obligations owing hereunder are immediately payable, and all rights and remedies hereby conferred or conferred under the PPSA and/or the UCC shall become immediately enforceable, in each of the following events (each an "**Event of Default**"):

- (a) the Company failing to pay any Principal Amount or interest payment hereof on the due date hereunder and such failure continuing for thirty (30) days after written notice thereof is delivered to the Company;
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- (b) the Company failing to observe or perform any other covenant or agreement contained in this Debenture or the Subscription Agreement which failure is not cured, if possible to cure, within thirty (30) calendar days after notice of such default is sent by the Holder to the Company;
 - (c) the loss by the Security Interest of its status as a valid and perfected security interest, if the Company has failed to remedy such default within the earlier of thirty (30) calendar days from the date: (i) it becomes aware, using reasonable due diligence of such default; and (ii) the Holder delivers written notice of the default to the Company;
 - (d) the Company (i) applying for or consenting to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) being unable, or admitting in writing its inability, to pay its debts generally as they mature, (iii) making a general assignment for the benefit of its or any of its creditors, (iv) being dissolved or liquidated in full or in part (v) commencing a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consenting to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) taking any action for the purpose of effecting any of the foregoing; and
 - (e) proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect being commenced and an order for relief entered or such proceeding is not dismissed or discharged within thirty (30) days of commencement.
- 10.2 The Holder may waive default or any breach by the Company of any of the provisions contained in this Debenture. No waiver extends to a subsequent breach or default, whether or not such subsequent breach or default is the same as or similar to the breach or default waived, and no act or omission of the Holder extends to or is be taken in any manner to affect any subsequent breach or default of the Company or the rights of the Holder resulting therefrom. Any such waiver must be in writing and signed by the Holder to be effective.

11. Notices

- 11.1 Any notice required or permitted to be given to the Company or the Holder will be in writing and may be given by prepaid registered post, electronic facsimile transmission or other means of electronic communication capable of producing a printed copy to the address of the party set forth below or such other address as such party may specify by notice in writing to the other party, and any such notice will be deemed to have been given and received by the party to whom it was addressed if mailed, on the third day following the mailing thereof, if by facsimile or other electronic communication, on the date sent, or, if delivered, on delivery; but if at the time of mailing or between the time of mailing and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered:

To the Company:

Lexaria Corp.
950,1130 West Pender Street
Vancouver, BC V6E 4A4
Attention: President or CEO
Email: bossbunka@gmail.com or
jdocherty@lexariaenergy.com or
Fax: 1-604-685-1602

with a copy, which shall not constitute notice, to:

Macdonald Tuskey
Suite 400 - 570 Granville Street
Vancouver, British Columbia V6C 3H1
Attention: William Macdonald
Facsimile: 604.681.4760
Email: wmacdonald@wmlmlaw.ca
To the Holder:

_____ [name]

_____ [address]

Facsimile: [_____ fax number]

Email: [_____ email address]

12. Replacement of Debenture

12.1 Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction, or mutilation of this Debenture and (in the case of loss, theft or destruction) of an indemnity reasonably satisfactory to it, and upon surrender and cancellation of this Debenture, if mutilated, the Company will deliver a new Debenture of like tenor in lieu of this Debenture. Any Debenture delivered in accordance with the provisions of this Section 12.1 shall be dated as of the date of this Debenture.

13. Governing Law

13.1 All questions concerning the construction, validity, enforcement and interpretation of this Debenture shall be governed by and construed and enforced in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein, without regard to the principles of conflicts of law thereof.

14. Waivers

14.1 The Company hereby waives presentment, demand for payment, notice of dishonour, notice of protest and all other notices or demands in connection with the delivery, acceptance, performance or default of this Debenture. No delay by the Holder in exercising any power or right hereunder shall operate as a waiver of any power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise thereof, or the exercise of any other power or right hereunder or otherwise; and no waiver whatsoever or modification of the terms hereof shall be valid unless set forth in writing by the Holder and then only to the extent set forth therein.

15. Amendments

15.1 Subject to the provisions of the Subscription Agreement, this Debenture may not be amended without the express written consent of both the Company and the Holder.

16. Enurement

16.1 This Debenture enures to the benefit of the Holder and its successors and permitted assigns, and is binding upon the Company and its successors.

17. Severability

17.1 If any provision of this Debenture is invalid, illegal or unenforceable, the balance of this Debenture shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances.

18. Next Business Day

18.1 Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

19. Register of the Debentures

19.1 The Company shall keep a register at its executive offices and any other offices required by law wherein shall be entered the name and address of the registered holders of the Debentures and the particulars of each such Debenture.

20. Time of the Essence

20.1 Time will be of the essence of this Debenture.

IN WITNESS WHEREOF, the Company has caused this Debenture to be duly executed by a duly authorized officer as of the date first above indicated.

LEXARIA CORP.

Per:

Authorized Signatory

Per Holder:

APPENDIX A

NOTICE OF CONVERSION

The undersigned hereby irrevocably elects to convert principal and, if applicable, any accrued but unpaid interest due under the Debenture of **LEXARIA CORP.** (the "**Company**"), into Conversion Shares according to the terms and conditions of the Debenture, as of the date written below. If Conversion Shares are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the Holder for any conversion, except for such transfer taxes, if any. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Debenture.

The undersigned agrees to comply with applicable securities laws in connection with any transfer of the aforesaid Conversion Shares.

Conversion Date:	_____
Applicable Conversion Price for Principal Amount:	US\$ _____
Principal Amount to be converted:	US\$ _____
Accrued but unpaid interest to be converted:	US\$ _____
Applicable number of Conversion Shares to be issued:	_____
Principal Amount of Debenture unconverted:	US\$ _____
Register the Conversion Shares in the following name and address:	_____
Signature of the Holder:	_____
Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____

Lexaria Closes First Tranche of Financing and Reports Results of AGM

KELOWNA, BC—March 29, 2016 - Lexaria Bioscience Corp. (OTCQB: LXR) (CSE: LXX) (the "Company" or "Lexaria") announces it has closed the first tranche of the Convertible Debenture financing announced on February 18 for gross proceeds of US\$45,000. The Debenture pays 10% simple interest per annum, with a 4 ½ year term. Investors, at their sole option, have the right to convert into equity at US\$0.12 per share until August 31, 2016; at US\$0.15 per share until August 31, 2017; at US\$0.20 per share until August 31, 2018; at US\$0.25 per share until August 31, 2019; and, at US\$0.30 per share until August 31, 2020 (the "Debt Offering").

No finder's fees are payable on this tranche of the financing.

All issued shares will be subject to a hold period, for any resale into the USA under Rule 144, of six months and one day; and within Canada subject to a hold period of not less than 4 months and a day.

Proceeds of the financing will be used for general working capital and for administrative needs. The financing is subject to normal regulatory approvals.

Lexaria also announces the results of shareholder voting at the annual general meeting held on March 23, 2016.

For directors, voting was as follows:

Chris Bunka, For: 17,594,050 Withheld/Abstain: 1,897

Bal Bhullar, For: 17,566,633 Withheld/Abstain: 29,314

Ted McKechnie, For: 17,571,366 Withheld/Abstain: 24,581

Nicholas Baxter, For: 17,576,316 Withheld/Abstain: 19,631

Appointment of Auditor:

For: 24,234,026 Withheld/Abstain: 13,013

Change of Name to Lexaria Bioscience Corp:

For: 24,233,446 Against: 13,594 Withheld/Abstain: 0

Transact Other Business:

For: 21,522,938 Against: 2,724,099 Withheld/Abstain: 0

Lexaria thanks its shareholders for their overwhelming support and looks forward to a productive year to come.

The securities referred to herein will not be or 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.

About Lexaria

Lexaria Bioscience is a food sciences company, with common shares 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.

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

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Bioscience 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. 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. 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. No statement herein has been evaluated by the Food and Drug Administration (FDA). ViPovaTM products are not intended to diagnose, treat, cure or prevent any disease.

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