# 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) January 17, 2018

# **LEXARIA BIOSCIENCE CORP.**

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of

incorporation)

000-52138 (Commission File Number) 20-2000871 (IRS Employer Identification No.)

156 Valleyview Road, Kelowna, BC Canada

(Address of principal executive offices)

Registrant's telephone number, including area code (250) 765-6424

<u>N/A</u>

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

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

] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b -2 of this chapter).

Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

[]

#### Item 3.02 Unregistered Sales of Equity Securities

Lexaria has received US\$349,223.44 from the exercise of warrants and options previously granted. The options were exercised at the price of US\$0.2273 and 110,000 common shares are being issued. The Company has also received for exercise a total of 542,332 warrants previously granted; being 6,532 broker warrants @ US\$0.42 and 535,800 warrants @ US\$0.60. The warrant and option exercises are by third parties who are neither an officer nor a director of the Company.

V1X 3M4 (Zip Code) 3,266 new warrants are issued related to the exercise of the broker warrants, each warrant good to buy one common share at a price of US\$0.60 until April 3, 2019.

No commissions or placement fees have been paid related to the funds received from these warrants exercised. Proceeds will be used for general corporate purposes.

# 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.

The Company separately announces that it has engaged JGRNT Capital Corp to provide strategic consulting services to the Company for a one-year term with base compensation set at CDN\$1,000 monthly and the awarding of 500,000 warrants, each valid to purchase one common share at a price of US\$1.83 and valid for two years.

#### Item 7.01 Regulation FD Disclosure

A copy of the news release announcing that Lexaria has received US\$349,223.44 from the exercise of a warrants and options previously granted is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

#### Item 9.01 Financial Statements and Exhibits

10.1 Services Agreement with JGRNT Capital Corp. dated January 17, 2018

<u>99.1</u> Press Release dated January 17, 2018

## 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.

### LEXARIA BIOSCIENCE CORP.

/s/ Chris Bunka Chris Bunka CEO, Principal Executive Officer

Date: January 17, 2018

#### SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 17<sup>th</sup> day of January, 2018.

## BETWEEN:

Lexaria Bioscience Corp., a company duly incorporated under the laws of the State of Nevada and having its office at 156 Valleyview Rd, Kelowna BC Canada V1X 3M4

(hereinafter referred to as the "Company")

#### OF THE FIRST PART

AND

#### JGRNT Capital Corp. of XXXXXX XXXX, Toronto, Ontario, .

(hereinafter referred to as "JGRNT" or "Consultant")

### WHEREAS:

A. The Company wishes to engage JGRNT for corporate development and to provide services to it on the terms and conditions hereinafter set forth.

B. JGRNT has agreed to provide the services to the Company on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of the covenants and agreements hereinafter contained the parties hereto have agreed as follows:

### 1. ENGAGEMENT OF SERVICES

- 1.1. The Company hereby engages JGRNT to provide services as an independent contractor to the Company under the direction and approval of the Company's President and Chief Executive Officer; and JGRNT hereby agrees to perform the following duties required of him in accordance with the terms of this agreement namely:
  - A. Introductions, discussions and negotiations with individuals and corporations to assist the company's growth & financing including potential technology partners; licensees; finance providers; strategic partners, and more.
  - B. Creating/maintaining investor related material including assisting with press release creation, corporate presentations, website content, etc. Keeping the message to the financial markets aligned.
  - C. Other corporate development activities, which may include contract negotiating and revisions.
  - D. Other activities as may be required to help build the business, which could also include strategic financing partners, or merger and acquisition opportunities.
  - E. New geographical markets for products; and contemplation of new products for existing geographical markets.
  - F. General Services. JGRNT shall serve the Company (and/or such subsidiary or subsidiaries of the company as the Company may from time to time require) in such consulting capacity or capacities as may from time to time be determined by resolution of the Board of Directors or senior management of the Company and shall perform such duties as an independent contractor. JGRNT will work as needed with lawyers, partners, and other stakeholders as required by the Company. JGRNT shall fulfill all other duties that should be reasonably expected by and at the pleasure of the Company's management (together with all other items within this Section 1.1, the "Services").

## 2. <u>TERM</u>

2.1. The initial term of this Agreement shall be for a period of one (1) year, commencing as of the 17<sup>th</sup> day of January 2018 and continuing month to month thereafter with all terms in effect unless and until terminated or upon Agreement expiry as hereinafter provided.

#### 3. SERVICES

- 3.1 JGRNT agrees to perform the Services contracted hereunder in the following manner:
  - to carry out all functions associated with the Services to the best of his skill and ability for the exclusive benefit of the Company and to act at all times during the term of this Agreement in the best interests of the Company;
  - (b) to carry out the Services in a timely manner;
  - (c) to conduct himself within the expected levels of corporate professionalism and decorum always representing the Company to the highest corporate standards; and
  - (d) to use his best endeavors to preserve the goodwill and reputation of the Company and the relationship between the Company and its stakeholders.

#### 4. REMUNERATION

- 4.1. The Company shall pay to JGRNT for all Services rendered hereunder:
- 4.2. the sum of one thousand dollars (CDN\$1,000.00) per month, plus HST if applicable, payable on the 30<sup>th</sup> day of each month (the "Monthly Fee");
- 4.3. The Company shall issue 500,000 warrants to JGRNT, each to purchase one share of common stock of the Company at a price that is US\$0.01 higher than the closing price on the OTCQX on the day previous to the announcement of this Agreement and that expire two years after issuance;
- 4.4. JGRNT's out of pocket expenses incurred on behalf of the Company will be paid as per Section 8.5 of this Agreement.
- 4.5. JGRNT will be entitled to receive a bonus on terms and conditions that may be established and approved by not less than two persons of the Company's management, in their sole discretion acting reasonably.
- 4.6. For new customers sourced by the Consultant during the first six (6) months after signing; for combined Lexaria and ViPova products and including all combined sales efforts and/or technology licensing revenues, achieving non-refundable revenues of US\$200,000 to any single customer in any consecutive 60-day period would result in a restricted common share award of 100,000 Company shares; and, after the first six (6) months after signing and expiring twelve (12) months after signing; for combined Lexaria and ViPova products and including all sales efforts, achieving non-refundable revenues of US\$200,000 to any single customer in any consecutive 60-day period would result in a restricted common share award of 50,000 Company shares; this clause limited to one payment per customer during the 12-month period, but payable on each customer that meets these sales/licensing thresholds;

- 4.7. For new customers sourced by the Consultant during the first six (6) months after signing; for combined Lexaria and ViPova products and including all combined sales efforts and/or technology licensing revenues, achieving non-refundable revenues of US\$500,000 in any fiscal quarter would result in a restricted common share award of 200,000 Company shares; and, after the first six (6) months after signing and expiring twelve (12) months after signing; for combined Lexaria and ViPova products and including all sales efforts, achieving non-refundable revenues of US\$500,000 in any fiscal quarter would result in a restricted common share award of 100,000 Company shares; this clause limited to one payment per fiscal quarter;
- 4.8. Sections 4.5 and 4.6, above, collectively or individually, are defined as "Milestone Payments".
- 4.9. Sections 4.5 and 4.6, above, are additive to each other. For example, if Consultant sources a customer that produces \$650,000 in revenue in the first six months, then Consultant is eligible to receive the Milestone Payment noted in Section 4.5, but NOT eligible to receive the Milestone Payment noted in Section 4.6, unless the customer produces revenue of \$700,000 or more within the first six months.

If so requested by JGRNT and through calculation with and JGRNT's approval at the time of any and each award, all restricted common share awards mentioned in this Agreement shall be subject to a reduction in the number of restricted common shares issued to JGRNT per grant to be paid instead as cash proportional to the tax liability to be incurred by JGRNT at the time of the award. The Company would withhold from payment to JGRNT that fraction of restricted common shares in each of the paragraphs in Section 3, above, that would correspond with the federal and provincial income tax payments otherwise payable by JGRNT specifically with respect to each award only, and JGRNT agrees that such a hybrid payment of cash and restricted common shares would fulfill the obligations of the Company with respect to each affected award. The intent of this partial cash payment would be to provide cash compensation to JGRNT in the proportionate amount of each restricted common share award and it is expressly agreed that it remains the sole responsibility of JGRNT to remit all amounts due to Provincial and Federal tax authorities. This provision does not conflict with nor negate the validity of Section 4.6 or 4.7.

#### 5. TERMINATION

- 5.1. This Agreement may be terminated by either party at any time by one (1) month notice in advance, in writing given by JGRNT to the Company, or by the Company to JGRNT.
  - The Company may terminate this Agreement at any time, without further obligation to JGRNT if JGRNT breaches any of the terms and conditions of this Agreement;

## 6. <u>NOTICE</u>

6.1. Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered to, or sent by prepaid registered post addressed to, the respective addresses of the parties appearing on the first page of this Agreement (or to such other address as one party provides to the other in a notice given according to this paragraph). Where a notice is given by registered post it shall be conclusively deemed to be given and received on the fifth day after its deposit in a Canada post office any place in Canada.

#### 7. <u>TAXES</u>

7.1 JGRNT shall be responsible for the payment of its income, capital gains and all other taxes and other remittances including but not limited to any form of insurance as shall be required by any governmental entity (including but not limited to health insurance and federal and state or provincial income taxes), with respect to compensation paid by the Company to JGRNT, and nothing in this Agreement implies or creates a relationship of employment. JGRNT agrees to indemnify the Company for any tax, insurance or other remittance JGRNT fails to make and which the Company may be obligated to pay.

#### 8. MISCELLANEOUS

- 8.1 This Agreement may not be assigned by either party without the prior written consent of the other.
- 8.2 The titles of headings to the respective paragraphs of this agreement shall be regarded as having been used for reference and convenience only.
- 8.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 8.4 This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia, Canada.
- 8.5 Expenses. JGRNT shall be reimbursed for all travelling and other expenses actually and properly incurred by it in connection with its duties hereunder, not including commuting to the office that is the normal place of business. For all such expenses JGRNT shall furnish to the Company statements, receipts and vouchers for such out-of-pocket expenses on a monthly basis. JGRNT is pre-authorized to incur up to \$500 per month, cumulatively, in relevant expenses. Amounts over \$500 per month, and all air-travel and hotel expenses, must be pre-approved by management of the Company or will be disallowed. Both parties recognize that as the financial condition of the Company improves or deteriorates, this amount may be increased or decreased without making changes to this document, provided the Company makes JGRNT aware, in writing, of the changed amount.
- 8.6 JGRNT shall not, either during the continuance of its contract hereunder or at any time thereafter, disclose the private affairs of the Company and/or its subsidiary or subsidiaries, or any secrets or intellectual property of the Company (together or separately and as described below, "Proprietary Information") and/or its subsidiary or subsidiaries, to any person other than the Directors of the Company and/or its subsidiary or subsidiaries or for the Company's purposes and shall not (either during the continuance of its contract hereunder or at any time thereafter) use for its own purposes or for any purpose other than those of the Company any information it may acquire in relation to the business and affairs of the Company and/or its subsidiary or subsidiaries, unless required by law.

- 8.7 **Proprietary Information** as that term is used herein shall consist of the following:
  - a) all knowledge, data and information which JGRNT may acquire from the documents and information disclosed to it by the Company, its employees, attorneys, consultants, independent contractors, clients or representatives whether orally, in written or electronic form or on electronic media including, by way of example and not by limitation, any products, customer lists, supplier lists, marketing techniques, technical processes, formulae, inventions or discoveries (whether patentable or not), innovations, suggestions, ideas, reports, data, patents, trade secrets and copyrights, made or developed by the Company and related data and information related to the conduct of the business of the Company.
  - b) Proprietary Information shall also include discussions with officers, directors, employees, independent contractors, attorneys, consultants, clients, finance sources, customers or representatives and the fact that such discussions are taking place.
  - c) Proprietary Information shall not be directly or indirectly disclosed to any other person without the prior written approval of the Company.
  - Proprietary Information may not be used during the period of this contract nor thereafter, for the betterment of any other commercial enterprise, company, project or person without the prior written approval of the Company.
  - e) Proprietary Information shall not include matters of general public knowledge, information legally received or obtained by JGRNT from a third party or parties without a duty of confidentiality, and information independently known or developed by JGRNT without the assistance of the Company.
- 8.8 JGRNT shall well and faithfully serve the Company or any subsidiary as aforesaid during the continuance of its contract hereunder and use its best efforts to promote the interests of the Company. At all times JGRNT will maintain a high degree of professionalism and integrity as would be expected in keeping with his role. JGRNT reserves the right to refuse any request from the Company which may, in his reasonable opinion, violate either Federal or State Laws in either the United States or Canada.
- 8.9 This Agreement may be terminated forthwith by the Company or JGRNT without notice if either party breaches the Agreement. A breach may include, but is not limited to, the following:
  - a) The Company or JGRNT shall commit any material breach of any of the provisions herein contained; or
  - b) The Company or JGRNT shall be guilty of any misconduct or neglect in the discharge of its duties hereunder; or
  - c) The Company or JGRNT shall become bankrupt or make any arrangements or composition with its creditors; or
  - d) JGRNT shall become of unsound mind or be declared incompetent to handle his own personal affairs; or

(e) The Company or JGRNT shall be convicted of any criminal offence other than an offence which, in the reasonable opinion of the Board of Directors of the Company, does not affect his/their position as a consultant or a director of the Company.

This Agreement may also be terminated by either party upon thirty (30) days written notice to the other. Should the Company terminate this agreement for a reason not enumerated in items 8.9(a), 8.9(b), 8.9(c), 8.9(d), or 8.9(e), JGRNT will be entitled to all Milestone Payments, as they relate to transactions which were in process but had not yet closed at the date of his termination, to which he would have otherwise been entitled for a period of 60 days after the date of his notice of termination.

8.10 In the event this Agreement is terminated by reason of default on the part of JGRNT or the written notice of the Company, then the provisions of Sections on Proprietary Information and on Confidentiality shall survive the termination or expiration of this Agreement.

8.11 Upon Termination or expiration of this Agreement, for any reason, JGRNT shall do the following: JGRNT must return to Lexaria immediately, all correspondence, information, reports, emails, phone recordings or transcripts, notes, JGRNT contact information and all other materials related to the work performed for Lexaria including all Proprietary Information during the contract period.

- a) All such materials and information as referred to in Section 8.11 are the exclusive property of the Company. After returning, transmitting or otherwise sending such information to Lexaria, JGRNT must destroy any and all remaining copy (ies) or records of same.
- b) All such materials and information as referred to in Section 8.11 were obtained during the time of the paid contract with Lexaria, and may not be shown, lent, given, discussed or in any way disclosed with or to any other party as per the terms of the contract. The Proprietary Information JGRNT gains or has access to during the period of the contract is the exclusive property of Lexaria Corp, and the provisions governing such proprietary information survives the termination of this Consulting Agreement.

8.12 The Company is aware that JGRNT is independent and may have and may continue to have financial, management or business interests in other companies. The Company agrees that JGRNT may continue to devote time to such outside interests, provided that such interests do not conflict with or hinder JGRNT's ability to perform his duties under this Agreement.

8.13 The services to be performed by JGRNT pursuant hereto are personal in character, to be performed by Mr. Jamieson Bondarenko, and neither this Agreement nor any rights or benefits arising thereunder are assignable by JGRNT without the previous written consent of the Company.

8.14 With the exception of any previously granted options or restricted stock, any and all previous agreements, written or oral, between the parties hereto or on their behalf relating to the agreement between JGRNT and the Company are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other party hereto of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such previous agreements.

8.15 Any notice in writing or permitted to be given to JGRNT hereunder shall be sufficiently given if delivered to JGRNT personally or mailed by registered mail, postage prepaid, addressed to JGRNT at the address on the front of this Agreement. Provided any such notice is mailed via guaranteed overnight delivery, as aforesaid shall be deemed to have been received by JGRNT on the first business day following the date of mailing. Any notice in writing required or permitted to be given to the Company hereunder shall be deemed to have been received by the Company on the first business day following the date of mailing provided such mailing is sent via guaranteed overnight delivery. Any such address for the giving of notices hereunder may be changed by notice in writing given hereunder.

8.16 The provisions of this Agreement shall inure to the benefit of and be binding upon JGRNT and the successors and assigns of the Company. For this purpose, the terms "successors" and "assigns" shall include any person, firm or corporation or other entity which at any time, whether by merger, purchase or otherwise, shall acquire all or substantially all of the assets or business of the Company.

8.17 Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the provisions of this Agreement.

8.18 This Agreement is being delivered and is intended to be managed from the Province of British Columbia and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such Province. Similarly no provision within this contract is deemed valid should it conflict with the current or future laws of the United States of America or current or future regulations set forth by the United States Securities and Exchange Commission, the British Columbia Securities Commission, or the Ontario Securities Commission. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom or which enforcement of any waiver, change, modification or discharge is sought.

8.19 This Agreement and the obligations of the Company herein are subject to all applicable laws and regulations in force at the local, State, Province, and Federal levels in both Canada and the United States. In the event that there is an employment dispute between the Company and JGRNT, JGRNT agrees to allow it to be settled according to applicable Canadian law in an applicable British Columbia jurisdiction.

8.20 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. Any and all potential or actual common share award or stock option awards will be in compliance with all applicable regulations in the USA and Canada. The securities issued will be subject to a hold period in Canada of not less than four months and one day, or for any resales possible into the USA under Rule 144, not less than six months and one day. Hold periods may be longer if regulations so stipulate.

8.21 This contract will expire on January 17, 2019 unless renewed or extended by mutual written consent of both parties prior to that date and can further serve as a month-tomonth agreement after that date if both parties so agree in writing at that time.

8.22 Any common shares that may be issued under this Agreement will be subject to applicable hold periods and will include restricted legends as per regulations that exist at the time of issuance. These legends will substantially resemble the following:

"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 MUST NOT TRADE THE SECURITY BEFORE **XXXXX.** 

- 8.23 JGRNT understands and agrees that his name and likeness could be announced and circulated with regards to his role with the Company. His name could be disseminated through such avenues as press releases, websites, or other media; and in personal meetings and appearances and public events. JGRNT understands that as a publicly traded entity, the Company has certain transparency obligations to its shareholders, stock exchanges, and other regulatory bodies, and has legal obligations to disclose JGRNT's initial and ongoing relationship with the Company during the normal course of business.
- 8.24 Company agrees to indemnify JGRNT and hold JGRNT harmless from and against any and all liabilities, losses and expenses arising from (i) any breach of JGRNT's representations and warranties set forth herein; (ii) any liability to third parties as a result of JGRNT's communication and/or sale of End Products, and (iii) any claims of infringement raised by third parties as to the Technology or Licensed Patents.

8.25 JGRNT agrees to indemnify Company and hold Company harmless from and against any and all liabilities, losses and expenses arising from (i) any breach of Company's representations and warranties set forth herein; (ii) any liability to third parties as a result of Company's communication and/or sale of End Products; and (iii) any claims of infringement raised by third parties as to the Technology or Licensed Patents.

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

# Lexaria Bioscience Corp:

/s/ Chris Bunka Authorized Signatory

/s/ Jamieson Bondarenko JRGNT Capital Corp. Jamieson Bondarenko

#### Lexaria Announces Exercises of Existing Warrants.

Kelowna, British Columbia – January 17, 2018 – Lexaria Bioscience Corp. (OTCQX: LXRP) (CSE: LXX) (the "Company" or "Lexaria") announces various option and warrant transactions. Lexaria announces it has received US\$349,223.44 from the exercise of warrants and options previously granted. The options were exercised at the price of US\$0.2273 and 110,000 common shares are being issued. The Company has also received for exercise a total of 542,332 warrants previously granted; being 6,532 broker warrants @ US\$0.42 and 535,800 warrants @ US\$0.60. The warrant and option exercises are by third parties who are neither an officer nor a director of the Company.

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#### About Lexaria

Lexaria Bioscience Corp. has developed and out-licenses its disruptive delivery technology that promotes healthier ingestion methods, lower overall dosing and higher effectiveness of lipophilic active molecules. Lexaria has multiple patents pending in over 40 countries around the world and has patents granted in the USA and in Australia for utilization of its DehydraTECH<sup>TM</sup> delivery technology. Lexaria's technology provides increases in intestinal absorption rates; more rapid delivery to the bloodstream; and important taste-masking benefits, for orally administered bioactive molecules including cannabinoids, vitamins, non-steroidal anti-inflammatory drugs (NSAIDs), nicotine and other molecules.

#### www.lexariabioscience.com

For regular updates, connect with Lexaria:



#### 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, including but not limited to: that any additional stock warrants or stock options will be exercised. 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. 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, the patent application and approval process and other factors which may be identified from time to time in the Company's public announcements and filings. There is no assurance that existing capital is sufficient for the Company's needs or that it will be able to raise additional capital. There is no assurance that any planned corporate activity, scientific R&D, business venture, or initiative will be pursued, or if pursued, will be avarable or in any way support future business activities of any kind. Scientific R&D, business venture, or initiative will be pursued, or if pursued, will be successful. There is no assurance that any planned corporate activity, scientific study, R&D, business venture, or initiative will be realized in any manner or in any part. No statement

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