

**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) **May 28, 2018**

LEXARIA BIOSCIENCE 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.)

156 Valleyview Road, Kelowna, BC Canada
(Address of principal executive offices)

V1X 3M4
(Zip Code)

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

N/A
(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 1.01 Entry into a Material Definitive Agreement

On May 28, 2018, Lexaria Bioscience Corp. ("Lexaria" or the "Company") announced that is has entered into a three-year consulting contract with Nuka Enterprises, LLC ("Nuka") for the cost of a one-time payment of US\$500 (the "Consulting Agreement"). The services to be provided by Nuka include customer relations and introductions, participation at industry events and the communication of Lexaria's technology to other prospective customers.

Item 3.02 Unregistered Sales of Equity Securities

Lexaria has received US\$63,000 from the exercise of warrants previously granted. The Company has received for exercise a total of 450,000 warrants with an exercise price of US\$0.14, previously granted. The warrant exercises are by third parties who are neither an officer nor a director of the Company. 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 granted 250,000 warrants expiring three years after issuance with an equity exercise price of US\$1.55 to Nuka pursuant to the Consulting Agreement.

Company announced that pursuant to existing stock option plans, it has granted stock options to directors, officers, employees and consultants that enable the option holders to purchase up to 1,725,000 common shares of the Company at a price of US\$1.53 for a period of five years, vesting immediately.

Item 7.01 Regulation FD Disclosure

A copy of the news releases announcing that Lexaria has received US\$63,000 from the exercise of warrants previously granted and that Lexaria has entered into the Consulting Agreement is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

A copy of the news releases announcing that Lexaria intends to create two wholly-owned subsidiaries is filed as exhibit 99.2 to this current report and is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits

[10.1 Consulting Agreement with Nuka Enterprises, LLC](#)

[99.1 Press Release dated May 28, 2018](#)

[99.2 Press Release dated May 31, 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: June 1, 2018

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "**Agreement**") dated for reference the 25th day of May, 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

Nuka Enterprises, LLC, a Delaware limited liability company with offices at 9690 Dallas St., Henderson, Colorado (hereinafter referred to as "the **Consultant**" or "**Consultant**")

WHEREAS:

- A. The Company wishes to engage Consultant as its external technology, partnering and branding liaison, reporting to the CEO and President of the Company, and assorted other opportunities on the terms and conditions hereinafter set forth, effective May 25, 2018 (the "**Effective Date**").
- B. Consultant has agreed to provide the Services (as hereinafter defined) 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 Consultant to provide Services as an independent contractor to the Company under the direction of the CEO and President of the Company; and
- 1.2. Consultant hereby agrees to perform the following duties required of it in accordance with the terms of this Agreement, namely:
 - (a) Promote the Company and its technology at public events; conferences; industry events and in private corporate or industry-related discussions; and
 - (b) Act as ambassador and promote a positive image about the Company to the press and news media when there are opportunities to do so; and
 - (c) General Services. Consultant shall serve the Company (and/or such subsidiary or subsidiaries of the Company as the Company may from time to time reasonably require) in such consulting capacity or capacities as may from time to time be determined by senior management of the Company and shall perform such duties and exercise such powers as may from time to time be determined by senior Company management, as an independent contractor. Consultant will work as needed with partners, shareholders and other stakeholders as reasonably required by the Company. Consultant shall fulfill all duties expected of a senior consultant of a biotechnology/bioscience company that should be reasonably expected by and at the pleasure of the Board of Directors of the Company (together with all other items within Section 1.2, the "**Services**").

2. **TERM**

- 2.1. The initial term of this Agreement shall be for a period of three (3) years commencing as of the Effective Date and continuing thereafter until the third (3rd) anniversary of the Effective Date, with all terms in effect unless and until terminated as hereinafter provided in Section 5.
- 2.2. Unless earlier terminated or renewed with a new agreement, this Agreement will remain in force on a month-to-month basis upon its expiry, provided however that Consultant shall be compensated for any additional Services as mutually agreed upon by the parties.

3. **SERVICES**

- 3.1 Consultant agrees to perform the Services contracted hereunder including the following:
- (a) to carry out all functions associated with the Services to the best of its skill and ability for the benefit of the Company;
 - (b) to carry out the Services in a timely manner;
 - (c) to NOT perform the same work or engage in the same services for any other company or client that provides technology that directly competes against the Company for gastro-intestinal delivery benefits or topical delivery benefits;
 - (d) to act, at all times during the term of this Agreement, in the best interests of the Company and to not participate in any activity to the material detriment of the Company or its reputation; and to use its commercially reasonable efforts to preserve the goodwill and positive reputation of the Company.

4. **REMUNERATION**

- 4.1. **Cash Compensation.** In addition to the compensation set forth herein, the Company shall pay to Consultant for all Services rendered hereunder the sum of five-hundred dollars (**US\$500**).
- 4.2. **Expenses.** Consultant shall be reimbursed for travelling and other expenses actually incurred by it in connection with its duties and Services hereunder only when approved in advance by Company and on an individualized basis. For all such expenses, Consultant shall furnish to the Company statements, receipts and vouchers for such out-of-pocket expenses within 30-days of occurrence.
- 4.3. **Equity Compensation.**
- (a) Upon each and any time, between the Effective Date and the first (1st) anniversary of the Effective Date, that the Company's revenues from any single customer of the Company introduced/developed or managed by Consultant in any consecutive 60-day period during such annual period equals or exceeds US\$400,000 for combined "Lexaria Energy" and "ViPova" products and including all combined sales efforts and/or technology licensing revenues, the Company shall grant Consultant a restricted common share award of 75,000 shares of the Company's Common Stock; and
 - (b) Upon each and any time, after the first (1st) anniversary of the Effective Date and expiring twenty-four (24) months of the Effective Date, that the Company's revenues from any single customer of the Company introduced/developed or managed by Consultant in any consecutive 60-day period equals or exceeds US\$400,000 for combined "Lexaria Energy" and "ViPova" products and including all sales efforts and/or technology licensing revenues, the Company shall grant Consultant a restricted common share award of 40,000 shares of the Company's Common Stock; and

- (c) Upon each and any time, between the Effective Date and the first (1st) anniversary of the Effective Date, that the Company's revenues in any fiscal quarter during such annual period, equals or exceeds US\$800,000 for combined "Lexaria Energy" and "ViPova" products and including all sales efforts and/or technology licensing revenues introduced/developed or managed by Consultant, the Company shall grant Consultant a restricted common share award of 150,000 shares of the Company's Common Stock; and
 - (d) Upon each and any time, after the first (1st) anniversary of the Effective Date and expiring twenty-four (24) months of the Effective Date, that the Company's revenues in any fiscal quarter during such annual period, equals or exceeds US\$800,000 for combined "Lexaria Energy" and "ViPova" products and including all sales efforts and/or technology licensing revenues introduced/developed or managed by Consultant, the Company shall grant Consultant a restricted common share award of 80,000 shares of the Company's Common Stock.
- 4.4. Upon the Effective Date of this Agreement and subject to approval of all regulatory bodies, the Company shall grant Consultant a warrant for 250,000 common shares of the Company with a three-year expiration and a strike price equal to one-cent above the previous day's closing price (in U.S. dollars) (the "**Warrant**"). The Warrant, if at that time unexercised, will expire immediately if Company terminates this Agreement pursuant to Section 5.2 below. For the avoidance of doubt, if Company terminates this Agreement without cause or reason, the Warrant shall not expire until its scheduled three-year expiration.
- 4.5. Sections 4.3 and 4.4 above, collectively or individually, are defined as "**Milestone Payments**". Should the Company terminate this Agreement without cause or reason pursuant to Section 5.1 below, Consultant will be entitled to all Milestone Payments, as they relate to transactions which were in process but had not yet closed at the effective date of termination. Any and all awards granted pursuant to this Section 4, including without limitation the Warrant and restricted common stock awards shall be deemed fully vested when granted and shall not be subject to any repurchase rights or forfeiture, regardless of whether or not this Agreement is terminated.

5. **TERMINATION**

- 5.1. This Agreement may be terminated by either party at any time by sixty (60) days' notice in advance, in writing given by Consultant to the Company, or by the Company to Consultant.
- 5.2. Either party may terminate this Agreement, at any time, without further obligation to the other party, if such party breaches any of the terms and conditions of this Agreement, including, but not limited to, if:
- a) The Company or Consultant shall commit any material breach of any of the provisions herein contained; or
 - b) The Company or Consultant shall be guilty of any willful misconduct or negligence in the discharge of its duties hereunder; or
 - c) The Company or Consultant shall become bankrupt or make any assignments for the benefit of its creditors; or

- d) The Consultant shall be convicted of any felony offence other than an offence which, in the reasonable opinion of the Board of Directors of the Company, does not affect Consultant's position as a Consultant of the Company; or
- e) The Company shall be convicted of any criminal offence other than an offence which, in the reasonable opinion of the Consultant, does not affect Consultant's position as a Consultant of the Company.

5.3 The provisions of Sections 8.4 and 8.5 (Proprietary Information and on Confidentiality) shall survive the termination or expiration of this Agreement.

5.4 Upon Termination or expiration of this Agreement, for any reason, Consultant must destroy, or return to the Company immediately, any correspondence, information, reports, emails, phone recordings or transcripts, notes, Consultant contact information and all other materials related to all non-public work performed for the Company including all Proprietary Information during the term of the Agreement. All such materials and information as referred to in this Section 5.4, are the exclusive property of the Company. After returning, transmitting or otherwise sending such information to the Company, Consultant must destroy any and all remaining copy(ies) or records of same. Investor lists, banker and broker lists, and shareholder lists whether provided by the Company or developed by Consultant, if used by Consultant during activities provided under this Agreement, are the exclusive property of the Company any may not be used nor contacted in any manner by the Consultant for any non- Company purpose either during the term of this Agreement and for two (2) years following the expiration of this Agreement. All such materials and information obtained during the term of this Agreement may not be shown, downloaded, lent, given, discussed or in any way disclosed with or to any other party subject to the terms of this Agreement. The Proprietary Information Consultant gained or has access to during the term of this Agreement is the exclusive property of the Company, and the provisions governing such proprietary information survives the termination of this Consulting Agreement.

6. **NOTICE** 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 email, personal delivery or 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. **TAXES** Consultant 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), though not including Director's and Officer's insurance which is paid for and provided by the Company, with respect to compensation paid by the Company to Consultant, and nothing in this Agreement implies or creates a relationship of employment. Consultant agrees to indemnify the Company for any tax, insurance or other remittance Consultant 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.

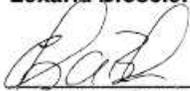
- 8.3 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 8.4 Consultant shall not, either during the continuance of its contract hereunder and for a period of two (2) years after termination of this Agreement, 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 or for the performance of fulfilling its obligations hereunder and shall not (either during the continuance of its contract hereunder and for a period of three (3) years after termination of this Agreement) 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 or as necessary to perform its obligations hereunder.
- 8.5 **Proprietary Information** as that term is used herein shall consist of the following:
- a) all knowledge, data and information which Consultant 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, investor, banking or finance 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, unless such disclosure is necessary for Consultant to perform the Services.
 - d) Proprietary Information may not be used during the period of this Agreement 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 posted on any of the Company's websites or in any Company public regulatory filing; information legally received or obtained by Consultant from a third party or parties without a duty of confidentiality, and information independently known or developed by Consultant without the assistance of the Company.
- 8.6 Consultant shall well and faithfully serve the Company or any subsidiary as aforesaid during the continuance of this Agreement and use its commercially reasonable efforts to promote the interests of the Company. At all times Consultant will maintain a high degree of professionalism and integrity in performing the Services. Consultant reserves the right to refuse any request from the Company which may, in its reasonable opinion, violate either Federal or State Laws in either the United States or Canada.
- 8.7 The Company acknowledges and agrees that Consultant is an independent contractor and will have and will continue to have financial, management and business interests in other companies. The Company agrees that Consultant will continue to devote time to such outside interests.

- 8.8 The Services to be performed by Consultant pursuant hereto are personal in character, to be performed by Mr. Peter Barsoom, and neither this Agreement nor any rights or benefits arising thereunder are assignable by Consultant without the previous written consent of the Company.
- 8.9 Previous written agreements between the parties hereto are unaffected by this Agreement and any notice of cancellation, default or any other circumstances related to this Agreement shall not impose upon nor affect prior agreements in any manner in respect of any such previous agreements.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 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 Warrants, restricted 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.
- 8.14 Consultant 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 Consultant's initial and ongoing relationship with the Company during the normal course of business. Consultant understands and agrees that its name and Mr. Peter Barsoom's likeness could be announced and widely circulated with regards to his role with the Company. His name will be disseminated through such avenues as press releases, websites, or other media; and in personal meetings and appearances and public events; provided however, Consultant shall pre-approve the same in each case.

(signature page to follow)

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

Lexaria Bioscience Corp:



Authorized Signatory

SIGNED by:

NUKA ENTERPRISES, LLC



Peter Barsoom, CEO

DATED:

May 24, 2018

Lexaria Announces Exercises of Existing Warrants, Enters Consulting Agreement

Kelowna, British Columbia – May 28, 2018 – Lexaria Bioscience Corp. (OTCQX: LXP) (CSE: LXX) (the “Company” or “Lexaria”) announces warrant transactions.

Lexaria announces it has received US\$63,000 from the exercise of warrants previously granted. The Company has received for exercise a total of 450,000 warrants with an exercise price of US\$0.14, previously granted. The warrant exercises are by third parties who are neither an officer nor a director of the Company.

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. Separately, Lexaria also announces it has entered into a three-year consulting contract for the cost of a one-time payment of US\$500 and the granting of 250,000 warrants expiring three years after issuance with an equity exercise price of US\$1.55. No shares are being issued at this time. Services to be provided include customer relations and introductions, participation at industry events, and communication of Lexaria’s technology to other prospective customers.

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™ 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 on Twitter (<https://twitter.com/lexariacorp>) and on Facebook <http://tinyurl.com/y8vzcaam>

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Bioscience Corp.

Alex Blanchard, Communications Manager

(778) 796-1897

Or

NetworkNewsWire (NNW)

www.NetworkNewsWire.com

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 Lexaria will successfully complete any other contemplated or existing technology license agreements; or that results from any studies will be favorable or in any way support future business activities of any kind. Scientific R&D is often unpredictable and unanticipated results could emerge from any study and have a material impact. There is no assurance that any planned corporate activity, scientific study, R&D, business venture, or initiative will be pursued, or if pursued, will be successful. There is no assurance that any of Lexaria's postulated uses, benefits, or advantages for the patented and patent-pending technology will in fact be realized in any manner or in any part. No statement herein has been evaluated by the Food and Drug Administration (FDA). Lexaria Energy Foods, Ambarii, DehydraTECH™ technology and ViPova™ products are not intended to diagnose, treat, cure or prevent any disease.

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

Lexaria Bioscience Corp. Structures Nicotine & Pharmaceutical Subsidiaries

Kelowna, British Columbia – May 31, 2018 – Lexaria Bioscience Corp. (OTCQX: LXP) (CSE: LXX) (the “Company” or “Lexaria”), a drug delivery platform innovator, announces that, subject to ongoing legal and tax analysis, it intends to create two wholly-owned subsidiaries that will respectively hold the intellectual property (“IP”) related to, in the case of the first subsidiary, the improved processing and combustion-free delivery of nicotine and nicotine analogs and, in the case of the second subsidiary, delivery of non-steroidal anti-inflammatory drugs (“NSAIDs”), phosphodiesterase (“PDE5”) inhibitors and other active pharmaceutical ingredients.

This proposed structure more suitably reflects the distinct customer bases and business applications for each subsidiary, thereby allowing the Company to focus its future research and consider financing structures and industry partnerships specifically optimized to each. It is expected that Lexaria’s patented DehydraTECH™ technology will be utilized by both subsidiaries.

Lexaria recently announced lab test results related to delivery of nicotine through the gastrointestinal tract and superior nicotine absorption in animal blood plasma with two particularly significant findings:

- 1) Speed of onset – as much nicotine delivered to the bloodstream in 15 minutes with the Lexaria technology vs. nearly 3 hours in the control group.
- 2) Bioavailability – approximately 560% more nicotine into brain tissue than the control formulation.

These discoveries have led to increased and ongoing dialogue with leading nicotine industry participants regarding the possible utilization of Lexaria’s technology. Lexaria believes that these organizational changes could enable significant increases in shareholder value while meeting the diverse needs of providing services to different industry sectors.

Separately, the Company announces that pursuant to existing stock option plans, it has granted stock options to directors, officers, employees and consultants that enable the option holders to purchase up to 1,725,000 common shares of the Company at a price of US\$1.53 for a period of five years, vesting immediately.

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 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 applications of its DehydraTECH™ 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, NSAIDs, PDE5 inhibitors, nicotine and other molecules. www.lexariabioscience.com



For regular updates, connect with Lexaria on Twitter (<https://twitter.com/lexariacorp>)



and on Facebook <http://tinyurl.com/y8vzcaam>

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Bioscience Corp.

Alex Blanchard, Communications Manager

(778) 796-1897

Or

NetworkNewsWire (NNW)

www.NetworkNewsWire.com

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 patent protection will be realized or that patent achievements will deliver material results. 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, scientific discovery, 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 the Company will be capable of developing, marketing, licensing, or selling edible products containing cannabinoids or any other active ingredient. There is no assurance that any planned corporate activity, scientific research or study, business venture, technology licensing pursuit, patent application or allowance, consumer study, or any initiative will be pursued, or if pursued, will be successful. There is no assurance that any of Lexaria's postulated uses, benefits, or advantages for the patented and patent-pending technology will in fact be realized in any manner or in any part. There is no assurance that ongoing dialogue with leading nicotine industry participants will lead to any benefit to the Company. No statement herein has been evaluated by the Food and Drug Administration (FDA). Lexaria-associated products are not intended to diagnose, treat, cure or prevent any disease.

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