
**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 10, 2014

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 Agreement

Item 3.02 Unregistered Sales of Equity Securities

On March 10, 2014, the Company entered into a Social Media/Web Marketing Agreement with Stuart Gray. The term of this Agreement shall begin on the date of execution of this Agreement for a period of 12 months. The consideration for services is \$60,000 payable in common shares of the Company.

Upon execution of the Agreement, the Company issued 150,000 common shares of the Company at a price of \$0.40 for the 12 month Social Media/Web Marketing Agreement.

The Company issued the one (1) non-US persons in an off-shore transaction pursuant to the exemption from registration provided for under Regulation S, promulgated under the United States Securities Act of 1933, as amended. Each of the subscribers represented that they were not a "US person" as such term is defined in Regulation S.

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

Item 7.01 Regulation FD Disclosure.

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

TEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit No.	Description
10.1	Social Media/Web Marketing Agreement dated March 10, 2014
99.1	News Release dated March 10, 2014

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 10, 2014

Lexaria Corp.

(Signature)

By: “s/ Chris Bunka”

Chris Bunka

President & CEO

Social Media / Web Marketing Agreement

This Social Media and Marketing Agreement (the "Agreement") is made and effective **March 10, 2014**.

BETWEEN: **Stuart Gray** (the "Marketer / Developer"), is an individual located in British Columbia, Canada, with head office located at:

980 Skeena Drive
Kelowna, BC V1V 2K7
Canada

AND: **Lexaria Corp.** ("Lexaria" the "Customer"), a corporation organized and existing under the laws of the British Columbia, Canada with its head office located at:

Suite 950 – 1130 West Pender Street
Vancouver BC, V6E 4A4

1. BACKGROUND INFORMATION

- A. The Marketer / Developer is in the business of designing and marketing and has experience in Social Media, Media and Marketing.
- B. The Customer wishes to have a social media presence and to make such a presence available through the Internet.
- C. The customer, Lexaria Corp., is the current registered owner of the Internet domain name www.lexariaenergy.com which may be linked to social media related landing pages.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

2. CREATION AND MARKETING

2.1 Engagement of Developer

Customer hereby engages the services of the Developer / Marketer for the purpose of design, creating and marketing services. This includes but not limited to marketing services related to Social Media in Face Book and Twitter. In addition Developer / Marketer may arrange media related coverage.

2.2 Developer Created Content

The Customer shall be responsible for delivering all Content. Social Media content will only be used from the Company's Website. www.lexariaenergy.com or be approved by the Company President.

2.3 Form of Delivery

Social Media related groups will be provided to Lexaria. Some of the content sent out to social media members may also be provided to Lexaria or affiliated parties upon request.

3. COMPENSATION FOR DEVELOPMENT / MARKETING SERVICES

3.1 Development / Marketing Fee

In consideration of the services to be performed by the Developer / Marketer hereunder, Lexaria Corp. "The Customer" shall pay to Developer / Marketer a total fee ("Development Fee") equal to \$60,000 USD, which shall be payable entirely in restricted common stock as set forth in the Schedule of Payment referred to in Section 3.2, below.

3.2 Schedule of Payments

Customer shall pay to Developer / Marketer, upon execution of this Agreement, an amount equivalent to \$60,000.00 USD (payable as 150,000 restricted common shares priced at US\$0.40 per share) as the complete advance payment for Developer / Marketers services provided for the one year term of this Agreement.

4. PROPRIETARY RIGHTS TO WEBSITE

Creation of Website As A Work For Hire

The Developer / Marketer hereby agrees that all materials that are part of any direct Lexaria Social Media pages and that are created by the Developer, including but not limited to content, text, graphics, and logos, are property of Lexaria.

5. DEVELOPER REPRESENTATIONS AND WARRANTIES

Developer makes the following representations and warranties to the Customer:

Sole and exclusive creator

Developer / Marketer will be the sole and exclusive creator of the Social Media Content and has not created any such materials as a joint work with any other party, through independent contractors, or in any other way that would give any other party any rights in and to the Content.

6. CONFIDENTIALITY COVENANTS

- A. The parties acknowledge and agree that during the course of the relationship contemplated hereby that they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties each agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such confidential information to any other party, shall not use such confidential information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information.
 - B. The parties agree that confidential information shall be limited to disclosure within the organization of the recipient to those top management personnel and developers with a bona fide need to know such information as a necessary part of their contribution to the performance under this Agreement.
 - C. For purposes of this Agreement, confidential information shall include any and all information that is of a proprietary, confidential or trade secret nature, of strategic importance, or is otherwise considered to be confidential or proprietary by the releasing party.
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7. TERM AND TERMINATION

This Agreement shall commence on the effective date hereof and shall remain in effect for one year thereafter “The Term”.

8. INDEPENDENT CONTRACTOR STATUS

The parties agree that Developer / Marketer shall be an independent contractor and not an agent, employee or representative of Customer. Lexaria shall have no right to direct or control the details of the Developer’s work. Developer shall not receive any fringe benefits or other perquisites that the Customer may provide to its employees and Developer agrees to be responsible for its own business overhead and costs of doing business and to furnish (or reimburse Customer for) all tools and materials necessary to accomplish the services required of the Developer pursuant to this agreement.

9. GOVERNING LAW

In interpreting the terms of this Agreement, the parties agree that the laws of British Columbia shall be applicable. All suits permitted to be brought in any court shall be in Vancouver, BC, Canada.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

11. TIME OF THE ESSENCE

Both Parties recognize that time is of the essence in this Agreement and that the failure to develop / create and deliver the deliverables hereunder in accordance with the Delivery Schedule shall result in expense and irreparable damage to the Customer.

12. FORCE MAJEURE

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other act or condition beyond the reasonable control of the party in question.

13. PARTIAL INVALIDITY

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

14. NO WAIVER

The failure of either Party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

15. HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

16. COUNTERPARTS

This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

STUART GRAY - DEVELOPER / MARKETER

Authorized Signature
STUART GRAY

LEXARIA CORP / CUSTOMER

Authorized Signature
CHRIS BUNKA
PRESIDENT and CEO

NEWS RELEASE

Lexaria Enters Social Media Contract

Kelowna, BC—March 10, 2014 - Lexaria Corp. (LXRP-OTCQB) (LXX-CSE) (the "Company" or "Lexaria") announces that it has entered into a one year contract with Stuart Gray to provide Social Media Marketing.

Mr. Gray has been in the social media business for well over a decade in various capacities for publically listed companies. He is an expert in media relations, marketing awareness, and social media trends. Mr. Gray will be paid 150,000 restricted common shares as payment in full for the one year contract.

Lexaria will endeavor to communicate its story and plans to a growing audience throughout the year to come, and embraces strategies to ensure we reach a broad base of investors and media.

Lexaria is currently conducting due diligence on acquisition opportunities in the Medical Marijuana sector in both Canada and the USA, and will provide additional information as it becomes available.

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's shares are quoted in the USA with symbol LXRP 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 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. It is impossible to identify all such factors but they include and are not limited to the existence of underground deposits of commercial quantities of oil and gas; cessation or delays in exploration because of mechanical, weather, operating, financial or other problems; capital expenditures that are higher than anticipated; or exploration opportunities being fewer than currently anticipated. There can be no assurance that road or site conditions will be favorable for field work; no assurance that well treatments or workovers will have any effect on oil or gas production; no assurance that oil field interconnections will have any measurable impact on oil or gas production or on field operations, and no assurance that any expected new well(s) will be drilled or have any impact on the Company. There can be no assurance that expected oil and gas production will actually materialize; and thus no assurance that expected revenue will actually occur. There is no assurance the Company will have sufficient funds to drill additional wells, or to complete acquisitions or other business transactions. Such forward looking statements also include estimated cash flows, revenue and current and/or future rates of production of oil and natural gas, which can and will fluctuate for a variety of reasons; oil and gas reserve quantities produced by third parties; and intentions to participate in future exploration drilling. Adverse weather conditions including but not limited to surface flooding can delay operations, impact production, and cause reductions in revenue. The Company may not have sufficient expertise to thoroughly exploit its oil and gas properties. The Company may not have sufficient funding to thoroughly explore, drill or develop its properties. Access to capital, or lack thereof, is a major risk and there is no assurance that the Company will be able to raise 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 business will provide any benefit to Lexaria and no assurance that social media activities will be effective in communicating.

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