# 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): Ma	arch 12, 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))

#### Item 1.01 Entry into a Material Agreement

## Item 3.02 Unregistered Sales of Equity Securities

On March 12, 2014, the Company signed a \$50,000 12 month marketing agreement with Agora Internet Relations Corp. payable in common shares of the Company. The first quarter payment is \$12,500, by issuing 20,833 common shares of the Company at a market price of \$0.60 per share. The following are the deliverables for the agreement:

- 10,000,000 Ads Embedded Within AGORACOM.com Discussion Forums
- 4 Week Exclusive Sponsorship AGORACOM.com Front Page
- 4 Week Exclusive Sponsorship AGORACOM / YouTube Small-Cap TV
- 4 Week Exclusive Sponsorship AGORACOM Twitter Account
- 4 Week Exclusive Sponsorship AGORACOM Member Account Profiles
- 4 Skype / In Camera Interviews Distributed Through Network, YouTube, iTunes and All Majors
- 3 Feature Webcasts Powerpoint + Voice Over Presentation
- 12 Months Search Engine Awareness Program Target Online Investors Via Google, Bing, Yahoo
- Unlimited Front Page Featured News For All Material News, Updates, Events, etc.
- Unlimited News Flash For All Material News, Updates, Events, etc.
- Unlimited AGORACOM Webcast TV For All Material News, Updates, Events etc.

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
<u>10.1</u>	Online Marketing Agreement dated March 12, 2014
<u>99.1</u>	News Release dated March 12, 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 12, 2014

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



# THIS ONLINE MARKETING AGREEMENT made as of the 7<sup>th</sup> Day Of March, 2014

## BETWEEN:

Lexaria Corp. a company subsisting under the laws of the State of Nevada and having its head office at 950-1130 West Pender Street, Vancouver, British Columbia, V6E 4A4

### ("Advertiser")

#### AND:

AGORA Internet Relations Corp. a company incorporated in the province of Ontario, with head office at 155 East Beaver Creek Road, Unit 24, Suite 304, Richmond Hill, ON L4B 2N1

#### ("AGORA")

# **CONTRACT DETAILS**

#### **Ad Placement and Deliverables**

- 10,000,000 Ads Embedded Within AGORACOM.com Discussion Forums
- 4 Week Exclusive Sponsorship AGORACOM.com Front Page
- 4 Week Exclusive Sponsorship AGORACOM / YouTube Small-Cap TV
- 4 Week Exclusive Sponsorship AGORACOM Twitter Account
- 4 Week Exclusive Sponsorship AGORACOM Member Account Profiles
- 4 Skype / In Camera Interviews Distributed Through Network, YouTube, iTunes and All Majors
- 3 Feature Webcasts Powerpoint + Voice Over Presentation
- 12 Months Search Engine Awareness Program Target Online Investors Via Google, Bing, Yahoo
- Unlimited Front Page Featured News For All Material News, Updates, Events, etc.
- Unlimited News Flash For All Material News, Updates, Events, etc.
- Unlimited AGORACOM Webcast TV For All Material News, Updates, Events etc.

#### **Guaranteed Exposure**

AGORA guarantees to the Advertiser that their ad(s) will be placed in such a way that the number of exposures ordered in the contract will be achieved in the ordered timeframe if no external interference such as war, revolution, natural or man-made disasters, acts of God or other third party intervention.

In the event there is or will be a shortfall in impressions, such shortfall shall not be considered a breach of this Insertion Order by AGORA. Rather, AGORA will provide Advertiser, with additional or comparable (in value) "make good" impressions. AGORA reserves the right to alter Advertiser traffic to accommodate trafficking needs or other operational needs. Advertiser shall be entitled to a pro rata refund of its fees for any under delivery.



Proud Providers of Small-Cap News to our Partners:



#### **Additional Free Exposure**

AGORA may provide the Advertiser with additional ad impressions beyond the contracted amount when excess inventory is available. Any such additional ad impressions will happily be free to the Advertiser.

#### **Ad Creative**

AGORA is willing and able to produce creative needed for the different advertising placements. AGORA shall receive final approval from advertiser prior to publishing any creative.

If the advertiser provides ad creative, AGORA will have the right to refuse or request changes to any advertising for any reason including but not limited to: ad materials, improper links or improper format.

#### **Advertiser Internet Presence**

Advertiser agrees to maintain a web site for the purpose of linking to their ad(s). It is the Advertisers' responsibility to submit a suitable alternative counter page if they expect outages at their main site.

#### Truth In Advertising / Indemnification For Liability

The Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement and/or any material to which users can link through the Advertisement. The Advertiser warrants that the use, reproduction, distribution, or transmission of the Advertisement for the purpose of this Agreement will not violate any criminal laws, securities laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or property right, false advertising, unfair competition, defamation, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify AGORA and to hold AGORA harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by AGORA arising out of or related to a breach of any of the foregoing representations and warranties or any other dispute or claim which may arise in relation to the advertising campaign.

#### **Term and Compensation**

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TERM: March 12, 2014 – March 15, 2015

FEES:

• \$50,000 + HST to be paid via Shares For Services

\$CDN 50,000 + HST \*

o \$12,500 + HST Shares For Services Upon Commencement March 12, 2014

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o \$12,500 + HST Shares For Services at end of Third June 15, 2014

o \$12,500 + HST Shares For Services at end of Sixth Month September 15, 2014

o \$12,500 + HST Shares For Services at end of Ninth Month December 15, 2014

The deemed price of the securities to be issued will be determined after the date services are provided to advertiser in each period. In any case, the price of the securities must be in accordance with the requirements of the CSE at the time of issuance (Policy 6 - D istributions)

#### General

All references to currency herein are to currency of Canada.

The rights and interests of the parties under this Agreement are not assignable.

Time is of the essence of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns.

If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

The heading and section numbers appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties to this Agreement shall be governed by, the laws of Ontario and each of the parties hereby irrevocably attorn to the jurisdiction of the courts of Ontario.

This Agreement does not establish any partnership, joint venture, or other business entity or association between the parties.

This Agreement does not establish an investor relationship. This Agreement solely represents an online advertising agreement.

This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement.

This Agreement may be executed in as many counterparts as may be necessary and by facsimile or e-mail, each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to bear the date as of the day and year first above written.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

Lexaria Corp.

Authorized Signatory Position:

AGORA Internet Relations Corp.



George Tsiolis

President

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#### Lexaria Launches Awareness Program VIA AGORACOM

KELOWNA, BC--(Marketwired - Mar 12, 2014) - Lexaria Corp. (OTCQB: LXRP) (CNSX: LXX) (the "Company" or "Lexaria") is pleased to announce it has signed a Market Awareness agreement with Agoracom.

Lexaria will receive significant exposure through millions of content brand insertions on the Agoracom network and extensive search engine marketing over the next 12 months. In addition, exclusive sponsorships of invaluable digital properties, such as Agoracom TV, the Agoracom home page and the Agoracom Twitter account, will serve to significantly raise the brand awareness of Lexaria among small-cap investors.

"Agoracom has demonstrated its ability to build brand awareness, and it is important that our corporate message be delivered accurately and thoroughly," stated Chris Bunka, Chairman & CEO of Lexaria.

Lexaria intends to issue shares for services to Agoracom in exchange for the on-line advertising, marketing and branding services. Pursuant to the terms of the agreement, the company will be issuing \$12,500 + HST Shares For Services Upon Commencement March 12, 2014. \$12,500 + HST Shares For Services at end of Third month June 15, 2014. \$12,500 + HST Shares For Services at end of Sixth Month September 15, 2014. \$12,500 + HST Shares For Services at end of Ninth Month December 15, 2014.

The number of shares to be issued at the end of each period will be determined by using the five day average closing price of the shares of Lexaria on the CSE (Canadian Securities Exchange) in Canada preceding the issue dates listed above each period for which the advertising services will be provided by Agoracom.

The term of the agreement is 12 months, and Lexaria expects to issue the first tranche of shares on March 12, 2014.

#### 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<u>www.lexariaenergy.com</u>.

FOR FURTHER INFORMATION PLEASE CONTACT: Lexaria Corp. Chris Bunka Chairman & CEO (250) 765-6424

#### About Agoracom

Agoracom is the pioneer of on-line investor relations, on-line conferences and on-line branding services to North American small- and mid-cap public companies. Agoracom is the home of more than 873,000 investors which visited 6.1 million times and read 57 million pages of information every year (average from 2008 to 2013).

Agoracom traffic ranks within the top 0.5 per cent of all websites around the world. These traffic results are independently tracked and verified by Google analytics. Agoracom traffic can be attributed to its strategy of maintaining the cleanest, moderated small-cap discussion as a result of implementing the first ever investor-controlled stock discussion forums.

Agoracom founder, George Tsiolis, publishes the leading blog on small- to mid-cap investor relations. His 50 small-cap chief executive officer lessons are a must-read for CEOs looking to increase their education and knowledge about on-line investor relations.

#### 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 the engagement of Agoracom will deliver any net benefit to the Company.

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