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): April 10, 2014

LEXARIA CORP.
(Exact name of registrant as specified in its charter)

Nevada	000-52138	20-2000871
(State or other jurisdiction of incorporation)	(Commission File Number)	(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)) z

[ ] 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 Letter of Intent Agreement

Item 3.02 Unregistered Sales of Equity Securities

This Letter of Intent ("**LOI**") shall set forth the basic terms of the recent discussions between Enertopia Corporation, or its wholly-owned subsidiary ("**Enertopia**") and Lexaria Corp., or its wholly-owned subsidiary ("**Lexaria**") (collectively, the "**Parties**") with regard to the ownership by Enertopia of a 51% interest in the business, and the ownership by Lexaria of a 49% interest in the business of legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes under the MMPR (the "**Business**").

Acquisition Structure. In accordance with the terms of a formal and definitive Agreement to be entered into between Enertopia and Lexaria (the "**Definitive Agreement**"), Enertopia shall own 51% ownership interest in the Business (the "Enertopia **Ownership**") and Lexaria shall own 49% ownership interest in the Business (the "Lexaria Ownership"). Within 10 days, Enertopia shall contribute $45,000 and Lexaria shall contribute $55,000 to the Business

Upon the execution of this LOI, Enertopia and Lexaria shall structure a joint venture for legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes under the MMPR. At such time the Parties will be deemed to have formed a joint venture for the operation, management and further development of the Business (the "**Joint Venture**"). Lexaria will pay 55% of all costs to earn its 49% net Ownership Interest and Enertopia will pay 45% of all costs to earn its 51% Ownership Interest. A total of 500,000 Definitive Agreement Shares shall be issued to Enertopia, held in escrow (the " **Escrow Shares**") by Lexaria's solicitors until such date as the License (as hereinafter defined) has been obtained by Enertopia (the "**Effective Date**"). Upon occurrence of the Effective Date, the Escrow Shares will be released from escrow. In the event the Effective Date does not occur within 12 months of the date of the Definitive Agreement (the "**Execution Date**"), the Definitive Agreement Shares shall be cancelled and returned to treasury.

The joint venture shall be responsible to:

a. Source and secure a suitable location or locations from which to conduct the Business; and,

b. Acquire the necessary construction, operations and management expertise to build, operate and manage the Business; and,

c. Agree unanimously on an appropriate funding schedule for all aspects of building, growing and operating the Business; and,

d. Agree unanimously on each capital expenditure incurred by the Business of more than $100,000, and on each salary, wage or bonus offered by the Business of more than $100,000 per annum; and

e. Agree unanimously on a framework for eventual but regular profit distribution based upon the 51% / 49% net ownership stakes; and

f. Receive all municipal, police, fire and necessary approvals to apply for a Licensed Producer (LP) under the Health Canada MMPR; and

g. Operate, expand and manage the business at all times in compliance with all relevant regulations and with best efforts towards maximum efficiencies and profitability.

Warranties.

a. Enertopia warrants that it is a company duly incorporated and in good standing under the laws of the State of Nevada.

b. Enertopia warrants that it will make all best efforts, as majority owner of the Business, to make an application to Health Canada to obtain a license to designating Enertopia as a "Licensed Producer" under MMPR (the "**License**") as soon as possible following the formation of the Joint Venture..

c. Lexaria warrants that it is a company duly incorporated and in good standing under the laws of the State of Nevada

Definitive Agreement. Acceptance of this LOI shall be followed by the negotiation and acceptance of the Definitive Agreement which shall incorporate the terms and conditions of this LOI and such other terms, conditions, representations and warranties as are customary for transactions of this nature or as may be reasonably requested by the Parties including provisions relating to the transfer, sale or other disposition of an ownership interest by a Party and governance and operation of the Joint Venture. This LOI does not set forth all of the matters upon which agreement must be reached in order for the proposed transaction to be consummated.

Management Agreements. The Definitive Agreement will provide for the recognition of management/consulting agreements for certain employees or consultants of the Joint Venture pursuant to which such individuals will receive as yet unknown compensation (the "**Management Compensation**"). The Management Compensation shall be payable out of the net profits of the Business, provided however that any shortfall due to insufficient net profits shall be covered by the Joint Venture. Terms of each management/consulting agreement to be agreed upon with each individual third party and either the Joint Venture or either Enertopia or Lexaria, by mutual agreement, as the case may be, and to be entered into not later than April 30, 2014.

Letter of intent, to be executed on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation(Lessee) and Mr. Jeff Paikin of XXXX Ontario Inc. (Lessor) sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at XXXXX, Ontario (the "Building").

The Company issued the 55,000 common shares at a deemed price of $0.40 per the terms of the Letter of Intent to lease space in Ontario to 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. The Company issued one (1) US persons pursuant to the exemption from registration provided for under Rule 506 of Regulation D, promulgated under the United States Securities Act 1933, as amended. Each of the subscribers represented that they were an "accredited investor" as such term is defined in Regulation D.

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 Joint Venture Agreement is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
10.1	Joint Letter of Intent Agreement dated April 10, 2014
10.2	Lease Agreement dated April 10, 2014
99.1	Press Release dated April 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: April 10, 2014

Lexaria Corp.

(Signature) By: "*/s/ Chris Bunka*"
Chris Bunka
President & CEO

NEW HORIZON

DEVELOPMENT GROUP INC.

April 10, 2014

<u>Letter of Intent Between Lexaria Corp. in trust for a company to be named later (Newco) and Enertopia Corporation in trust for a company to be named later (Newco2) and Jeff Paikin on behalf of himself and XXXXX Ontario Inc., Owner ofXXXXXXX, Ontario</u>

This letter of intent, to be executed on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation(Lessee) and Mr. Jeff Paikin of XXXX Ontario Inc. (Lessor) sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at XXXXX, Ontario (the "Building").

The terms and conditions to be properly set out in a binding lease and such other documentation as the parties shall determine necessary will include the following terms and conditions:

1. Lease space to be approximately 30,000 square feet with a first right of refusal in favour of the Lessee to lease approximately an additional 45,000 square feet for a total of approximately 75,000 square feet as further space currently leased in the Building comes available.

2. The rent for the Leased Premises shall be base rent of $5.00 per square foot, plus common area charges and taxes, which are currently $3.25 per square foot. All utilities will be in addition to the rent and billed directly to the Lessee.

3. Lease term to be a minimum of 5 years, with the Lessee having an option to renew for three (3) further five (5) year terms at the market rate at the time of renewal.

4. The Lessee will require tenant improvements to the Leased Premises. These improvements shall be performed by New Horizon Homes on behalf of the Lessee on a cost plus 10% basis. The "plus" shall be payable in shares of Lexaria Corp. and Enertopia Corporation as part of this arrangement.

5. During the first 90 days of the initial 5 year lease, the Lessee shall have the option of paying its Base Rent with shares or with cash.

6. The Lease shall be conditional for a period of 60 days in order to allow the Lessee to confirm that the zoning applicable to the Leased Premises allows for the Lessee's intended use of the Leased Premises, in particular a legal marijuana growing operation. In exchange for the Lessor holding the Leased Premises for the Lessee for the 60 day conditional period, the Lessee will issue shares to the Lessor or as it may direct having a minimum value of $40,000 Canadian. If the Municipality does not approve medical marijuana for this location, the obligation of the Lessee ends and the remaining lease shall be null and void. This initial share payment shall satisfy all of the Lessees obligations if the use is not approved.

7. KNY Architects will be retained by the Lessee in order to begin designing the space required. This will allow the design process to happen prior to the determination of the zoning decision. All costs of architectural to be borne by the Lessee.

8. Where any shares of Lexaria Corp. and Enertopia Corporation are to be transferred to the Lessor or as it may direct, the intention is to determine the number of shares to be transferred based on the value of said shares at close of trading on April 9, 2014, with the shares transferred at the lowest legal transfer price based on the April 9, 2014 closing price. All share transfers shall be in accordance with the Exchange and Commission guidelines.

9. All obligations and responsibilities of the Lessee shall be shared by Lexaria Corp. assuming 55% and Enertopia Corp. assuming 45%.

10. This Letter of Intent sets out our shared intentions but does not create a binding Lease. The intended relationship set out in this Letter of Intent shall be solely governed by a binding lease agreement in the Lessor's standard form, but containing those terms and conditions set out in this Letter of Intent or as otherwise agreed between the parties. It is also implicit in this understanding that the intent of all the parties is to run a first class operation that can become an industry model for the best approach to carrying on a legal marijuana growing operation.

LEXARIA CORP.

____
I have the authority to bind the corporation

ENERTOPIA CORP.

____
Robert McAllister, CEO
I have the authority to bind the corporation

XXXX ONTARIO INC.
Per:

____
Jeff Paikin, President
I have the authority to bind the corporation

Enertopia Corporation
950-1130 West Pender Street
British Columbia, Canada V6E 4A4

CONFIDENTIAL

April 10, 2014

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

Attention: Mr. Chris Bunka, President

Dear: Chris

Re: Letter of Intent

This Letter of Intent ("**LOI**") shall set forth the basic terms of the recent discussions between Enertopia Corporation, or its wholly-owned subsidiary ("**Enertopia**") and Lexaria Corp., or its wholly-owned subsidiary ("**Lexaria**") (collectively, the "**Parties**") with regard to the ownership by Enertopia of a 51% interest in the business, and the ownership by Lexaria of a 49% interest in the business of legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes under the MMPR (the "**Business**").

1. **Acquisition Structure.** In accordance with the terms of a formal and definitive Agreement to be entered into between Enertopia and Lexaria (the "**Definitive Agreement**"), Enertopia shall own 51% ownership interest in the Business (the "Enertopia **Ownership**") and Lexaria shall own 49% ownership interest in the Business (the "Lexaria Ownership"). Within 10 days, Enertopia shall contribute $45,000 and Lexaria shall contribute $55,000 to the Business

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(a) Source and secure a suitable location or locations from which to conduct the Business; and,

(b) Acquire the necessary construction, operations and management expertise to build, operate and manage the Business; and,

(c) Agree unanimously on an appropriate funding schedule for all aspects of building, growing and operating the Business; and,

(d) Agree unanimously on each capital expenditure incurred by the Business of more than $100,000, and on each salary, wage or bonus offered by the Business of more than $100,000 per annum; and

(e) Agree unanimously on a framework for eventual but regular profit distribution based upon the 51% / 49% net ownership stakes; and

(f) Receive all municipal, police, fire and necessary approvals to apply for a Licensed Producer (LP) under the Health Canada MMPR; and

(g) Operate, expand and manage the business at all times in compliance with all relevant regulations and with best efforts towards maximum efficiencies and profitability.

2. **Warranties**.

a. Enertopia warrants that it is a company duly incorporated and in good standing under the laws of the State of Nevada.

b. Enertopia warrants that it will make all best efforts, as majority owner of the Business, to make an application to Health Canada to obtain a license to designating Enertopia as a "Licensed Producer" under MMPR (the "**License**") as soon as possible following the formation of the Joint Venture..

c. Lexaria warrants that it is a company duly incorporated and in good standing under the laws of the State of Nevada

3. **Definitive Agreement.** Acceptance of this LOI shall be followed by the negotiation and acceptance of the Definitive Agreement which shall incorporate the terms and conditions of this LOI and such other terms, conditions, representations and warranties as are customary for transactions of this nature or as may be reasonably requested by the Parties including provisions relating to the transfer, sale or other disposition of an ownership interest by a Party and governance and operation of the Joint Venture. This LOI does not set forth all of the matters upon which agreement must be reached in order for the proposed transaction to be consummated.

4. **Management Agreements.** The Definitive Agreement will provide for the recognition of management/consulting agreements for certain employees or consultants of the Joint Venture pursuant to which such individuals will receive as yet unknown compensation (the "**Management Compensation**"). The Management Compensation shall be payable out of the net profits of the Business, provided however that any shortfall due to insufficient net profits shall be covered by the Joint Venture. Terms of each management/consulting agreement to be agreed upon with each individual third party and either the Joint Venture or either Enertopia or Lexaria, by mutual agreement, as the case may be, and to be entered into not later than April 30, 2014.

5. **Binding Nature.** Except for Sections 7, 8, 9 and 10, which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the Parties will arise only upon the duly authorized execution and delivery of the Agreement and the approval of the board of directors of each of the Parties. In the event that either Party is not satisfied with its due diligence investigations of the other Party, it may terminate this LOI upon written notice to the other Party and, in such event, neither Party shall have any further liability to the other Party, save for obligations set forth in Section 7 and 9.

6. **Conditions Precedent.** Execution of the Agreement shall be conditional upon:

   a. *Due Diligence.* Completion of a satisfactory due diligence review by each of Enertopia and Lexaria which due diligence review shall be completed or this condition waived on or before execution of the Agreement; and

   b. *Board Approval.* Approval by the board of directors of Enertopia and Lexaria prior to execution of the Agreement.

7. **Expenses.** Each Party shall be responsible for such Party's own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this LOI and all legal and accounting fees and disbursements relating to preparing the Agreement or otherwise relating to the Acquisition.

8. **Access to Information.** Upon acceptance of this LOI and until the earlier of completion of the Transaction or the Termination Date, each of Enertopia and Lexaria will allow the other and their authorized representatives, including legal counsel and consultants, full, free and unfettered access to all information, books or records of such party including, but not limited to, all existing data regarding the Business in the possession of Lexaria, for the purpose of the transactions contemplated herein. Each of Enertopia and Lexaria agree that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the other, all as further set out in Section 9 hereof, provided however, that Lexaria acknowledges that Enertopia has certain disclosure obligations pursuant to securities regulatory requirements and the policies of the Canadian Securities Exchange.

9. **Confidentiality.**

   a. Each of Enertopia and Lexaria acknowledge that each will be providing to the other information that is non-public, confidential, and proprietary in nature (the "**Confidential Information**"). Each of Enertopia and Lexaria (and their respective affiliates, representative, agents and employees) will keep the Confidential Information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for negotiation of the Definitive Agreement and the evaluation and consummation of the Acquisition provided however that this provision shall not apply to information that: (i) becomes generally available to the public absent any breach of this provision; (ii) was available on a non-confidential basis to a Party prior to its disclosure pursuant to this LOI; or (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.

   b. Each Party hereto agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party of the proposed disclosure, unless such disclosure is required by applicable law or regulation, and in any event the Party contemplating disclosure will inform the other Party of and obtain its consent to the form and content of such disclosure, which consent shall not be unreasonably withheld or delayed.

c. Each Party hereto agrees that immediately upon any discontinuance of activities by either party such that the Transaction will not be consummated, each Party will return to the other all Confidential Information.

10. **Conduct of Business.** During the period during which this LOI remains in effect, Lexaria and Enertopia will each conduct its business in a reasonable and prudent manner in accordance with past practices, preserve its existing business organization and relationships, preserve and protect its properties and conduct its business in compliance with all applicable laws and regulations.

11. **Termination.** In the event that this LOI is not superseded by the Agreement on or before May 30, 2014, or such other date the Parties may agree to, the terms of this LOI will be of no further force or effect except for Section 7 and 9.

12. **Governing Law.** This LOI shall be construed in all respects under and be subject to the laws of the Province of British Columbia and the laws of Canada applicable therein which are applicable to agreements entered into and performed within the Province of British Columbia.

13. **Execution.** This LOI may be executed in one or more counterparts and a facsimile or PDF counterpart of this LOI bearing the signature of a Party hereto shall be effective for all purposes and binding on each Party hereto.

If this LOI is acceptable, please communicate your acceptance by signing below and returning such executed copy to Enertopia. Upon receipt of a signed copy, Enertopia will cause a countersigned copy to be returned

Yours very truly,

ENERTOPIA CORPORATION

Per: __________________________
Authorized Signatory

THIS LETTER OF INTENT is hereby accepted on the terms and conditions set forth herein this 10th day of April, 2014:

LEXARIA CORP.

Per: __________________________
Authorized Signatory

NEWS RELEASE

Lexaria's First Marijuana Production Facility

Kelowna, BC—April 10, 2014 - Lexaria Corp. (LXRP-OTCQB) (LXX-CSE) (the "Company" or "Lexaria") announces it has entered agreements for its first co-owned and co-managed marijuana production facility in Canada.

The facility is comprised initially of roughly 30,000 square feet of space, with a right of first refusal having been acquired for another 45,000 square feet to accommodate future growth. Planned production areas have 22 foot ceilings which will allow for the possibility of a 2nd mezzanine level in many areas, allowing for additional future expansion.

Lexaria will own 49% interest in the production facility by paying 55% of all initial and ongoing expenses related to the project. Lexaria's Joint Venture partner, Enertopia Corp, will own a 51% interest in the production facility and pay 45% of costs. Lexaria will also issue a one-time payment of 500,000 restricted common shares to Enertopia. There are no overriding interests payable to any entity. An initial 5-year lease has been entered, with options to renew the lease for another 15 years.

The facility will be co-managed by Enertopia and by Lexaria, and initial interior architectural design will begin immediately, with a respected architectural firm having already been selected. A construction firm has also been selected to perform the build-out. A highly experienced design and operating team directly employed by the Enertopia/Lexaria Joint Venture is being assembled and members of this team will be announced soon.

Lexaria acknowledges and thanks Don Shaxon for his instrumental assistance in putting this project together, and expects him to be named Manager of the new facility. A Health Canada license application will be submitted as soon as possible, in compliance with all MMPR requirements.

The Company cautions that the facility is located in a Canadian municipality that has not yet officially approved medical marijuana production, but there are indications that such official approval will be forthcoming by June, 2014. Should the municipal approval not arrive, the companies may exit the lease without penalty. One officer/director of Lexaria is a shareholder of Enertopia; and one officer/director of Lexaria is a shareholder/officer of Enertopia.

Lexaria is issuing 55,000 restricted common shares at a deemed price of CDN$0.40 for its 55% share of the lease payments for the first 60 days.

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 the proposed new facility will be built or proceed, nor that municipal or Health Canada regulatory approvals will be obtained.

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