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 27, 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))

[ ] 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

Letter of intent, executed on behalf of Lexaria Corp. and/or its wholly-owned subsidiary Great Lakes Cannabis Corp (the "Lessee") and Arnprior Bay Property Limited, c/o Huntington Properties, (the "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, Ontario (the "Building") and to enter a finance agreement into Lexaria Corp and/or Great Lakes Cannabis Corp.

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

1. Lease space to be approximately 24,000 square feet with an option to lease a further 22,000 square feet on the same terms and conditions within 2 years. A first right of refusal in favour of the Lessee will be available to lease approximately an additional 49,000 square feet for a total of approximately 95,000 square feet as further space currently leased at the Building site comes available. If city approval is not forthcoming or denied, for any reason, Lexaria will continue its relationship with Huntington, under the same terms, to find a suitable location.

2. The Lease shall be conditional for a period of up to 180 days in order to obtain approval from the appropriate municipal authorities that the zoning applicable to the Leased Premises allows for the Lessee's intended use of the Leased Premises, in particular a legal marijuana production facility, and that the municipality will provide a letter to that effect. If the Municipality does not approve medical marijuana for this location, the obligations of both the Lessee and the Lessor ends and the remaining lease shall be null and void.

3. The basic rent for the Leased Premises over the term shall be as follows:

   Years 1- 4 - $6.75 psf per annum
   Years 5- 7 - $7.25 psf per annum
   Years 8-10 - $8.25 psf per annum

4. Common area charges and taxes are additional, which are currently approximately $2.50 per square foot per annum. All utilities will be in addition to the rent and billed directly to the Lessee.

5. No rent costs are applied or earned until that day when the Municipality provides the written letter approving the use of the facility, as noted in paragraph 2, above. As well, upon acceptance of suitability by examination and inspection of premises by representatives of Lexaria.

6. Lease term to be 10 years, with the Lessee having an option to renew for two (2) further eight (8) year terms at a market rate to be negotiated at the time of renewal.

7. The Lessee will require tenant improvements to the Leased Premises. The Lessor shall contribute $20.00 per square foot towards the total costs of the tenant improvement at the time of tenant improvement, to a maximum total of $1,000,000. All tenant improvement costs that exceed $20.00 are the sole responsibility of the Lessee.

8. This Letter of Intent sets out our shared intentions but does not create a binding obligation to 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 and as otherwise agreed between the parties.

9. Lessor and/or its associates (the "Finance Group") agrees to provide investment (the "Financing") to Lexaria by way of an equity financing on terms that are compliant with Canadian Securities Exchange regulations as well as with all security regulations in both Canada and the USA. The Finance Group agrees to invest up to $2,000,000 into Lexaria Corp under the terms in paragraph 10 below. These funds will be raised concurrent to acceptance of the terms, by both parties, of this LOI. The funds shall be held in escrow (with Lexaria's Lawyer) until such time that is approved for the use and rezoned by the authorities, or failing that, another suitable Huntington property is sourced. Lexaria will Endeavour to raise matching funds. All funds will be utilized for build out, licensing (MMPR), and key employee acquisition of the Huntington property, as well as general working capital.

10. At the time of this Letter of Intent, the terms of the Financing are by way of equity units (the "Units") currently priced at US$0.20 each. Each Unit consists of one previously unissued common share, as presently constituted (a "Share") and **one non-transferable common share purchase warrant** (each warrant, a "Warrant") of Lexaria Corp. One Warrant will entitle the holder, on exercise, to purchase one additional common share of Lexaria Corp (a "Warrant Share") at a price of **US$0.50** per Warrant Share at any time until the close of business on the day which is 18 **months** from the date of issue of the Warrant. The terms of the Financing may be adjusted if by mutual consent of Lexaria Corp and the Lessor but only if in compliance with all regulations.

11. This Letter of Intent sets out our shared intentions but does not create a binding obligation to finance. The intended relationship set out in this Letter of Intent shall be solely governed by a binding finance agreement in the Lessee's standard form, but containing those terms and conditions set out in this Letter of Intent and as otherwise agreed between the parties, all of which must be in accordance with appropriate securities regulations in force in both Canada and the USA.

Item 7.01 Regulation FD Disclosure.

A copy of the news release announcing the letter of intent 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	**Letter of Intent Agreement dated May 26, 2014**
99.1	**Press Release dated May 27, 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: May 27, 2014

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

Lexaria
It's a NATURAL resource

May 26th, 2014

Letter of Intent

This document does not contain terms or provisions that are enforceable absent the negotiation in good faith and acceptance on terms in substantial agreement to the terms communicated within this document, of a lease agreement and of a finance agreement.

This letter of intent, to be executed on behalf of Lexaria Corp. and/or its wholly-owned subsidiary Great Lakes Cannabis Corp (the "Lessee") and Arnprior Bay Property Limited, c/o Huntington Properties, owners of XXX, Ontario (the "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 XXX (the "Building") and to enter a finance agreement into Lexaria Corp and/or Great Lakes Cannabis Corp.

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2. The Lease shall be conditional for a period of up to 180 days in order to obtain approval from the appropriate municipal authorities XXX that the zoning applicable to the Leased Premises allows for the Lessee's intended use of the Leased Premises, in particular a legal marijuana production facility, and that the municipality will provide a letter to that effect. If the Municipality does not approve medical marijuana for this location, the obligations of both the Lessee and the Lessor ends and the remaining lease shall be null and void.

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LEXARIA CORP.

____

Chris Bunka, CEO
I have the authority to bind the corporation

Arnprior Bay Property Limited c/o HUNTINGTON PROPERTIES

Per:

____

Alan Whitten, President
I have the authority to bind the corporation

NEWS RELEASE

Lexaria Announces Second Production Facility and Vendor Intention to Finance up to $3,000,000

Kelowna, BC—May 27, 2014 - Lexaria Corp. (LXRP-OTCQB) (LXX-CSE) (the "Company" or "Lexaria") announces it has entered a detailed Letter of Intent with Huntington Property Group Inc, an Ottawa-based real estate developer for its second marijuana production facility in Canada. As provided for in Letter of Intent, Lexaria also announces a financing intention of up to $3,000,000, including Vendor Financing, subject to certain terms and conditions as detailed in the Letter of Intent.

The facility is located in the Eastern Ontario area and is of a total potential area of over 80,000 sq ft; to be completed in an expected multi-phase development program. The first phase is to be over 20,000 sq ft. Lexaria will be the operator of this facility and would own 100% rights, with no overrides or royalties due to any party. Lexaria is issuing no shares whatsoever in order to acquire the rights to this facility.

No lease (rent) payments are scheduled to begin until such time as the municipality grants its approval of the building zoning for marijuana production purposes. Lexaria and the building owner are preparing an application to the municipality for such approval and based upon available information anticipate that such approval could be granted within 90 days. In the event the municipality does not for any reason approve the building for the purpose of medical marijuana production, Lexaria and the building owner have agreed to locate and use an alternate building.

Alan Whitten, President of Huntington Property Group Inc. says, “We are happy to get involved in this burgeoning sector. We believe in Lexaria’s growth plan and have confidence in their personnel to achieve their plans, and are pleased to commit to it. We look forward to a mutually beneficial long term relationship, as our investment indicates.”

Lexaria notes that this agreement for its second production facility was negotiated and entered only six weeks after its first production facility was announced, which was the 49%-owned joint venture with Enertopia Corp.

Lexaria will own 100% interest in the production facility by paying 100% of all initial and ongoing expenses related to the project. An initial 10-year lease will be entered, with options to renew the lease for an additional 16 years. The vendor is contributing up to $1,000,000 in cash payments directed toward the conversion costs required to renovate for the marijuana production facility, thus reducing Lexaria’s capex in the renovation costs.

Lexaria is also pleased to announce that a number of investors, including the building owner, have agreed in principle and subject to suitability and other conditions, to invest up to $2,000,000 into Lexaria, on terms in accordance with Canadian Securities Exchange and all regulatory requirements including required restricted periods. The intended investment would be part of the financing recently announced by Lexaria, and would be by Canadian accredited, non- US persons. Proceeds from this financing will be used to build out the Eastern Ontario facility for the purposes of medical marijuana production, and for general working capital. Lexaria cautions that the Letter of Intent is a preliminary step only and cannot provide any assurances that the Letter of Intent will result in a successfully closed acquisition or financing.

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.

Chris Bunka commented that “We are very pleased to enter the next phase of our growth initiative with the prestigious Huntington Property Group Inc. We intend to nurture this relationship for the benefit of all our shareholders. We share a common vision, and will also enjoy long term benefits as confirmed by their capital commitment.”

Lexaria believes that all stakeholders, including prospective customers, shareholders and others, are best served by Lexaria operating under more than a single Health Canada license under the MMPR. Multiple licenses protect shareholders and customers by adding redundancy to operations, and avoiding or mitigating loss in the event of unexpected production complications or any other unpredictable events.

Lexaria is now involved in two potential marijuana production facilities, both located in Ontario, each capable of significant expansion from Phase I initial buildout, and each large enough to offer significant cost efficiencies compared to smaller facilities.

The new facility in no way reduces Lexaria’s commitment to its previously announced greater Toronto area facility, which continues to advance separately. The Company looks forward to reporting additional developments on the advancement of this facility as they occur.

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.
Ken Faulkner, Institutional and Business Development: (250) 765-3630 Office
Clark Kent, Media Inquiries: (647) 519-2646

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 any proposed new facility will be built or proceed, nor that municipal or Health Canada regulatory approvals will be obtained. There is no assurance that the intended $2,000,000 investment by a number of investors, including the building owner, will in fact occur in whole or in part. There is no assurance that the first phase renovation project of approx. 20,000 sq ft will in fact be constructed, or that it will be constructed on time or budget. There is no assurance that the municipality where the building is located will grant its approval for a medical marijuana production facility.

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