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**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): **August 1, 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 Letter of Intent Agreement**

**Item 3.02 Unregistered Sales of Equity Securities**

On August 1, 2014, the Company signed an extension on an amended Letter of intent, that was executed on April 10, 2014 on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation(Lessee) and Mr. Jeff Paikin of 1475714 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 Burlington, Ontario (the "Building"). On August 5, 2014 as per the terms of the LOI, the Company issued 91,662 common shares at a deemed price of \$0.30 per share.

On August 5, 2014, the Company made its second quarter payment to Agora Internet Relations Corp. of \$13,125 by issuing \$82,031 common shares of the Company at a market price of \$0.16 per share.

The Company issued the 91,662 common shares at a deemed price of \$0.30 per the terms of the Letter of Intent to lease space in Ontario and 82,031 common shares at a deemed price of \$0.16 per terms of the internet marketing agreement to two (2) 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 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 LOI extension 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.

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Amended Lease Letter of Intent Extension dated July 22, 2014</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release dated August 5, 2014</u></a>

**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: August 5, 2014

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

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July 22, 2014

**Preliminary Lease Agreement and Extension of LOI**

On or near April 10, 2014, Lexaria Corp, and a subsidiary corp wholly owned by Lexaria Corp; Enertopia Corp, and a subsidiary corp wholly owned by Enertopia Corp; Jeff Paikin and 1475714 Ontario Inc, (together, the "Parties"), all signed a Letter of Intent (the "LOI") that set out the terms to lease a building located at 5070 Benson Drive, Burlington Ontario, and the basic terms of the relationship between the Parties. The LOI is attached to this Agreement to Extend.

Due to circumstances beyond the control of any of the Parties, the municipal approval process for the marijuana production facility required more time than anticipated, thus requiring more time to execute this Preliminary Lease Agreement. For this reason the Parties agree to revise and extend the terms of the LOI as noted herein.

This Agreement is between Lexaria Corp. and it's wholly owned subsidiary Lexaria CanPharm Corp; and Enertopia Corporation and it's wholly owned subsidiary Thor Pharma Corp (together, the "Lessee"); and Jeff Paikin on behalf of himself and 1475714 Ontario Inc., Owner of 5070 Benson Drive, Burlington, ON (the "Lessor") and 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 5070 Benson Drive, Burlington, 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. Initial lease space to be approximately 20,000 square feet (known as the "Vacant Space") with a first right of refusal in favour of the Lessee to lease approximately an additional 30,000 square feet (known as the "Occupied Space") and an additional first right of refusal in favour of the Lessee to lease approximately an additional 25,000 square feet (known as the "Expansion Space") 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 will be for both the Vacant Space and the Occupied Space and for a term 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. Lease start date to be that date, following notice of intent to construct and occupy the Occupied Space given in writing by the Lessee to the Lessor (the "Notice"), when the existing third-party tenant in the Occupied Space no longer occupies the Occupied Space. Lessee has no obligation to provide notice of intent to construct and occupy the Occupied Space prior to receiving a Ready to Build letter from Health Canada regarding the MMPR license application at 5070 Benson and if no such letter has been received prior to January 22, 2015, Lessee may at any time at its sole option notify Lessor of its intention to abandon the HC license application at 5070 Benson, in which case Lessor agrees to release Lessee from any further obligations under this agreement. Lessee and Lessor have the option of mutually agreeing to extend the lease start date.
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5. Rent payment for the Occupied Space payable only in cash, with no option available for the payment of rent with common shares for the Occupied Space.
  6. The 5-year term of the Lease will be waived by the Lessor, if the Lessee fails to receive a license issued by Health Canada under the MMPR program, for the cultivation and sale of medical marijuana at the 5070 Benson location, or if any other necessary regulatory license is not received, following 90-day notice given from the Lessee to the Lessor, at the sole option of the Lessee.
  7. The Lessee will require tenant improvements to the Leased Premises (the "Tenant Improvements"). 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.
  8. During the 6 months beginning June 9 2014, the Lessee shall have the option of paying its Base Rent of the Vacant Space with common shares or with cash.
  9. During the 6 months following the Notice date if the Notice date is prior to January 22, 2015, the Lessee shall have the option of paying its Base Rent of the Vacant Space with common shares or with cash; and in the event the lease start date is mutually agreed to start after January 22, 2015, the option to pay rent in shares or cash will be determined by the Lessor.
  10. KNY Architects has been retained by the Lessee in order to begin designing the space required. All costs of architectural design to be borne by the Lessee.
  11. Where any restricted common 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 June 17 2014 LOI draft agreement wherein the valuation share price of Lexaria Corp was determined to be \$0.30 and for Enertopia Corp was determined to be \$0.19, but in any case all share transfers shall be in accordance with the Canadian Securities Exchange and Securities Commission guidelines.
  12. All obligations and responsibilities of the Lessee shall be shared by Lexaria CanPharm Corp. assuming 55% and Thor Pharma Corp. assuming 45%.
  13. At that time when Lessee gives Notice to construct and occupy, it shall maintain a minimum cash balance of \$120,000 in the Joint Venture bank account in trust for the Lessor to be applied as security towards lease payments, until such time as the MMPR license issued by Health Canada has been received by the Lessee.
  14. At that time when Lessee gives Notice to construct and occupy, it shall maintain a minimum cash balance sufficient to cover the approved budget costs of the Tenant Improvements in the Joint Venture bank account in trust for New Horizon Homes and provide evidence of such funds. Tenant Improvement budget subject to exclusive approval of the Lessee, in advance.
  15. At that time when Tenant Improvements are complete; when the Health Canada MMPR license has been received; and when the Lessee has moved in to the leased space, the Lessee shall maintain a minimum cash balance equivalent to eight-months rent payments for whatever space is occupied at the time by the Lessee, in the Joint Venture bank account in trust for the Lessor to be applied as security towards lease payments.
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16. 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 CANPHARM CORP.**

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I have the authority to bind the corporation

**THOR PHARMA CORP.**

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Robert McAllister, CEO

I have the authority to bind the corporation

**1475714 ONTARIO INC.**

Per:

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Jeff Paikin, President

I have the authority to bind the corporation

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April 10, 2014

**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 1475714 Ontario Inc., Owner of 5070 Benson Drive, Burlington, ON**

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 1475714 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 5070 Benson Drive, Burlington, 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:

17. 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.
  18. 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.
  19. 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.
  20. 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.
  21. 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.
  22. 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 Lessee's obligations if the use is not approved.
  23. 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.
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24. 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.
25. All obligations and responsibilities of the Lessee shall be shared by Lexaria Corp. assuming 55% and Enertopia Corp. assuming 45%.
26. 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.**

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I have the authority to bind the corporation

**ENERTOPIA CORP.**

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Robert McAllister, CEO

I have the authority to bind the corporation

**1475714 ONTARIO INC.**

Per:

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Jeff Paikin, President

I have the authority to bind the corporation

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## NEWS RELEASE

### Corporate Update

**Kelowna, BC—August 5, 2014 - Lexaria Corp. (LXRP-OTCQB) (LXX-CSE)** (the "Company" or "Lexaria") is announces that it is in the process of making all the cash and stock payments required to secure its lease of the Burlington marijuana production facility to Dec 9, 2014. This includes the issuance of 91,662 restricted common shares to the building owner as Lexaria's portion of the lease costs.

As earlier announced, the Burlington joint venture with Enertopia Corp has received municipal approval. The Lexaria/Enertopia joint venture is for a building of approx 75,000 sq ft in total potential space available. Additional lease payments will be required after Dec 9, 2014. Progress on the joint venture continues to be made and Lexaria will report new developments soon, as they are finalized.

Separately, the Company has issued 82,031 restricted common shares to Agora Internet Relations Corp, for a quarterly payment as per an agreement originally announced in March, 2014.

Although the share issuances disclosed herein are not large, Lexaria has a policy of informing investors on every occasion when shares are issued, as changes to the Company's capital structure are material events. It is important that shareholders have the most current information possible, and this is part of Lexaria's continuous efforts at full transparency. After these shares are issued, Lexaria will have 32,998,357 shares issued and outstanding.

**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](http://www.lexariaenergy.com).

### FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Corp. Chris Bunka, CEO: (250) 765-6424

Clark Kent, Media Inquiries: (647) 519-2646

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## 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 any municipality where proposed facilities are located will retain its approval for a medical marijuana production facility. The Company is not currently growing or selling medical marijuana.

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

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