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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): October 21, 2010

**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 Definitive Agreement**

**Item 2.03 Creation of Direct Financial Obligation**

**Item 3.02 Unregistered Sales of Equity Securities**

On October 21, 2010 the Company entered into an Amendment to extend the original Purchase Agreement dated October 27, 2008 with CAB Financial Services Ltd., Christopher Bunka, and another shareholder of the Company (“Purchasers”) for a revised aggregate sum of CAD\$843,547.10 on a month to month basis. The Purchasers had purchased an 18.0% Secured Promissory Note of the Company (the “Note”), subject to and upon the terms and conditions of the October 27, 2008 Agreement.

The Company settled a portion of the debt, namely US\$1,625 with CAB Financial Services by converting 65,000 warrants into 32,500 common shares of the Company as per Purchase Agreement dated October 27, 2008 at a price of \$0.05 per share.

The Company settled a portion of the debt, namely US\$2,166.65 with Christopher Bunka by converting 86,667 warrants into 43,333 common shares of the Company as per Purchase Agreement dated October 27, 2008 at a price of \$0.05 per share.

The issuance of the Promissory Notes and Warrants were issued to 3 non-US persons pursuant to the exemption from registration provided by Regulation S promulgated under the United States Securities Act of 1933, as amended.

The Company and Purchases hereby agree that all previous Loan Agreements are terminated and any amounts due and owing there under are replaced and superseded by the Promissory Notes issued by the Company pursuant to the Purchase Agreement.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

| <b>Exhibit No.</b>   | <b>Description</b>   |
|----------------------|--|
| <a href="#">10.1</a> | <a href="#">Amendment to Purchase Agreement dated October 21, 2010 - C.A.B. Financial Services</a> |
| <a href="#">10.2</a> | <a href="#">Amendment to Purchase Agreement dated October 21, 2010 - Chris Bunka</a>               |
| <a href="#">10.3</a> | <a href="#">Amendment to Purchase Agreement dated October 21, 2010 - Morgan Bunka</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: September 20, 2010

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



**AMENDMENT TO PURCHASE AGREEMENT**

**THIS AMENDMENT (the "Amendment")** is to a PURCHASE AGREEMENT (the "Agreement") that was dated and executed as of October 27, 2008, and a Debt Settlement Agreement dated and executed on July 9, 2009 that was entered into by and among Lexaria Corp., a Nevada corporation with headquarters located at #950-1130 West Pender Street, Vancouver, British Columbia Canada V6E 4A4 (the "Company"), and C.A.B. Financial Services Ltd of #205 – 171 Commercial Drive, Kelowna BC V1X 7W2, and any additional purchasers who executed the Agreement.

**WITNESSETH:**

**WHEREAS**, the Purchaser has purchased an 18.0% Secured Promissory Note of the Company (the "Note"), subject to and upon the terms and conditions of the October 27, 2008 Agreement; and

**WHEREAS**, the Purchaser and the Company wish to extend the Agreement and the Note beyond their originally contemplated expiration date of October 27, 2010 upon the terms and conditions as noted herein.

**WHEREAS**, the Company is indebted to the Purchaser in the amount of CAD\$253,150 as specified on Debt Settlement Agreement dated July 9, 2009.

**WHEREAS**, the Company wishes to settle a portion of the debt, namely US\$1,625 with the Purchaser by converting 65,000 warrants into 32,500 common shares of the Company as per Purchase Agreement dated October 27, 2008 at a price of \$0.05 per share. The Company will remain indebted to the Purchaser in the amount of CAD\$251,525.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. AGREEMENT TO EXTEND THE AGREEMENT.**

The Purchaser and the Company agree to extend the original terms of the Agreement on a month-to-month basis, under the identical terms as contained in the original Agreement wherever logically possible.

The Company agrees to use a reasonable fraction of contemplated cash flows from existing oil wells at Belmont Lake, such amount not to cause undue hardship to the Company's operations, to repay the Purchaser on a regular basis, a portion of the aggregate amount of CAD\$251,525 if and as possible, until such time as the CAD\$251,525 principal amount has been completely repaid.

The Company agrees to continue to pay the agreed upon interest rate on all unpaid balances, and to otherwise respect the terms of the Agreement and the Note.

All representations and covenants and acknowledgements and indemnifications of the original Agreement and Note remain in force, wherever it is logically possible.

2. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

4. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

5. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto.

6. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

7. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

8. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Purchaser and the Company as of **October 21, 2010**.

/s/  
(the Purchaser)  
By: Chris Bunka  
Name:

**LEXARIA CORP.**

By: \_\_\_\_\_  
(Signature of Authorized Person)  
Bal Bhullar, CFO and Director  
Printed Name and Title

**AMENDMENT TO PURCHASE AGREEMENT**

**THIS AMENDMENT (the "Amendment")** is to a PURCHASE AGREEMENT (the "Agreement") that was dated and executed as of October 27, 2008, and is entered into by and among Lexaria Corp., a Nevada corporation with headquarters located at #950-1130 West Pender Street, Vancouver, British Columbia Canada V6E 4A4 (the "Company"), and Chris Bunka of #205 – 171 Commercial Drive, Kelowna BC V1X 7W2, and any additional purchasers who executed the Agreement.

**WITNESSETH:**

**WHEREAS**, the Purchaser has purchased an 18.0% Secured Promissory Note of the Company (the "Note"), subject to and upon the terms and conditions of the October 27, 2008 Agreement; and

**WHEREAS**, the Purchaser and the Company wish to extend the Agreement and the Note beyond their originally contemplated expiration date of October 27, 2010 upon the terms and conditions as noted herein.

**WHEREAS**, the Company is indebted to the Purchaser in the amount of CAD\$400,000 as specified on Purchase Agreement dated October 27, 2008.

**WHEREAS**, the Company wishes to settle a portion of the debt, namely US\$2,166.65 with the Purchaser by converting 86,667 warrants into 43,333 common shares of the Company as per Purchase Agreement dated October 27, 2008 at a price of \$0.05 per share. The Company will remain indebted to the Purchaser in the amount of CAD\$397,833.35.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. AGREEMENT TO EXTEND THE AGREEMENT.**

The Purchaser and the Company agree to extend the original terms of the Agreement on a month-to-month basis, under the identical terms as contained in the original Agreement wherever logically possible.

The Company agrees to use a reasonable fraction of contemplated cash flows from existing oil wells at Belmont Lake, such amount not to cause undue hardship to the Company's operations, to repay the Purchaser on a regular basis, a portion of the aggregate amount of CAD\$397,833.35 if and as possible, until such time as the CAD\$397,833.35 principal amount has been completely repaid.

The Company agrees to continue to pay the agreed upon interest rate on all unpaid balances, and to otherwise respect the terms of the Agreement and the Note.

All representations and covenants and acknowledgements and indemnifications of the original Agreement and Note remain in force, wherever it is logically possible.

2. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

4. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

5. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto.

6. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

7. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

8. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Purchaser and the Company as of **October 21, 2010**.

/s/  
(the Purchaser)  
By: Chris Bunka  
Name:

**LEXARIA CORP.**

By: \_\_\_\_\_  
(Signature of Authorized Person)  
Bal Bhullar, CFO and Director  
Printed Name and Title

**AMENDMENT TO PURCHASE AGREEMENT**

**THIS AMENDMENT (the "Amendment")** is to a PURCHASE AGREEMENT (the "Agreement") that was dated and executed as of October 27, 2008, and a Debt Settlement Agreement dated and executed on July 9, 2009 that was entered into by and among Lexaria Corp., a Nevada corporation with headquarters located at #950-1130 West Pender Street, Vancouver, British Columbia Canada V6E 4A4 (the "Company"), and Morgan Bunka of 2316 Bella Vista Street, Kelowna BC V1P 1S1, and any additional purchasers who executed the Agreement.

**WITNESSETH**

**WHEREAS**, the Purchaser has purchased an 18.0% Secured Promissory Note of the Company (the "Note"), subject to and upon the terms and conditions of the October 27, 2008 Agreement; and

**WHEREAS**, the Purchaser and the Company wish to extend the Agreement and the Note beyond their originally contemplated expiration date of October 27, 2010 upon the terms and conditions as noted herein.

**WHEREAS**, the Company is indebted to the Purchaser in the amount of CAD\$194,188.75 as specified on Debt Settlement Agreement dated July 9, 2009.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. AGREEMENT TO EXTEND THE AGREEMENT.**

The Purchaser and the Company agree to extend the original terms of the Agreement on a month-to-month basis, under the identical terms as contained in the original Agreement wherever logically possible.

The Company agrees to use a reasonable fraction of contemplated cash flows from existing oil wells at Belmont Lake, such amount not to cause undue hardship to the Company's operations, to repay the Purchaser on a regular basis, a portion of the aggregate amount of CAD\$194,188.75 if and as possible, until such time as the CAD\$194,188.75 principal amount has been completely repaid.

The Company agrees to continue to pay the agreed upon interest rate on all unpaid balances, and to otherwise respect the terms of the Agreement and the Note.

All representations and covenants and acknowledgements and indemnifications of the original Agreement and Note remain in force, wherever it is logically possible.

2. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

3. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

4. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

5. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto.

6. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.

7. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

8. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement thereof.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the Purchaser and the Company as of **October 21, 2010**.

/s/ \_\_\_\_\_  
(the Purchaser)  
By: Morgan Bunka  
Name:

**LEXARIA CORP.**

By: /s/ Chris Bunka  
(Signature of Authorized Person)  
Chris Bunka, President  
Printed Name and Title