
**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 or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

On October 21, 2010 the Company entered into a twelve month non-exclusive capital raising agreement with CC Natural Resource Partners (“Consultant”). The Company is intending to raise capital, in which Consultant will be assisting and the Company shall pay the Consultant at the time of closing such transaction fee equal to 5% of the loan/investment associated with the transaction from the Consultant. If the Consultant also demands a fee as a condition of entering a transaction, then in no event shall the Consultant’s transaction fee plus finder’s fee together exceed 10% of the value of the transaction. For a period of 24 months following the date of termination of the agreement, the Company shall pay Consultant all fees provided with respect to any contact introduced by Consultant to the Company who participates in a transaction during the 24 month period.

The securities to be offered in any financing will not be registered under the Securities Act of 1933 as amended (the “Act”), and may not be offered or sold in the United States absent registration, or an applicable exemption from registration, under the Act.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

| Exhibit No. | Description |
|----------------------|--|
| 10.1 | Capital Raising Agreement dated October 21, 2010 |

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: October 25, 2010

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





September 20, 2010

Chris Bunka
President & CEO
Lexaria Corp.
Suite 950, 1130 West Pender Street
Vancouver BC Canada V6E 4A4

Dear Mr. Bunka:

The purpose of this letter agreement (this "Agreement") is to set forth the terms under which CC Natural Resource Partners, LLC ("CCNRP") has the opportunity to earn compensation to be paid by Lexaria Corp., its subsidiaries and its affiliates (together, the "Company") upon the closing of a Transaction (defined below) with a person or entity referred to by Company by CCNRP (each, a "Contact"). In accordance with this Agreement, CCNRP will act solely in a finder's capacity to the Company and assist the Company with respect to an introduction of a Contact related to their potential loan/investment with the Company (the "Transaction").

If the Company closes a Transaction with a Contact, the Company shall pay CCNRP at the time of closing of such Transaction a fee equal to 5.0% of the loan/investment associated with the Transaction from the Contact (the "Finder's Fee"). If the Contact also demands a fee as a condition of entering a Transaction, then in no event shall the Contact's Transaction fee plus the Finder's Fee together exceed 10% of the value of the Transaction. For a period of twenty-four (24) months following the date of termination of this Agreement (the "Tail Period"), the Company shall pay CCNRP all fees provided for herein with respect to any Contact introduced by CCNRP to the Company who participates in a Transaction during the Tail Period.

The Company understands and agrees that (a) CCNRP is providing services purely in a finder's capacity and (b) CCNRP is an independent contractor and not an agent of the Company for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a joint venture, a relationship of employer/employee, or any agency or partnership between the Company and CCNRP.

The Company also understands and agrees that the only function of CCNRP is to introduce the Contact to the Company, as contemplated above, and in no event shall CCNRP engage, or be required to engage, in any negotiations, structuring, discussions or "due diligence" investigations for, or represent or make any evaluations or recommendations to, any person or entity, including, without limitation, the Company or a Contact.

The Company further understands and agrees that this Agreement is not intended for the buying, selling or trading of securities or the offering of counsel or advice with respect to any such activities, but relates solely to compensation for the services set forth above.

CCNRP disclaims any responsibility for accurately describing or recommending any transaction in which a Contact may engage. CCNRP's obligation with respect to any transaction is solely as described herein, and the Company agrees that it shall not make any representation that CCNRP endorses or sponsors the Company or its securities, has performed any due diligence with respect to the Company or has participated in any way in pricing the securities or structuring any transaction. The Company agrees that no reference to CCNRP will be made in any press release or advertisement of any transaction with a Contact or otherwise without the express prior approval, in writing, of such release or advertisement by CCNRP. The Company shall indemnify and hold CCNRP and its members, managers, principals, affiliates, employees, agents, and shareholders harmless from and against any and all claims made against any of them arising out of or related to the Company's breach of this Agreement.

There is no agreement other than this Agreement under which Company has an obligation to pay CCNRP anything.

This Agreement is mutually non-exclusive and it is understood that each party to this Agreement will pursue similar Transactions with other non-related parties.

Other than in respect of a Transaction closed by Company before September 20, 2011 ("Termination Date"), this Agreement terminates on the Termination Date.

If the Company is in agreement with these terms, please indicate so by signing and dating this Agreement and returning a copy via facsimile (214-666-9993). In addition, please mail the original executed version of this Agreement to the following address:

Michael Chiste
5950 Berkshire Lane
Suite 1401
Dallas, TX 75225


Very Truly Yours,



Michael Chiste

Acknowledged, Accepted, and Agreed to:

LEXARIA CORP.

Signed: 
By: _____
 Chris Bunka
Its: _____
 CEO
Date: _____
 October 21, 2010