FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1. Reporting Issuer

Canadian Orebodies Inc. (the "Issuer")
520 – 141 Adelaide St. W.
Toronto, ON M5H 3L5

Item 2. Date of Material Change

February 14, 2011

Item 3. News Release

The Issuer issued a press release via Marketwire on February 14, 2011. A copy of which has been filed on SEDAR.

Item 4. Summary of Material Change

The Company has entered into an non-arm's length Purchase Agreement to acquire up to a 100% legal and beneficial interest (subject to a 3% gross overriding royalty of which one-third can be purchased for a maximum of $3 million) in the Inuit Owned Lands Mineral Exploration Agreement (the "NTI Agreement") which covers the Haig Inlet Iron Ore Project (the "Property"). The Property covers approximately 2,680 hectares on Flaherty Island, Nunavut. The property is host to a significant unclassified historically estimated mineral resource of 907 million tons grading 27% iron ore as defined in the government publication, "Northern Mineral Policy Series; NM1: Mines and Important Mineral Deposits of the Yukon and Northwest Territories, 1982 (i)." The mineral resource outlined here is a non-compliant NI 43-101 Mineral Resource since it is historical in nature and should not be relied upon. There is no direct evidence that these numbers or any portion thereof will ever be achieved at any time with further exploration work. This historical estimate does not comply with the current Canadian Institute of Mining, Metallurgy and Petroleum Resources (CIM) definition standards on mineral resources and mineral reserves as required by NI 43-101 "Standards of Disclosure for Mineral Projects."

For further information, attached hereto is the copy of the press release

Item 5. Full Description of Material Change

The agreement is a non-arm's length transaction among Donald McKinnon (Company Chairman and Director), Gordon McKinnon (Company President and CEO) and Randall Salo (the "Vendors"). In order to purchase 100% interest in the NTI Agreement the Company is required to:

(i) Issue to the Vendors 3 million common shares on closing to earn a 10% interest in the NTI Agreement.
(ii) Issue to the Vendors 4 million common shares on the first anniversary of closing to earn an additional 15% interest in the NTI Agreement and
(iii) Issue to the Vendors 7 million common shares on the second anniversary of closing of closing to earn the remaining 75% interest.
(iv) Grant a $250,000 advance royalty at the earlier of (1) the date on which a production lease is entered into pursuant to the NTI Agreement, or (2) six years from the date of closing.
(v) Grant a 3% Gross Overriding Royalty of which 1/3rd may be purchased at anytime by the Company for $3,000,000.

In addition, if the Company has acquired a 100% interest in the NTI Agreement, Orebodies covenants to issue and deliver to the Vendors an additional 14,000,000 common shares on the following basis:

(vi) Issue 7 million common shares if the property demonstrates at least 80 million tons at an average grade of 23% iron complaint with NI 43-101 technical report
(vii) Issue a further 7 million common shares if the property demonstrates at least 200 million tons at an average grade of 23% iron (which includes the 80 million tons comprising the first threshold referred in (v)) complaint with NI 43-101 technical report.

After the issuance of the first 3 million shares to earn a 10% interest, the Company may elect not to proceed with items (ii) and (iii) in which case, the Company covenants to pay or issue on a pro-rata basis its interest earned in items (iv), (v), (vi) and (vii) at the relevant time.

All shares issued to the Vendors shall be on the following pro-rata basis: 45% to Gordon McKinnon, 45% to Donald McKinnon, and 10% to Randall Salo.

If all the above common shares were issued pursuant to the agreement, the potential shareholdings of Donald McKinnon as of the date hereof will be 16.4%

on an undiluted basis. The potential shareholding of Gordon McKinnon will be 14.86% of the issued and outstanding common shares on an undiluted basis.

On closing the parties in the transaction will enter in a joint venture agreement until such time as the Company has acquired a 100% in the property.

To properly evaluate and negotiate the agreement, the Company formed a special committee comprising of all independent directors to review the transaction in addition to obtaining a Fairness Opinion from Broad Oak Associates, an independent third party firm, regarding whether the transaction would be fair to all the shareholders on the Company.

In respect of the requirement of MI 61-101 section 5.4, with regards to the requirement of a formal valuation, the Company is relying on section 5.5(b) of MI 61-101 with regards to satisfying this requirement and thus being exempt from a formal valuation.

Item 6. Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

N/A

Item 7. Omitted Information

N/A

Item 8. Senior Officers

The following senior officer of the Issuer is knowledgeable about the material change and may be contacted by the Commission at the following telephone number:

Gordon McKinnon, President & CEO
Tel: 416-644-1747

Dated at Toronto this 22nd day of February 2011.

"Gordon McKinnon"

Gordon McKinnon
President & CEO of the Issuer

Canadian Orebodies Inc.

141 Adelaide Street West, Suite 520, Toronto, Ontario, M5H 3L5

PRESS RELEASE

OREBODIES TO ACQUIRE UP TO A 100% INTEREST IN POTENTIAL LARGE TONNAGE IRON PROJECT

TORONTO, February 14, 2011 -- Canadian Orebodies Inc. (TSXV: CO) ("Orebodies") is pleased to announce that it is has entered into a non-arm's length Purchase Agreement (the "Agreement") to acquire up to a 100% legal and beneficial interest (subject to a 3% GOR retained by the Vendors, of which 1/3rd can be purchased by Orebodies for a maximum of $3,000,000) in the Inuit Owned Lands Mineral Exploration Agreement (the "NTI Agreement") with Nunavut Tunngavik Incorporated ("NTI") which covers the Haig Inlet Iron Ore Project, located on the Belcher Islands, Nunavut, Canada (the "Property").

About the Property:

The Haig Inlet Iron Project covers over 2,680 hectares on Flaherty Island. A significant amount of exploration work, including numerous widely-spaced diamond drill holes, was carried out on the property during the 1950's by Belcher Mining Corporation Ltd ("BMC"). BMC's exploration programs targeted the Kipalu Formation of iron-bearing rocks containing laterally extensive magnetite (with subordinate hematite) iron formations of the Superior type. The Property is host to a significant unclassified historically estimated mineral resource of **907 million tonnes grading 27% iron** as defined in the government publication, "Northern Mineral Policy Series; NM1: Mines and Important Mineral Deposits of the Yukon and Northwest Territories, 1982* ".

**The mineral resource outlined here is a non-compliant NI 43-101 Mineral Resource since it is historical in nature and should not be relied upon. There is no direct evidence that these numbers or any portion thereof will ever be achieved at any time with further exploration work. These are historical resource estimates that do not comply with the current Canadian Institute of Mining, Metallurgy and Petroleum Resources (CIM) Definition Standards on Mineral Resources and Mineral Reserves as required by National Instrument 43-101 (NI 43-101) "Standards of Disclosure for Mineral Projects." Historical BMC exploration results were studied by a qualified person and compared with other non-BMC exploration programs carried out on the Belcher Islands. Although conclusions support the presence of a large area of iron mineralization, the historical results are not considered reliable given an incomplete database of diamond drill hole logs and the lack of accurate collar surveying related to the BMC historical exploration programs. In addition, the unknown level of quality assurance/quality control implemented* *during the historic BMC programs, which is currently required to be carried out under the supervision of a qualified person as defined by NI 43-101 policy, questions the reliability and confidence in the historic estimate.*

Gordon McKinnon, Orebodies President & CEO stated "This project represents a major step for the company to take advantage of the booming iron ore sector and opens the door to the significant amount of capital that has been pouring into junior iron ore companies. We have seen that other iron ore projects within Nunavut such as Baffinland Iron Mines Corp. ("Baffinland") and Advanced Explorations Inc. ("Advanced") are being sought after by large international companies. Both Baffinland and Advanced having their deposits in Nunavut in harsher climates and much more remote locations shows projects like the Haig Inlet Iron Property are in demand and garnering the attention of large international steel and iron ore companies."

<u>Terms of Agreement:</u>

The Agreement is a non-arm's length transaction between Donald McKinnon (Orebodies Chairman and Director), Gordon McKinnon (Orebodies President & CEO), Randall Salo (the "Vendors") and Orebodies, the closing of which is subject to TSX Venture Exchange, NTI and disinterested shareholder approvals.

In order to purchase a 100% interest in the NTI Agreement, Orebodies is required to:

1. Issue to the Vendors an aggregate amount of 3,000,000 common shares on closing to earn a 10% interest in the NTI Agreement.

2. Issue to the Vendors an aggregate amount of 4,000,000 common shares on the first year anniversary of closing to earn an additional 15% interest in the NTI Agreement.

3. Issue to the Vendors an aggregate amount of 7,000,000 common shares on the second year anniversary of closing to earn the remaining 75% interest in the Agreement.

After the issuance of 3,000,000 common shares on closing to earn a 10% interest in the NTI Agreement, Orebodies may elect not to proceed with the share issuances outlined in items 2 and 3 above.

4. Grant a 3% Gross Overriding Royalty ("GOR") of which 1/3rd may be purchased at anytime by Orebodies for $3,000,000, in the event that Orebodies has acquired the 100% interest in the NTI Agreement. If Orebodies has elected not to purchase a 100% interest in the NTI Agreement, the consideration for a purchase of such 1/3rd of the GOR shall be pro-rated to Orebodies' interest in the NTI Agreement at such time.

5. Grant a $250,000 advance royalty, in the event that Orebodies has acquired the 100% interest in the NTI Agreement, commencing on the earlier of (i) the date on which a production lease is entered into pursuant to the NTI Agreement, or (ii) on the 6th year anniversary from closing. If Orebodies does not hold the 100% interest in the NTI Agreement at such time as the advance royalty becomes payable, the advance royalty shall be pro-rated to Orebodies' interest in the NTI Agreement at such time.

6. Enter into a joint venture agreement on closing which governs the activities of Orebodies and the Vendors in respect of the Property and the NTI Agreement, until such time, as Orebodies acquires a 100% interest in the NTI Agreement.

In addition, if Orebodies has acquired a 100% interest in the NTI Agreement, Orebodies covenants to issue and deliver to the Vendors an additional 14,000,000 common shares on the following basis:

1. Issue an aggregate 7,000,000 common shares (each such common share a “First Milestone Share”) in the event that a technical report compliant with NI 43-101, which demonstrates at least 80,000,000 tonnes of Mineral Resources (defined in the Agreement as 'indicated mineral resources' or 'measured mineral resources' as those terms are defined in NI 43-101) grading at least an average of 23% iron.

2. Issue a further 7,000,000 common shares (each such common share a “Second Milestone Share”) in the event that a technical report compliant with NI 43-101, which demonstrates at least 200,000,000 tonnes which includes the 80,000,000 tonnes comprising the threshold for the First Milestone Shares, of Mineral Resources grading at least an average of 23% iron.

In the event that Orebodies has not acquired a 100% interest in the NTI Agreement at the relevant time that First Milestone Shares or Second Milestone Shares are to be issued, Orebodies covenants to issue to the Sellers in aggregate a percentage of First Milestone Shares or Second Milestone Shares, as the case may be, that is equal to Orebodies' interest in the NTI Agreement at the relevant time.

The number of common shares to be issued to the Vendors on closing, the first year anniversary of the date of closing, the second year anniversary of the date of closing, and the issuance of any First Milestone Shares or Second Milestone Shares to the Vendors shall be on the following pro-rata basis: 45% to Gordon McKinnon, 45% to Donald McKinnon, and 10% to Randall Salo.

The Agreement as provides an extended area concept whereby the 3% GOR and the requirement to issue First Milestone Shares and/or Second Milestone Shares applies beyond the Property to include (i) specified additional areas in proximity to the Property where Orebodies' has staked mineral dispositions, and (ii) any areas or part thereof, lying within a distance of 10 kilometres from the external perimeters of the Property in which Orebodies has or will stake any mineral dispositions.

If all common shares are issued pursuant to the Agreement, the potential shareholding of Donald McKinnon in Orebodies on an undiluted basis shall be 16.4% of the issued and outstanding common shares as at the date hereof, and the potential shareholding of Gordon McKinnon in Orebodies on an undiluted basis shall be 14.86% of the issued and outstanding commons shares as at the date hereof.

In order to properly evaluate and negotiate the Agreement, Orebodies' board of directors formed a special committee comprised of all independent directors to act on behalf of Orebodies. The committee engaged Broad Oak Associates, an independent third party firm to review and deliver a fairness opinion ("Fairness Opinion") regarding whether the transaction would be fair to all the shareholders of Orebodies. Based on a thorough review and the findings of the Fairness Opinion, the independent special committee unanimously approved Orebodies enter into the Agreement.

This press release has been prepared under the supervision of Mr. Randall Salo (P.Geo.), who is an independent consultant to the Company and a "qualified person" (as such term is defined in National Instrument 43-101). Mr. Salo has verified the technical data disclosed in this press release.

Closing of the transaction remains subject to the approval of the TSX Venture Exchange and NTI, and approval of a disinterested shareholder vote.

For more information please contact:

Gordon McKinnon, President & CEO
Canadian Orebodies Inc.
(705) 268-9000
www.canadianorebodies.com

Forward Looking Information:

Some of the statements and information contained herein may be forward-looking information which involves known and unknown risks and uncertainties, including statements respecting the Agreement. Without limitation, statements regarding the potential acquisition of a 100% interest in the NTI Agreement, statements regarding potential mineralization and resources, proposed exploration activities *and future plans and objectives of Orebodies are forward looking statements that involve various degrees of risk. The following are important factors that could cause Orebodies actual results to differ materially from those expressed or implied by such forward looking statements: changes in the world wide price of mineral commodities, general market conditions, the uncertainty of access to capital. In particular, there can be no assurance that a definitive joint venture agreement will be entered into, that TSX Venture Exchange or NTI approval of the Agreement will be obtained, or that Orebodies will undertake any or all of the issuances necessary to complete the acquisition of the 100% interest in the NTI Agreement.*