

**FORM 51-102F3
MATERIAL CHANGE REPORT**

Item 1. Name and Address of Company

State the full name of your company and the address of its principal office in Canada:

Enertopia Corp. (the "Company")
950 - 1130 West Pender Street
Vancouver, BC V6E 4A4

Item 2. Date of Material Change

March 1, 2013

Item 3. News Release

The Company did disseminate a news release through Newswire.ca on March 1, 2013. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on March 1, 2013.

Item 4. Summary of Material Change

On October 6, 2009 the Company entered into a month to month consulting agreement with Mr. Mark Snyder, whereby Mr. Snyder would act as the Chief Technical Officer and be paid a monthly fee of \$1,000. On March 1, 2013, the Company has entered into a month to month consulting agreement, which changes the monthly fee to \$10.

On March 1, 2013, the Company settled the debt incurred of \$16,000 from September 1, 2011 to February 28, 2013 for consulting fees with Mr. Mark Snyder by issuing 160,000 restricted common shares of the Company at a price of \$0.10 per share.

On March 1, 2013, the Company settled the Debt of **\$42,000** by reducing the Company's interest in GSWPS to 8.14% from its current 9.86% interest, and transferring this 1.72% interest to the GSWPS is prepared to accept such compensation in full satisfaction of the Debt.

Full Description of Material Change

See attached Form 8-K.

Item 5. Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

If this report is being filed on a confidential basis in reliance of subsection 7.1(2) or (3) of National Instrument 51-102, state the reasons for such reliance.

Not Applicable.

Item 6. Omitted Information

Not Applicable.

Item 7. Executive Officer

Give the name and business telephone number of an executive officer of your company who is knowledgeable about the material change and the Report, or the name of an officer through whom such executive officer may be contacted.

Please contact Robert McAllister, President of the Company, at 604.602.1633

Item 8. Date of Report

DATED March 1, 2013.

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): March 1, 2013

ENERTOPIA CORP.

(Exact name of registrant as specified in its charter)

Nevada	000-51866	20-1970188
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

#950 – 1130 West Pender Street, Vancouver, British Columbia, Canada V6E 4A4

(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (604) 602-1633

(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 Definitive Agreement

Item 3.02 Unregistered Sales of Equity Securities

On October 6, 2009 the Company entered into a month to month consulting agreement with Mr. Mark Snyder, whereby Mr. Snyder would act as the Chief Technical Officer and be paid a monthly fee of \$1,000. On March 1, 2013, the Company has entered into a month to month consulting agreement, which changes the monthly fee to \$10.

On March 1, 2013, the Company settled the debt incurred of \$16,000 from September 1, 2011 to February 28, 2013 for consulting fees with Mr. Mark Snyder by issuing 160,000 restricted common shares of the Company at a price of \$0.10 per share.

On March 1, 2013, the Company settled the Debt of **\$42,000** by reducing the Company's interest in GSWPS to 8.14% from its current 9.86% interest, and transferring this 1.72% interest to the GSWPS is prepared to accept such compensation in full satisfaction of the Debt.

The Company issued the units to one (1) US persons pursuant to the exemption from registration provided for under Rule 506 of Regulation D, promulgated under the United States Securities Act 1933, as amended. Each of the subscribers represented that they were an "accredited investor" as such term is defined in Regulation D.

Item 7.01 Regulation FD Disclosure.

A copy of the news release announcing debt for settlement 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	Consulting Agreement Dated March 1, 2013
10.2	Debt Settlement Agreement dated March 1, 2013
10.3	GSWPS interest for Debt dated March 1, 2013
99.1	Press Release dated March 1, 2013

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: March 1, 2013

Enertopia Corp.

By: "Robert McAllister"

Robert G. McAllister

President and Director



PRESS RELEASE #201302

FOR IMMEDIATE RELEASE

MARCH 1, 2013

Debt Forgiveness and Debt Settlements

Vancouver, BC—Enertopia Corporation (ENRT-OTCBB) (TOP-CNSX) (the "Company" or "Enertopia") announces that it has entered into agreements that forgive US\$42,000 of debt owed by the Company, and into an agreement that settle an additional US\$16,000 of debt owed by the Company, through the issuance of 160,000 common restricted shares at a price of \$0.10 each.

All of the debt settlement and debt forgiveness amounts were with one officer of the Company and (GSWPS) Global Solar Water Power Systems.

The company is pleased to continue its efforts to strengthen its balance sheet through the elimination of these liabilities.

The securities issued will be subject to a hold period into the USA under Rule 144, six months and one day.

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 Enertopia

Enertopia's shares are quoted in the USA with symbol ENRT and in Canada with symbol TOP. For additional information, please visit www.enertopia.com or call Robert McAllister, President, Enertopia Corporation at 1.250.765.6422

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements which are not historical facts are 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, evaluation of clean energy projects for participation and/or financing, 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 that 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. 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, access to capital, and other factors which may be identified from time to time in the Company's public announcements and filings. The Company's evaluation of alternative energy projects in the heat recovery, solar thermal, solar PV and water purification; and of resource projects provides no assurance that any particular project will have any material effect on the Company.

CONSULTING AGREEMENT

THIS AGREEMENT is made effective this 1st day of March, 2013.

BETWEEN:

Enertopia Corporation., a body corporate duly incorporated under the laws of the State of Nevada, and having its Registered Office at 950-1130 West Pender, in the City of Vancouver, in the Province/State of British Columbia, V6E 4A4

(hereinafter called the "Company")

OF THE FIRST PART

AND:

Mark Snyder, an individual in the State of California, and having its Registered Office at # 200 12900 Brookprinter PL, Poway, CA 92064.
Phone 858.748.4618

(hereinafter called the "Consultant," or, "Snyder")

OF THE SECOND PART

WHEREAS:

A. Snyder has served as a (CTO) Chief Technical Officer to the Company since October 06, 2009;

B. The Company is desirous of retaining the consulting services of Snyder as a Chief Technical Officer, on a continuing basis and the Consultant has agreed to serve the Company as an independent contractor upon the terms and conditions hereinafter set forth;

FOR VALUABLE CONSIDERATION it is hereby agreed as follows:

1. The Consultant shall provide scientific and technical consulting services to the

Company, such duties and responsibilities to include;

- a) Responsible for the transformation of intellectual capital into technology and operations in furtherance of the company's objectives. This CTO position is concerned with the concepts of solutions of design & development, operational integrity, technology partnering, system support and maintenance.

2. "By virtue of this Agreement, the Company is expecting, and Snyder is accepting, the responsibility of working consistently, and as needed, on behalf of the Company.

3. The basic remuneration of the Consultant for its services hereunder shall be at the rate of ten United States dollars (US\$10.00) per month, together with any such increments thereto as the Board of Directors of the Company may from time to time determine, payable on the last business day of each calendar month. In the event the Company and Snyder mutually agree to such, the basic remuneration may instead be paid through the issuance of restricted common shares. The basic compensation covers that time required by the Consultant to fulfill his tasks.

4. The Consultant shall be eligible to receive stock options, of a quantity and with a strike price to be determined at the time of granting and in accordance with the Company's stock option plan and all regulations, granted by the Company. Further details of the stock options, including vesting, will be included within a separate stock option agreement at the time of any such granting.

5. The Consultant shall be responsible for the payment of its income taxes and other remittances including but not limited to any form of insurance as shall be required by any governmental entity with respect to compensation paid by the Company to the Consultant.

6. The terms "subsidiary" and "subsidiaries" as used herein mean any corporation or company of which more than 50% of the outstanding shares carrying voting rights at all times (provided that the ownership of such shares confers the right at all times to elect at least a majority of the Board of Directors of such corporation or company) are for the time being owned by or held for the Company and/or any other corporation or company in like relation to the Company and

include any corporation or company in like relation to a subsidiary.

7. The Consultant shall not, either during the continuance of its contract hereunder or at any time thereafter, disclose the private affairs of the Company and/or its subsidiary or subsidiaries, or any secrets of the Company and/or its subsidiary or subsidiaries, to any person other than the Directors of the Company and/or its subsidiary or subsidiaries or for the Company's purposes and shall not (either during the continuance of its contract hereunder or at any time thereafter) use for its own purposes or for any purpose other than those of the Company any information it may acquire in relation to the business and affairs of the Company and/or its subsidiary or subsidiaries, unless required by law.

8. The Consultant shall well and faithfully serve the Company or any subsidiary as aforesaid during the continuance of its contract hereunder and use its best efforts to promote the interests of the Company.

9. The Consultant agrees with the Company that it will during the term of his contract hereunder, so long as the Board of Directors of the Company and Snyder may so desire, request Snyder to serve the Company as an officer and director without additional remuneration other than normal director's fees, if any, payable by virtue of the office of director and the provisions of the Articles of the Company.

10. This Agreement may be terminated forthwith by the Company or Snyder without prior notice if at any time:

- (a) The Company or Snyder shall commit any material breach of any of the provisions herein contained; or
- (b) The Company or Snyder shall be guilty of any misconduct or neglect in the discharge of its duties hereunder; or
- (c) The Company or Snyder shall become bankrupt or make any arrangements or composition with its creditors; or

- (d) The Principals of the Company or Snyder shall become of unsound mind or be declared incompetent to handle his own personal affairs; or
- (e) The Company or Snyder shall be convicted of any criminal offence other than an offence which, in the reasonable opinion of the Board of Directors of the Company, does not affect their position as a Consultant or a director of the Company.

This Agreement may also be terminated by either party upon thirty (30) days written notice to the other. Should the Company terminate this agreement for a reason not enumerated in items 10(a), 10(b), 10(c), 10(d), or 10 (e), Snyder will be entitled to any all remuneration, as it relates to transactions which were in process but had not yet closed at the date of his termination, to which he would have otherwise been entitled for a period of 9 months after the date of his termination.

11. In the event this Agreement is terminated by reason of default on the part of the Consultant or the written notice of the Company, then at the request of the Board of Directors of the Company, the Consultant shall cause Snyder to forthwith resign any position or office which he then holds with the Company or any subsidiary of the Company. The provisions of paragraph 9 shall survive the termination of this Agreement for a period of 2 years thereafter.

12. The Company is aware that the Consultant has now and will continue to have financial interests in other companies and properties and the Company recognizes that these companies and properties will require a certain portion of the Consultant's time. The Company agrees that the Consultant may continue to devote time to such outside interests, PROVIDED THAT such interests do not conflict with or hinder Snyder's ability to perform its duties under this Agreement.

13. The services to be performed by the Consultant pursuant hereto are personal in character, and neither this Agreement nor any rights or benefits arising thereunder are assignable by the Consultant without the previous written consent of the Company.

14. With the express exception of outstanding options granted to Snyder as a result of

Advisory Services previously performed, and any prior investment made by Snyder in the Company, any and all previous agreements, written or oral, between the parties hereto or on their behalf relating to the agreement between the Consultant and the Company are hereby terminated and cancelled and each of the parties hereto hereby releases and forever discharges the other party hereto of and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such previous agreements.

15. Any notice in writing or permitted to be given to the Consultant hereunder shall be sufficiently given if delivered to the Consultant personally or mailed by registered mail, postage prepaid, addressed to the Consultant as its last residential address known to the Company. Provided any such notice is mailed via guaranteed overnight delivery, as aforesaid shall be deemed to have been received by the Consultant on the first business day following the date of mailing. Any notice in writing required or permitted to be given to the Company hereunder shall be given by registered mail, postage prepaid, addressed to the Company at the address shown on page 1 hereof. Any such notice mailed as aforesaid shall be deemed to have been received by the Company on the first business day following the date of mailing provided such mailing is sent via guaranteed overnight delivery. Any such address for the giving of notices hereunder may be changed by notice in writing given hereunder.

16. The provisions of this Agreement shall enure to the benefit of and be binding upon the Consultant and the successors and assigns of the Company. For this purpose, the terms "successors" and "assigns" shall include any person, firm or corporation or other entity which at any time, whether by merger, purchase or otherwise, shall acquire all or substantially all of the assets or business of the Company.

17. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the provisions of this Agreement.

18. This Agreement is being delivered and is intended to be managed from the Province of British Columbia and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such Province. Similarly no provision within this contract

is deemed valid should it conflict with the current or future laws of the United States of America or current or future regulations set forth by the United States Securities and Exchange Commission. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom or which enforcement of any waiver, change, modification or discharge is sought.

19. This Agreement and the obligations of the Company herein are subject to all applicable laws and regulations in force at the local, State, Province, and Federal levels in both Canada and the United States. In the event that there is an employment dispute between the Company and Snyder, Snyder agrees to allow it to be settled according to applicable Canadian law in an applicable British Columbia jurisdiction.

20. This Agreement is in effect on a month to month basis unless otherwise terminated as noted above.

IN WITNESS WHEREOF this Agreement has been executed as of the day, month and year first above written.

SIGNED by:

Robert McAllister,
President and Director,
Enertopia Corporation.

SIGNED by:

Chris Bunka,
CEO and Director,
Enertopia Corporation.

SIGNED by:

Mark Snyder
Consultant

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 1st day of March 2013.

BETWEEN:

ENERTOPIA CORP., a company duly incorporated under the laws of the Province of British Columbia and having its registered and records office at Suite 950 - 1130 West Pender Street, Vancouver, BC, V6E 4A4 Ph 604-602-1675 FAX 604-685-1602

(the "Company")

OF THE FIRST PART

AND:

MARK SNYDER #200 12900 Brookprinter Pl, Poway, CA 92064.
Phone 843.884.4358

(the "Creditor")

OF THE SECOND PART

WHEREAS:

- A. The Company is indebted to the Creditor in the amount of US\$**16,000** (the "Debt"); and
- B. The Company wishes to settle the Debt, namely US\$**16,000**, by allotting and issuing securities in the capital of the Company to the Creditor and the Creditor is prepared to accept such securities in full satisfaction of the Debt.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

- 1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. **ALLOTMENT AND ISSUANCE OF SECURITIES**

- 2.1 The Company agrees to allot and issue to the Creditor **160,000** shares in the capital of the Company (the "Shares") at a deemed price of **US\$0.10** per Share for each **US\$0.10** of indebtedness, as full and final payment of the Debt, and the Creditor agrees to accept the Shares as full and final payment of the Debt, leaving the Company indebted to the Creditor in the amount of US \$Nil following this transaction.

- 2.2 The Creditor hereby agrees that, upon delivery of the Shares by the Company in accordance with the provisions of this Agreement, that the Debt will be fully satisfied and extinguished effective as of the date set out above, and the Creditor will remise, release and forever discharge the Company and its directors, officers and employees from any and all obligations relating to this Debt.

3. **REGULATORY RESTRICTIONS**

- 3.1 The Creditor acknowledges to the Company that:

- (a) the Company is relying on exemptions from the registration requirements of the *U.S. Securities Act of 1933*. The shares and warrants have not been registered under the *U.S. Securities Act of 1933* and may not be offered or sold in the United States or to U.S. persons unless registered under such Act or an exemption from the registration requirements of such act, as available.
- (b) the Creditor will be the beneficial owner of the Shares;
- (c) the Shares are not being acquired as a result of any material information that has not been generally disclosed to the public;
- (d) the Creditor is an accredited investor; and
- (e) the Creditor will seek its own independent legal advice as to any restrictions imposed by the *U.S. Securities Act of 1933* on the Creditor respecting disposition of the Shares.

- (f) the Shares and Warrants to be issued in satisfaction of the debt will be subject to the following legend:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES SHALL NOT TRADE THE SECURITIES BEFORE SEPTEMBER 2, 2013.

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

4. **GENERAL PROVISIONS**

4.1 Time shall be of the essence of this Agreement.

4.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

4.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

4.4 This Agreement shall be governed by and construed in accordance with the laws of the United States.

4.5 All dollar amounts referred to in this Agreement have been expressed in United States currency, unless otherwise indicated.

4.6 This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed these present on the day and year first above written.

SIGNED, SEALED and DELIVERED by)
MARK SNYDER in the presence of:)

_____)
 Signature)

_____)
 Address)

_____)
 Occupation)

MARK SNYDER

ENERTOPIA CORP.

Authorized Signatory

Authorized Signatory

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)

Please provide the following information:

Creditor's telephone number

Creditor's e-mail address

DEBT SETTLEMENT AGREEMENT

THIS AGREEMENT dated for reference the 1st day of March 2013.

BETWEEN:

ENERTOPIA CORP., a company duly incorporated under the laws of the Province of British Columbia and having its registered and records office at Suite 950 - 1130 West Pender Street, Vancouver, BC, V6E 4A4 Ph 604-602-1675 FAX 604-685-1602

(the "Company")

OF THE FIRST PART

AND:

GSWPS., a company duly incorporated under the laws of the State of California and having its registered and records office at #200 12900 Brookprinter Pl, Poway, CA 92064. Phone 843.884.4358

(the "Creditor")

OF THE SECOND PART

WHEREAS:

- A. The Company is indebted to the Creditor in the amount of US\$**42,000** (the "Debt"); and
- B. The Company wishes to settle the Debt, namely US\$**42,000** by reducing the Company's interest in GSWPS to 8.14% from its current 9.86% interest, and transferring this 1.72% interest to the Creditor and the Creditor is prepared to accept such compensation in full satisfaction of the Debt.

NOW THEREFORE WITNESSETH that in consideration of the premises and of the covenants and agreements set out herein, the parties hereto covenant and agree as follows:

1. **ACKNOWLEDGMENT OF DEBT**

1.1 The Company acknowledges and agrees that it is indebted to the Creditor in the amount of the Debt.

2. **ALLOTMENT OF ENERTOPIA'S 1.72% INTEREST IN GSWPS**

2.1 The Company agrees to transfer to the Creditor 1.72% of GSWPS out of 100% interest in GSWPS, as full and final payment of the Debt, and the Creditor agrees to accept the 1.72% out of 100% interest in GSWPS as full and final payment of the Debt, leaving the Company indebted to the Creditor in the amount of US \$Nil following this transaction.

3. **GENERAL PROVISIONS**

3.1 Time shall be of the essence of this Agreement.

3.2 The Company and the Creditor shall execute such further assurances and other documents and instruments and shall do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

3.3 The provisions herein contained constitute the entire agreement between the parties and supersede all previous understandings, communications, representations and agreements, whether written or verbal, between the parties with respect to the subject matter of this Agreement.

3.4 This Agreement shall be governed by and construed in accordance with the laws of the United States.

3.5 All dollar amounts referred to in this Agreement have been expressed in United States currency, unless otherwise indicated.

3.6 This Agreement shall enure to the benefit of and be binding upon each of the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.

