

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

November 4, 2013

Item 3. News Release

The Company did disseminate a news release through Newswire.ca on November 4, 2013. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on November 4, 2013.

Item 4. Summary of Material Change

The Company has entered into a Letter of Intent Agreement ("LOI") on November 1, 2013 with 0984329 BC Ltd. (the "Vendor") where the Company wishes to buy and the Vendor wishes to sell 51% of the issued and outstanding capital stock of the Vendor. The Vendor is the owner, operator of a Medical Marijuana operation located at 33420 Cardinal Street, Mission, British Columbia, Canada. Until such time as the Vendor and the Company enter into a Definitive Agreement (the "Definitive Agreement"), the Parties agree that all terms of this LOI are and shall serve only as an expression of interest between the Vendor and the Company. This LOI is not comprehensive and no business relationship is created between the Vendor and the Company unless and until such time as negotiations between the Parties result in the consummation of a Definitive Agreement and such Definitive Agreement is ratified by their respective authorized representatives.

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, CEO and President of the Company, at 604.602.1675

Item 8. Date of Report

DATED November 4, 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): November 4, 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) 602-1675

(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))

Item 1.01 Entry into a Material Definitive Agreement

Item 3.02 Unregistered Sales of Equity Securities

The Company has entered into a Letter of Intent Agreement (“LOI”) on November 1, 2013 with 0984329 BC Ltd. (the “Vendor”) where the Company wishes to buy and the Vendor wishes to sell 51% of the issued and outstanding capital stock of the Vendor. The Vendor is the owner, operator of a Medical Marihuana operation located at 33420 Cardinal Street, Mission, British Columbia, Canada. Until such time as the Vendor and the Company enter into a Definitive Agreement (the “Definitive Agreement”), the Parties agree that all terms of this LOI are and shall serve only as an expression of interest between the Vendor and the Company. This LOI is not comprehensive and no business relationship is created between the Vendor and the Company unless and until such time as negotiations between the Parties result in the consummation of a Definitive Agreement and such Definitive Agreement is ratified by their respective authorized representatives.

The following are the terms of the LOI:

(a) The Company shall issue 10,000,000 shares of restricted common stock of the Purchaser within 48hours of signing this LOI

(b) The Company shall have the sole option, to acquire up to a 51% interest under the terms set out under the Definitive Agreement. The Company will have a due diligence period of 60 days upon signing this LOI.

Upon execution of the LOI Agreement, the Company issued 10,000,000 common stock of the Company to 0984329 B.C. LTD. at a deemed price of \$0.04. The Company issued the units one (1) 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. Each of the subscribers represented that they were not a “US person” as such term is defined in Regulation S.

Item 7.01 Regulation FD Disclosure.

A copy of the news release announcing the LOI Agreement 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	LOI Agreement dated November 1, 2013
99.1	Press Release dated November 4, 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: November 4, 2013

Enertopia Corp.

By: "Robert McAllister"

Robert G. McAllister

President and Director



PRESS RELEASE #201313

FOR IMMEDIATE RELEASE

NOVEMBER 4, 2013

Enertopia Targets Canadian Medical Marijuana Business

VANCOUVER, BC – November 4, 2013 - Enertopia Corporation (ENRT-OTCBB) (TOP-CNSX) (the "Company" or "Enertopia") announces that the Company has signed an LOI (Letter Of Intent) with a private company currently producing, cultivating and selling Medical Marijuana in Canada under the current Health Canada Medical Marijuana Access Program (MMAP).

"The Canadian government predicts a \$1.3 billion industry in 10 years, and industry experts believe estimates could be closer to \$2.6 billion by 2016. From our perspective, Enertopia is uniquely positioned by being a publically traded company in both the USA and Canada with our headquarters in British Columbia, Canada. We believe we are the only public company of our kind participating in this rapidly growing business opportunity," stated Robert McAllister, President and CEO for Enertopia Corp.

"We applaud the fact that Canada has embarked on a historic and ambitious move, giving rise to a new and emerging industry that could eventually top several billion dollars and count half a million patients within Canada. We believe the industry won't face most of the legal risks and hurdles associated with growing and selling marijuana in the United States, because of existing federal legislation that governs the cultivation of marijuana in Canada. With the new rule changes in Canada likely to eliminate some 25,000 private home growers by March 31st 2014, patients will only be able to receive medical marijuana directly through approved and licensed producers. It is here where we see Enertopia capitalizing on the consolidation opportunity from the current system: small independent operators will be challenged to comply with the stricter new legislative requirements, while larger entities operating only the most trusted and secure systems have the ability to thrive," further stated McAllister.

Enertopia issued 10,000,000 shares on signing the LOI and will issue an additional 10,000,000 shares and \$1,375,000 dollars to earn up to a 51% interest in the private operation over 4 years.

The Senior Qualified Person in charge of the private medical marijuana operation will join the Enertopia Board of Directors upon closing of the definitive agreement.

The private company has applied for a new medical marijuana license under the new Medical for Marijuana Regulations Purposes (MMRP) program. The current operation already meets many of the new and rigorous security features that Health Canada has put in place to ensure the production, quality and security of any operation is of the highest standards.

Below: October Photo of One of the Production Rooms



The securities issued will be subject to a hold period under Rule 144 and any other regulatory requirements.

A finder's fee may be payable subject to regulatory and exchange approvals.

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 1.250.765.6412.

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. 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 successful efforts in the oil and gas sector are dependent on many factors such as but not limited to financing, completion and production and field depletion. Expected field production could be materially different than from expected and past results. There can be no guarantee that the signing of this LOI will result in new projects or partnerships being concluded in the medical marijuana sector and that adequate capital will be sourced to conclude the proposed transaction, now and into the future. 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.

LETTER OF INTENT (LOI)

THIS Letter of Intent dated for reference the 1st of November, 2013.

AMONG:

ENERTOPIA CORPORATION., a corporation existing under the laws of the State of Nevada with its executive office at 950-1130 West Pender Street, Vancouver, British Columbia, Canada

(herein called “the Purchaser”)

AND:

0786521 B.C. LTD., a corporation existing under the laws of the Province of British Columbia with its registered record of office at #1 2838 Garden Street Abbotsford, British Columbia, Canada

(herein called the “Vendor”)

WHEREAS:

A. The Vendor is the owner, operator of an Medical Marihuana operation located at 33420 Cardinal Street, Mission, British Columbia, Canada as set out in Schedule 1(the “The Vendor Assets”) and wishes to enter into an business relationship with the Purchaser upon and subject to the terms and conditions set out in this LOI. Until such time as the Vendor and the Purchaser enter into a Definitive Agreement (the “Definitive Agreement”), the Parties agree that all terms of this LOI are and shall serve only as an expression of interest between the Vendor and the Purchaser. This LOI is not comprehensive and no business relationship is created between the Vendor and the Purchaser unless and until such time as negotiations between the Parties result in the consummation of a Definitive Agreement and such Definitive Agreement is ratified by their respective authorized representatives;

B. The Purchaser wishes to buy and the Vendor wishes to sell 51% of the issued and outstanding capital stock of the Vendor (the “Shares”);

C. The Vendor owns certain assets which are described in Schedule 1 attached and made part of this LOI.

NOW THEREFORE in consideration of the premises and the respective covenants, agreements representations, warranties and indemnities of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. DEFINED TERMS

1.1 For the purposes of this Agreement, unless the context otherwise requires, the following terms will have the respective meanings set out below and grammatical variations of such terms will have corresponding meanings:

- (a) “Affiliate” has the meaning given to that term in the Securities Act of 1933, as amended, and the Rules and Regulations of the Securities and Exchange Commission promulgated thereunder;
- (b) “Associate” has the meaning given to that term in the Securities Act of 1933, as amended, and the Rules and Regulations of the Securities and Exchange Commission promulgated thereunder;

- (c) "Closing" means the completion of the transactions contemplated in this Asset Purchase Agreement;
- (d) "Closing Date" means 4 P.M. PST December 31, 2013, or such other date as the Vendors and the Purchasers may mutually determine;
- (e) "Purchase Price" means the aggregate sum payable by the Purchaser to the Vendor for the Shares.

1.2 Currency. Unless otherwise indicated, all dollar amounts in this Agreement are expressed in United States funds.

1.3 Applicable Law. This Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties will be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such state and all courts competent to hear appeals there from and **waives**, so far as is legally possible, its right to have any legal action relating to this Agreement tried by a jury.

Schedules. The following Schedules are attached to and form part of this Agreement: All terms defined in the body of this Agreement will have the same meaning in the Schedule attached hereto Schedule 1 Description of The Vendor Assets comprised of land and medical marijuana operation in Mission, BC all as of the date of this Agreement.

2.0 TERMS OF LOI

(a) The Purchaser shall issue 10,000,000 shares of restricted common stock of the Purchaser within 48hours of signing this LOI

(b) The Purchaser shall have the sole option, to acquire up to an 51% interest under the terms set out under the Definitive Agreement. The Purchaser will have a due diligence period of 60 days upon signing this LOI.

(I) TERMS OF DEFINITIVE AGREEMENT

2.1 (a) The Purchaser shall issue to the Vendor 20,000,000 shares of restricted common stock in the Purchaser and pay \$1,375,000.00 by certified cheque, bank draft or solicitor's trust cheque as follows:

- (ii) 10,000,000 shares to 0984329 B.C. LTD on signing the LOI, (the "Initial Payment"), and
- (iii) 5,000,000 shares to 0984329 B.C. LTD on the Closing Date and \$175,000 cash to 0786521 B.C. LTD, and
- (iv) 1,000,000 shares to 0984329 B.C. LTD. and \$200,000 cash to 0786521 B.C. LTD on six months from Closing Date, and
- (v) 1,000,000 shares and \$200,000 cash to 0984329 B.C. LTD on one year anniversary, and
- (vi) 1,000,000 shares and \$200,000 cash to 0984329 B.C. LTD on second year anniversary, and
- (vii) 1,000,000 shares and \$300,000 cash to 0984329 B.C. LTD on third year anniversary, and
- (viii) 1,000,000 shares and \$300,000 cash to 0984329 B.C. LTD on fourth year anniversary

(b)The Vendor shall transfer the shares to the Purchaser as follows:

- (i) 30% of 100% on the Closing Date;
- (ii) A further 1% of 100% on the Six month anniversary date and the Vendor agrees to remit quarterly to the Purchaser 31% of net profits after the six month anniversary payment;
- (iii) A further 2% of 100% on the one year anniversary date; and the Vendor agrees to remit quarterly to the Purchaser a total of 33% of net profits after the one year anniversary payment.

- (iv) A further 6% of 100% on the two year anniversary date; and the Vendor agrees to remit quarterly to the Purchaser a total of 39% of net profits after the two year anniversary payment.
- (v) A further 6% of 100% on the three year anniversary date; and the Vendor agrees to remit quarterly to the Purchaser a total of 45% of net profits after the three year anniversary payment.
- (vi) A further 6% of 100% on the four year anniversary date; and the Vendor agrees to remit quarterly to the Purchaser a total of 51% of 100% of net profits after the four year anniversary payment.

- (c)The Vendor's director shall have one board seat on Purchaser's Board of Directors on closing the Definitive Agreement.
- (d)The Vendor shall not issue any further shares of its corporation under any circumstances, following the Closing Date, without written permission from the Purchaser, nor shall the Vendor split; reverse split, hypothecate; lend or otherwise transact any of its existing shares of the corporation without written permission from the Purchaser.
- (e)The Vendor shall use the cash proceeds from the closing \$175,000 and the six months \$200,000 for a total of \$375,000 into 0786521 B.C. LTD for Medical Marihuana site and project upgrades as described in the Definitive Agreement.

2.2 The Definitive Agreement agreement will include more detailed information on Authorizations For Expenditures; production infrastructure; and, all other operational considerations reasonably expected in the course of the operation of an medical marijuana production facility.

DEFINITIVE AGREEMENT

3.0 Failure to replace this LOI with the Definitive Agreement on or before the Closing voids this LOI, unless such Closing is extended in writing by the mutual consent of both the Purchaser and the Vendor, and Purchaser specifically has no ongoing right, title or interest in Shares, nor in any ongoing or future option to such assets.

3.1 Failure to replace this LOI with the Definitive Agreement on or before the Closing obligates the Vendor to return to the Purchaser 5,000,000 (five million) of the common shares issued as per section 2.0, above.

The Definitive Agreement will contain additional details of closing; will list customary mutual indemnifications; and will otherwise contain all other detailed information necessary for both the Vendor and Purchaser to enter such agreement.

CONFIDENTIAL INFORMATION

4.1 Confidentiality. The Parties agree to keep all Confidential Information in the strictest of confidence and will not be disclosed to anyone other than respective advisors, bankers, lenders, qualified potential investors and internal staff of each Party, on a need-to-know basis, and necessary third parties, such as lenders approached for financing. For clarification, "Confidential Information" means this LOI, all discussions and negotiations between the Parties, the details of any resulting Agreement, all information and ideas of a Party relevant to the LOI or any potential Definitive Agreement or any other issue or relationship or matter whatsoever, disclosed by either Party to the other Party and whether disclosed before, on or after the date hereof including all such information and ideas in electronic, written and verbal form and including without limitation, the following:

4.2 technical, financial, business, customer, product and costing information and models, data, techniques, designs, programs, plans, processes, procedures, "know how", studies, contracts, budgets, forecasts, strategies, marketing techniques and materials relevant to the current or proposed business plans, development plans and financial opportunities of the disclosing Party, reports, market projections or other information or data storage systems which contain such information; and

- 4.3 information disclosed, either directly or indirectly, by permitting the recipient Party or its directors, employees, agents or advisors to observe or review various operations or processes conducted by the disclosing Party; and
- 4.4 information pertaining to the disclosing Party and its directors, officers, employees, agents or representatives; and
- 4.5 all agreements, data, information, records, materials and representations designated by the disclosing Party as being confidential; but Confidential Information does not include information that:
 - 4.6 is disclosed in good faith to the recipient Party by a third party which the recipient Party believes had legitimate possession and the right to make such disclosure after due inquiry conducted by the recipient Party; and
 - 4.7 was already known by the recipient Party (and which the recipient Party can lawfully prove) without any obligation of confidence to the disclosing Party prior to disclosure; or
 - 4.8 was developed independently by the recipient Party without use of any of the disclosing Party's information.
- 4.9 The Vendor will specifically not disclose, unless and until obligated under law or regulation, the financial terms of this Agreement.

5 GENERAL

5.1 Liabilities. It is the Vendor's exclusive responsibility to meet any and all other liabilities it may have. All environmental liabilities experienced up to the Closing Date will remain the responsibility of the Vendor and all environmental liabilities experienced after the Closing Date will be the joint responsibility of the participants in the Definitive Agreement.

5.2 Exclusive Negotiating Period. From the date of signing this LOI until Closing, the Purchaser has the exclusive right to negotiate a Definitive Agreement with the Vendor for the option and acquisition of the Project.

5.3 Good Faith Negotiations. The Purchaser and the Vendor will act in good faith to negotiate a Definitive Agreement.

5.4 Non-Binding. The Parties acknowledge and agree that there is no obligation to enter into a Definitive Agreement, or any business relationship with each other whatsoever, and that any potential DEFINITIVE AGREEMENT will be subject to several conditions including, but not limited to, financing, due diligence, and approval of each Party's Board of Directors, if and as applicable.

5.5 Expenses. The Purchaser and Vendor will each bear their respective expenses incurred to consummate this LOI and any Definitive Agreement.

5.6 Settling Disputes. This LOI shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties hereby irrevocably attorn and submit to the jurisdiction of the courts of the Province of British Columbia in respect of the subject matter of this LOI. Definitive Agreement to include arbitration clause.

5.7 This Agreement and any Definitive Agreement may be subject to regulatory approvals by various government bodies.

IN WITNESS WHEREOF the parties have executed and delivered these presents on the dates indicated below.

ENERTOPIA CORPORATION.

Per: _____
Authorized Signatory

Dated: _____

0786521 B.C. LTD.

Per: _____
Authorized Signatory

Dated: _____

0984329 B.C. LTD.

Per: _____
Authorized Signatory

Dated: _____

SCHEDULE 1

DESCRIPTION OF THE VENDOR ASSETS

Vendor agrees Enertopia Corp has the exclusive right to earn in 51% of the assets,:

Building and all fixtures and chattels associated with the production of medical marihuana

Land to be determined in Definitive Agreement