

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

February 7, 2014

Item 3. News Release

The Company did disseminate a news release through Newswire.ca on February 7, 2014. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on February 7, 2014.

Item 4. Summary of Material Change

On February 7, 2014, the Company has entered into a Letter of Intent ("**LOI**") to set forth the basic terms of the recent discussions between Enertopia Corporation ("**Enertopia**") and Green Canvas Ltd. ("**GCL**") (collectively, the "**Parties**") with regard to the acquisition (the "**Acquisition**") by Enertopia of up a 75% interest in the business of GCL (the "**Business**"), being the business of legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes.

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 February 7, 2014

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): February 7, 2014

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

On February 7, 2014, the Company has entered into a Letter of Intent ("**LOI**") to set forth the basic terms of the recent discussions between Enertopia Corporation ("**Enertopia**") and Green Canvas Ltd. ("**GCL**") (collectively, the "**Parties**") with regard to the acquisition (the "**Acquisition**") by Enertopia of up a 75% interest in the business of GCL (the "**Business**"), being the business of legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes.

Acquisition Structure: In accordance with the terms of a formal and definitive Agreement to be entered into between Enertopia and GCL (the "Definitive Agreement"), Enertopia shall be entitled to acquire up to 75% ownership interest in the Business (an "Ownership Interest") as follows:

- (a) Upon the execution of this LOI, Enertopia shall pay to GCL the sum of \$100,000 which shall be non-refundable.
- (b) Immediately following entry into the Definitive Agreement with GCL, Enertopia shall issue to GCL an aggregate of 10,000,000 common shares of Enertopia ("Definitive Agreement Shares") and shall in turn be granted and vested with a 49% Ownership Interest. At such time the Parties will be deemed to have formed a joint venture for the operation and further development of the Business (the "Joint Venture"). A total of 5,000,000 of the Definitive Agreement Shares shall be held in escrow (the "Escrow Shares") by Enertopia's solicitors until such date as the License (as hereinafter defined) has been obtained by GCL (the "Effective Date"). Upon occurrence of the Effective Date, the Escrow Shares will be released from escrow. In the event the Effective Date does not occur within 12 months of the date of the Definitive Agreement (the "Execution Date"), the Definitive Agreement Shares shall be cancelled and returned to treasury.
- (c) Over a period of 60 days immediately following the Execution Date, Enertopia shall pay the sum of \$500,000 to GCL in accordance with a payment schedule to be set forth in the Definitive Agreement which funds shall be used by GCL to upgrade the Business as may be necessary pursuant to the Canadian Medical Marihuana Purposes Regulations ("MMPR") requirements or as may otherwise be required to advance the Business.
- (d) On or before the first anniversary of the Execution Date, Enertopia shall pay the sum of \$250,000 to GCL and issue 3,000,000 common shares of Enertopia to GCL, in return for which Enertopia will be granted and vested with an additional 2% Ownership Interest for a total Ownership Interest of 51% at such time.
- (e) On or before the second anniversary of the Execution Date, pay the sum of \$150,000 to GCL and issue 3,000,000 common shares of Enertopia to GCL, in return for which Enertopia will be granted and vested with an additional 9% Ownership Interest for a total Ownership Interest of 60% at such time.
- (f) Upon earning a 60% Ownership Interest on or before the second anniversary of the Execution Date, Enertopia shall have the option to acquire an additional 15% Ownership Interest through the

issuance of an additional 3,000,000 common shares of Enertopia to GCL in accordance with a schedule to be set forth in the Definitive Agreement.

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 February 7, 2014
99.1	Press Release dated February 7, 2014

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: February 7, 2014

Enertopia Corp.

By: "Robert McAllister"

Robert G. McAllister

President and Director



PRESS RELEASE #201407

FOR IMMEDIATE RELEASE

FEBRUARY 7, 2014

Enertopia Signs LOI for 60,000 Square foot facility

VANCOUVER, BC – February 7, 2014 - Enertopia Corporation (ENRT-OTCBB) (TOP-CSE) (the "Company" or "Enertopia") announces that the Company has signed a Letter Of Intent (LOI) with a private company currently producing, cultivating and selling Medical Marihuana in Canada under the current Health Canada Medical Marihuana Access Program (MMAP).

There is approximately 6,000 square feet in use/production currently and the existing building has multiple rooms for ultimate expansion to 55,000 square feet of production space. This LOI is separate from any other pre-existing joint ventures that Enertopia has in the Medical Marihuana sector. The physical location of the facility is in a different province than the pre-existing joint venture which is located in British Columbia.

"Enertopia is capitalizing on the consolidation opportunity from the current system: where 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," stated President / CEO Robert McAllister. "Enertopia is pleased with its existing joint venture and expects positive developments with its Health Canada licence application, and plans to expand strategically as opportunities present themselves."

Enertopia paid \$100,000 on signing the LOI and could issue an additional 19,000,000 shares and \$900,000 dollars to earn up to a 75% interest in the private operation over 3 years, upon signing the Definitive Agreement. The signing of the Definitive Agreement is expected to coincide with the closing of our final tranche on or before February 21, 2014. Upgrades to the existing facility are currently underway.

"It is Enertopia's business model to operate in locations where it can attain the status of low cost producer while at the same time being respected as producing the highest quality of medical grade marihuana." Stated President / CEO Robert McAllister.

About Enertopia

Enertopia's shares are quoted in Canada with symbol TOP in the United States with symbol ENRT. For additional information, please visit www.enertopia.com or call Dale Paruk, President, Coal Harbor Communications Ltd. at 1.604.662.4505

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, Oil & Gas Projects, Medical Marihuana 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., foreign exchange and other financial markets; changes of the interest rates on borrowings; hedging activities; changes in commodity prices; changes in the investments and exploration expenditure levels; litigation; legislation; environmental, judicial, regulatory, political and competitive developments in areas in which Enertopia Corporation operates. The User should refer to the risk disclosures set out in the periodic reports and other disclosure documents filed by Enertopia Corporation from time to time with regulatory authorities. There is no assurance that the Company will be successful in completing any anticipated financing and or its joint Venture partners will receive their Health Canada license under the new regulations.

The CSE has not reviewed and does not accept responsibility for the adequacy or accuracy of this release

Enertopia Corporation
950-1130 West Pender Street
British Columbia, Canada V6E 4A4

CONFIDENTIAL

February 7, 2014

Green Canvas Ltd.
2923 Dewdney Ave
Regina, SK
S4T 0Y1

Attention: Mr. Tim Selenski President

Dear: Tim

Re: Letter of Intent

This Letter of Intent ("**LOI**") shall set forth the basic terms of the recent discussions between Enertopia Corporation ("**Enertopia**") and Green Canvas Ltd. ("**GCL**") (collectively, the "**Parties**") with regard to the acquisition (the "**Acquisition**") by Enertopia of up a 75% interest in the business of GCL (the "**Business**"), being the business of legally producing, manufacturing, propagating, importing/exporting, testing, researching and developing, and selling marihuana for medical purposes.

1. **Acquisition Structure.** In accordance with the terms of a formal and definitive Agreement to be entered into between Enertopia and GCL (the "**Definitive Agreement**"), Enertopia shall be entitled to acquire up to 75% ownership interest in the Business (an "**Ownership Interest**") as follows:
 - (a) Upon the execution of this LOI, Enertopia shall pay to GCL the sum of \$100,000 which shall be non-refundable.
 - (b) Immediately following entry into the Definitive Agreement with GCL, Enertopia shall issue to GCL an aggregate of 10,000,000 common shares of Enertopia ("**Definitive Agreement Shares**") and shall in turn be granted and vested with a 49% Ownership Interest. At such time the Parties will be deemed to have formed a joint venture for the operation and further development of the Business (the "**Joint Venture**"). A total of 5,000,000 of the Definitive Agreement Shares shall be held in escrow (the "**Escrow Shares**") by Enertopia's solicitors until such date as the License (as hereinafter defined) has been obtained by GCL (the "**Effective Date**"). Upon occurrence of the Effective Date, the Escrow Shares will be released from escrow. In the event the Effective Date does not occur within 12 months of the date of the Definitive Agreement (the "**Execution Date**"), the Definitive Agreement Shares shall be cancelled and returned to treasury.
 - (c) Over a period of 60 days immediately following the Execution Date, Enertopia shall pay the sum of \$500,000 to GCL in accordance with a payment schedule to be set forth in the Definitive Agreement which funds shall be used by GCL to upgrade the Business as may

be necessary pursuant to the Canadian Medical Marihuana Purposes Regulations ("MMPR") requirements or as may otherwise be required to advance the Business.

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- (e) On or before the second anniversary of the Execution Date, pay the sum of \$150,000 to GCL and issue 3,000,000 common shares of Enertopia to GCL, in return for which Enertopia will be granted and vested with an additional 9% Ownership Interest for a total Ownership Interest of 60% at such time.
- (f) Upon earning a 60% Ownership Interest on or before the second anniversary of the Execution Date, Enertopia shall have the option to acquire an additional 15% Ownership Interest through the issuance of an additional 3,000,000 common shares of Enertopia to GCL in accordance with a schedule to be set forth in the Definitive Agreement.

2. **Warranties.**

- a. GCL warrants that it is a company duly incorporated and in good standing under the laws of the Province of Saskatchewan.
- b. GCL warrants that the Business possesses all requisite eligibility attributed and components to make an application to Health Canada to obtain a license to designate GCL as a "Licensed Producer" under MMPR (the "**License**").

- 3. **Definitive Agreement.** Acceptance of this LOI shall be followed by the negotiation and acceptance of the Definitive Agreement which shall incorporate the terms and conditions of this LOI and such other terms, conditions, representations and warranties as are customary for transactions of this nature or as may be reasonably requested by the Parties including provisions relating to the transfer, sale or other disposition of an ownership interest by a Party and governance and operation of the Joint Venture. This LOI does not set forth all of the matters upon which agreement must be reached in order for the proposed transaction to be consummated.
- 4. **Management Agreements.** The Definitive Agreement will provide for the implementation of management agreements for certain employees or consultants of GCL pursuant to which such individuals will receive compensation of \$5,000 per month for a period of three years (the "**Management Compensation**"). The Management Compensation shall be payable out of the net profits of the Business provided however that any shortfall due to insufficient net profits shall be covered by Enertopia.
- 5. **Binding Nature.** Except for Sections 7, 8, 9 and 10, which are intended to create binding obligations, it is understood that no legal obligation or liability will be created by this LOI and that the legal obligations and the liabilities of the Parties will arise only upon the duly authorized execution and delivery of the Agreement and the approval of the board of directors of each of the Parties. In the event that either Party is not satisfied with its due diligence investigations of the other Party, it may terminate this LOI upon written notice to the other Party and, in such event, neither Party shall have any further liability to the other Party, save for obligations set forth in Section 7 and 9.

6. **Conditions Precedent.** Execution of the Agreement shall be conditional upon:
- a. *Due Diligence.* Completion of a satisfactory due diligence review by each of Enertopia and GCL which due diligence review shall be completed or this condition waived on or before execution of the Agreement; and
 - b. *Board Approval.* Approval by the board of directors of Enertopia prior to execution of the Agreement.
7. **Expenses.** Each Party shall be responsible for such Party's own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of this LOI and all legal and accounting fees and disbursements relating to preparing the Agreement or otherwise relating to the Acquisition.
8. **Access to Information.** Upon acceptance of this LOI and until the earlier of completion of the Transaction or the Termination Date, each of Enertopia and GCL will allow the other and their authorized representatives, including legal counsel and consultants, full, free and unfettered access to all information, books or records of such party including, but not limited to, all existing data regarding the Business in the possession of GCL, for the purpose of the transactions contemplated herein. Each of Enertopia and GCL agree that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the other, all as further set out in Section 9 hereof, provided however, that GCL acknowledges that Enertopia has certain disclosure obligations pursuant to securities regulatory requirements and the policies of the Canadian Securities Exchange.
9. **Confidentiality.**
- a. Each of Enertopia and GCL acknowledge that each will be providing to the other information that is non-public, confidential, and proprietary in nature (the "**Confidential Information**"). Each of Enertopia and GCL (and their respective affiliates, representative, agents and employees) will keep the Confidential Information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for negotiation of the Definitive Agreement and the evaluation and consummation of the Acquisition provided however that this provision shall not apply to information that: (i) becomes generally available to the public absent any breach of this provision; (ii) was available on a non-confidential basis to a Party prior to its disclosure pursuant to this LOI; or (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
 - b. Each Party hereto agrees that it will not make any public disclosure of the existence of this LOI or of any of its terms without first advising the other party of the proposed disclosure, unless such disclosure is required by applicable law or regulation, and in any event the Party contemplating disclosure will inform the other Party of and obtain its consent to the form and content of such disclosure, which consent shall not be unreasonably withheld or delayed.
 - c. Each Party hereto agrees that immediately upon any discontinuance of activities by either party such that the Transaction will not be consummated, each Party will return to the other all Confidential Information.

10. **Conduct of Business.** During the period during which this LOI remains in effect, GCL will conduct its business in a reasonable and prudent manner in accordance with past practices, preserve its existing business organization and relationships, preserve and protect its properties and conduct its business in compliance with all applicable laws and regulations.
11. **Termination.** In the event that this LOI is not superseded by the Agreement on or before February 21, 2014, or such other date the Parties may agree to, the terms of this LOI will be of no further force or effect except for Section 7 and 9.
12. **Governing Law.** This LOI shall be construed in all respects under and be subject to the laws of the Province of British Columbia and the laws of Canada applicable therein which are applicable to agreements entered into and performed within the Province of British Columbia.
13. **Execution.** This LOI may be executed in one or more counterparts and a facsimile or PDF counterpart of this LOI bearing the signature of a Party hereto shall be effective for all purposes and binding on each Party hereto.

If this LOI is acceptable, please communicate your acceptance by signing below and returning such executed copy to Enertopia. Upon receipt of a signed copy, Enertopia will cause to be paid to GLC, in such manner as you may direct, the sum of \$100,000.

Yours very truly,

ENERTOPIA CORPORATION

Per: _____
Authorized Signatory

THIS LETTER OF INTENT is hereby accepted on the terms and conditions set forth herein this 7 day of February, 2014:

GREEN CANVAS LTD.

Per: _____
Authorized Signatory

TIM SELENSKI.

Per: _____
Authorized Signatory