

**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 10, 2014

Item 3. News Release

The Company did disseminate a news release through Newswire.ca on March 11, 2014. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on March 11, 2014.

Item 4. Summary of Material Change

On March 10, 2014, the Company's Board has appointed Matthew Chadwick and the Company entered into a Management Agreement with Matthew Chadwick as Senior Vice President of Marijuana Operations. The initial term of this agreement shall begin on the date of execution of this agreement and continue for six months. Thereafter the agreement will continue on a month-by-month basis pending cancellation by written notification with 30 days notice. In consideration for the services the Company will pay \$25,000 per month.

On March 10, 2014, the Board of Directors accepted the resignation of Greg Dawson as Director of the Company.

On March 11, 2014, Robert Chadwick and Clayton Newbury have joined the Company as advisors and have been paid a \$1,000 honorarium each. Robert Chadwick will be issued a one-time 100,000 common shares of the Company. On April 14, 2011, the Company had adopted the 2011 Stock Option Plan. Based on this original Stock Option Plan, on March 11, 2014, the Company has granted 100,000 stock options to Robert Chadwick with an exercise price of \$0.68, 50,000 stock options vested immediately, 50,000 stock options vested on September 11, 2014, expiring March 11, 2019. The Company also granted options to Clayton Newbury with an exercise price of \$0.68, 50,000 stock options vested immediately, 50,000 stock options vested on September 11, 2014, expiring March 11, 2019.

As per the terms of the Joint Venture Agreement dated January 16, 2014 with World of Marihuana Productions Ltd., the Company made a payment of US\$200,000 and issued 1,000,000 to 0984329 B.C. LTD, the Company now owns 31% of World of Marihuana Productions Ltd.

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 March 11, 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): March 10, 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

Item 3.02 Unregistered Sales of Equity Securities

Item 5.02 Appointment of Directors

On March 10, 2014, the Company's Board has appointed Matthew Chadwick and the Company entered into a Management Agreement with Matthew Chadwick as Senior Vice President of Marijuana Operations. The initial term of this agreement shall begin on the date of execution of this agreement and continue for six months. Thereafter the agreement will continue on a month-by-month basis pending cancelation by written notification with 30 days notice. In consideration for the services the Company will pay \$25,000 per month. The terms of the contract include the following:

- to consult with and advise Company and assist in developing appropriate due diligence procedures and materials for evaluation of commercial scale marihuana production ("MMJ") operations; and
- to assist the Company in project management and development of MMJ facilities across Canada and those areas with the United States of America where such activities are in compliance with law, such activity to include but not be limited to plant layout, air flow design, feeding schedules and optimization, lighting schedule and design, timeliness of cultivation procedures, and in general all things necessary to successfully grow and cultivate marihuana plants; and
- to provide advice and assistance to Company operations on a limited, as-available basis, to likewise optimize those MMJ facilities owned in whole or in part by the Company.

On March 10, 2014, the Board of Directors accepted the resignation of Greg Dawson as Director of the Company.

On March 11, 2014, Robert Chadwick and Clayton Newbury have joined the Company as advisors and have been paid a \$1,000 honorarium each. Robert Chadwick will be issued a one-time 100,000 common shares of the Company. On April 14, 2011, the Company had adopted the 2011 Stock Option Plan. Based on this original Stock Option Plan, on March 11, 2014, the Company has granted 100,000 stock options to Robert Chadwick with an exercise price of \$0.68, 50,000 stock options vested immediately, 50,000 stock options vested on September 11, 2014, expiring March 11, 2019. The Company also granted options to Clayton Newbury with an exercise price of \$0.68, 50,000 stock options vested immediately, 50,000 stock options vested on September 11, 2014, expiring March 11, 2019.

As per the terms of the Joint Venture Agreement dated January 16, 2014 with World of Marihuana Productions Ltd., the Company made a payment of US\$200,000 and issued 1,000,000 to 0984329 B.C. LTD, the Company now owns 31% of World of Marihuana Productions Ltd.

As per the Joint Venture Agreement, the Company issued 1,000,000 common stock of the Company to 0984329 B.C. LTD. at a deemed price of \$0.68 and 100,000 common stock of the Company to Robert Chadwick. The Company issued the units two (2) 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 Agreement and appointments 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	Management Agreement dated March 10, 2014
10.2	Stock Option Agreements dated March 11, 2014 (2)
99.1	Press Release dated March 11, 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: March 11, 2014

Enertopia Corp.

By: "Robert McAllister"

Robert G. McAllister

President and Director



PRESS RELEASE #201414

FOR IMMEDIATE RELEASE

MARCH 11, 2014

Enertopia Announces Board And Corporate Developments

Vancouver, BC—Enertopia Corporation (ENRT) on the OTCBB and (TOP) on the CSE (the "Company" or "Enertopia") is very pleased to announce the appointment of Matthew Chadwick to the Board of Directors.

The Company has signed an agreement with Matthew Chadwick the Senior Qualified Person at the World of Marihuana Productions Ltd. to be Enertopia's Senior Vice President of Marihuana Operations.

Matt will be providing the Company project management and development of MMJ facilities across Canada and those areas within the United States of America where such activities are in compliance with law, such activity to include but not be limited to plant layout, air flow design, feeding schedules and optimization, lighting schedule and design, timeliness of cultivation procedures, and in general all things necessary to successfully grow and cultivate marihuana plants. Compensation for these duties will be \$25,000 per month for the first six months.

Enertopia is also pleased to announce two new advisors to the Company, Robert Chadwick, the alternate person in charge at the World of Marihuana who has been issued 100,000 shares of restricted common stock and granted 100,000 Stock Options; and Clayton Newbury, who has been granted 100,000 Stock Options.

The Company is also pleased to announce it has accelerated the June 2014 payments of \$200,000 USD to WOM (World of Marihuana Productions Ltd) and Issued 1,000,000 shares of restricted stock to 0984329 B.C. Ltd, thus increasing Enertopia's interest to 31% in the WOM.

Robert McAllister, Enertopia Corporation., President & CEO said, "We are excited to have Matt join the Enertopia Team, and we look forward to our continued build out of our team.

We wish to thank Greg Dawson for his service as a director and dedication to the company since 2012.

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 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 the MMJ business plans and completing future financings.

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

MARIHUANA PROJECT DEVELOPMENT SERVICES AGREEMENT

MEDICAL MARIHUANA DEVELOPMENT SERVICES AGREEMENT, made effective this **10th day of March 2014** between:

Matthew Chadwick
10682 244th St
Maple Ridge BC
V2W 2E6
(Hereinafter referred to as "Provider" or "Chadwick")

AND:

Enertopia Corp.
950 - 1130 Pender St W
Vancouver BC Canada V6E 4A4
Kelowna BC V1X 7W2

(Hereinafter referred to as "Company")

WITNESS THAT:

WHEREAS:

- A. Company requires management services in the legal marijuana business and desires to contract the Provider to provide such services;
- B. Provider is engaged in the business of providing project development services to legal marihuana companies and has agreed to provide such services to the Company as its Senior Vice President of Marihuana Operations.

NOW THEREFORE, the parties agree as follows:

I. APPOINTMENT

The Company is desirous of retaining the consulting services of Chadwick as Senior Vice President – Marihuana Operations, 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.

II. TERM

The initial term of this agreement shall begin on the date of execution of this Agreement and continue for **six months**. Thereafter the agreement will continue on a month-by-month basis pending agreement by both parties.

III. SERVICES OF PROVIDER

Provider shall be appointed as the Senior Vice President of Marihuana Operations for Company and as such shall perform services that may include but are not limited to the following:

- A. Provider will consult with and advise Company and assist in developing appropriate due diligence procedures and materials for evaluation of commercial scale marihuana production ("MMJ") operations; and

B. Provider will assist the Company in project management and development of MMJ facilities across Canada and those areas with the United States of America where such activities are in compliance with law, such activity to include but not be limited to plant layout, air flow design, feeding schedules and optimization, lighting schedule and design, timeliness of cultivation procedures, and in general all things necessary to successfully grow and cultivate marihuana plants; and

C. Provider will provide advice and assistance to Company operations on a limited, as-available basis, to likewise optimize those MMJ facilities owned in whole or in part by the Company.

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

IV. LIMITATIONS ON SERVICES

The parties recognize that certain responsibilities and obligations are imposed by federal, provincial and state securities laws and by the applicable rules and regulations of the Securities Commissions and other legislation and regulations regarding the cultivation and sale of marihuana. Accordingly, Provider agrees that; and

A. Provider shall not release any financial or other material information or data about Company and its business without the consent of approval of Company; and

B. Provider shall not conduct any meetings representing Company without informing Company of the proposed meeting and its general format or agenda; and

C. Provider shall not release any information or data about Company's affairs to selected limited person(s), entity or group if Provider is aware that such information or data has not been generally released or promulgated; and

D. Provider shall not enter any binding agreements on behalf of Company that individually or in aggregate exceed \$5,000 in liability to Company, without written authorization, in advance, to do so, and

E. Provider shall not take any action that is in contravention with local, provincial and state, or Federal laws as applicable with regard to the MMJ facilities and business.

V. COMPENSATION

A. In consideration for the Services, the Company shall pay Provider a monthly fee of \$25,000 payable in advance of each monthly period from the signing of this agreement, with the first month's payment being made on signing and total compensation of \$150,000 during the period of this Agreement.

B. The Company will pay for approved travel expenses.

C. The monthly compensation will be reviewed after six months.

D. The Provider 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

VI. RELATIONSHIP OF PARTIES

Provider is a contractor, responsible for compensation of its agents, employees and representatives, as well as all applicable withholding therefrom and taxes thereon (including unemployment insurance) and all workers compensation insurance. This Agreement does not establish any partnership, joint venture, or other business entity or association between the parties and neither party is intended to have any interest in the business or property of the other.

VII. GENERAL

A. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law of this contract.

B. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document, and any facsimile signature shall be taken as an original.

D. The provisions herein contained constitute the entire agreement between the parties and supersedes all previous communications, representations and agreements whether oral or written between the parties with respect to the subject matter hereof.

E. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.

F. No condoning, excusing or waiver by any party hereto of any default, breach of non-observance by any other party hereto at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defer or affect in any way the rights of the party in respect of any such continuing or subsequent default breach of non-observance, and no waiver shall be inferred from or implied by anything done or omitted to be done by the party having those rights.

G. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and their respective permitted assigns.

H. Time is of the essence of this agreement.

I. This Agreement is subject to the acceptance of the applicable stock exchanges and regulatory bodies.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective hands as of the day and year first written above.

Matthew Chadwick
PROVIDER

Enertopia Corporation.
COMPANY

Per: Authorized Signatory

Per: Authorized Signatory

STOCK OPTION AGREEMENT

ENERTOPIA CORP.

THIS AGREEMENT is entered into as of the 11th day of March 11, 2014 (the "Date of Grant")

BETWEEN:

ENERTOPIA CORP., a company incorporated pursuant to the laws of the State of Nevada, of Suite 950 1130 West Pender, Vancouver, BC V6E 4A4

(the "Company")

AND: **ROBERT CHADWICK**
7065 Mershon Street
Mission, BC V2V-2Y6

(the "Optionee")

WHEREAS:

A. The Board of Directors of the Company (the "Board") has approved and adopted the 2011 Stock Option Plan (the "Plan"), pursuant to which the Board is authorized to grant to employees and other selected persons stock options to purchase common shares of the Company (the "Common Stock");

B. The Plan provides for the granting of stock options that either (i) are intended to qualify as "Incentive Stock Options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) do not qualify under Section 422 of the Code ("Non-Qualified Stock Options"); and

C. The Board has authorized the grant to the Optionee of options to purchase a total of **100,000** shares of Common Stock (the "Options"), which Options are intended to be (select one):

Incentive Stock Options;

Qualified Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, **100,000** shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

ITEM 1 Exercise price. The exercise price of the options shall be us \$0.68 per share.

ITEM 2 Limitation on the number of shares. If the options granted hereby are incentive stock options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in section 5.1 of the plan.

ITEM 3 Vesting schedule. The options shall vest in accordance with exhibit a.

ITEM 4 Options not transferable. The options may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will, by applicable laws of descent and distribution or, in the case of a non-qualified stock option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however*, that if the options represent a non-qualified stock option, such option is transferable without payment of consideration to immediate family members of the optionee or to trusts or partnerships established exclusively for the benefit of the optionee and optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any option or of any right or privilege conferred by the plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the plan, such option shall thereupon terminate and become null and void.

ITEM 5 Investment intent. By accepting the options, the optionee represents and agrees that none of the shares of common stock purchased upon exercise of the options will be distributed in violation of applicable federal and state laws and regulations. In addition, the company may require, as a condition of exercising the options, that the optionee execute an undertaking, in such a form as the company shall reasonably specify, that the stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

ITEM 6 Termination of employment and options. Vested options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

- (A) Expiration. Five (5) years from the date of grant.
- (B) Termination for cause. The date of the first discovery by the company of any reason for the termination of an optionee's employment or contractual relationship with the company or any related company for cause (as determined in the sole discretion of the plan administrator), and, if an optionee's employment is suspended pending any investigation by the company as to whether the optionee's employment should be terminated for cause, the optionee's rights under this agreement and the plan shall likewise be suspended during the period of any such investigation.
- (C) Termination due to death or disability. The expiration of one (1) year from the date of the death of the optionee or cessation of an optionee's employment or contractual relationship by reason of disability (as defined in section 5.1(g) of the plan). If an optionee's employment or contractual relationship is terminated by death, any option held by the optionee shall be exercisable only by the person or

persons to whom such optionee's rights under such option shall pass by the optionee's will or by the laws of descent and distribution.

- (D) Termination for any other reason. The expiration of ninety (90) days from the date of an optionee's termination of employment or contractual relationship with the company or any related corporation for any reason whatsoever other than termination of service as a director, cause, death or disability (as defined in section 5.1(g) of the plan).

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with Section 5.1(f) of the Plan.

ITEM 7 Stock. In the case of any stock split, stock dividend or like change in the nature of shares of stock covered by this agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in section 5.1(m) of the plan.

ITEM 8 Exercise of option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any optionee who is subject to the reporting and liability provisions of section 16 of the *securities exchange act* of 1934 with respect to the common stock shall be precluded from selling or transferring any common stock or other security underlying an option during the six (6) months immediately following the grant of that option. If less than all of the shares included in the vested portion of any option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the option term. No portion of any option for less than fifty (50) shares (as adjusted pursuant to section 5.1(m) of the plan) may be exercised; provided, that if the vested portion of any option is less than fifty (50) shares, it may be exercised with respect to all shares for which it is vested. Only whole shares may be issued pursuant to an option, and to the extent that an option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the President of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

- (A) By delivering to the company shares of common stock previously held by such person, duly endorsed for transfer to the company, or by the company withholding shares of common stock otherwise deliverable pursuant to exercise of the option, which shares of common stock received or withheld shall have a fair market value at the date of exercise (as determined by the plan administrator) equal to the aggregate purchase price to be paid by the optionee upon such exercise; or

- (B) By complying with any other payment mechanism approved by the plan administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 5.1 of the Plan.

ITEM 9 Holding period for incentive stock options. In order to obtain the tax treatment provided for incentive stock options by section 422 of the code, the shares of common stock received upon exercising any incentive stock options received pursuant to this agreement must be sold, if at all, after a date which is later of two (2) years from the date of this agreement is entered into or one (1) year from the date upon which the options are exercised. The optionee agrees to report sales of shares prior to the above determined date to the company within one (1) business day after such sale is concluded. The optionee also agrees to pay to the company, within five (5) business days after such sale is concluded, the amount necessary for the company to satisfy its withholding requirement required by the code in the manner specified in section 5.1(l) of the plan. Nothing in this section 9 is intended as a representation that common stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

ITEM 10 Resale restrictions may apply. Any resale of the shares of common stock received upon exercising any options will be subject to resale restrictions contained in the securities legislation applicable to the optionee. The optionee acknowledges and agrees that the optionee is solely responsible (and the company is not in any way responsible) for compliance with applicable resale restrictions.

ITEM 11 Subject to 2011 stock option plan. The terms of the options are subject to the provisions of the plan, as the same may from time to time be amended, and any inconsistencies between this agreement and the plan, as the same may be from time to time amended, shall be governed by the provisions of the plan, a copy of which has been delivered to the optionee, and which is available for inspection at the principal offices of the company.

ITEM 12 Professional advice. The acceptance of the options and the sale of common stock issued pursuant to the exercise of options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the optionee. Accordingly, the optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this agreement and his or her dealings with respect to options. Without limiting other matters to be considered with the assistance of the optionee's professional advisors, the optionee should consider: (a) whether upon the exercise of options, the optionee will file an election with the internal revenue service pursuant to section 83(b) of the code and the implications of alternative minimum tax pursuant to the code; (b) the merits and risks of an investment in the underlying shares of common stock; and (c) any resale restrictions that might apply under applicable securities laws.

ITEM 13 No employment relationship. Whether or not any options are to be granted under this plan shall be exclusively within the discretion of the plan administrator, and nothing contained in this plan shall be construed as giving any person any right to participate under this

plan. The grant of an option shall in no way constitute any form of agreement or understanding binding on the company or any related company, express or implied, that the company or any related company will employ or contract with an optionee, for any length of time, nor shall it interfere in any way with the company's or, where applicable, a related company's right to terminate optionee's employment at any time, which right is hereby reserved.

ITEM 14 Entire agreement. This agreement is the only agreement between the optionee and the company with respect to the options, and this agreement and the plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the options.

ITEM 15 Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:

Enertopia Corp.
Suite 950 1130 West Pender Street
Vancouver, BC V6E 4A4
Attention: President

With a copy to:

W.L. Macdonald Law Corporation
400 – 570 Granville Street
Vancouver, British Columbia V6C 3P1
Attention: William Macdonald

The Optionee:

ROBERT CHADWICK
7065 Mershon Street
Mission, BC V2V-2Y6

ENERTOPIA CORP.

Per: _____
Authorized Signatory

□

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:	RICAHRD CHADWICK
Date of Grant:	March 11, 2014
Designation:	Qualified Stock Options
1. Number of Options granted:	100,000 stock options
2. Purchase Price:	\$0.68 per share
3. Vesting Date:	50,000 options on March 11, 2014; 50,000 options on September 11, 2014
4. Expiration Date:	March 11, 2019

EXHIBIT B

To:

Enertopia Corp.
Suite 950 1130 West Pender
Vancouver, BC V6E 4A4
Attention: President

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice pursuant to Section 5.1(h) of Enertopia Corp.'s (the "Company") 2011 Stock Option Plan (the "Plan") and Section 8 of that certain Stock Option Agreement (the "Agreement") dated as of the _____ day of _____, 20___, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US\$0.68 per share, for aggregate consideration of US\$_____, on the terms and conditions set forth in the Agreement and the Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 20____.

(Name of Optionee – Please type or print)

(Signature and, if applicable, Office)

(Address of Optionee)

(City, State, and Zip Code of Optionee)

STOCK OPTION AGREEMENT

ENERTOPIA CORP.

THIS AGREEMENT is entered into as of the 11th day of March 11, 2014 (the “Date of Grant”)

BETWEEN:

ENERTOPIA CORP., a company incorporated pursuant to the laws of the State of Nevada, of Suite 950 1130 West Pender, Vancouver, BC V6E 4A4

(the “Company”)

AND: **CLAYTON NEWBURY**
31095 Kingfisher Drive
Abbotsford, BC V2T-5K4

(the “Optionee”)

WHEREAS:

A. The Board of Directors of the Company (the “Board”) has approved and adopted the 2011 Stock Option Plan (the “Plan”), pursuant to which the Board is authorized to grant to employees and other selected persons stock options to purchase common shares of the Company (the “Common Stock”);

B. The Plan provides for the granting of stock options that either (i) are intended to qualify as “Incentive Stock Options” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) do not qualify under Section 422 of the Code (“Non-Qualified Stock Options”); and

C. The Board has authorized the grant to the Optionee of options to purchase a total of **100,000** shares of Common Stock (the “Options”), which Options are intended to be (select one):

Incentive Stock Options;

Qualified Stock Options

NOW THEREFORE, the Company agrees to offer to the Optionee the option to purchase, upon the terms and conditions set forth herein and in the Plan, **100,000** shares of Common Stock. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

ITEM 1 Exercise price. The exercise price of the options shall be us \$0.68 per share.

ITEM 2 Limitation on the number of shares. If the options granted hereby are incentive stock options, the number of shares which may be acquired upon exercise thereof is subject to the limitations set forth in section 5.1 of the plan.

ITEM 3 Vesting schedule. The options shall vest in accordance with exhibit a.

ITEM 4 Options not transferable. The options may not be transferred, assigned, pledged or hypothecated in any manner (whether by operation of law or otherwise) other than by will, by applicable laws of descent and distribution or, in the case of a non-qualified stock option, pursuant to a qualified domestic relations order, and shall not be subject to execution, attachment or similar process; *provided, however*, that if the options represent a non-qualified stock option, such option is transferable without payment of consideration to immediate family members of the optionee or to trusts or partnerships established exclusively for the benefit of the optionee and optionee's immediate family members. Upon any attempt to transfer, pledge, hypothecate or otherwise dispose of any option or of any right or privilege conferred by the plan contrary to the provisions thereof, or upon the sale, levy or attachment or similar process upon the rights and privileges conferred by the plan, such option shall thereupon terminate and become null and void.

ITEM 5 Investment intent. By accepting the options, the optionee represents and agrees that none of the shares of common stock purchased upon exercise of the options will be distributed in violation of applicable federal and state laws and regulations. In addition, the company may require, as a condition of exercising the options, that the optionee execute an undertaking, in such a form as the company shall reasonably specify, that the stock is being purchased only for investment and without any then-present intention to sell or distribute such shares.

ITEM 6 Termination of employment and options. Vested options shall terminate, to the extent not previously exercised, upon the occurrence of the first of the following events:

- (A) Expiration. Five (5) years from the date of grant.
- (B) Termination for cause. The date of the first discovery by the company of any reason for the termination of an optionee's employment or contractual relationship with the company or any related company for cause (as determined in the sole discretion of the plan administrator), and, if an optionee's employment is suspended pending any investigation by the company as to whether the optionee's employment should be terminated for cause, the optionee's rights under this agreement and the plan shall likewise be suspended during the period of any such investigation.
- (C) Termination due to death or disability. The expiration of one (1) year from the date of the death of the optionee or cessation of an optionee's employment or contractual relationship by reason of disability (as defined in section 5.1(g) of the plan). If an optionee's employment or contractual relationship is terminated by death, any option held by the optionee shall be exercisable only by the person or

persons to whom such optionee's rights under such option shall pass by the optionee's will or by the laws of descent and distribution.

- (D) Termination for any other reason. The expiration of ninety (90) days from the date of an optionee's termination of employment or contractual relationship with the company or any related corporation for any reason whatsoever other than termination of service as a director, cause, death or disability (as defined in section 5.1(g) of the plan).

Each unvested Option granted pursuant hereto shall terminate immediately upon termination of the Optionee's employment or contractual relationship with the Company for any reason whatsoever, including Disability unless vesting is accelerated in accordance with Section 5.1(f) of the Plan.

ITEM 7 Stock. In the case of any stock split, stock dividend or like change in the nature of shares of stock covered by this agreement, the number of shares and exercise price shall be proportionately adjusted as set forth in section 5.1(m) of the plan.

ITEM 8 Exercise of option. Options shall be exercisable, in full or in part, at any time after vesting, until termination; *provided, however,* that any optionee who is subject to the reporting and liability provisions of section 16 of the *securities exchange act* of 1934 with respect to the common stock shall be precluded from selling or transferring any common stock or other security underlying an option during the six (6) months immediately following the grant of that option. If less than all of the shares included in the vested portion of any option are purchased, the remainder may be purchased at any subsequent time prior to the expiration of the option term. No portion of any option for less than fifty (50) shares (as adjusted pursuant to section 5.1(m) of the plan) may be exercised; provided, that if the vested portion of any option is less than fifty (50) shares, it may be exercised with respect to all shares for which it is vested. Only whole shares may be issued pursuant to an option, and to the extent that an option covers less than one (1) share, it is unexercisable.

Each exercise of the Option shall be by means of delivery of a notice of election to exercise (which may be in the form attached hereto as Exhibit B) to the President of the Company at its principal executive office, specifying the number of shares of Common Stock to be purchased and accompanied by payment in cash by certified check or cashier's check in the amount of the full exercise price for the Common Stock to be purchased. In addition to payment in cash by certified check or cashier's check, an Optionee or transferee of an Option may pay for all or any portion of the aggregate exercise price by complying with one or more of the following alternatives:

- (A) By delivering to the company shares of common stock previously held by such person, duly endorsed for transfer to the company, or by the company withholding shares of common stock otherwise deliverable pursuant to exercise of the option, which shares of common stock received or withheld shall have a fair market value at the date of exercise (as determined by the plan administrator) equal to the aggregate purchase price to be paid by the optionee upon such exercise; or

- (B) By complying with any other payment mechanism approved by the plan administrator at the time of exercise.

It is a condition precedent to the issuance of shares of Common Stock that the Optionee execute and/or deliver to the Company all documents and withholding taxes required in accordance with Section 5.1 of the Plan.

ITEM 9 Holding period for incentive stock options. In order to obtain the tax treatment provided for incentive stock options by section 422 of the code, the shares of common stock received upon exercising any incentive stock options received pursuant to this agreement must be sold, if at all, after a date which is later of two (2) years from the date of this agreement is entered into or one (1) year from the date upon which the options are exercised. The optionee agrees to report sales of shares prior to the above determined date to the company within one (1) business day after such sale is concluded. The optionee also agrees to pay to the company, within five (5) business days after such sale is concluded, the amount necessary for the company to satisfy its withholding requirement required by the code in the manner specified in section 5.1(l) of the plan. Nothing in this section 9 is intended as a representation that common stock may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time.

ITEM 10 Resale restrictions may apply. Any resale of the shares of common stock received upon exercising any options will be subject to resale restrictions contained in the securities legislation applicable to the optionee. The optionee acknowledges and agrees that the optionee is solely responsible (and the company is not in any way responsible) for compliance with applicable resale restrictions.

ITEM 11 Subject to 2011 stock option plan. The terms of the options are subject to the provisions of the plan, as the same may from time to time be amended, and any inconsistencies between this agreement and the plan, as the same may be from time to time amended, shall be governed by the provisions of the plan, a copy of which has been delivered to the optionee, and which is available for inspection at the principal offices of the company.

ITEM 12 Professional advice. The acceptance of the options and the sale of common stock issued pursuant to the exercise of options may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the optionee. Accordingly, the optionee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this agreement and his or her dealings with respect to options. Without limiting other matters to be considered with the assistance of the optionee's professional advisors, the optionee should consider: (a) whether upon the exercise of options, the optionee will file an election with the internal revenue service pursuant to section 83(b) of the code and the implications of alternative minimum tax pursuant to the code; (b) the merits and risks of an investment in the underlying shares of common stock; and (c) any resale restrictions that might apply under applicable securities laws.

ITEM 13 No employment relationship. Whether or not any options are to be granted under this plan shall be exclusively within the discretion of the plan administrator, and nothing contained in this plan shall be construed as giving any person any right to participate under this

plan. The grant of an option shall in no way constitute any form of agreement or understanding binding on the company or any related company, express or implied, that the company or any related company will employ or contract with an optionee, for any length of time, nor shall it interfere in any way with the company's or, where applicable, a related company's right to terminate optionee's employment at any time, which right is hereby reserved.

ITEM 14 Entire agreement. This agreement is the only agreement between the optionee and the company with respect to the options, and this agreement and the plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the options.

ITEM 15 Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:

Enertopia Corp.
Suite 950 1130 West Pender Street
Vancouver, BC V6E 4A4
Attention: President

With a copy to:

W.L. Macdonald Law Corporation
400 – 570 Granville Street
Vancouver, British Columbia V6C 3P1
Attention: William Macdonald

The Optionee:

CLAYTON NEWBURY
31095 Kingfisher Drive
Abbotsford, BC V2T-5K4

ENERTOPIA CORP.

Per: _____
Authorized Signatory

[]

EXHIBIT A

TERMS OF THE OPTION

Name of the Optionee:	Clayton Newbury
Date of Grant:	March 11, 2014
Designation:	Qualified Stock Options
1. Number of Options granted:	100,000 stock options
2. Purchase Price:	\$0.68 per share
3. Vesting Date:	50,000 options on March 11, 2014; 50,000 options on September 11, 2014
4. Expiration Date:	March 11, 2019

EXHIBIT B

To:

Enertopia Corp.
Suite 950 1130 West Pender
Vancouver, BC V6E 4A4
Attention: President

Notice of Election to Exercise

This Notice of Election to Exercise shall constitute proper notice pursuant to Section 5.1(h) of Enertopia Corp.'s (the "Company") 2011 Stock Option Plan (the "Plan") and Section 8 of that certain Stock Option Agreement (the "Agreement") dated as of the _____ day of _____, 20___, between the Company and the undersigned.

The undersigned hereby elects to exercise Optionee's option to purchase _____ shares of the common stock of the Company at a price of US\$0.68 per share, for aggregate consideration of US\$_____, on the terms and conditions set forth in the Agreement and the Plan. Such aggregate consideration, in the form specified in Section 8 of the Agreement, accompanies this notice.

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:	Delivery Instructions:
Name to appear on certificates	Name
Address	Address
	Telephone Number

DATED at _____, the _____ day of _____, 20____.

(Name of Optionee – Please type or print)

(Signature and, if applicable, Office)

(Address of Optionee)

(City, State, and Zip Code of Optionee)