

**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**

August 1, 2014

**Item 3. News Release**

The Company did disseminate a news release through Newswire.ca on August 5, 2014. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on August 5, 2014.

**Item 4. Summary of Material Change**

On August 1, 2014 the Company entered into a three month Investor Relations and Marketing Agreement with Neil Blake with a monthly fee of CAD\$2,500.

On August 1, 2014 the Company signed an extension to the Letter of intent executed on April 10, 2014 on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation (Lessee) and Mr. Jeff Paikin of 1475714 Ontario Inc. (Lessor) sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at Burlington, Ontario (the "Building"). On August 5, 2014, as per the terms of the extension, 118,416 common shares of the Company were issued at a deemed price of \$0.19 per share.

**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 August 5, 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): August 1, 2014

**ENERTOPIA CORP.**

(Exact name of registrant as specified in its charter)

<b>Nevada</b>	<b>000-51866</b>	<b>20-1970188</b>
(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 Agreement**

### **Item 3.02 Unregistered Sales of Equity Securities**

On August 1, 2014 the Company entered into a three month Investor Relations and Marketing Agreement with Neil Blake with a monthly fee of CAD\$2,500.

On August 1, 2014 the Company signed an extension to the Letter of intent executed on April 10, 2014 on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation(Lessee) and Mr. Jeff Paikin of 1475714 Ontario Inc. (Lessor) sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at Burlington, Ontario (the "Building"). On August 5, 2014, as per the terms of the extension, 118,416 common shares of the Company were issued at a deemed price of \$0.19 per share.

The Company issued the 118,416 common shares at a deemed price of \$0.19 per the terms of the Letter of Intent to lease space in Ontario to 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.

The securities referred to herein will not be and 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.

### **Item 7.01 Regulation FD Disclosure.**

A copy of the news release announcing the agreements 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.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<b>Amended Extension LOI Lease Agreement dated July 22, 2014</b>
10.2	<b>Investor Relations and Marketing Agreement dated August 1, 2014</b>
99.1	<b>Press Release dated August 5, 2014</b>

**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: August 5, 2014

Enertopia Corp.

By:           "Robert McAllister"          

Robert G. McAllister  
President and Director



PRESS RELEASE #201437

FOR IMMEDIATE RELEASE

AUGUST 5, 2014

## Enertopia Corporate Update

**VANCOUVER, BC – August 5, 2014 - Enertopia Corporation (ENRT-OTCBB) (TOP-CSE) (the "Company" or "Enertopia") announces the following corporate update.**

With the recent success of the Burlington municipal approval the Company is pleased to announce it has issued 118,416 shares to 1475714 Ontario Inc. as required under the building lease agreement for its base share of lease costs for the remainder of 2014 under the Lease agreement. The Company and its JV partner Lexaria Corp will have a project update in the coming weeks.

The Company is currently reviewing opportunities in the oil & edibles, and industrial hemp markets across North America, as it looks to broaden its opportunities for multiple streams of revenue.

The Company has also engaged Neil Blake to help out with our Investors Relations outreach.

The Enertopia website has been updated to reflect the company's growing focus on patient well being as the investment community grows in its understanding of the importance of Medical marijuana and the importance of natural CBD medication, please visit [www.enertopia.com](http://www.enertopia.com)

Follow Enertopia:

Twitter: [www.twitter.com/EnertopiaCorp](http://www.twitter.com/EnertopiaCorp)

Facebook: [www.Facebook.com/EnertopiaCorp](http://www.Facebook.com/EnertopiaCorp)

**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 and in the United States with symbol ENRT. For additional information, please visit [www.enertopia.com](http://www.enertopia.com) or call

Ken Faulkner, Business and Institutional Development: (250) 765-3630

Clark Kent, Media Inquiries: (647) 519-2646

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, potential and financing of its medical marijuana projects, evaluation of clean energy projects, oil & gas projects, , 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 Burlington JV will obtain a license under MMPR and or that the Company will be able to obtain future financings. Similarly, there can be no assurance that the Company will be successful in securing operations in the oils, edibles or hemp markets.

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

July 22, 2014

### **Preliminary Lease Agreement and Extension of LOI**

On or near April 10, 2014, Lexaria Corp, and a subsidiary corp wholly owned by Lexaria Corp; Enertopia Corp, and a subsidiary corp wholly owned by Enertopia Corp; Jeff Paikin and 1475714 Ontario Inc, (together, the "Parties"), all signed a Letter of Intent (the "LOI") that set out the terms to lease a building located at 5070 Benson Drive, Burlington Ontario, and the basic terms of the relationship between the Parties. The LOI is attached to this Agreement to Extend.

Due to circumstances beyond the control of any of the Parties, the municipal approval process for the marijuana production facility required more time than anticipated, thus requiring more time to execute this Preliminary Lease Agreement. For this reason the Parties agree to revise and extend the terms of the LOI as noted herein.

This Agreement is between Lexaria Corp. and it's wholly owned subsidiary Lexaria CanPharm Corp; and Enertopia Corporation and it's wholly owned subsidiary Thor Pharma Corp (together, the "Lessee"); and Jeff Paikin on behalf of himself and 1475714 Ontario Inc., Owner of 5070 Benson Drive, Burlington, ON (the "Lessor") and sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at 5070 Benson Drive, Burlington, Ontario (the "Building").

The terms and conditions to be properly set out in a binding lease and such other documentation as the parties shall determine necessary will include the following terms and conditions:

1. Initial lease space to be approximately 20,000 square feet (known as the "Vacant Space") with a first right of refusal in favour of the Lessee to lease approximately an additional 30,000 square feet (known as the "Occupied Space") and an additional first right of refusal in favour of the Lessee to lease approximately an additional 25,000 square feet (known as the "Expansion Space") for a total of approximately 75,000 square feet as further space currently leased in the Building comes available.
2. The rent for the Leased Premises shall be base rent of \$5.00 per square foot, plus common area charges and taxes, which are currently \$3.25 per square foot. All utilities will be in addition to the rent and billed directly to the Lessee.
3. Lease will be for both the Vacant Space and the Occupied Space and for a term of 5 years, with the Lessee having an option to renew for three (3) further five (5) year terms at the market rate at the time of renewal.
4. Lease start date to be that date, following notice of intent to construct and occupy the Occupied Space given in writing by the Lessee to the Lessor (the "Notice"), when the existing third-party tenant in the Occupied Space no longer occupies the Occupied Space. Lessee has no obligation to provide notice of intent to construct



- and occupy the Occupied Space prior to receiving a Ready to Build letter from Health Canada regarding the MMPR license application at 5070 Benson and if no such letter has been received prior to January 22, 2015, Lessee may at any time at its sole option notify Lessor of its intention to abandon the HC license application at 5070 Benson, in which case Lessor agrees to release Lessee from any further obligations under this agreement. Lessee and Lessor have the option of mutually agreeing to extend the lease start date.
5. Rent payment for the Occupied Space payable only in cash, with no option available for the payment of rent with common shares for the Occupied Space.
  6. The 5-year term of the Lease will be waived by the Lessor, if the Lessee fails to receive a license issued by Health Canada under the MMPR program, for the cultivation and sale of medical marijuana at the 5070 Benson location, or if any other necessary regulatory license is not received, following 90-day notice given from the Lessee to the Lessor, at the sole option of the Lessee.
  7. The Lessee will require tenant improvements to the Leased Premises (the "Tenant Improvements"). These improvements shall be performed by New Horizon Homes on behalf of the Lessee on a cost plus 10% basis. The "plus" shall be payable in shares of Lexaria Corp. and Enertopia Corporation as part of this arrangement.
  8. During the 6 months beginning June 9 2014, the Lessee shall have the option of paying its Base Rent of the Vacant Space with common shares or with cash.
  9. During the 6 months following the Notice date if the Notice date is prior to January 22, 2015, the Lessee shall have the option of paying its Base Rent of the Vacant Space with common shares or with cash; and in the event the lease start date is mutually agreed to start after January 22, 2015, the option to pay rent in shares or cash will be determined by the Lessor.
  10. KNY Architects has been retained by the Lessee in order to begin designing the space required. All costs of architectural design to be borne by the Lessee.
  11. Where any restricted common shares of Lexaria Corp. and Enertopia Corporation are to be transferred to the Lessor or as it may direct, the intention is to determine the number of shares to be transferred based on the June 17 2014 LOI draft agreement wherein the valuation share price of Lexaria Corp was determined to be \$0.30 and for Enertopia Corp was determined to be \$0.19, but in any case all share transfers shall be in accordance with the Canadian Securities Exchange and Securities Commission guidelines.
  12. All obligations and responsibilities of the Lessee shall be shared by Lexaria CanPharm Corp. assuming 55% and Thor Pharma Corp. assuming 45%.
  13. At that time when Lessee gives Notice to construct and occupy, it shall maintain a minimum cash balance of \$120,000 in the Joint Venture bank account in trust for the Lessor to be applied as security towards lease payments, until such time as the MMPR license issued by Health Canada has been received by the Lessee.
  14. At that time when Lessee gives Notice to construct and occupy, it shall maintain a minimum cash balance sufficient to cover the approved budget costs of the Tenant Improvements in the Joint Venture bank account in trust for New Horizon Homes and provide evidence of such funds. Tenant Improvement budget subject to exclusive approval of the Lessee, in advance.
  15. At that time when Tenant Improvements are complete; when the Health Canada MMPR license has been received; and when the Lessee has moved in to the leased space, the Lessee shall maintain a minimum cash balance equivalent to

eight-months rent payments for whatever space is occupied at the time by the Lessee, in the Joint Venture bank account in trust for the Lessor to be applied as security towards lease payments.

16. This Letter of Intent sets out our shared intentions but does not create a binding Lease. The intended relationship set out in this Letter of Intent shall be solely governed by a binding lease agreement in the Lessor's standard form, but containing those terms and conditions set out in this Letter of Intent or as otherwise agreed between the parties. It is also implicit in this understanding that the intent of all the parties is to run a first class operation that can become an industry model for the best approach to carrying on a legal marijuana growing operation.

**LEXARIA CANPHARM CORP.**

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I have the authority to bind the corporation

**THOR PHARMA CORP.**

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Robert McAllister, CEO  
I have the authority to bind the corporation

**1475714 ONTARIO INC.**

Per:

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Jeff Paikin, President  
I have the authority to bind the corporation

April 10, 2014

**Letter of Intent Between Lexaria Corp. in trust for a company to be named later (Newco) and Enertopia Corporation in trust for a company to be named later (Newco2) and Jeff Paikin on behalf of himself and 1475714 Ontario Inc., Owner of 5070 Benson Drive, Burlington, ON**

This letter of intent, to be executed on behalf of a corporation to be incorporated by Lexaria Corp. and Enertopia Corporation (Lessee) and Mr. Jeff Paikin of 1475714 Ontario Inc. (Lessor) sets out the Lessee's and Lessor's shared intent to enter into a lease agreement (the "Lease") for warehouse space (the "Leased Premises") in the building located at 5070 Benson Drive, Burlington, Ontario (the "Building").

The terms and conditions to be properly set out in a binding lease and such other documentation as the parties shall determine necessary will include the following terms and conditions:

17. Lease space to be approximately 30,000 square feet with a first right of refusal in favour of the Lessee to lease approximately an additional 45,000 square feet for a total of approximately 75,000 square feet as further space currently leased in the Building comes available.
18. The rent for the Leased Premises shall be base rent of \$5.00 per square foot, plus common area charges and taxes, which are currently \$3.25 per square foot. All utilities will be in addition to the rent and billed directly to the Lessee.
19. Lease term to be a minimum of 5 years, with the Lessee having an option to renew for three (3) further five (5) year terms at the market rate at the time of renewal.
20. The Lessee will require tenant improvements to the Leased Premises. These improvements shall be performed by New Horizon Homes on behalf of the Lessee on a cost plus 10% basis. The "plus" shall be payable in shares of Lexaria Corp. and Enertopia Corporation as part of this arrangement.
21. During the first 90 days of the initial 5 year lease, the Lessee shall have the option of paying its Base Rent with shares or with cash.
22. The Lease shall be conditional for a period of 60 days in order to allow the Lessee to confirm that the zoning applicable to the Leased Premises allows for the Lessee's intended use of the Leased Premises, in particular a legal marijuana growing operation. In exchange for the Lessor holding the Leased Premises for the Lessee for the 60 day conditional period, the Lessee will issue shares to the Lessor or as it may direct having a minimum value of \$40,000 Canadian. If the Municipality does not approve medical marijuana for this location, the obligation of the Lessee ends and the remaining lease shall be null and void. This initial share payment shall satisfy all of the Lessee's obligations if the use is not approved.
23. KNY Architects will be retained by the Lessee in order to begin designing the space required. This will allow the design process to happen prior to the

- determination of the zoning decision. All costs of architectural to be borne by the Lessee.
24. Where any shares of Lexaria Corp. and Enertopia Corporation are to be transferred to the Lessor or as it may direct, the intention is to determine the number of shares to be transferred based on the value of said shares at close of trading on April 9, 2014, with the shares transferred at the lowest legal transfer price based on the April 9, 2014 closing price. All share transfers shall be in accordance with the Exchange and Commission guidelines.
  25. All obligations and responsibilities of the Lessee shall be shared by Lexaria Corp. assuming 55% and Enertopia Corp. assuming 45%.
  26. This Letter of Intent sets out our shared intentions but does not create a binding Lease. The intended relationship set out in this Letter of Intent shall be solely governed by a binding lease agreement in the Lessor's standard form, but containing those terms and conditions set out in this Letter of Intent or as otherwise agreed between the parties. It is also implicit in this understanding that the intent of all the parties is to run a first class operation that can become an industry model for the best approach to carrying on a legal marijuana growing operation.

**LEXARIA CORP.**

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I have the authority to bind the corporation

**ENERTOPIA CORP.**

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Robert McAllister, CEO  
I have the authority to bind the corporation

**1475714 ONTARIO INC.**

Per:

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Jeff Paikin, President  
I have the authority to bind the corporation

## INVESTOR RELATIONS AND MARKETING AGREEMENT

THIS INVESTOR RELATIONS AND MARKETING AGREEMENT, made effective this **1st day of AUGUST 2014** between:

**Neil Blake**

Site 30F Comp 3 RR#1  
Kaleden BC Canada V0H 1K0  
(Hereinafter referred to as "Provider")

AND:

**Enertopia Corp.**

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

(Hereinafter referred to as "Public Company")

**WITNESS THAT:**

**WHEREAS:**

- A. Public Company requires investor relations and marketing advisory services and desires to employ Provider to provide such services;
- B. Provider is engaged in the business of providing marketing, promotional and public relations services to listed companies and has agreed to provide such services to the Public Company as its "Investor Relations Contractor".

**NOW THEREFORE**, the parties agree as follows:

**I. APPOINTMENT**

Public Company hereby engages Provider to provide investor relations and marketing services and hereby retains and employs Provider on the terms and conditions of this Agreement. Provider accepts such appointment and agrees to use its best efforts to perform such services, upon the terms and conditions of this Agreement.

**II. TERM**

The initial term of this agreement shall begin on the date of execution of this Agreement and continue for **three months**. Thereafter the agreement will continue on a month-by-month basis pending cancelation by written notification with 30 days notice.

**III. SERVICES OF PROVIDER**

Provider shall act generally as the Investor Relations Officers for Public Company and as such shall perform services as follows:

- A. Provider will introduce the Co. to industry professionals and organize meetings for possible financing, analyst and/or newsletter reports and appropriate public relations and advertising venues.
- B. Provider will create and maintain a database of investors, brokers, analysts, newsletter writers, etc. on behalf of the Co.
- C. Provider will advise Public Company and assist in developing appropriate due diligence material (to satisfy the in-house and regulatory requirements of broker/dealers) broker presentations,

corporate mailing pieces, brochures, shareholder communications, research reports and other collateral material. Within the guidelines of an approved budget, Provider will propose advertising campaigns designed to increase the audience for the Co. and to source investor leads.

D. Provider will telephone new contacts and update contacts in the database on corporate developments in an on-going, timely and professional manner. The provider will target to make 50 outgoing calls per day as well as answer incoming calls, answer questions and fulfill requests for investor packages by email/mail/fax/ and courier.

#### **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. Accordingly, Provider agrees that:

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

B. Provider shall not conduct any meetings with financial analysts regarding Public Company without informing Public Company of the proposed meeting and its general format or agenda;

C. Provider shall not release any information or data about Public 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.

#### **V. REPRESENTATIONS AND INDEMNIFICATION**

A. Public Company shall be deemed to make a continuing representation of the accuracy of any and all material facts, material information and data that it supplies to Provider and the general availability of such information. Public Company is aware that Provider will rely on such continuing representation in disseminating such information and otherwise performing its public relations functions under this Agreement.

B. Provider in the absence of notice in writing from Public Company will rely on the continuing accuracy of material; information and data supplied by Public Company and its general availability.

C. Public Company hereby agrees to indemnify Provider against and to hold Provider harmless from any claims, suits, loss damages, etc. arising out of Provider reliance on the general availability of information supplied to Provider and Provider ability to promulgate such information.

D. Conversely, Public Company may rely on Provider to disseminate and promulgate only such material, information and data as supplied by Public Company for such purposes. Provider hereby agrees to indemnify Public Company against and to hold Public Company harmless from any claims, damages, suits, loss damages, etc. arising out of Public Company's reliance upon Provider to disseminate and promulgate only such facts, material information and data.

#### **VI. COMPENSATION**

In consideration of Provider rendering to Public Company the services referred to in section III, Public Company shall pay Provider, **a monthly fee of \$2,500 payable on the 1st day of each monthly period starting on the signing of this agreement.** Stock options may be granted following an initial review period of 30 days.

**VII. 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.

**VIII. 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.

**NEIL Blake**  
**PROVIDER**

**Enertopia Corp.**  
**PUBLIC COMPANY**

\_\_\_\_\_  
Per: Authorized Signatory

\_\_\_\_\_  
Per: Authorized Signatory