

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

May 3, 2014

Item 3. News Release

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

Item 4. Summary of Material Change

On May 3, 2014 the Company entered into a one year consulting contract with Bmullan and Associates wholly owned company by Brian Mullan as Security Consultant. Upon signing of the contract of acceptance the Company issued 45,000 common shares at a deemed price of \$0.28. Based on the milestones listed in the contract, Mr. Mullan or his company can be eligible to receive up to a total of 225,000 common shares of the Company.

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 May 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): **May 3, 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 Agreement

Item 3.02 Unregistered Sales of Equity Securities

On May 3, 2014 the Company entered into a one year consulting contract with Bmullan and Associates wholly owned company by Brian Mullan as Security Consultant. Upon signing of the contract of acceptance the Company issued 45,000 common shares at a deemed price of \$0.28. Based on the milestones listed in the contract, Mr. Mullan or his company can be eligible to receive up to a total of 225,000 common shares of the Company.

The Company issued the 45,000 common shares at a deemed price of \$0.28 per the terms of the consulting contracts 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 appointment is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
10.1	Consulting Contract May 3, 2014
99.1	Press Releases dated May 5, 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: May 5, 2014

Enertopia Corp.

By: "Robert McAllister"
Robert G. McAllister
President and Director



Press Release #201430

FOR IMMEDIATE RELEASE

May 5, 2014

Enertopia Announces Former Chief of Police as Security Consultant

Vancouver, BC—Enertopia Corporation (ENRT) on the OTCBB and (TOP) on the CSE (the "Company" or "Enertopia") is pleased to announce additional member to the Company and for the new Ontario marihuana production facility.

The former Chief of Police of the Hamilton Police Service has become Security Advisor to the Enertopia/Lexaria joint venture. Mr. Brian Mullan will provide advice to the Board of Directors and to management on the safe production, storage, and shipment of controlled substances; as well as provide and manage security protocols and procedures consistent with the needs of a medical marijuana facility and its staff.

Brian was a career police officer who retired as the Chief of Hamilton Police Service in December 2009 after having been a member for over 35 years. He is the President of Bmullan and Associates. Brian has received the Police Exemplary Service Medal and he has been appointed as a Member of the Order of Merit for Police. Brian has a Bachelors Degree in Business Administration. He is a graduate of the F.B.I. Academy in Quantico Virginia and the F.B.I's prestigious National Executive Institute. Brian has also attended the University of Toronto's Rotman School of Business, Mohawk College and Bay Area Leadership Program, and he has been active in his community.

"I welcome Mr. Mullan to our joint venture team that we continue to assemble with the expertise and ability to operate our planned top tier production facility, that is focused on building one of the largest and most secure regulated marijuana production facilities in Canada" said Robert McAllister, President CEO of Enertopia

Mr. Mullan is eligible to receive up to 225,000 restricted common shares of stock, over time in his respective role as Security Consultant, depending on certain specified performance thresholds being reached.

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 on this press release, please visit www.enertopia.com or call Clark Kent at 1.647.519.2646 or President Robert McAllister at 250.765.6412

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, evaluation of clean energy projects, 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 or any will future sales will result or any consultant will have a material impact on the Company.

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



CONSULTING AGREEMENT

THIS AGREEMENT is made effective this 3rd day of May, 2014.

BETWEEN:

Enertopia Corp., a body corporate duly incorporated under the laws of the State of Nevada, and having an Office at 950-1130 West Pender St, Vancouver BC, V6E 4A4; **and/or** its wholly owned subsidiary

(hereinafter together or separately called the "Parent")

OF THE FIRST PART

AND:

8845301 Canada Inc., a body corporate duly incorporated under the laws of Canada and having an office at 950-1130 West Pender St, Vancouver BC, V6E 4A4

(hereinafter called the "Company")

OF THE SECOND PART

AND:

Bmullan and Associates, a body corporate duly incorporated under the laws of the Province of Ontario, and having an office at 512 Montgomery Drive, Ancaster, Ontario, L9G 5C6

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

OF THE THIRD PART

WHEREAS:

- A. Consultant agrees to serve as **Security Consultant** to the Company and to provide services as described below, effective May 3, 2014;
- B. The Company is desirous of retaining the consulting services of Consultant as a Corporate Security Consultant, on a one-year contract basis and the Consultant has agreed to serve the Company as an independent contractor upon the terms and conditions hereinafter set forth;
- C. The Parent agrees to issue its common shares as payment for the services that are provided by the Consultant to the Company, and the Parent is not itself receiving any services directly.

FOR VALUABLE CONSIDERATION it is hereby agreed as follows:

1. The Consultant shall provide Security Consultant services by reporting through the Facility Construction Management Advisor (Jeff Paikin), to the CEO/Board of Directors of the Company, and perform such tasks in general including but not limited to the following:

Provide advice to ensure that the security needs of the production facility and the security plan at the place of business where controlled goods and/or controlled technology are kept complies with all regulations and ensures the adequate protection and transfer of those goods. Provide advice to ensure that the consulting/management contracts with security firms and facilities personnel are in compliance with the security plan and regulations. Provide advice to ensure that security policies and procedures of the production facility are consistent with the needs of a licensed, regulated medical marijuana production facility for its staff.

- a) General Services. The Consultant shall serve the Company (and/or such subsidiary or subsidiaries of the company as the Company may from time to time require) in such consulting capacity or capacities as may from time to time be determined by resolution of the Board of Directors or senior management of the Company and shall perform such duties and exercise such powers as may from time be determined by resolution of the Board of Directors, as an independent contractor.
2. By virtue of this Agreement, the Company is expecting, and Consultant is accepting, the responsibility of working on an as-required basis through the Facility Construction Management Advisor, on behalf of the Company. During the time that this Agreement remains in effect, the Consultant shall not act in any capacity whatsoever, directly or indirectly for or for the betterment of any other non-joint-ventured company, partnership, or project that competes within North America within the sector of medical marijuana, without the Company's prior written consent.
3. As described herein, awards of restricted shares of common stock to be issued by the Parent in separate certificate form (the "Shares" or "Share") shall be made based upon the required events and thresholds being achieved. The first Share award shall be made upon the mutual signing and execution of this agreement. The production facility is located in a municipality that has not yet given formal approval permitting marijuana production in accordance with the Health Canada MMPR; and the Consultant shall receive the second Share award once the municipality has given such approval. The third Share award shall be made when Health Canada has granted an MMPR license to the facility while it is co-owned by the Company. The fourth Share

award shall be made when the first commercial harvest from the facility has been completed – a commercial harvest excludes test growing or non-commercial quantities. And a fifth Share award shall be made when the facility has reached CDN\$5,000,000 in accumulated sales of medical marijuana grown within the facility.

Shares On Signing	Shares On Municipal Approval	Shares On Health Canada Approval	Shares on First Commercial Harvest	Shares on \$5,000,000 in Ontario Plant Revenue
45,000	45,000	45,000	45,000	45,000

4. The issuance of the Shares to the Consultant from the Parent will be made in reliance on an exemption from the prospectus filing requirements contained in section 2.24 of National Instrument 45-106 and the exemption from the registration requirements contained in Regulation S promulgated under the Securities Act of 1933, as amended (the “1933 Act”). The Company reserves the right to request from the Consultant any additional certificates or representations required to establish an exemption from applicable securities legislation prior to the issuance of any Shares.

- a) The certificates representing the Shares to be issued to the Consultant will be affixed with legends in substantially the following form, describing such restrictions:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE “ACT”), AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT PROVIDED BY REGULATION S PROMULGATED UNDER THE ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, PURSUANT TO AN EFFECTIVE REGISTRATION UNDER THE ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION UNDER THE ACT. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE ACT.

5. The Consultant represents and warrants that at the time of entry into this Agreement and on the date of the issuance of any Shares that:

- a) in addition to resale restrictions imposed under U.S. securities laws, there are additional restrictions on the Consultant’s ability to resell any of the Shares in Canada under applicable provincial securities laws;
- b) the Consultant understands and agrees none of the Shares have been or will be registered under the 1933 Act, or under any state securities or “blue sky” laws of any

- state of the United States, and, unless so registered, may not be offered or sold in the United States or, directly or indirectly, to U.S. Persons, as that term is defined in Regulation S under the 1933 Act (“Regulation S”), except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the 1933 Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with applicable state and foreign securities laws;
- c) the Consultant is not a U.S. Person (as such term is defined in Regulation S of the 1933 Act) and is not acquiring the Note for the account or benefit of, directly or indirectly, any U.S. Person;
 - d) is outside the United States when receiving and executing this Agreement;
 - e) the Consultant understands and agrees that offers and sales of any of the Shares prior to the expiration of the period specified in Regulation S (such period hereinafter referred to as the “Distribution Compliance Period”) shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the 1933 Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the 1933 Act or an exemption therefrom and in each case only in accordance with applicable state and provincial securities laws;
 - f) the Consultant acknowledges that it has not acquired the Shares as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of the Securities; provided, however, that the Consultant may sell or otherwise dispose of any of the Shares pursuant to registration of any of the Shares pursuant to the 1933 Act and any applicable securities laws or under an exemption from such registration requirements and as otherwise provided herein; and
 - g) hedging transactions involving the Shares may not be conducted unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable securities laws.

6. The Consultant shall be responsible for the payment of its income and other taxes and other remittances including but not limited to any form of insurance as shall be required by any governmental entity (including but not limited to EI, WCB, and federal and provincial income taxes) with respect to compensation paid by the Company to the Consultant, and nothing in this Agreement implies or creates a relationship of employment.

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

8. The Consultant shall be reimbursed for all travelling and other expenses actually and properly incurred by it in connection with its duties hereunder, not including commuting to the office that is the normal place of business. For all such expenses the Consultant shall furnish to the Company statements, receipts and vouchers for such out-of-pocket expenses *on a monthly basis*. The Consultant is pre-authorized to incur up to \$200 per month, cumulatively, in relevant expenses. **Amounts over \$200 per month must be pre-approved by management** of the Company or will be disallowed. Both parties recognize that as the financial condition of the Company improves or deteriorates, this amount may be increased or decreased without making changes to this document, provided the Company makes Consultant aware of the changed amount.

9. The Consultant shall not, either during the continuance of its contract hereunder or at any time thereafter, disclose the private affairs of the Company and/or its subsidiary or subsidiaries, or any secrets of the Company and/or its subsidiary or subsidiaries, to any person other than the Directors of the Company and/or its subsidiary or subsidiaries or for the Company's purposes and shall not (either during the continuance of its contract hereunder or at any time thereafter) use for its own purposes or for any purpose other than those of the Company any information it may acquire in relation to the business and affairs of the Company and/or its subsidiary or subsidiaries, unless required by law. Proprietary Information as that term is used herein shall consist of all knowledge, data and information which the Consultant may acquire from the documents and information disclosed to it by the Company, its employees, attorneys, consultants, independent contractors, clients or representatives whether orally, in written or electronic form or on electronic media including, by way of example and not by limitation, any products, customer lists, supplier lists, marketing techniques, technical processes, formulae, inventions or discoveries (whether patentable or not), innovations, suggestions, ideas, reports, data, patents, trade secrets and copyrights, made or developed by the Company and related data and information related to the conduct of the business of the Company. Proprietary Information shall also include discussions with officers, directors, employees, independent contractors, attorneys, consultants, clients, finance sources, customers or representatives and the fact that such discussions are taking place. Proprietary Information shall not be directly or indirectly disclosed to any other person without the prior written approval of the Company. Proprietary Information shall not include matters of general public knowledge, information legally received or obtained by the Consultant from a third party or parties without a duty of confidentiality, and information independently known or developed by the Consultant without the assistance of the Company.

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

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

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

composition with its creditors; or

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

This Agreement may also be terminated by either party upon sixty (60) days written notice to the other. Should the Company terminate this agreement for a reason not enumerated in items 11(a), 11(b), 11(c), 11(d), or 11(e), Consultant will be entitled to all remuneration, as it relates to transactions which were in process but had not yet closed at the date of his termination, to which she would have otherwise been entitled for a period of 30 days after the date of his termination.

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

13. The Company is aware that the Consultant may have and may continue to have financial interests in other companies. The Company agrees that the Consultant may continue to devote time to such outside interests, provided that such interests do not conflict with or hinder Consultant's ability to perform her duties under this Agreement.

14. In the event that Municipal Approval to build/operate the facility is NOT granted by May 31, 2014, as is currently expected, this Agreement is subject to a 15-day renegotiation period during which time the likelihood of Municipal Approval can be assessed and this Agreement adjusted if necessary to reflect the lack of Municipal Approval.

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

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

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

1 hereof. Any such notice mailed as aforesaid shall be deemed to have been received by the Company on the first business day following the date of mailing provided such mailing is sent via guaranteed overnight delivery. Any such address for the giving of notices hereunder may be changed by notice in writing given hereunder.

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

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

20. This Agreement is being delivered and is intended to be managed from the Province of British Columbia and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such Province. Similarly no provision within this contract is deemed valid should it conflict with the current or future laws of the United States of America or current or future regulations set forth by the United States Securities and Exchange Commission, the British Columbia Securities Commission, or the Ontario Securities Commission. This Agreement may not be changed orally, but only by an instrument in writing signed by the party against whom or which enforcement of any waiver, change, modification or discharge is sought.

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

22. Any and all potential or actual common share award or stock option award will be in compliance with all applicable regulations in the USA and Canada.

23. This contract will expire on May 3rd, 2015 unless renewed or extended by mutual written consent of both parties prior to that date.

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

Signed By:

03/05/2014

Robert McAllister
CEO, Director
Enertopia Corp

Date

Bal Bhullar
Director
8845301 Canada Inc.

Date

Brian Mullan
Security Consultant
Bmullan and Associates

Date