

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES **(or securities convertible or exchangeable into listed securities¹)**

Please complete the following:

Name of CNSX Issuer: Enertopia Corp.

Trading Symbol: TOP

Date: August 15, 2016

Is this an updating or amending Notice: Yes X No

If yes provide date(s) of prior Notices: _____.

Issued and Outstanding Securities of Issuer Prior to Issuance: 89,278,460

Date of News Release Announcing Private Placement: August 16, 2016

Closing Market Price on Day Preceding the Issuance of the News Release: USD\$0.03
CAD\$0.04

- 1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form) Shares being issued as per the terms of the Stock Option exercise**

Registration Name & Address	Issue Price Per Security	Number of Common Shares
--------------------------------	-----------------------------	----------------------------

- 2. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form)**

- (1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.
- (2) Indicate if Related Person.

¹An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised:

Not Applicable

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material.

Not Applicable

3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer:

Not Applicable

4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities.

Not Applicable

5. Description of securities to be issued:

- (a) Class
- (b) Number
- (c) Price per security
- (d) Voting rights _____

6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

- (a) Number
- (b) Number of securities eligible to be purchased on exercise of Warrants (or options)
- (c) Exercise price
- (d) Expiry date

7. Provide the following information if debt securities are to be issued:

- (a) Aggregate principal amount **Not applicable**
- (b) Maturity date **Not applicable**
- (c) Interest rate **Not applicable**

- (d) Conversion terms **Not applicable**
- (e) Default provisions **Not applicable**
8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
9. (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): __
- (b) Cash_____.
- (c) Securities _____.
- (d) Other _____.
- (e) Expiry date of any options, warrants etc._____.
- (f) Exercise price of any options, warrants etc._____.
10. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship _____
- Not applicable .**
11. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).
- Not applicable**
12. State whether the private placement will result in a change of control.
- Not applicable.**
13. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders.
- Not applicable**
- _____.
- _____.
14. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are

subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by Multilateral Instrument 45-102.

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

On August 15, 2016 binding Letter of Intent was signed by Enertopia Corporation ("**Enertopia**") and Genesis Water Technologies, Inc. ("**GWT**") with regard to the acquisition by Enertopia (the "**Acquisition**") of the exclusive worldwide licensing rights (the "**Licensing Rights**") by Enertopia of all of the technology used in the process of recovering and extraction of battery grade lithium carbonate powder Li₂CO₃ grading 99.5% or higher purity from brine solutions (the "**Technology**") and covered under patent pending process #XXXXXX (the "**Pending Patent**").

1. **Exclusive Licensing Structure.** In accordance with the terms of a formal and Definitive Agreement (the "**Definitive Agreement**") to be entered into between Enertopia and GWT, Enertopia shall acquire 100% of the Licensing Rights for the Technology in accordance with the exclusive licensing structure set forth below (the "**Licensing Structure**"). The terms of the Exclusive Licensing Structure shall be as follows:

- a. Upon the execution of this LOI, Enertopia shall issue to GWT 250,000 common shares.
- b. Within 30 days of closing of the Definitive Agreement, which is to occur on or before September 15, 2016 or such other date as the Parties may agree, acting reasonably (the "**Closing**"), Enertopia shall pay to GWT, the sum of \$10,000 for bench testing brine or synthetic brine samples enriched in lithium.
- c. Upon the successful bench scale testing of recovering battery grade Lithium carbonate Li₂CO₃ from brine or synthetic brine samples, as audited by a 3rd party lab, that verifies the results of the June 6/17/2016 feasibility report commissioned by Enertopia, Enertopia shall issue to GWT 250,000 common shares.
- d. Upon the Pending Patent #XXXXXX having been approved by the U.S. Patent and Trademark Office and evidence thereof having been provided to Enertopia, Enertopia shall issue 250,000 common shares to GWT.
- e. Enertopia shall pay the costs for the test pilot plant and associated facilities with a capacity of 50 gallons per minute, such costs estimated to be US\$2,150,000 and not to exceed US\$ 2,500,000 including building envelope and such testing to be completed by 6 months after final start up.
- f. Enertopia shall also make the following anniversary payments following Closing.
- g. For 2017, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$50,000, such first anniversary payment becoming due on or before the one year anniversary of the signing of the definitive agreement, provided however that Enertopia shall have the option to satisfy

this payment through the issuance of treasury units (each, "**Unit**"), with each Unit consisting of one common share of Enertopia and one common share purchase warrant of Enertopia (each, "**Warrant**"), with each Warrant being exercisable for a period of 36 months from issuance at a price 1.5 times above the minimum unit pricing allowed by applicable stock exchange policies at such time and based on the previous 10 day volume weighted average pricing on the Canadian Stock Exchange ("**CSE**");

- h. For 2018, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$150,000, such second anniversary payment becoming due on or before the second anniversary of the signing of the definitive agreement; and
 - i. For 2019, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$200,000 per annum, each such anniversary payment becoming due on or before the respective anniversary of the signing of the definitive agreement; and
 - j. For 2020, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$200,000 per annum, each such anniversary payment becoming due on or before the respective anniversary of the signing of the definitive agreement; and
 - k. For 2021, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$200,000 per annum, each such anniversary payment becoming due on or before the respective anniversary of the signing of the definitive agreement; and
 - l. For 2022, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$200,000 per annum, each such anniversary payment becoming due on or before the respective anniversary of the signing of the definitive agreement; and
 - m. For 2023, the greater of 10% of Enertopia net sales of battery grade Li₂CO₃ from brine sources or \$200,000 per annum, each such anniversary payment becoming due on or before the respective anniversary of the signing of the definitive agreement.
 - n. Note net sales noted above in f.(i) to (vii) to be defined in the definitive agreement.
 - o. Licensee life of seven (7) years from signing on the definitive agreement with first right of refusal.
 - p. Upon proven commercial viability of test plant Enertopia will source location and capital for commercial production plant with a minimum capacity of 250 gallons per minute.
2. **Definitive Agreement and Closing.** Acceptance of this LOI shall be followed by the negotiation and acceptance of the Definitive Agreement which shall incorporate the terms and conditions of this LOI and such other terms, conditions, representations and warranties as are customary for transactions of this nature or as may be reasonably requested by the Parties. This LOI does not set forth all of the matters upon which agreement must be reached in order for the proposed acquisition to be consummated. Completion of the Definitive Agreement shall be followed with Closing of the Acquisition on or before September 15, 2016, or such other date as the Parties may agree, acting reasonably.

2. Provide details of the acquisition including the date, parties to and type of

agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: ____

Letter of Intent dated August 12, 2016

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments: **Not applicable**
- (a) Total aggregate consideration in Canadian dollars: \$4,670,312.
 - (b) Cash: USD\$3,710,000.
 - (c) Securities (including options, warrants etc.) and dollar value: USD\$36,250
 - (d) Other: _____ .
 - (e) Expiry date of options, warrants, etc. if any: _____ .
 - (f) Exercise price of options, warrants, etc. if any: _____ .
 - (g) Work commitments: _____ .
4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

Arms-Length

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer:

Not applicable

6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party	Describe relationship to Issuer ⁽¹⁾
Genesis Water Technologies Inc.	250,000 Common Shares	\$0.05		Per Letter of Intent	None	

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired:

Vendor provided a certificate of good standing and Patent pending application

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.): **Not applicable**

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): _____.

(b) Cash _____.

(c) Securities _____.

(d) Other _____.

(e) Expiry date of any options, warrants etc. _____.

(f) Exercise price of any options, warrants etc. _____.

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship.

Not applicable

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months.

Not applicable

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. The undersigned hereby certifies to CSE that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all CSE Requirements (as defined in CSE Policy 1).
4. All of the information in this Form 9 Notice of Private Placement is true.

Dated August 15, 2016

Robert McAllister
Name of Director or Senior
Officer

"Robert McAllister"
Signature

Chairman/CEO
Official Capacity