

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**

January 1, 2014

**Item 3. News Release**

The Company did disseminate a news release through Newswire.ca on January 2, 2014. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on January 2, 2014.

**Item 4. Summary of Material Change**

On January 1, 2014, the Company entered into an Social Media/Web Marketing Agreement with Stuart Gray. 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 cancellation by written notification with 30 days notice. In consideration for the services the Company will pay the Provider Stuart Gray a monthly fee of \$5,000.

Upon execution of the Agreement, the Company issued 200,000 stock options. On April 14, 2011, the Company had adopted the 2011 Stock Option Plan. Based on this original Stock Option Plan, on January 1, 2014, the Company has granted 200,000 stock options to Stuart Gray, with respect to the Social Media/Web Marketing Agreement dated January 1, 2014. The exercise price of the stock options is \$0.075, 100,000 stock options vested immediately, 50,000 stock options vested 30 days after the grant and 50,000 stock options vested 60 days after the grant, expiring January 1, 2019.

**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 January 2, 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): January 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 Definitive Agreement**

**Item 3.02 Unregistered Sales of Equity Securities**

On January 1, 2014, the Company entered into an Social Media/Web Marketing Agreement with Stuart Gray. 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. In consideration for the services the Company will pay the Provider Stuart Gray a monthly fee of \$5,000.

Upon execution of the Agreement, the Company issued 200,000 stock options. On April 14, 2011, the Company had adopted the 2011 Stock Option Plan. Based on this original Stock Option Plan, on January 1, 2014, the Company has granted 200,000 stock options to Stuart Gray, with respect to the Social Media/Web Marketing Agreement dated January 1, 2014. The exercise price of the stock options is \$0.075, 100,000 stock options vested immediately, 50,000 stock options vested 30 days after the grant and 50,000 stock options vested 60 days after the grant, expiring January 1, 2019.

**Item 7.01 Regulation FD Disclosure.**

A copy of the news release announcing the options and agreement is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

**ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
10.1	<b>Form of Stock Option Agreement</b>
10.2	<b>Social Media/Web Marketing Agreement dated January 1, 2014</b>
99.1	<b>Press Release dated January 2, 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: January 2, 2014

Enertopia Corp.

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



PRESS RELEASE #201401

FOR IMMEDIATE RELEASE

JANUARY 2, 2014

## **Enertopia Announces Social Media and Marketing Program**

**Vancouver, BC—Enertopia Corporation (ENRT) on the OTCBB and (TOP) on the CNSX** (the "Company" or "Enertopia") is very pleased to announce that it has entered into a three month contract on Social Media and Marketing with Stuart Gray.

Stuart Gray has been in the social media business for well over a decade in various capacities for publically listed companies. As an expert in media relations, and marketing awareness Enertopia looks forward to getting our news and growing story out to a broad base of investors and media.

We look forward to 2014 as a year of rapid growth and opportunity in the rapidly expanding Medical Marihuana business in North America.

Stuart Gray will be paid \$5000 a month for three months and has been granted 200,000 Stock Options.

**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](http://www.enertopia.com) or call Dale Paruk, President, Coal Harbor Communications Ltd. at 1.604.662.4505

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, evaluation of clean energy projects, Oil & Gas Projects, Medical Marihuana Projects for participation and/or financing, competitive positions, growth opportunities, plans and objectives of management for future operations, including statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other similar expressions that are forward-looking statements. Such forward-looking statements are estimates reflecting the Company's best judgment based upon current information and involve a number of risks and uncertainties, and there can be no assurance that other factors will not affect the accuracy of such forward-looking statements., foreign exchange and other financial markets; changes of the interest rates on borrowings; hedging activities; changes in

commodity prices; changes in the investments and exploration expenditure levels; litigation; legislation; environmental, judicial, regulatory, political and competitive developments in areas in which Enertopia Corporation operates. The User should refer to the risk disclosures set out in the periodic reports and other disclosure documents filed by Enertopia Corporation from time to time with regulatory authorities. There is no assurance that the Company will be successful in completing the Definitive Agreement and future financings.

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

# **STOCK OPTION AGREEMENT**

## **ENERTOPIA CORP.**

THIS AGREEMENT is entered into as of the 1<sup>st</sup> day of January 1, 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:

(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 **200,000** 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, **XXX** 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 \$0.075 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ENERTOPIA CORP.**

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

\_\_\_\_\_  
□

**EXHIBIT A**

**TERMS OF THE OPTION**

**Name of the Optionee:**

**Date of Grant:**

**January 1, 2014**

**Designation:**

Qualified Stock Options

1. Number of Options granted:

XXX stock options

2. Purchase Price:

\$0.075 per share

3. Vesting Date:

100,000 options on January 1, 2014;  
50,000 options on February 1, 2014  
50,000 options on March 1, 2014

4. Expiration Date:

January 1, 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\$0.075 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)

# **Social Media / Web Marketing Agreement**

This Social Media and Marketing Agreement (the "Agreement") is made and effective **January 1, 2014**.

**BETWEEN:**                    **Stuart Gray** (the "Marketer / Developer"), is an individual located in British Columbia, Canada, with head office located at:

980 Skeena Drive  
Kelowna, BC V1V 2K7  
Canada

**AND:**                        **Enertopia Corp.** ("Enertopia" the "Customer"), a corporation organized and existing under the laws of the British Columbia, Canada with its head office located at:

Suite 950 – 1130 West Pender Street  
Vancouver BC, V6E 4A4

## **1. BACKGROUND INFORMATION**

- A.        The Marketer / Developer is in the business of designing and marketing and has experience in Social Media, Media and Marketing.
- B.        The Customer wishes to have a social media presence and to make such a presence available through the Internet.
- C.        The customer, Enertopia is the current registered owner of the Internet domain name [www.enertopia.com](http://www.enertopia.com) which may be linked to social media, related landing pages.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

## **2. CREATION AND MARKETING**

### **2.1 Engagement of Developer**

Customer hereby engages the services of the Developer / Marketer for the purpose of design, creating and marketing services. This includes but not limited to marketing services related to Social Media in Face Book and Twitter. In addition Developer / Marketer may arrange media related coverage.

### **2.2 Developer Created Content**

The Customer shall be responsible for delivering all Content. Social Media content will only be used from the Company's Website. [www.enertopia.com](http://www.enertopia.com) or be approved by the Company President.

### **2.3 Form of Delivery**

Social Media related groups will be provided to Enertopia. Some of the content sent out to social media members may also be provided to Enertopia or affiliated parties upon request.

### **3. COMPENSATION FOR DEVELOPMENT / MARKETING SERVICES**

#### **3.1 Development / Marketing Fee**

In consideration of the services to be performed by the Developer / Marketer hereunder, Enertopia Corp. "The Customer" shall pay to Developer / Marketer a total fee ("Development Fee") equal to \$15,000 USD, which shall be payable as set forth in the Schedule of Payment referred to in Section 3.2, below.

#### **3.2 Schedule of Payments**

Customer shall pay to Developer / Marketer, upon execution of this Agreement, an amount equal to \$15,000.00 USD as the full payment for Developer / Marketers services provided hereunder.

#### **3.3 Option Grant**

Granting of 200,000 options of Enertopia Corporation, 100,000 vesting immediately and 50,000 vesting in 30 days and 50,000 vesting in 60 days from date of grant.

### **4. PROPRIETARY RIGHTS TO WEBSITE**

#### **Creation of Website As A Work For Hire**

The Developer / Marketer hereby agrees that all materials that are part of any direct Enertopia Social Media pages and that are created by the Developer, including but not limited to content, text, graphics, and logos, are property of Enertopia.

### **5. DEVELOPER REPRESENTATIONS AND WARRANTIES**

Developer makes the following representations and warranties to the Customer:

#### **Sole and exclusive creator**

Developer / Marketer will be the sole and exclusive creator of the Social Media Content and has not created any such materials as a joint work with any other party, through independent contractors, or in any other way that would give any other party any rights in and to the Content.

### **6. CONFIDENTIALITY COVENANTS**

- A. The parties acknowledge and agree that during the course of the relationship contemplated hereby that they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties each agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such confidential information to any other party, shall not use such confidential information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information.
- B. The parties agree that confidential information shall be limited to disclosure within the organization of the recipient to those top management personnel and developers with a bona fide need to know such information as a necessary part of their contribution to the performance under this Agreement.
- C. For purposes of this Agreement, confidential information shall include any and all information that is of a proprietary, confidential or trade secret nature, of strategic importance, or is otherwise considered to be confidential or proprietary by the releasing party.



## **7. TERM AND TERMINATION**

This Agreement shall commence on the effective date hereof and shall remain in effect for 90 days thereafter "The Term".

## **8. INDEPENDENT CONTRACTOR STATUS**

The parties agree that Developer / Marketer shall be an independent contractor and not an agent, employee or representative of Customer. Enertopia shall have no right to direct or control the details of the Developer's work. Developer shall not receive any fringe benefits or other perquisites that the Customer may provide to its employees and Developer agrees to be responsible for its own business overhead and costs of doing business and to furnish (or reimburse Customer for) all tools and materials necessary to accomplish the services required of the Developer pursuant to this agreement.

## **9. GOVERNING LAW**

In interpreting the terms of this Agreement, the parties agree that the laws of British Columbia shall be applicable. All suits permitted to be brought in any court shall be in Vancouver, BC, Canada.

## **10. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

## **11. TIME OF THE ESSENCE**

Both Parties recognize that time is of the essence in this Agreement and that the failure to develop / create and deliver the deliverables hereunder in accordance with the Delivery Schedule shall result in expense and irreparable damage to the Customer.

## **12. FORCE MAJEURE**

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, inability to provide raw materials, power or supplies, or any other act or condition beyond the reasonable control of the party in question.

## **13. PARTIAL INVALIDITY**

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

**14. NO WAIVER**

The failure of either Party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.

**15. HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

**16. COUNTERPARTS**

This Agreement may be executed in counterparts, and each of which shall be deemed an original and all of which together shall constitute one and the same document

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

STUART GRAY - DEVELOPER / MARKETER

ENERTOPIA CORP / CUSTOMER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

STUART GRAY

ROBERT MCALLISTER  
PRESIDENT and CEO