

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**

February 27, 2014

**Item 3. News Release**

The Company did disseminate a news release through Newswire.ca on February 27, 2014. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on February 27, 2014.

**Item 4. Summary of Material Change**

On February 27, 2014, the Company signed a \$50,000 12 month marketing agreement with Agoracom payable in common shares of the Company. The first quarter payment is \$12,500, by issuing 54,347 common shares of the Company at a market price of \$0.23 per share. The following are the deliverables for the agreement:

- **10,000,000 Ads** Embedded Within AGORACOM.com Discussion Forums
- **4 Week Exclusive Sponsorship** AGORACOM.com Front Page
- **4 Week Exclusive Sponsorship** AGORACOM / YouTube Small-Cap TV
- **4 Week Exclusive Sponsorship** AGORACOM Twitter Account
- **4 Week Exclusive Sponsorship** AGORACOM Member Account Profiles
- **4 Skype / In Camera Interviews** – Distributed Through Network, YouTube, iTunes and All Majors
- **3 Feature Webcasts** – Powerpoint + Voice Over Presentation
- **12 Months Search Engine Awareness Program** Target Online Investors Via Google, Bing, Yahoo
- **Unlimited Front Page Featured News For All Material News, Updates, Events, etc.**
- **Unlimited News Flash For All Material News, Updates, Events, etc.**

- **Unlimited AGORACOM Webcast TV For All Material News, Updates, Events etc.**

On February 27, 2014, 585,000 warrants from previous private placements were exercised into 585,000 common shares of the Company for net proceeds of US\$115,000.

Proceeds of the private placement, options exercise and warrants exercise will be used for general working capital.

### **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 February 27, 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): **February 27, 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 February 27, 2014, the Company signed a \$50,000 12 month marketing agreement with Agoracom payable in common shares of the Company. The first quarter payment is \$12,500, by issuing 54,347 common shares of the Company at a market price of \$0.23 per share. The following are the deliverables for the agreement:

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On February 27, 2014, 585,000 warrants from previous private placements were exercised into 585,000 common shares of the Company for net proceeds of US\$115,000.

Proceeds of the private placement, options exercise and warrants exercise will be used for general working capital.

The Company issued the units eight (8) non-US persons in an off-shore transaction pursuant to the exemption from registration provided for under Regulation S, promulgated under the United States Securities Act of 1933, as amended. Each of the subscribers represented that they were not a “US person” as such term is defined in Regulation S.

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 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	Agreement with Agroacom dated February 27, 2014
99.1	Press Release dated February 27, 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: February 27, 2014

Enertopia Corp.

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



PRESS RELEASE #201410

FOR IMMEDIATE RELEASE

FEBRUARY 27, 2014

## **Enertopia Launches Awareness Program VIA AGORACOM**

**Vancouver, BC—Enertopia Corporation (ENRT) on the OTCBB and (TOP) on the CSE** (the "Company" or "Enertopia") is pleased to announce it has signed a Market Awareness agreement with Agoracom.

Enertopia will receive significant exposure through millions of content brand insertions on the Agoracom network and extensive search engine marketing over the next 12 months. In addition, exclusive sponsorships of invaluable digital properties, such as Agoracom TV, the Agoracom home page and the Agoracom Twitter account, will serve to significantly raise the brand awareness of Enertopia among small-cap investors.

"These are exciting times for Enertopia with exceptional opportunities for our company in the Medical Marijuana Business sector. Agoracom has proven to be a leader in their space, and we are happy to have engaged their services." stated President / CEO Robert McAllister

Enertopia intends to issue shares for services to Agoracom in exchange for the on-line advertising, marketing and branding services. Pursuant to the terms of the agreement, the company will be issuing \$12,500 plus GST in shares for services on February 27, 2014, \$12,500 plus GST in shares for services at the start of the second quarter on May 27, 2014, \$12,500 plus GST in shares for services at the start of the third quarter on August 27, 2014, and \$12,500 plus GST in shares for services at the start of the fourth quarter on November. 27, 2014.

The number of shares to be issued at the end of each quarter will be determined by using the five day average closing price of the shares of Enertopia on the CSE (Canadian Securities Exchange) in Canada preceding the issue dates listed above each period for which the advertising services will be provided by Agoracom.

The term of the agreement is 12 months, and Enertopia issued the first tranche of 54,347 shares for services on February 27, 2014.

### About Agoracom

Agoracom is the pioneer of on-line investor relations, on-line conferences and on-line branding services to North American small- and mid-cap public companies. Agoracom is the home of more than 873,000 investors which visited 6.1 million times and read 57 million pages of information every year (average from 2008 to 2013).

Agoracom traffic ranks within the top 0.5 per cent of all websites around the world. These traffic results are independently tracked and verified by Google analytics. Agoracom traffic can be

attributed to its strategy of maintaining the cleanest, moderated small-cap discussion as a result of implementing the first ever investor-controlled stock discussion forums.

Agoracom founder, George Tsiolis, publishes the leading blog on small- to mid-cap investor relations. His 50 small-cap chief executive officer lessons are a must-read for CEOs looking to increase their education and knowledge about on-line investor relations.

Enertopia is also pleased to announce it has raised \$115,000 from the exercise of 585,000 warrants.

Any issued shares will be subject to a hold period in Canada of four months and one day, or for any resale into the USA under Rule 144, six months and one day. Proceeds of the Private Placement will be used for general working capital and for corporate opportunities. The Private Placement will be subject to normal regulatory approvals.

**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 any anticipated financing and or its joint Venture partners will receive their Health Canada license under the new regulations or any technology will result in future sales.

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





**THIS ONLINE MARKETING AGREEMENT** made as of the 27<sup>th</sup> Day Of February, 2014

**BETWEEN:**

**Enertopia Corp.**, a company subsisting under the laws of the State of Nevada and having its head office at 950-1130 West Pender Street, Vancouver, British Columbia, V6E 4A4

(“Advertiser”)

**AND:**

**AGORA Internet Relations Corp.**, a company incorporated in the province of Ontario, with head office at 155 East Beaver Creek Road, Unit 24, Suite 304, Richmond Hill, ON L4B 2N1

(“AGORA”)

## **CONTRACT DETAILS**

### **Ad Placement and Deliverables**

- **10,000,000 Ads** Embedded Within AGORACOM.com Discussion Forums
- **4 Week Exclusive Sponsorship** AGORACOM.com Front Page
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### **Guaranteed Exposure**

AGORA guarantees to the Advertiser that their ad(s) will be placed in such a way that the number of exposures ordered in the contract will be achieved in the ordered timeframe if no external interference such as war, revolution, natural or man-made disasters, acts of God or other third party intervention.

In the event there is or will be a shortfall in impressions, such shortfall shall not be considered a breach of this Insertion Order by AGORA. Rather, AGORA will provide Advertiser, with additional or comparable (in value) “make good” impressions. AGORA reserves the right to alter Advertiser traffic to

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Proud Providers of Small-Cap News to our Partners:



accommodate trafficking needs or other operational needs. Advertiser shall be entitled to a pro rata refund of its fees for any under delivery.

### **Additional Free Exposure**

AGORA may provide the Advertiser with additional ad impressions beyond the contracted amount when excess inventory is available. Any such additional ad impressions will happily be free to the Advertiser.

### **Ad Creative**

AGORA is willing and able to produce creative needed for the different advertising placements. AGORA shall receive final approval from advertiser prior to publishing any creative.

If the advertiser provides ad creative, AGORA will have the right to refuse or request changes to any advertising for any reason including but not limited to: ad materials, improper links or improper format.

### **Advertiser Internet Presence**

Advertiser agrees to maintain a web site for the purpose of linking to their ad(s). It is the Advertisers' responsibility to submit a suitable alternative counter page if they expect outages at their main site.

### **Truth In Advertising / Indemnification For Liability**

The Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement and/or any material to which users can link through the Advertisement. The Advertiser warrants that the use, reproduction, distribution, or transmission of the Advertisement for the purpose of this Agreement will not violate any criminal laws, securities laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, image, or other proprietary or property right, false advertising, unfair competition, defamation, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify AGORA and to hold AGORA harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by AGORA arising out of or related to a breach of any of the foregoing representations and warranties or any other dispute or claim which may arise in relation to the advertising campaign.

### **Term and Compensation**

#### **Term and Compensation**

TERM: February 27, 2014 – February 27, 2015

FEES: \$CDN 50,000 + GST \*

- \$50,000 + GST to be paid via Shares For Services
  - \$12,500 + GST Shares For Services Upon Commencement February 27, 2014

- \$12,500 + GST Shares For Services at end of Third Month May 27, 2014
- \$12,500 + GST Shares For Services at end of Sixth Month August 27, 2014
- \$12,500 + GST Shares For Services at end of Ninth Month November 27, 2014

The deemed price of the securities to be issued will be determined after the date services are provided to advertiser in each period. In any case, the price of the securities must be in accordance with the requirements of the CSE at the time of issuance (Policy 6 – Distributions)

## **General**

All references to currency herein are to currency of Canada.

The rights and interests of the parties under this Agreement are not assignable.

Time is of the essence of this Agreement.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, personal representatives, heirs and assigns.

If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

The heading and section numbers appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

This Agreement shall be construed and enforced in accordance with, and the rights of the parties to this Agreement shall be governed by, the laws of Ontario and each of the parties hereby irrevocably attorn to the jurisdiction of the courts of Ontario.

This Agreement does not establish any partnership, joint venture, or other business entity or association between the parties.

This Agreement does not establish an investor relations relationship. This Agreement solely represents an online advertising agreement.

This Agreement shall supersede and replace any other agreement or arrangement, whether oral or written, heretofore existing between the parties in respect of the subject matter of this Agreement.

The parties shall promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance which may be reasonably necessary or advisable to carry out fully the intent of this Agreement.

This Agreement may be executed in as many counterparts as may be necessary and by facsimile or e-mail, each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to bear the date as of the day and year first above written.

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

Enertopia Corp.

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Authorized Signatory  
Position:

AGORA Internet Relations Corp.

George Tsiolis  
President