

**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**

June 2, 2014

**Item 3. News Release**

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

**Item 4. Summary of Material Change**

On June 2, 2014, the Company signed a 30 day contract for \$10,000 with TDM Financial to provide services for original video production, original coverage, network placement of video and article, article and video syndication, email distribution, and reporting.

**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 June 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): June 2, 2014

**ENERTOPIA CORP.**

(Exact name of registrant as specified in its charter)

<b>Nevada</b>	<b>000-51866</b>	<b>20-1970188</b>
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

**#950 – 1130 West Pender Street, Vancouver, British Columbia, Canada V6E 4A4**

(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (604) 602-1675

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Agreement**

On June 2, 2014, the Company signed a 30 day contract for \$10,000 with TDM Financial to provide services for original video production, original coverage, network placement of video and article, article and video syndication, email distribution, and reporting.

**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	<b>Agreement with TDM Financial dated May 31, 2014</b>
99.1	<b>Press Release dated June 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: June 2, 2014

Enertopia Corp.

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



PRESS RELEASE #201432

FOR IMMEDIATE RELEASE

JUNE 2, 2014

## **Enertopia Retains TDM Financial for Market Awareness**

**Vancouver, BC—Enertopia Corporation (ENRT) on the OTCBB and (TOP) on the CSE** (the "Company" or "Enertopia") is pleased to announce that it has retained TDM Financial to provide, marketing, outreach and management services. TDM Financial also owns and operates the CannabisFN website, a leading financial network serving the medical marijuana (MMJ) and cannabis industries.

"We are pleased to engage the services of TDM Financial as we continue to build a diverse and balanced shareholder base," said Robert McAllister, President / CEO of Enertopia Corporation. "TDM Financial's extensive network and IR management expertise will help us realize increased investor education and shareholder outreach through fully compliant and high-quality coverage on major financial news portals as we build upon our aggressive growth strategy."

"We are excited to be working with an early pioneer and thoughtful leader in the cannabis industry," said TDM Financial president Daniel Minton. "We look forward to communicating the company's growth strategy to the investment community and building a stable, long-term shareholder base."

Enertopia would like to acknowledge The U.S. House of Representatives in their bold and forward thinking Cannabis vote on Friday May 30th. Many in the industry predict that the amendment if passed by the Senate could significantly increase patient counts in most states, as they would no longer have to fear the federal government.

### **About Enertopia**

Enertopia's shares are quoted in Canada with symbol TOP and in the United States with symbol ENRT. For additional information, please visit [www.enertopia.com](http://www.enertopia.com) or call Clark Kent at 1.647.519.2646

This release includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, potential and financing of its medical marijuana projects, evaluation of clean energy projects, oil & gas projects, , competitive positions, growth opportunities, plans and objectives of management for future operations, including statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other

similar expressions that are forward-looking statements. Such forward-looking statements are estimates reflecting the Company's best judgment based upon current information and involve a number of risks and uncertainties, and there can be no assurance that other factors will not affect the accuracy of such forward-looking statements., foreign exchange and other financial markets; changes of the interest rates on borrowings; hedging activities; changes in commodity prices; changes in the investments and exploration expenditure levels; litigation; legislation; environmental, judicial, regulatory, political and competitive developments in areas in which Enertopia Corporation operates. The User should refer to the risk disclosures set out in the periodic reports and other disclosure documents filed by Enertopia Corporation from time to time with regulatory authorities. There is no assurance that the Senate will vote for the Cannabis amendment.

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

## **CannabisFN.com Market Defining Companies Agreement for ENRT**

This Service Agreement ("Agreement") is made and entered into this 31<sup>st</sup> day of May 2014 ("Effective Date"), by and between Emerging Growth, LLC doing business as TDM Financial ("TDMFinancial" or "TDMF"), having its principal place of business at 913 Wisconsin Ave Suite 204, Whitefish, MT 59937, and **Enertopia Corp.** ("Client"). TDMFinancial and Client may hereinafter be referred to as a "Party", and collectively as the "Parties".

### RECITALS

WHEREAS, TDMFinancial is in the business of providing marketing solutions and strategies and other Services (as such term is defined below);

WHEREAS, Client wishes to engage TDMFinancial to provide the Services subject to the terms and conditions of this Agreement; and

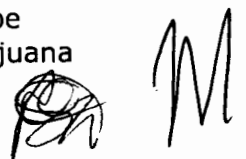
WHEREAS, TDMFinancial is willing to provide such Services to Client subject to the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

**A. SERVICES:** Commencing with the Effective Date hereof and continuing throughout a thirty (30) day Term per paragraph F. of this agreement, TDM Financial agrees to provide the following services to the Client (collectively, the "Services"):

### **Service Elements**

- **Original Video Production** – The TDMF team will conduct, produce, and edit a professional video interview segment with company management and incorporate existing b-roll video that the Client will review and approve.
- **Original Coverage** – The TDMF journalist team will write one (1) 500 to 1,000-word feature length article that incorporates the video interview to enhance its context and visibility. Article is designed to educate investors on Client's value proposition with respect to industry peers that Client will review and approve.
- **Network Placement of Video & Article** – Client video and article will be featured on TDMF's CannabisFN network, including CannabisFN, the Marijuana



Index and 420 Investor properties, and remain in rotation for the term of this agreement.

- **Article & Video Syndication** – Client article with embedded video will be distributed across all TDMF syndication channels, including leading financial outlets and portals like Yahoo! Finance, appearing inside the live news feeds of the Client's peer group stocks where available.
- **Email Distribution** – TDMF will create an email campaign that features the Client video and elements of the featured article and deliver it to 100,000 active opt-in industry investors that subscribe to SECFilings.com.
- **Reporting** – The TDMF team will provide Client a final report at the conclusion of the term of this agreement which will include audience reach, viewing, and engagement metrics of video and featured article w/video.

**B. Client Disclosure:** In connection with TDMFinancial's activities on the Client's behalf, the Client will cooperate with TDMFinancial and will furnish TDMFinancial with all information and data concerning the Client (the "Information") which TDMFinancial deems appropriate. The Client represents and warrants that all Information made available to TDMFinancial by the Client will, at all times during the period of engagement of TDMFinancial hereunder, be complete and correct in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made. The Client further represents and warrants that any projections provided by it to TDMFinancial will have been prepared in good faith and will be based upon assumptions, which, in light of the circumstances under which they are made, are reasonable. The Client acknowledges and agrees that, in rendering its services hereunder; TDMFinancial will be using and relying on the Information without independent verification thereof by TDMFinancial or independent appraisal by TDMFinancial of any of the Client's assets. TDMFinancial does not assume responsibility for any information regarding the Client. Finally, Client acknowledges and agrees in deciding to engage TDMFinancial that they have not relied upon any statements or written documents by TDMFinancial or any third party as to the possible results of this program.

**C. Video Ownership:** The video created under this agreement will be the sole property of the Client.

**D. Creative Approval and Ownership:** Our designers and developers will need regular and prompt access to the Client's design team to help with and to approve the design elements that this campaign produces. All materials created for this specific campaign will be the sole property of Client.

**E. Payment Terms:** In consideration for the Services provided by TDM Financial, Client will make one (1) cash payment, during the full term of this agreement, to TDM Financial totaling Ten Thousand Dollars (\$10,000.00).

Payment schedule will follow this outlined timeframe:

\$10,000            Due upon signing of agreement





**F. Term and Termination:** The term of the services outlined in paragraph A. per Agreement shall commence on the Effective Date set forth above and shall remain in effect for a period of thirty (30) days from that date. Either Party shall be entitled to terminate this agreement immediately by notice to the other party, in the event of the following:

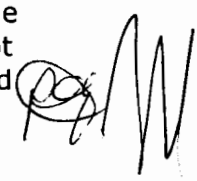
- a. If the other Party breaches any material provision hereof and does not cure such breach within ten (10) days of receipt of notice thereof from the other party; or
- b. If the other Party becomes bankrupt, is placed into the hands of a trustee, receiver, or manager on behalf of creditors as to the whole or a substantial part of its business, makes an assignment for the benefit of creditors, or ceases to carry on business.

**G. Acceptance:** TDMFinancial reserves the rights, in its sole discretion and without liability, to reject, omit or exclude any third party creative content for any or no reason at any time, with or without notice to the Client and regardless of whether such content was previously accepted or published. It is TDMFinancial's policy not to accept content, or content linked to pages, that contain material that is, in TDMFinancial's sole discretion, obscene or pornographic, encourages criminal behavior, violates normal standards of fairness and good taste, is detrimental to the public interest, or is otherwise inappropriate or incompatible with TDMFinancial. TDMFinancial is the final judge as to these terms and the application of this policy.

**H. Indemnification:** In addition to any other rights or remedies that TDMFinancial may have at law or in equity, Client agrees to save, defend, indemnify and hold TDMFinancial and its officers, directors and agents harmless against any expense or loss by reason of any claim arising out of or in connection with this Agreement, including without limitation any damages resulting from online publication and display of the content regardless of any actual or constructive knowledge thereof.

**I. Reporting:** TDMFinancial shall make available in writing or electronically a final campaign report, which will include impressions, clicks and yield percentages or as otherwise specified by the Client.

**J. Limitation on Liability:** In no event will TDMFinancial or its directors, officers, employees, shareholders, affiliates, or agents be liable for special, indirect, incidental, consequential or reliance damages, including but not limited to, loss of data, loss of use, or loss of profits arising hereunder or from the provision of service, however caused, whether for breach of contract, or under any other legal theory, whether foreseeable or not, and notwithstanding the failure of essential purpose of any limited remedy. Client agrees that these limitations of liability are reasonable and are agreed allocations of risk and are reflected in the fees agreed upon by the Parties. TDMFinancial shall not be liable for any costs arising from the failure to display content, delays in delivery and/ or non-delivery in the event of network difficulties or electronic malfunction affecting production or delivery in any manner. TDMFinancial is not liable for errors in content or omissions in any creative or content materials provided by Client. TDMFinancial's total liability arising out of this agreement or the services provided hereunder, whether based on contract, tort or otherwise, will not exceed the lesser of (1) the amount paid to TDMFinancial for the services rendered



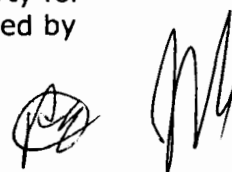
within the term of this agreement (see section A.) on Client's or Agent's behalf or (2) \$10,000.

**K. TDM Financial Warranties and Representations:** Except as otherwise described in this Agreement, TDMFinancial disclaims all warranties and representations of any kind, whether expressed or implied. TDMFinancial makes no representations or warranties to Client that the performance of its services and its other actions under this Agreement will produce any level of profit or business or that any defined action will lead to further economic benefit for Client.

**L. Force Majeure:** TDMFinancial is not liable for delays in delivery and/or non-delivery in the event of an Act-of-God, action by any government or quasi-governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slow-down or any condition beyond the control of TDMFinancial affecting production or delivery in any manner.

**M. Confidentiality:** The term "Confidential Information" will mean any confidential, nonpublic or proprietary information concerning each Party's products and services including information concerning each Party's partnerships, marketing plans or strategies, technology, customer or contact lists, relationships with third-party companies or any other information in which the Parties should reasonably know is confidential or proprietary. Each Party covenants and agrees that they will not disclose Confidential Information to any third party (except parents, affiliates or subsidiaries with a reasonable need to know provided each parent, affiliate, or subsidiary agrees to be bound by this provision prior to disclosure), copy, use or modify Confidential Information received from the disclosing party for any purpose not authorized by the disclosing Party. This covenant shall be enforceable during the term of this Agreement and shall continue to remain enforceable after the termination of this Agreement for a period of 2 years.

**N. Dispute Resolution:** If any dispute arises under this Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the following location: State of California, Los Angeles County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the Parties agree to submit the dispute to binding arbitration in the following location: State of California, Los Angeles County. The Parties agree that the binding arbitration will be conducted under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with proper jurisdiction. Notwithstanding anything to the contrary contained herein, if Client does not make all payments described in paragraph E hereof, the Parties agree that TDMFinancial may elect to resolve any nonpayment dispute by submission to a court located in the State of California, Los Angeles County. If any litigation or arbitration is absolutely necessary to enforce this Agreement or the terms thereof, the prevailing Party shall be entitled to reimbursement by the other Party for reasonable attorneys' fees, costs and expenses. This Agreement will be governed by the laws of the State of California.



**O. No Assignment:** Neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party; provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of all or substantially all the business of a Party (For purposes of this section, Accelerize Financial or the Online Marketing Services division of TDMFinancial is considered "the business") may acquire its rights and obligations hereunder. Any prohibited assignment shall be null and void.

**P. Severability:** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**Q. Entire Agreement; Modification:** This constitutes the entire agreement between the parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties. Conditions, other than rates, are subject to change by TDMFinancial without notice. No conditions other than those set forth herein and in the Insertion Order shall be binding on TDMFinancial unless specifically agreed to in writing by TDMFinancial. TDMFinancial will not be bound by conditions printed or appearing on order blanks or copy instructions which conflict with the provisions set forth herein and in the Insertion Order.

**R. Agreement in Counterparts:** This agreement may be signed by Client and TDMFinancial in counterparts, and facsimile signatures shall have the same force and effect as an original signature. The Parties hereby acknowledge that they have read and understand this Agreement, and its Exhibits, Schedules, and Addenda if any, as attached hereto and incorporated by reference, and agree to be bound by all the provisions, terms, and conditions as specified herein.

In witness whereof, and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Enertopia Corp**



Authorized Signature

Robert McAllister

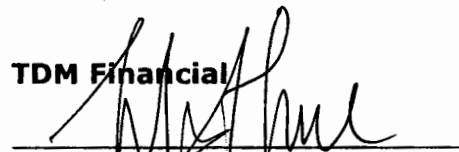
Printed Name

President      May 31/2014

Title

Date

**TDM Financial**



Authorized Signature

Frank J. Lane

Printed Name

VP

Title

5/27/14

Date