

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 27, 2011

Item 3. News Release

The Company did disseminate a news release through Newswire.ca on June 27, 2011. The Company announced the material change by filing a Form 8-K with the Securities and Exchange Commission on June 27, 2011.

Item 4. Summary of Material Change

On June 27, 2011, the Company entered into a non-exclusive 12 month agreement with IBK Capital Corp. to assist with raising capital of up to \$3million. IBK Capital Corp. will be paid a work fee of \$25,000 (refundable upon the successful raising of capital) plus \$3,500 costs. IBK Capital Corp. will be paid 8.5% cash commission and 8.5% common share purchase warrants on funds raised.

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, President of the Company, at 250.765.6422

Item 8. Date of Report

DATED June 27, 2011.

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 27, 2011

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) 602-1633

(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 1.0 Entry into a Material Definitive Agreement

On June 27, 2011, the Company entered into a non-exclusive 12 month agreement with IBK Capital Corp. to assist with raising capital of up to \$3million. IBK Capital Corp. will be paid a work fee of \$25,000 (refundable upon the successful raising of capital) plus \$3,500 on out of pocket costs. IBK Capital Corp. will be paid 8.5% cash commission and 8.5% common share purchase warrants on funds raised.

Item 7.01 Regulation FD Disclosure

On June 27, 2011, the Company announced the Agreement with IBK Capital Corp.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits.

Exhibit No.	Description
10.1	Agreement between IBK Capital and the Company dated June 27, 2011.
99.1	News Release dated June 27 2011

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 28, 2011

Enertopia Corp.

By: "Robert McAllister"

Robert G. McAllister

President and Director



Trading Symbol: ENRT: OTCBB

TOP: CNSX

PRESS RELEASE #201122

FOR IMMEDIATE RELEASE

JUNE 27, 2011

Not for distribution to United States news wire services or for dissemination in the United States

Enertopia Engages IBK Capital Corp

(Vancouver, BC: June 27, 2011) - Enertopia Corp. (the "Company" or "Enertopia") has entered into a one-year engagement with IBK Capital Corp. with an objective of raising working capital via private placements.

The Company previously announced on June 13, 2011, the expected first tranche of this financing as 2,500,000 units at CDN \$0.20 per unit to raise gross proceeds of up to CDN\$500,000 (the "Private Placement"). Each unit will consist of one common share in the capital of the Company and one non-transferable share purchase warrant, each full warrant entitling the holder to purchase one additional common share in the capital of the Company for a period of two years from the date of issuance, at a purchase price of CDN\$0.30 per share.

The Company will pay broker commissions of 8.5% in cash and 8.5% in warrants in connection with the Private Placement. Certain directors, officers and insiders of the Company may participate in the Private Placement.

The securities issued will be subject to a hold period in Canada of four months and one day, or for any resales into the USA under Rule 144, six months and one day. Proceeds of the Private Placement will be used for general working capital. 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. For additional information, please visit www.enertopia.com or call Robert McAllister, President, Enertopia Corporation at 1.250.765.6422

Media Contact:

Pat Beechinor, Media Relations, Enertopia Corporation
403.463.4119 or beechinor@utopia2030.com

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. 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 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. Forward-looking statements include, but are not limited to, statements regarding potential reserves, exploration results, development or production programs, capital and operating expenditures, future revenue estimates, ability to produce or concentrate, availability of future financing and future plans and objectives of Enertopia Corporation. Actual results relating to, among other things, reserves, results of exploration, capital costs, corporate finance, and operation costs could differ materially from those currently anticipated in such statements. Some but not all of the factors affecting forward-looking statements include: the speculative nature of mining exploration, production and development activities; changes in reserve estimates; the productivity of Enertopia's proposed properties; changes in the operating costs; changes in economic conditions and conditions in the resource, 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; technological, and mechanical and operational difficulties encountered in connection with Enertopia's exploration and development activities. 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. The Company's evaluation of alternative energy projects in the heat recovery, solar thermal, solar PV and water purification; and of resource projects provides no assurance that any particular project will have any material effect on the Company. There is no assurance that any mineral property or exploration thereof, will have any measurable impact upon the Company, nor that any other projects will ever be acquired subject to further evaluation, or, if any project is acquired, that it will have any material effect upon the Company. There is no assurance that the Company will be successful in completing any anticipated financing.

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

IBK Capital Corp.

The Exchange Tower
130 King Street West
P.O. Box 451, Suite 640
Toronto, Ontario (Canada)
M5X 1E4

Tel. (416) 360-4505 Fax. (416) 360-8513
www.ibkcapital.com

June 23, 2011

Mr. Chris Bunka
Chief Executive Officer
Enertopia Corporation
Suite 950, 1130 West Pender Street
Vancouver, BC V6E 4A4

Dear Chris:

In accordance with our recent discussions, IBK Capital Corp. ("IBK Capital") will endeavour to obtain for Enertopia Corporation ("Enertopia" or the "Company"), on terms and conditions acceptable to the Company, a private placement of up to \$3.0 million of units of common shares and common share purchase warrants (the "Units") or some other acceptable financing arrangement (the "Financing").

1. Fees and Expenses

The Company agrees to pay IBK Capital the following fees:

A non-refundable work fee of \$25,000 (the "Work Fee"), \$12,500 payable upon signing of this agreement and the balance within 30 days:

On the closing date thereon a commission equal to 8.5% of the total amount of the Financing (the "Commission"). In addition, Enertopia agrees to issue to IBK Capital common share purchase warrants of the Company ("Warrants"). The number of Warrants to be issued to IBK Capital will be equal to 8.5% of the total number of Units issued by the Company under the Financing. One Warrant entitles the holder to acquire one common share of the Company at a price equal to the price of the common share purchase warrant included in the Unit for a period of two years from the closing date of the Financing.

The Work Fee is paid to IBK Capital to partially defray its upfront internal costs of providing the services contemplated by this agreement and is not success based and is not refundable in any circumstances. The Work Fee will however be deductible from the Commission that is payable if the Financing, or any portion thereof, is completed.

The Company also agrees to pay IBK Capital for any reasonable out-of-pocket expenses incurred in connection with its activities hereunder. An expense advance of \$3,500 is payable upon the signing of this agreement. This advance will be primarily used for office services including long distance charges, printing, postage and other related expenses. Any expense in excess of the \$3,500 expense advance is to be approved in writing by the Company in advance. IBK Capital will on request provide the Company with a periodic accounting of all expense advances made by the Company, and will refund any unused portion of the expense advance.

CB

2. Term

The appointment of IBK Capital pursuant to this agreement will be effective from the date first written above and will continue for twelve months. This agreement may, however, be terminated by the Company or extended by IBK Capital or the Company, upon 30 days notice in writing or otherwise to the other party. It is understood that in the event of the termination or expiry of this agreement, IBK Capital retains the right to be paid any out-of-pocket expenses incurred by it and due to it pursuant to section 1 above, on or before the date of such termination or expiry.

3. Information

The Company will furnish to IBK Capital the most up to date information concerning the Company and its assets as is available. All such information (the "Information") will be kept confidential by IBK Capital, except such of the Information as has been made public by the Company.

4. Indemnification

The Company agrees to notify IBK Capital promptly of any assertion against it or any other person of any claim or the commencement of any action or proceeding relating to any transaction contemplated by this agreement.

The Company agrees to indemnify and hold harmless IBK Capital, its directors, employees, agents and controlling persons (each being an "Indemnified Party") from and against any and all losses, claims, damages, liabilities and expenses, joint or several to which such Indemnified Party may become subject under any applicable Canadian Federal or Provincial law which are caused by or arise out of (i) any untrue statement or alleged untrue statement of a material fact contained in the Information or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which they were made, or (ii) any transaction contemplated under this agreement or IBK Capital's providing the services to the Company pursuant to this agreement. However, such indemnity will not apply under this clause to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court to have resulted primarily from the gross negligence or bad faith of IBK Capital in rendering the services to the Company pursuant to this agreement.

In the event IBK Capital appears as a witness in any action brought against the Company in which an Indemnified Party is not named as a defendant, the Company agrees to reimburse IBK Capital for all reasonable expenses incurred by it in connection with so appearing and to compensate IBK Capital in an amount to be mutually agreed upon.

5. Jurisdiction

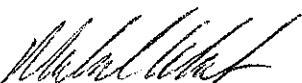
The terms of this agreement shall be interpreted by and construed in accordance with and governed by the laws of the Province of Ontario.

A handwritten signature in black ink, appearing to be the initials 'CB' or similar, located in the bottom right corner of the page.

If the foregoing terms correctly set forth the terms of the agreement between the Company and IBK Capital, please confirm this by signing and returning to IBK Capital the duplicate copy of this letter.

Yours very truly,

IBK CAPITAL CORP.

By 
Michael F. White
President

Accepted as of the date first written above:

ENERTOPIA CORPORATION

By 
Chris Bunka
Chief Executive Officer