

AMENDING AGREEMENT

NORTHWEST TERRITORIES URANIUM PROPERTIES

THIS AMENDING AGREEMENT is dated effective the 30th day of June, 2010.

BETWEEN: NORTHERN LIGHTS RESOURCES CORP., (“NLR”)
Suite 1210, 675 West Hastings St., Vancouver, B.C. V6B 1N2

AND: PETER RISBY and 7606 YUKON LTD. (together the “Vendor”)
Suite 2201, 16 Country Village Bay N.E., Calgary, Alberta

WHEREAS the parties previously entered into a Mineral Property Purchase and Sale Agreement dated effective January –, 2010 (the “**Agreement**”) whereby NLR agreed to acquire from the Vendor certain mineral claims within the Northwest Territories;

AND WHEREAS the parties have agreed to amend the Agreement in accordance with the terms hereof,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10 now paid by each party to the other, the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties agree as follows,

1. In this amending agreement, capitalized terms, unless otherwise defined, have the meanings ascribed thereto in the Agreement.
2. In recognition of the sale by NLR to the Vendors of certain camp equipment and assets owned by NLR for the negotiated sum of \$30,000, which amount the parties have agreed will be offset against the consideration to be paid by NLR to the Vendors under the Agreement, the parties agree that section 2.1 of the Agreement is amended by changing the consideration payable, so as to read as follows:

“2.1 The Vendor hereby sells, transfers and assigns to NLR all of the Vendor’s right, title and interest in and to the Property for and in consideration of NLR paying an aggregate \$127,500 (the “**Purchase Price**”) to the Vendor, by way of 30 monthly payments comprising of 12 payments of \$3,000 per month commencing on the closing an initial public offering by NLR on the CNSX exchange; and thereafter 18 payments of \$5,083.33 per month; payable on or before the fifth day of each applicable month; provided that NLR may accelerate the payments and pay the whole of the Purchase Price prior to expiry of the said 30 months.”

3. In recognition of the sale by NLR to the Vendors of such camp equipment and assets, the parties agree that section 2.2 of the Agreement is hereby deleted in its entirety.
4. Other than such incidental changes as may be necessary to give effect to the foregoing, the Agreement remains in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first above written.

Signed in the presence of:

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Witness

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PETER RISBY

NORTHERN LIGHTS RESOURCES CORP.
By Its Authorized Signatory:

A.R. Simke



**NORTHERN LIGHTS
RESOURCES CORP.**

Phone: 604-602-7166 Fax: 604-602-7180

Sale Agreement for Camp Assets and Equipment

June 30, 2010

Attention: Mr. Peter Risby and 7606 Yukon Ltd. (the "Purchasers")

This letter serves as an agreement and sales receipt pertaining to the purchase and sale of Northern Lights Resources Corp. (NLR) camp assets and equipment located in a unit of North Star Mini Storage at the address of 105 Platinum Road, Whitehorse and located on Yukon Claim YK -3 (collectively the "Equipment").

Under this agreement NLR sells to Mr. Peter Risby and 7606 Yukon Ltd (located at Suite 2201, 16 Country Village Bay N.E. Calgary Alberta) the Equipment for the amount of \$30,000.00, which amount is to be applied to and offset against the amount owed by NLR to the Purchasers of \$157,500 negotiated in January 2010 as a settlement value.

NLR confirms it has paid annual maintenance costs for the Yukon Claim for one year as of June 15, 2010 for and on behalf of Mr. Peter Risby and 7606 Yukon Ltd.

NLR confirms it has or will pay the monthly rental amount to North Star Mini Storage until the end of September of 2010. All storage costs thereafter will be the responsibility of the Purchasers.

The Equipment is being sold on an "as-is, where-is" basis, and NLR gives no representation or warranty as to the status, quality or suitability-for-use of the Equipment. The Purchasers will be responsible for all costs relating to re-selling any or all of the Equipment and moving and cleaning up of the camp located on Yukon Claim YK-3. Risk of damage and loss hereby transfers to the Purchasers effective as of the date hereof.



PETER RISBY

NORTHERN LIGHTS RESOURCES CORP.
By Its Authorized Signatory:



**NORTHERN LIGHTS
RESOURCES CORP.**

Phone: 604-602-7166 Fax: 604-602-7180

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PETER RISBY

NORTHERN LIGHTS RESOURCES CORP.
By Its Authorized Signatory:



MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

NORTHWEST TERRITORIES URANIUM PROPERTIES

THIS AGREEMENT is dated effective the ____ day of January, 2010.

BETWEEN: NORTHERN LIGHTS RESOURCES CORP.,
Suite 1210, 675 West Hastings St., Vancouver, B.C. V6B 1N2

("NLR")

AND: PETER RISBY and 7606 YUKON LTD.
Suite 2201, 16 Country Village Bay N.E., Calgary, Alberta T5K 5Y9

(together the "Vendor")

WHEREAS the parties previously entered into a Mineral Property Purchase and Sale Agreement dated effective March 24, 2007 as amended by Amending Agreements dated November 2007, July 30, 2008, and January 5, 2009 (collectively the "Former Agreement") whereby NLR agreed to acquire from the Vendor up to 2,180 mineral claims within the Northwest Territories;

AND WHEREAS the parties have agreed to enter into this Agreement to replace and supersede the Former Agreement, and to provide the terms and conditions by which NLR will purchase the Property (as defined herein) from the Vendor, and by which the Vendor will sell the same to NLR,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of \$10 now paid by each party to the other, the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties agree as follows,

1. DEFINITIONS

1.1 In this Agreement and in the Schedules and the recitals hereto:

"Property" means those 92 mineral claims, as more particularly described in Schedule "A" hereto, together with all prospecting, research, exploration, exploitation, operating and mining permits, licences and leases associated therewith, mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licence or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such mineral claims (including, without limitation, any claims or interest issued to cover any internal gaps or fractions in respect of such ground).

2. ACQUISITION AND DISPOSITION OF THE PROPERTY

2.1 The Vendor hereby sells, transfers and assigns to NLR all of the Vendor's right, title and interest in and to the Property for and in consideration of NLR paying an aggregate \$157,500 (the "Purchase Price") to the Vendor, by way of 21 equal monthly payments of \$7,500 per month, payable on or before the fifth day of each month, commencing July 2010 and ending March 2012, (provided that NLR may accelerate the payments and pay the Purchase Price prior to February 2012).

2.2 As security for the payments in section 2.1 above, NLR hereby charges and grants to the Vendor a security interest in all of NLR's right, title and interest in and to all the camp equipment presently owned or held by NLR, (as presently situated in storage in Whitehorse, Yukon) and all proceeds thereof and therefrom (all of which is hereinafter collectively called the "Security").

2.2 As security for the payments in section 2.1 above, NLR hereby charges and grants to the Vendor a security interest in all of NLR's right, title and interest in and to all the camp equipment presently owned or held by NLR, (as presently situated in storage in Whitehorse, Yukon) and all proceeds thereof and therefrom (all of which is hereinafter collectively called the "Security").

3. REPRESENTATIONS AND COVENANTS OF THE PARTIES

3.1 The Vendor hereby represents and covenants to NLR that:

- (a) it has the full power, capacity and authority to enter into and perform his obligations under this Agreement and any agreement or instrument referred to or contemplated herein;
- (b) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (c) each of the mineral claims comprising the Property (i) has been or will be duly and validly staked and recorded with the applicable mining authority pursuant to all applicable laws and regulations; (ii) is accurately described in Schedule "A" hereto; (iii) is and will be in good standing until the dates stated in Schedule "A" hereto; and (iv) are free and clear of all liens, charges, royalties and encumbrances;
- (d) it is the registered, legal and beneficial owner of title to the claims comprising the Property; such claims are properly and validly recorded in the name of the Vendor; and there are no adverse claims or challenges against or to the ownership or title to such mineral claims, nor to the best of its knowledge is there any basis therefor;
- (e) there are no outstanding agreements or options to acquire or purchase an interest in any of the Property, or to explore, develop or exploit any part thereof, and no person has any royalty or other interest whatsoever in the Property or any production therefrom; and
- (f) there are no pending or threatened actions, suits, claims or proceedings regarding the Property or any portion thereof.

3.2 NLR hereby represents and covenants to the Vendor that:

- (a) it has the full power, capacity and authority to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated herein; and
- (b) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party.

3.3 The representations and warranties set out herein are conditions on which the parties have relied in entering into this Agreement and will survive any pending disposition of the Property to any third party, and each of the parties will indemnify and save the other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

4. CLOSING

4.1 Upon execution of this Agreement, the Vendor will transfer and deliver to NLR all records, maps, reports, drill core, documents, data, and files in the Vendor's possession or to which it may have access, relating to the Property.

4.2 Upon payment of the Purchase Price in full, the Vendor will do all things necessary to transfer title of the claims comprising the Property to NLR, and to have the same registered in the name of NLR or its nominee. Until the Purchase Price is paid in full, the Vendor will hold title to the Property in trust for NLR.

5. TERMINATION

5.1 Should NLR fail to pay any portion of the Purchase Price within the times set out herein, the Vendor may by notice to NLR terminate this Agreement and all of NLR's rights herein and to the Property.

6. SHARING OF AND CONFIDENTIAL NATURE OF INFORMATION

6.1 Each party agrees that all information obtained hereunder will be the exclusive property of the parties and not publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction or with the written consent of the other party, such consent not to be unreasonably withheld. Should NLR elect not to complete the purchase of the Property following its Due Diligence Review, it will return all information and materials provided to it by the Vendor; and all information gathered, created or reviewed by NLR during its Due Diligence Review will be and remain confidential and the sole property of the Vendor.

7. ASSIGNMENT OR DISPOSITION

7.1 Either party may at any time assign or transfer any or all of its interest herein, provided such assignee agrees to abide by and be bound by the terms of this Agreement in the same manner and to the same effect as if an original signatory hereto.

8. FORMER AGREEMENT

8.1 The parties acknowledge and agree that save and except for the obligations of the parties set forth herein:

- (i) the Former Agreement be and is hereby terminated and of no further force or effect;
- (ii) this Agreement supersedes and replaces the Former Agreement; and
- (iii) each party hereby waives and releases the other and all of its respective directors, officers, employees and agents from and against all of its rights and claims under the Former Agreement.

9. SETTLEMENT AND RELEASE

In consideration of the payment and delivery by NLR to the Vendor of the Purchase Price, in full, each party, for and on behalf of itself and each of their respective officers, directors, employees, agents, heirs and executors, *does hereby release and forever discharge* the other party (together with all of its officers, directors, employees, agents, heirs and executors) of and from any and all actions, causes of action, claims, suits, debts, contracts, counterclaims, demands, damages, costs, expenses and compensation of whatsoever nature and howsoever arising whether known or unknown and whether at law or in equity and to which it now has or at any time hereafter may have against the other in any way resulting or arising from any cause, matter or thing whatsoever existing up to the present time and in particular, but without restricting the generality of the

foregoing, of and from or in connection with the Former Agreement and all understandings, relationships, representations, covenants, penalties, and commitments (contractual or otherwise) between the parties, arising under the Former Agreement, including all outstanding amounts owing by NLR to the Vendors.

10. NOTICES

10.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by the delivery of the same or by mailing the same by prepaid registered or certified mail or by sending the same by facsimile, e-mail or other similar form of communication, in each case addressed to the address first listed above or the following facsimile numbers or e-mail addresses:

- (a) If to NLR at fax: 604 602-7180; or email: rtimcke@shaw.ca
- (b) If to the Vendor at fax: _____; or email: peter.risby@hotmail.com

10.2 Any notice, direction or other instrument will:

- (a) if delivered, be deemed to have been given and received on the day it was delivered;
- (b) if mailed, be deemed to have been given and received on the fifth business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and
- (c) if sent by facsimile, email or other similar form of communication, be deemed to have been received by that party upon the sending party receiving electronic confirmation of delivery.

10.3 Any party may at any time give to the others notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address or addresses therein specified will be deemed to be the address of such party for the purposes of giving notice hereunder.

11. ARBITRATION

11.1 If any question, difference or dispute shall arise between the parties or any of them in respect of any matter arising under this Agreement or in relation to the construction here the same shall be determined by the award of one arbitrator. The decision of the arbitrator shall be made within 30 days after the selection. The expense of the arbitration shall be paid accordingly as the arbitrator shall decide in his award. The arbitration shall be conducted in accordance with the provisions of the *Commercial Arbitration Act* (British Columbia), as amended, and the decision of the arbitrator shall be conclusive and binding upon the parties. The rules and procedures for the arbitration shall be procedures established by the B.C. Arbitrators Institute. The place of arbitration shall be Vancouver, British Columbia, Canada.

12. GENERAL

13.1 The parties will execute such further and other documents and do such further and other things as may be necessary or convenient to carry out and give effect to the intent of this Agreement.

12.2 All references to moneys hereunder will be in funds of Canada unless otherwise specified. All payments to be made to the Vendor hereunder may be made by cheque, wire transfer or bank draft mailed or delivered to the Vendor at its address for notice purposes as provided herein, or wired or deposited for the account of the Vendor at such bank or banks in Canada as it may designate from time to time by notice to NLR.

12.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

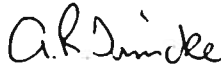
12.4 This Agreement shall constitute the entire agreement between the parties and, except as hereafter set out, replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise between the parties with respect to the subject matter herein.

12.5 This Agreement will be governed by and construed according to the laws of British Columbia and the laws of Canada applicable therein. All actions arising from this Agreement will be commenced and maintained in the Supreme Court of British Columbia.

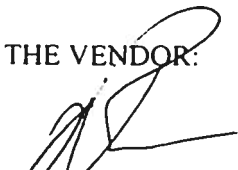
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

NORTHERN LIGHTS RESOURCES CORP.

By Its Authorized Signatory:



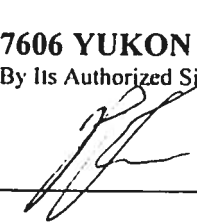
THE VENDOR:



PETER RISBY

7606 YUKON LTD.

By Its Authorized Signatory:



SCHEDULE "A"

PROPERTY

Claim Group	Claim Number	District	Claim Name	Expiry Date
YK I	YC73441	Yukon		
YK	YC73222	Yukon		
YK3	Camp	Yukon		
YK4 – YK83	YC73443-YC73522	Yukon		

Mac 21	KO7678	NWT	Mac 47	KO7687
Mac 17	KO7673	NWT	Mac 48	KO7686
Mac 19	KO7676	NWT	Mac 49	KO7688
Mac20	KO7677	NWT		
Mac 22	KO7679	NWT		
Mac 46	KO7675	NWT		