FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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FILER

Big Bear Mining Corp.
CIK:**1354213**| IRS No.: **000000000** | State of Incorp.:**NV** | Fiscal Year End: **1231**
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SIC: **1400** Mining & quarrying of nonmetallic minerals (no fuels)

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)
[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **June 30, 2011**

or

[ ] TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number **001-32904**

BIG BEAR MINING CORP.
(Exact name of registrant as specified in its charter)

Nevada	**20-4350483**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)
60 E Rio Salado Parkway, Suite 900, Tempe, Arizona	**85281**
(Address of principal executive offices)	(Zip Code)

480.253.0323
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
[X] YES [ ] NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).
[ ] YES [ ] NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a small reporting company. See the definitions of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer [ ]	Accelerated filer [ ]
Non-accelerated filer [ ](Do not check if a smaller reporting company)	Smaller reporting company[X]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act

[ ] YES [X] NO

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PRECEDING FIVE YEARS

Check whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Exchange Act after the distribution of securities under a plan confirmed by a court.

[ ] YES [ ] NO

APPLICABLE ONLY TO CORPORATE ISSUERS

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.
89,180,000 common shares issued and outstanding as of August 18, 2011

PART I - FINANCIAL INFORMATION

Item1. Financial Statements

These consolidated financial statements have been prepared by our company without audit, pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been omitted in accordance with such SEC rules and regulations. In the opinion of management, the accompanying statements contain all adjustments necessary to present fairly the financial position of our company as of June 30, 2011, and our results of operations, and our cash flows for the three and six month period ended June 30, 2011 and 2010, and the period from inception through June 30, 2011. The results for these interim periods are not necessarily indicative of the results for the entire year. The accompanying financial statements should be read in conjunction with the financial statements and the notes thereto filed as a part of our company's Form 10-K.

BIG BEAR MINING CORP.
(AN EXPLORATION STAGE COMPANY)
CONSOLIDATED BALANCE SHEETS

ASSETS

	June 30, 2011 (Unaudited)	December 31, 2010
Current assets:		
Cash and cash equivalent	$ 3,364	$ 220,851
Restricted cash	-	54,200
Prepaid expenses	12,436	26,981
Total current assets	15,800	302,032
Equipment, net	1,715	2,445
Mineral properties	663,400	538,000
Total assets	$ 680,915	$ 842,477
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 25,797	$ 8,412
Accounts payable – related party	105,921	109,933
Total current liabilities	131,718	118,345
Other liability	23,615	23,615
Total liabilities	155,333	141,960
COMMITMENTS		
STOCKHOLDERS' EQUITY		
Common stock, $.001 par value, 1,500,000,000 shares authorized, 86,180,000 and 81,890,000 shares issued and outstanding as at June 30, 2011 and December 31, 2010 respectively	86,180	81,890
Additional paid-in-capital	3,105,520	2,666,410
Deficit accumulated during the exploration stage	(2,666,118)	(2,047,783)
Total stockholders' equity	525,582	700,517
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 680,915	$ 842,477

See accompanying notes to financial statements

BIG BEAR MINING CORP.
(AN EXPLORATION STAGE COMPANY)
CONSOLIDATED STATEMENTS OF OPERATIONS
For the Three and Six Months Ended June 30, 2011 and 2010
and the Period from April 14, 2005 (Inception) through June 30, 2011
(Unaudited)

	Three Months ended June 30, 2011	Three Months ended June 30, 2010	Six Months ended June 30, 2011	Six Months ended June 30, 2010	Inception through June 30, 2011
Expenses:					
General and administrative	$ 81,148	$ 78,784	$ 174,515	$ 86,152	$ 506,372
Consulting and management	241,053	166,945	372,609	166,945	1,147,685
Mineral exploration	3,688	16,962	71,250	16,962	1,012,923
Net loss from operations	(325,889)	(262,691)	(618,374)	(270,059)	(2,666,980)
Other income:					
Interest income	13	151	39	151	862
Net loss	$ (325,876)	$ (262,540)	$ (618,335)	$ (269,908)	$ (2,666,118)
Net loss per share:					
Basic and diluted	$ (0.00)	$ (0.00)	$ (0.01)	$ (0.00)	
Weighted average shares outstanding:					
Basic and diluted	84,165,311	109,609,341	83,033,941	124,198,619	

See accompanying notes to financial statements

BIG BEAR MINING CORP.
(AN EXPLORATION STAGE COMPANY)
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Six Months Ended June 30, 2011 and 2010
and the Period from April 14, 2005 (Inception) through June 30, 2011
(Unaudited)

	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Inception through June 30, 2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (618,335)	$ (269,908)	$ (2,666,118)
Adjustment to reconcile net loss to cash used in operating activities			
Shares issued for services	120,000	130,500	628,500
Depreciation expense	730	-	1,205
Changes in operating assets and liabilities:			
Restricted cash	54,200	-	-
Prepaid expenses	14,545	(28,467)	(12,436)
Accounts payable	17,385	(10,279)	25,797
Accounts payable – related party	(4,012)	-	105,921
Other liability	-	-	23,615
CASH FLOWS USED IN OPERATING ACTIVITIES	(415,487)	(178,154)	(1,893,516)
CASH FLOWS FROM INVESTING ACTIVITIES			
Acquisition of equipment	-	-	(2,920)
Acquisition of mineral properties	(52,000)	(43,000)	(345,000)
CASH FLOWS USED IN INVESTING ACTIVITIES	(52,000)	(43,000)	(347,920)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from sale of common stock	250,000	1,450,000	2,244,800
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES	250,000	1,450,000	2,244,800
NET CHANGE IN CASH	(217,487)	1,228,846	3,364
Cash, beginning of period	220,851	1,317	-
Cash, end of period	$ 3,364	$ 1,230,163	$ 3,364
SUPPLEMENTAL CASH FLOW INFORMATION			
Interest paid	$ -	$ -	$ -
Income taxes paid	$ -	$ -	$ -
NON-CASH INVESTING AND FINANCING ACTIVITIES			
Shares issued for mineral property acquisition	$ 73,400	$ 45,000	$ 318,400

See accompanying notes to financial statements

BIG BEAR MINING CORP.
(AN EXPLORATION STAGE COMPANY)
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2011
(Unaudited)

NOTE 1 - BASIS OF PRESENTATION

The accompanying unaudited consolidated interim financial statements of Big Bear Mining Corp. (the "Company") have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission ("SEC"), and should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company's registration statement filed with the SEC on Form 10-K. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year. Notes to the consolidated financial statements which would substantially duplicate the disclosure contained in the audited consolidated financial statements for the most recent fiscal year 2010 as reported in Form 10-K, have been omitted.

Certain 2010 balances have been reclassified to conform to 2011 presentation.

NOTE 2 – RESTRICTED CASH

Restricted cash of $54,200 as of December 31, 2010 consists of cash deposited by the Company with the Department of Environmental Quality of the State of Wyoming as reclamation cash bond. The full amount of $54,200 was repaid to the Company on March 1, 2011 when the cash bond was replaced by a surety bond.

NOTE 3 – MINERAL RIGHTS

Red Lake Properties, Ontario, Canada

Rubicon Option Agreement

Effective April 1, 2010, the Company entered into a property purchase option agreement (the "Rubicon Option Agreement") with Rubicon Minerals Corp. ("Rubicon") for the right and option to acquire from Rubicon up to 100% interest in a total of 14 mining claims (the "Rubicon Claims") in the Red Lake Mining Division of Northwestern Ontario, Canada. Considerations for the 100% interest are as follows:

- Initial cash payment of $20,000 (paid);
- Cash payment of $15,000 (paid) and issuance of common shares of the Company valued at $30,000 on April 1, 2011 (333,333 shares approved for issuance on April 5, 2011, valued at $0.09 per share which was the closing trading price on March 31, 2011);
- Cash payment of $20,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2012;
- Cash payment of $25,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2013; and
- Cash payment of $30,000 on April 1, 2014.

In accordance with the Rubicon Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Rubicon Option Agreement is in good standing as of June 30, 2011 and the date of this filing.

Sol d'or Option Agreement

Effective April 11, 2010, the Company entered into a property purchase option agreement (the "Sol d'or Option Agreement") with Rubicon Minerals Corp. ("Rubicon"), whereby the Company is entitled to acquire from Rubicon up to 100% interest in nine claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $16,000 (paid) and issuance of 20,000 shares of the Company's common stock (issued);
- Cash payment of $15,000 (paid) and issuance of 20,000 shares of the Company's common stock on April 11, 2011 (approved for issuance on April 11, 2011, valued at $2,000);
- Cash payment of $20,000 and issuance of 20,000 shares of the Company's common stock on April 11, 2012;
- Cash payment of $25,000 and issuance of 20,000 shares of the Company's common stock on April 11, 2013; and
- Cash payment of $35,000 on April 11, 2014.

In accordance with the Sol d'or Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Sol d'or Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

Stevens Lake Option Agreement

Effective April 13, 2010, the Company entered into a property purchase option agreement (the "Stevens Lake Option Agreement") with Rubicon Minerals Corp. ("Rubicon"), whereby the Company is entitled to acquire up to 100% interest in three claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the Property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $7,000 (paid) and issuance of 20,000 shares of the Company's common stock (issued);
- Cash payment of $12,000 (paid) and issuance of 20,000 shares of the Company's common stock on April 13, 2011 (approved for issuance on May 6, 2011, valued at $1,400);
- Cash payment of $15,000 and issuance of 20,000 shares of the Company's common stock on April 13, 2012;
- Cash payment of $20,000 and issuance of 20,000 shares of the Company's common stock on April 13, 2013; and
- Cash payment of $30,000 on April 13, 2014.

In accordance with the Stevens Lake Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Stevens Lake Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

The Company must meet the following work commitments on the Red Lake properties each year:

Claims	Amount
Rubicon Claims	$ 56,400
Sol d'or Claims	41,200
Stevens Lake Claims	9,600
Total	$ 107,200

From April 1, 2010 (inception of the first Red Lake option agreement) to June 30, 2011, the Company incurred total exploration costs of $178,000 on the three Red Lake mineral interests, which met the work commitments required by the government of Ontario.

Rattlesnake Property, Wyoming, USA

Rattlesnake Hills Option Agreement

Effective August 2, 2010 the Company entered into a property purchase option agreement (the "Rattlesnake Hills Option Agreement") with John Glasscock, a director of the Company, whereby the Company is entitled to acquire up to 100% interest in 452 mineral claims located in Natrona County, Wyoming. Considerations for the 100% interest in the claims are as follows:

- Initial cash payment of $250,000 (paid);
- Issuance of 1,000,000 shares of the Company's common stock within 30 days of the agreement (issued);
- Issuance of second 1,000,000 shares of the Company's common stock on or before the first anniversary of the agreement (approved for issuance on August 11, 2011);
- Issuance of third 1,000,000 shares of the Company's common stock on or before the second anniversary of the agreement;
- Payments for all property costs which include annual lease payments estimated at $63,000 required by the State of Wyoming (2010 payments were made).

In accordance with the Rattlesnake Hills Option Agreement, Mr. Glasscock retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000.

The work commitment on Rattlesnake Hills Property in accordance with the Option Agreement is $800,000 during the first year, $1,200,000 by August 2, 2012 and $1,600,000 by August 2, 2013. The terms for the work commitment were amended on July 19, 2011, whereby the second year's work commitment of $1,200,000 was extended by 90 days to October 31, 2012, and the first year commitment was reduced to $652,724. In relation with the amendment 1,500,000 shares of the Company's common stock were authorized for issuance to Mr. Glasscock on August 11, 2011.

The Rattlesnake Hills Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

From August 2, 2010 (inception of the Rattlesnake Option Agreement) to June 30, 2011, the Company incurred total exploration costs of $784,170 on the Rattlesnake mineral interest.

The Company has recorded a liability for the estimated reclamation costs from the initial work performed on the Rattlesnake property. The liability was estimated to be $23,615 at June 30, 2011 and December 30, 2010.

Lewiston Property, Wyoming, USA

Effective May 10, 2011, the Company entered into a property purchase option agreement (the "Lewiston Property Option Agreement") with Golden Predator Mines US Inc. ("GPMUS"), a private Nevada corporation, whereby the Company is entitled to acquire 100% interest in mineral claims located in the Lewiston Mining District, Fremont Co., Wyoming. Considerations for the 100% interest in the claims are as follows:

- Cash payments of $200,000 as follows:
  - $40,000 by March 29, 2012 ($10,000 paid as non-refundable deposit):
  - $40,000 by March 29, 2013;
  - $40,000 by March 29, 2014;
  - $80,000 by March 29, 2015;

_ Issuance of 1,100,000 shares of the Company's common stock as follows:

o 500,000 shares by May 15, 2011 (approved for issuance on May 9, 2011, valued at $40,000)
o 200,000 shares by each of March 29, 2012, 2013 and 2014;

_ Incur exploration expenditures of $1,000,000 as follows:

o $100,000 by March 29, 2012;
o $200,000 by March 29, 2013;
o $500,000 by March 29, 2014;
o $200,000 by March 29, 2015;

In addition to above consideration, pursuant to the option agreement the Company will make payments for all taxes and mining claims fees and other charges required to maintain the Lewiston Property in good standing. Annual property taxes are estimated to be $28,275 and annual lease payments are estimated to be $8,500.

Upon conveyance of the Lewiston claims, GPMUS will retain an incremental sliding scale interest in net smelter returns of between 3% to 5%, which will be contingent upon the price of gold.

NOTE 4 – RELATED PARTY TRANSACTIONS

During the six months ended June 30, 2011, the Company paid management fees of $60,000 to the President of the Company, incurred management fees of $60,000 to the Company's Vice President of Exploration, management fees of $18,000 each to two directors of the Company, and $36,000 to a director and the CFO of the Company, respectively. At June 30, 2011, the Company had a balance of $22,000 owed to the directors.

During the six months ended June 30, 2011, the Company incurred $41,545 of geological consulting fees, travel costs to the Company's mining sites, field supplies and other exploration related costs to a private company of which a director of the Company is a principal. At June 30, 2011, the Company had a balance of $83,921 owed to this private company.

Related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. Amounts due to related parties are unsecured, non-interest bearing and have no fixed terms of repayment.

NOTE 5 - COMMON STOCK

In January 2010, the Company received $50,000 as subscription for private placement of 250,000 shares of the Company's common stock at $0.20 per share. The related common shares were issued on May 5, 2011.

On June 21, 2011, the Company renewed its consulting agreement with VISTA Partners LLC, and issued 1,500,000 shares of the Company's common stock as consideration in accordance with the consulting agreement. The shares were valued at $120,000 based on the closing price of the Company's stock on June 21, 2011. The Company must pay a $25,000 expense allowance within 60 days, and continued monthly payments of $10,000. The agreement has a six month term, and renews automatically unless cancelled by either party 30 days before expiration. In the event of renewal, the Company must issue an additional 2,000,000 shares to the consultant.

In March 2011, the Company entered into a financing agreement with Intosh Services Limited. The agreement allowed for up to $500,000 of common stock at $0.15 per share to be purchased by Intosh through March 31, 2011. On April 6, 2011 the Company issued 1,666,667 shares for gross proceeds of $250,000.

NOTE 6 – SUBSEQUENT EVENTS

On July 28, 2011, the Company signed an engagement letter with MidSouth Capital Inc. ("MidSouth") whereby MidSouth assists the Company raise equity financing for the following consideration:

- Issue 500,000 shares of the Company's common stock five business days after the execution of the engagement letter, with the related shares issued on July 29, 2011;
- 10% of the capital raised by MidSouth for the Company; and
- Issue 100,000 shares of the Company's common stock per every $100,000 cash raised for the period of two years.

The agreement is for a twelve-month initial period with an option to renew for an additional six months.

Item2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

FORWARD-LOOKING STATEMENTS

This quarterly report contains forward-looking statements. These statements relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expects", "plans", "anticipates", "believes", "estimates", "predicts", "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

Our unaudited consolidated financial statements are stated in United States dollars and are prepared in accordance with United States Generally Accepted Accounting Principles. The following discussion should be read in conjunction with our financial statements and the related notes that appear elsewhere in this quarterly report. The following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those discussed below and elsewhere in this quarterly report.

In this quarterly report, unless otherwise specified, all dollar amounts are expressed in United States dollars. All references to "common stock" refer to the common shares in our capital stock.

As used in this quarterly report, the terms "we", "us", "our", and "our company" mean Big Bear Mining Corp., unless otherwise indicated.

General Overview

We were incorporated in the State of Nevada on April 14, 2005. At inception, we were an exploration stage company engaged in the acquisition, exploration and development of mineral properties. In December 2005, Mr. Aaron Hall, our former president, acquired a mineral claim known as the Holy Cross Property which comprised 500 hectares located 145 kilometers west of Prince George, British Columbia, Canada. Mr. Hall, as a licensed free miner, staked the claims on our behalf. On February 20, 2006, we reimbursed Mr. Hall $1,000 for the Holy Cross Property. Based on the information available to us, we determined that the Holy Cross Property did not, in all likelihood, contain a commercially viable mineral deposit, and we therefore abandoned any further exploration on the property.

As a result, we investigated several other business opportunities to enhance shareholder value.

Effective April 1, 2010, we entered into a property purchase option agreement (the “Rubicon Option Agreement”) with Perry English for Rubicon Minerals Corp. (“Rubicon”) for the right and option to acquire from Rubicon up to 100% interest in a total of 14 mining claims (the “Rubicon Claims”) in the Red Lake Mining Division of Northwestern Ontario, Canada. Considerations for the 100% interest are as follows:

- Initial cash payment of $20,000 (paid);
- Cash payment of $15,000 (paid) and issuance of common shares of the Company valued at $30,000 on April 1, 2011 (333,333 shares approved for issuance on April 5, 2011, value at $0.09 per share which was the closing trading price on March 31, 2011);
- Cash payment of $20,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2012;
- Cash payment of $25,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2013; and
- Cash payment of $30,000 on April 1, 2014.

In accordance with the Rubicon Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which our company has the option to purchase with cash payment of $1,000,000. The work commitment on the Rubicon claims is $56,400 per year.

On March 31, 2010, we entered into a financing agreement with Intosh Services Limited, whereby we had the right to request Intosh to purchase up to $1,400,000 of our securities until March 31, 2011, unless extended by either our company or Intosh for an additional twelve (12) months. The financing agreement was not extended with Intosh.

Under the terms of the agreement, we had the right to from time to time request a purchase from Intosh up to $200,000 (each, an "Advance") per request for operating expenses, acquisitions, working capital and general corporate activities. Following receipt of any Advance, we were required to issue shares of our common stock at $0.70 per share.

As of June 30, 2010, in accordance with the financing agreement our company received Advances of $1,400,000 for which the shares were issued on September 7, 2010.

Effective April 11, 2010, we entered into a property purchase option agreement (the “Sol d’or Option Agreement”) with Perry English for Rubicon, whereby we are entitled to acquire from Rubicon up to 100% interest in nine claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $16,000 (paid) and issuance of 20,000 shares of the Company’s common stock (issued);
- Cash payment of $15,000 (paid) and issuance of 20,000 shares of the Company’s common stock on April 11, 2011 (approved for issuance on April 11, 2011, valued at $2,000);
- Cash payment of $20,000 and issuance of 20,000 shares of the Company’s common stock on April 11, 2012;
- Cash payment of $25,000 and issuance of 20,000 shares of the Company’s common stock on April 11, 2013; and
- Cash payment of $35,000 on April 11, 2014.

In accordance with the Sol d’or Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which we have the option to purchase with cash payment of $1,000,000. The work commitment on the Sol d’or property is $41,700 per year.

Effective April 13, 2010, we entered into a property purchase option agreement (the “Stevens Lake Option Agreement”) with Perry English for Rubicon, whereby we are entitled to acquire up to 100% interest in three claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $7,000 (paid) and issuance of 20,000 shares of the Company’s common stock (issued);
- Cash payment of $12,000 (paid) and issuance of 20,000 shares of the Company’s common stock on April 13, 2011 (approved for issuance on May 5, 2011, valued at $1,400);
- Cash payment of $15,000 and issuance of 20,000 shares of the Company’s common stock on April 13, 2012;
- Cash payment of $20,000 and issuance of 20,000 shares of the Company’s common stock on April 13, 2013; and
- Cash payment of $30,000 on April 13, 2014.

In accordance with the Stevens Lake Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which we have the option to purchase with cash payment of $1,000,000. The work commitment for the Stevens Lake property is $9,600 per year.

Effective August 2, 2010, the Company entered into a property purchase option agreement (the "Rattlesnake Hills Option Agreement") with John Glasscock, a director of the Company, whereby the Company is entitled to acquire up to 100% interest in 452 mineral claims located in Natrona County, Wyoming. Considerations for the 100% interest in the claims are as follows:

- Initial cash payment of $250,000 (paid);
- Issuance of 1,000,000 shares of the Company's common stock within 30 days of the agreement (issued);
- Issuance of second 1,000,000 shares of the Company's common stock on or before the first anniversary of the agreement (authorized for issuance on August 11, 2011);
- Issuance of third 1,000,000 shares of the Company's common stock on or before the second anniversary of the agreement;
- Payments for all property costs which include annual lease payments estimated at $63,000 required by the State of Wyoming (2010 payments were made).

In accordance with the Rattlesnake Hills Option Agreement, Mr. Glasscock retains a royalty of 2% of the net smelter returns, 50% of which we have the option to purchase with cash payment of $1,000,000.

The work commitment on Rattlesnake Hills property in accordance with the option agreement is $800,000 during the first year, $1,200,000 during the second year and $1,600,000 during the third year. The terms for the work commitment were amended on July 19, 2011, whereby the second year's work commitment of $1,200,000 was extended by 90 days to October 31, 2011, and the first year commitment was reduced to $652,724. In relation to the amendment 1,500,000 shares of the Company's common stock were authorized for issuance to Mr. Glasscock on August 11, 2011.

On July 20, 2010, we issued 450,000 common shares to Vista Partners LLC pursuant to our letter agreement with Vista Partners LLC dated June 10, 2010. On December 16, 2010 upon renewal of the consulting agreement with Vista we issued another 450,000 shares of our company's common stock. The securities issued under the letter agreement have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent an effective registration statement or an applicable exemption from the registration requirements. These shares were issued pursuant to an exemption from registration in Section 4(2) of the Securities Act of 1933.

Effective March 30, 2011, we entered into a financing agreement with Intosh Services Limited, whereby we had the right to request Intosh to purchase up to $500,000 of our common stock at $0.15 per share. As of June 30, 2011, we have received $250,000 for 1,666,667 shares. The related shares were issued on April 6, 2011.

Effective March 29, 2011, we entered into a letter of intent for a property purchase option agreement (the "Lewiston Property Option Agreement") with Golden Predator Mines US Inc. ("GPMUS"), a private Nevada corporation, whereby our company is entitled to acquire 100% interest in mineral claims located in the Lewiston Mining District, Fremont Co., Wyoming. The agreement provides our company a period of 45 days to conduct due diligence. Upon completion of due diligence, our company, at its sole discretion, has the option to either relinquish or exercise its purchase option. On May 10, 2011 our company completed its due diligence and elected to exercise its purchase option. Considerations for the 100% interest in the claims are as follows:

- Cash payments of $200,000 as follows:
  - $40,000 by March 29, 2012 ($10,000 paid on April 14, 2011 as non-refundable deposit within five business days from the Effective Date);
  - $40,000 by March 29, 2013;
  - $40,000 by March 29, 2014;
  - $80,000 by March 29, 2015;

- Issuance of 1,100,000 shares of the Company's common stock as follows:
  - 500,000 shares by May 15, 2011 (approved for issuance on May 9, 2011, valued at $40,000)
  - 200,000 shares by each of March 29, 2012, 2013 and 2014;
- Incur exploration expenditures of $1,000,000 as follows:
  - $100,000 by March 29, 2012;
  - $200,000 by March 29, 2013;
  - $500,000 by March 29, 2014;
  - $200,000 by March 29, 2015.

In addition to above consideration, as required by the option agreement, we will make payments for all taxes and mining claims fees and other charges required to maintain the Lewiston Property in good standing. Annual property taxes are estimated to be $28,275 and annual lease payments are estimated to be $8,500.

Upon conveyance of the Lewiston claims, GPMUS will retain an incremental sliding scale interest in net smelter returns of between 3% to 5%, which will be contingent upon the price of gold.

Our Current Business

We are an exploration stage company engaged in the acquisition and exploration of mineral interests and resource properties in North America. We maintain our statutory registered agent's office at 1859 Whitney Mesa Drive, Henderson, Nevada 89014 and our business office is located at 60 E Rio Salado Parkway, Suite 900, Tempe, Arizona 85281.

Other than as set out herein, we have not been involved in any bankruptcy, receivership or similar proceedings, nor have we been a party to any material reclassification, merger, consolidation or purchase or sale of a significant amount of assets not in the ordinary course of our business.

Since we are an exploration stage company, there is no assurance that a commercially viable mineral reserve exists on any of our current or future properties, To date, we do not know if an economically viable mineral reserve exists on our property and there is no assurance that we will discover one. Even if we do eventually discover a mineral reserve on our property, there can be no assurance that we will be able to develop our property into a producing mine and extract those resources. Both mineral exploration and development involve a high degree of risk and few properties which are explored are ultimately developed into producing mines.

We appointed Billiken Management to perform compilation work on all our claims in Western Ontario.

Our current operational focus is to complete the terms of the Rattlesnake Hills option agreement, Rubicon option agreement, the Sol D'or option agreement, the Stevens Lake option agreement and the Lewiston option agreement, conduct exploration activities on each of the properties and seek to acquire additional mineral interests in resource properties.

Results of Operations

Three Month Summary ended June 30, 2011 and 2010

	Three Months Ended June 30,	
	2011	**2010**
Revenue	$ Nil	$ Nil
Operating Expenses	$ 325,889	$ 262,691
Interest Income	$ 13	$ 151
Net Loss	$ (325,876)	$ (262,540)

Expenses

Our total expenses for the three month periods ended June 30, 2011 and 2010 are outlined in the table below:

	Three Months Ended June 30,	
	2011	**2010**
General and administrative	$ 81,148	$ 78,784
Consulting and management	$ 241,053	$ 166,945
Mineral exploration	$ 3,688	$ 16,962

Expenses for the three months ended June 30, 2011, increased by $63,198 from the comparative period in 2010 primarily as a result of our additional consulting and management fees paid to the directors and management appointed at the end of 2010.

Six Month Summary ended June 30, 2011 and 2010

	Six Months Ended June 30,	
	2011	**2010**
Revenue	$ Nil	$ Nil
Operating Expenses	$ 618,374	$ 270,059
Interest Income	$ 39	$ 151
Net Loss	$ (618,335)	$ (269,908)

Expenses

Our total expenses for the six month periods ended June 30, 2011 and 2010 are outlined in the table below:

	Six Months Ended June 30,	
	2011	**2010**
General and administrative	$ 174,515	$ 86,152
Consulting and management	$ 372,609	$ 166,945
Mineral exploration	$ 71,250	$ 16,962

Expenses for the six months ended June 30, 2011 increased significantly by $348,315 from the comparative period in 2010 primarily because we were inactive during the first quarter of 2010 and only incurred total expense of $7,368.

Revenue

We have not earned any revenues since our inception and we do not anticipate earning revenues in the upcoming quarter.

Equity Compensation

We currently do not have any stock option or equity compensation plans or arrangements.

Liquidity and Financial Condition

Working Capital

	June 30, 2011	December 31, 2010	Increase (Decrease)
Current Assets	$ 15,800	$ 302,032	$ (286,232)
Current Liabilities	$ 131,718	$ 118,345	$ 13,373
Working Capital	$ (115,918)	$ 183,687	$ (299,605)

Cash Flows

	Six Months Ended June 30, 2011	2010
Cash Used in Operating Activities	$ (415,487)	$ (178,154)
Cash Used in Investing Activities	$ (52,000)	$ (43,000)
Cash Provided by Financing Activities	$ 250,000	$ 1,450,000
Net Increase (Decrease) in Cash During the Period	$ (217,487)	$ 1,228,846

Cash Requirements

We intend to expand exploration activities on our newly optioned properties over the next twelve months. We estimate our operating expenses and working capital requirements for the next twelve month period to be as follows:

Estimated Funding Required During the Next 12 Months

Expenditures	**Amount**
General and administrative	$ 590,000
Payments per mineral property option agreements	72,000
Exploration costs	1,200,000
Mining claim maintenance	63,000
Total	**$ 1,925,000**
Cash on hand, June 30, 2011	**$ 3,364**

We are not aware of any known trends, demands, commitments, events or uncertainties that will result in or that are reasonably likely to result in our liquidity increasing or decreasing in any material way.

We will require additional financing in order to enable us to proceed with our plan of operations, as outlined above, including approximately $1,925,000 over the next 12 months to pay for our ongoing expenditures. These expenses include general and administrative, exploration costs, property payments and future property acquisitions. These cash requirements are in excess of our current cash and working capital resources. Accordingly, we will require additional financing in order to continue operations and to repay our liabilities. These funds may be raised through equity financing, debt financing, or other sources, which may result in further dilution in the equity ownership of our shares. There is no assurance that any party will advance additional funds to us in order to enable us to sustain our plan of operations or to repay our liabilities. There is still no assurance that we will be able to maintain operations at a level sufficient for an investor to obtain a return on his investment in our common stock. Further, we may continue to be unprofitable. We need to raise additional funds in the immediate future in order to proceed with our budgeted expenses.

Effective March 31, 2010, we entered into a financing agreement with Intosh Services Limited, whereby we had the right to request Intosh to purchase up to $1,400,000 of our securities until March 31, 2011, unless extended by either our company or Intosh for an additional 12 months. Under the terms of the financing agreement, we could from time to time request a purchase from Intosh of up to $200,000 per request to fund our company's operating expenses, acquisitions, working capital and general corporate activities. Following receipt of any advance, we would issue Intosh common stocks of our company at $0.70 per share. Through March 31, 2011, we

have requested and received Advances from Intosh in the aggregate amount of $1,400,000, for which the 2,000,000 shares of our common stock were issued on September 7, 2010, when we filed a Form 8-K under Item 3.02 disclosing the number of shares issued and the price for such shares. Any sale and issuance of shares to Intosh were conducted in reliance upon an exemption from registration under the Securities Act of 1933, as amended, afforded by Regulation S promulgated thereunder. The financing agreement was not extended with Intosh.

Effective March 30, 2011, we entered into a financing agreement with Intosh Services Limited, which allowed for up to $500,000 of common stock at $0.15 per share to be purchased by Intosh through March 31, 2011. Our company received $250,000 for 1,666,667 shares. The related shares were issued on April 6, 2011.

Contractual Obligations

As a "smaller reporting company", we are not required to provide tabular disclosure obligations.

Going Concern

The accompanying financial statements have been prepared assuming that our company will continue as a going concern, which contemplates, among other things, the realization of assets and satisfaction of liabilities in the normal course of business. As of June 30, 2011, our company had a working capital deficit of $115,918 and an accumulated deficit of $2,666,118. Our company intends to fund operations through equity financing arrangements, which may be insufficient to fund its capital expenditures, working capital and other cash requirements for the next twelve months.

The ability of our company to emerge from the development stage is dependent upon, among other things, obtaining additional financing to continue operations, and development of its business plan.

These factors, among others, raise substantial doubt about our company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty**.**

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Critical Accounting Policies

We have identified certain accounting policies that are most important to the portrayal of our current financial condition and results of operations. Please refer to our Form 10-K for the year ended December 31, 2010 filed with the SEC for our critical accounting policies, from which there has been no change as of the date of this file.

Recent Accounting Pronouncements

During the period ended June 30, 2011, and subsequently, the Financial Accounting Standards Board ("FASB") has issued a number of financial accounting standards, none of which did or are expected to have a material impact on our company's results of operations, financial position, or cash flows.

Item 3. Quantitative Disclosures about Market Risks

As a "smaller reporting company", we are not required to provide the information required by this Item.

Item4. Controls and Procedures

Management's Report on Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed under the *Securities Exchange Act of 1934*, as amended, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our president (our principal executive officer) and our chief financial officer (our principal financial officer and principle accounting officer) to allow for timely decisions regarding required disclosure.

As of the end of our quarter covered by this report, we carried out an evaluation, under the supervision and with the participation of our president (our principal executive officer) and our chief financial officer (our principal financial officer and principle accounting officer), of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our president (our principal executive officer) and our chief financial officer (our principal financial officer and principle accounting officer) concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal controls over financial reporting that occurred during our quarter ended June 30, 2011 that have materially or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II - OTHER INFORMATION

Item1. Legal Proceedings

We know of no material, existing or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which any of our directors, officers or affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

Item 1A. Risk Factors

Much of the information included in this quarterly report includes or is based upon estimates, projections or other "forward looking statements". Such forward looking statements include any projections or estimates made by us and our management in connection with our business operations. While these forward-looking statements, and any assumptions upon which they are based, are made in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested herein.

Such estimates, projections or other "forward looking statements" involve various risks and uncertainties as outlined below. We caution the reader that important factors in some cases have affected and, in the future, could materially affect actual results and cause actual results to differ materially from the results expressed in any such estimates, projections or other "forward looking statements".

Our common shares are considered speculative during the development of our new business operations. Prospective investors should consider carefully the risk factors set out below.

We need to continue as a going concern if our business is to succeed, if we do not we will go out of business.

Our independent registered public accounting firm's report to our audited financial statements for the year ended December 31, 2010 indicates that there are a number of factors that raise substantial doubt about our ability to continue as a going concern. Such factors identified in the report are our accumulated deficit since inception, our failure to attain profitable operations and our dependence upon adequate financing to pay our liabilities. If we are not able to continue as a going concern, it is likely investors will lose their investments.

Because of the unique difficulties and uncertainties inherent in mineral exploration ventures, we face a high risk of business failure.

Potential investors should be aware of the difficulties normally encountered by new mineral exploration companies and the high rate of failure of such enterprises. The likelihood of success must be considered in light of the problems, expenses, difficulties, complications and delays encountered in connection with the exploration of the mineral properties that we plan to undertake. These potential problems include, but are not limited to, unanticipated problems relating to exploration, and additional costs and expenses that may exceed current estimates. The expenditures to be made by us in the exploration of the mineral claim may not result in the discovery of mineral deposits. Problems such as unusual or unexpected formations and other conditions are involved in mineral exploration and often result in unsuccessful exploration efforts. If the results of our exploration do not reveal viable commercial mineralization, we may decide to abandon our claim and acquire new claims for new exploration. The acquisition of additional claims will be dependent upon us possessing capital resources at the time in order to purchase such claims. If no funding is available, we may be forced to abandon our operations.

If we do not obtain additional financing, our business will fail.

Our current operating funds are less than necessary to complete all intended exploration of the properties, and therefore we will need to obtain additional financing in order to complete our business plan. As of June 30, 2011 we had cash in the amount of $3,364. We currently have minimal operations and we have no income.

Our business plan calls for significant expenses in connection with the exploration of our properties. We do not currently have sufficient funds to conduct initial exploration on the property and will require additional financing in order to determine whether the property contains economic mineralization. We will also require additional financing if the costs of the exploration of the property are greater than anticipated.

We will require additional financing to sustain our business operations if we are not successful in earning revenues once exploration is complete. We do not currently have any arrangements for financing and we can provide no assurance to investors that we will be able to find such financing if required. Obtaining additional financing would be subject to a number of factors, including the market prices for copper, silver and gold, investor acceptance of our property and general market conditions. These factors may make the timing, amount, terms or conditions of additional financing unavailable to us.

The most likely source of future funds presently available to us is through the sale of equity capital. Any sale of share capital will result in dilution to existing shareholders. The only other anticipated alternative for the financing of further exploration would be our sale of a partial interest in the property to a third party in exchange for cash or exploration expenditures, which is not presently contemplated.

Because we have commenced limited business operations, we face a high risk of business failure.

We began exploration on our properties in the summer of 2010. Accordingly, we have no way to evaluate the likelihood that our business will be successful. We were incorporated on April 14, 2005 and have been involved primarily in organizational activities and the acquisition of our mineral properties. We have not earned any revenues as of the date of this report.

Prior to completion of our exploration stage, we anticipate that we will incur increased operating expenses without realizing any revenues. We therefore expect to incur significant losses into the foreseeable future. We recognize that if we are unable to generate significant revenues from development of the mineral claims and the production of minerals from the claims, we will not be able to earn profits or continue operations.

There is no history upon which to base any assumption as to the likelihood that we will prove successful, and we can provide investors with no assurance that we will generate any operating revenues or ever achieve profitable operations. If we are unsuccessful in addressing these risks, our business will most likely fail.

We lack an operating history and we expect to have losses in the future.

We have not started our proposed business operations or realized any revenues. We have no operating history upon which an evaluation of our future success or failure can be made. Our ability to achieve and maintain profitability and positive cash flow is dependent upon the following:

- Our ability to locate a profitable mineral property;
- Our ability to generate revenues; and
- Our ability to reduce exploration costs.

Based upon current plans, we expect to incur operating losses in future periods. This will happen because there are expenses associated with the research and exploration of our mineral properties. We cannot guarantee that we will be successful in generating revenues in the future. Failure to generate revenues will cause us to go out of business.

We have no known ore reserves and we cannot guarantee we will find any gold or if we find gold, that production will be profitable. Even if we are successful in discovering gold or other mineralized material we may not be able to realize a profit from its sale. If we cannot make a profit, we may have to cease operations.

We have no known ore reserves. We have not identified any gold on the mineral claims and we cannot guarantee that we will ever find any gold. The report we reviewed in selecting the mineral claims for exploration are old and may be out of date. Even if we find that there is gold on our mineral claims, we cannot guarantee that we will be able to recover the gold. If we cannot find gold or it is not economical to recover the gold, we will have to cease operations.

Because of the inherent dangers involved in mineral exploration, there is a risk that we may incur liability or damages as we conduct our business.

The search for valuable minerals involves numerous hazards. As a result, we may become subject to liability for such hazards, including pollution, cave-ins and other hazards against which we cannot insure or against which we may elect not to insure. The payment of such liabilities may have a material adverse effect on our financial position.

Because we are small and do not have much capital, we must limit our exploration and consequently may not find mineralized material. If we do not find mineralized material, we will cease operations.

Because we are small and do not have much capital, we must limit our exploration. Because we may have to limit our exploration, we may not find mineralized material, although our mineral claims may contain mineralized material. If we do not find mineralized material, we will cease operations.

If we become subject to onerous government regulation or other legal uncertainties, our business will be negatively affected.

There are several governmental regulations that materially restrict mineral property exploration and development. Under Ontario mining law, to engage in certain types of exploration will require work permits, the posting of bonds, and the performance of remediation work for any physical disturbance to the land. While these current laws do not affect our current exploration plans, if we proceed to commence drilling operations on the mineral claims, we will incur modest regulatory compliance costs.

In addition, the legal and regulatory environment that pertains to the exploration of ore is uncertain and may change. Uncertainty and new regulations could increase our costs of doing business and prevent us from exploring for ore deposits. The growth of demand for ore may also be significantly slowed. This could delay growth in potential demand for and limit our ability to generate revenues. In addition to new laws and regulations being adopted, existing laws may be applied to mining that have not as yet been applied. These new laws may increase our cost of doing business with the result that our financial condition and operating results may be harmed.

We may not have access to all of the supplies and materials we need to begin exploration that could cause us to delay or suspend operations.

Competition and unforeseen limited sources of supplies in the industry could result in occasional spot shortages of supplies, such as explosives, and certain equipment such as bulldozers and excavators that we might need to conduct exploration. We have not attempted to locate or negotiate with any suppliers of products, equipment or materials. We will attempt to locate products, equipment and materials after this offering is complete. If we cannot find the products and equipment we need, we will have to suspend our exploration plans until we do find the products and equipment we need.

Because of the speculative nature of exploration of mineral properties, there is no assurance that our exploration activities will result in the discovery of new commercially exploitable quantities of minerals.

We plan to continue to source exploration mineral claims. The search for valuable minerals as a business is extremely risky. We can provide investors with no assurance that additional exploration on our properties will establish that additional commercially exploitable reserves of gold exist on our properties Problems such as unusual or unexpected geological formations or other variable conditions are involved in exploration and often result in exploration efforts being unsuccessful. The additional potential problems include, but are not limited to, unanticipated problems relating to exploration and attendant additional costs and expenses that may exceed current estimates. These risks may result in us being unable to establish the presence of additional commercial quantities of ore on our mineral claims with the result that our ability to fund future exploration activities may be impeded.

Because the SEC imposes additional sales practice requirements on brokers who deal in our shares that are penny stocks, some brokers may be unwilling to trade them. This means that you may have difficulty in reselling your shares and may cause the price of the shares to decline.

Our shares qualify as penny stocks and are covered by Section 15(g) of the Securities Exchange Act of 1934, which imposes additional sales practice requirements on broker/dealers who sell our securities in this offering or in the aftermarket. In particular, prior to selling a penny stock, broker/dealers must give the prospective customer a risk disclosure document that: contains a description of the nature and level of risk in the market for penny stocks in both public offerings and secondary trading; contains a description of the broker/dealers' duties to the customer and of the rights and remedies available to the customer with respect to violations of such duties or other requirements of Federal securities laws; contains a brief, clear, narrative description of a dealer market, including "bid" and "ask" prices for penny stocks and the significance of the spread between the bid and ask prices; contains the toll free telephone number for inquiries on disciplinary actions established pursuant to section 15(A)(i); defines significant terms used in the disclosure document or in the conduct of trading in penny stocks; and contains such other information, and is in such form (including language, type size, and format), as the SEC requires by rule or regulation. Further, for sales of our securities, the broker/dealer must make a special suitability determination and receive from you a written agreement before making a sale to you. Because of the imposition of the foregoing additional sales practices, it is possible that brokers will not want to make a market in our shares. This could prevent you from reselling your shares and may cause the price of the shares to decline.

We have no known ore reserves and we cannot guarantee we will find any gold or if we find gold, that production will be profitable.

We have no known ore reserves. We have not identified any gold on the property and we cannot guarantee that we will ever find any gold. We did not rely upon any expert advice in selecting the property for the exploration. Even if we find that there is gold on our property, we cannot guarantee that we will be able to recover the gold. Even if we recover the gold, we cannot guarantee that we will make a profit. If we cannot find gold or it is not economical to recover the gold, we will have to cease operations.

Rain and snow may make the road leading to our properties impassable. This will delay our proposed exploration operations and could prevent us from working.

While we plan to conduct our exploration year round, it is possible that snow or rain could cause roads leading to our claims to be impassable. When roads are impassable, we are unable to work.

Trading of our stock may be restricted by the SEC's Penny Stock Regulations which may limit a stockholder's ability to buy and sell our stock.

The U.S. Securities and Exchange Commission has adopted regulations which generally define "penny stock" to be any equity security that has a market price (as defined) less than $5.00 per share or an exercise price of less than $5.00 per share, subject to certain exceptions. Our securities are covered by the penny stock rules, which impose additional sales practice requirements on broker-dealers who sell to persons other than established customers and "accredited investors". The term "accredited investor" refers generally to institutions with assets in excess of $5,000,000 or individuals with a net worth in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 jointly with their spouse. The penny stock rules require a broker-dealer, prior to a transaction in a penny stock not otherwise exempt from the rules, to deliver a standardized risk disclosure document in a form prepared by the SEC which provides information about penny stocks and the nature and level of risks in the penny stock market. The broker-dealer also must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction and monthly account statements showing the market value of each penny stock held in the customer's account. The bid and offer quotations, and the broker-dealer and salesperson compensation information, must be given to the customer orally or in writing prior to effecting the transaction and must be given to the customer in writing before or with the customer's confirmation. In addition, the penny stock rules require that prior to a transaction in a penny stock not otherwise exempt from these rules, the broker-dealer must make a special written determination that the penny stock is a suitable investment for the purchaser and receive the purchaser's written agreement to the transaction. These disclosure requirements may have the effect of reducing the level of trading activity in the secondary market for the stock that is subject to these penny stock rules. Consequently, these penny stock rules may affect the ability of broker-dealers to trade our securities. We believe that the penny stock rules discourage investor interest in and limit the marketability of, our common stock.

Anti-Takeover Provisions

We do not currently have a shareholder rights plan or any anti-takeover provisions in our By-laws. Without any anti-takeover provisions, there is no deterrent for a take-over of our company, which may result in a change in our management and directors.

Our By-laws contain provisions indemnifying our officer and directors against all costs, charges and expenses incurred by them.

Our By-laws contain provisions with respect to the indemnification of our officer and directors against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by him, including an amount paid to settle an action or satisfy a judgment in a civil, criminal or administrative action or proceeding to which he is made a party by reason of his being or having been one of our directors or officer.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

From March 31, 2011 to June 30, 2011, we made the following sales of unregistered securities for which we did not filed a Form 8-K:

During April and May, 2011, the Company issued 1,916,667 shares of the Company’s common stock for subscriptions received by March 31, 2011. We have issued all of the shares to non-US persons (as that term is defined in Regulation S of the Securities Act of 1933) in an offshore transaction relying on Regulation S and/or Section 4(2) of the Securities Act of 1933.

During May 2011, the Company issued 373,333 shares of the Company’s common stock to Rubicon as consideration for exercising Red Lake property options. The securities issued under the property option agreements have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent an effective registration statement or an applicable exemption from the registration requirements. These shares were issued pursuant to an exemption from registration in section 4(2) of the Securities Act of 1933.

During May 2011, the Company issued 500,000 shares of the Company's common stock to Golden Predator Mines US Inc. as consideration for exercising Lewiston property options. The securities issued under the property option agreements have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent an effective registration statement or an applicable exemption from the registration requirements. These shares were issued pursuant to an exemption from registration in section 4(2) of the Securities Act of 1933.

During June 2011, upon renewal of the consulting letter agreement with Vista we issued further 1,500,000 shares of our company's common stock pursuant to the consulting letter agreement. The securities issued under the consulting letter agreement have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States absent an effective registration statement or an applicable exemption from the registration requirements. These shares were issued pursuant to an exemption from registration in section 4(2) of the Securities Act of 1933.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. [Removed and Reserved]

Item 5. Other Information

None.

Item 6. Exhibits.

Exhibit Number	Description
(3)	**Articles of Incorporation and Bylaws**
3.1	Articles of Incorporation (incorporated by reference from our SB-2 Registration Statement filed March 17, 2006).
3.2	Bylaws (incorporated by reference from our SB-2 Registration Statement filed March 17, 2006).
3.3	Certificate of Change (incorporated by reference from our Current Report on Form 8-K filed March 1, 2010)
(10)	**Material Contracts**
10.1	Sol d'or Purchase Option Agreement between our company and Perry Vern English for Rubicon Minerals Corp., dated, April 14, 2010 (incorporated by reference from our Current Report on Form 8-K filed April 23, 2010)
10.2	Stevens Lake Purchase Option Agreement between our company and Perry Vern English for Rubicon Minerals Corp., dated, April 19, 2010 (incorporated by reference from our Current Report on Form 8-K filed April 23, 2010)
10.3	Purchase Option Agreement between our company and Perry English for Rubicon Minerals Corp., dated, April 1, 2010 (incorporated by reference from our Current Report on Form 8-K filed April 8, 2010)
10.4	Share Cancellation/Return to Treasury Agreement between our company and Aaron Hall dated April 27, 2010 (incorporated by reference from our Current Report on Form 8-K filed April 30, 2010)
10.5	Rattlesnake Hills Option Agreement between our company and John Glasscock dated August 2, 2010 (incorporated by reference from our Current Report on Form 8-K filed August 12, 2010).
10.6	Purchase Option Agreement between our company and John Glasscock, dated August 2, 2010 (incorporated by reference from our Current Report on Form 8-K filed September 23, 2010).
10.7*	Consulting Agreement between our company and Vista Partners LLC dated June 1, 2011.
10.8*	Financing Agreement between our company and Intosh Services Limited dated effective March 30, 2011.
10.9*	Lewiston Property Option Agreement between our company and Golden Predator Mines US Inc. dated March 29, 2011.
(31)	**Rule 13a-14(d)/15d-14(d) Certifications**
31.1*	Section 302 Certification of Principal Executive Officer.
31.2*	Section 302 Certification of Principal Financial Officer and Principal Accounting Officer.
(32)	**Section 1350 Certifications**
32.1*	Section 906 Certification of Principal Executive Officer.
32.2*	Section 906 Certification of Principal Financial Officer and Principal Accounting Officer.

* *Filed herewith*

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

BIG BEAR MINING CORP.
(Registrant)

Dated: August 18, 2011

Steve Rix
President, Treasurer, Secretary and Director
(Principal Executive Officer)

Dated: August 18, 2011

Michael Schifsky
Chief Financial Officer and Director
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 10.7

June 14, 2011

PERSONAL & CONFIDENTIAL

Mr. Steve Rix
Chief Executive Officer
Big Bear Mining Corp.
60 E. Rio Salado Parkway, Suite 900
Tempe AZ 85281

Mr. Rix:

Vista Partners LLC ("Vista") is pleased to act as one of the capital market advisors to Big Bear Mining Corp. (the "Company"), with respect to providing the Company with advice and services to assist in meeting its objectives in the capital markets. This agreement (the "Agreement"), is entered into on the 1st day of June, 2011, by and between Big Bear Mining Corp. ("Company") and Vista Partners LLC ("Vista"). The Company and Vista may be collectively referred to as the "Parties". The Company hereby agrees to purchase the following services from Vista, in accordance with the following terms and conditions.

1. Services Provided.

- On an ongoing basis, Vista will provide commentary, feedback and insight on the market, relevant events and transactions, and buy-side sentiment. Vista will also be available for ad hoc questions and analysis of specific issues.

- On a quarterly basis, Vista will provide a thorough assessment, market update and capital markets analysis. This will include:

a. Review of press releases, company website, public shareholder PowerPoint presentations and other investor related materials
b. Provide analysis of the company vs. comparable companies
c. Provide an analysis of trading volumes, buyers, sellers and trends and comparable companies
d. Provide commentary on sector news, events, themes, public policy issues, sector trends and concerns
e. Provide commentary on the company's capital structure, balance sheet, competitive analysis, capital markets alternatives and recommendations
f. Review company's current financing arrangements

- In addition, the Company will have full access to the following ancillary services from Vista:

a. Reports. Vista shall prepare up to four (4) Reports for Company. The first Report shall be a full and comprehensive report, ranging in length from eighteen (18) to twenty five (25) pages (hereinafter "Initiation Report"). The subsequent Reports shall be updates, ranging from five (5) to ten (10) pages in length (hereinafter "Follow-Up Reports"). Vista shall commence work on the Initiation Report following the receipt and cashing of Company's Payment (as defined in Section 9 below). The Follow-Up Reports may be delivered at any time during the term of this Agreement. Delivery of each Report is dependent upon Company's performance of its obligations (listed in Sections 4, 5, and 9 below). Vista may deliver Reports to Company by any reasonable means, including mail or electronic mail. Vista shall also include Company in Monthly Newsletter.

b. Earnings Conference Calls. At the Company's request, Vista shall also participate in each quarterly earnings conference call hosted by Company during the Contract Term, provided Vista is given notice of the call at least five (5) business days in advance.

c. Monthly Newsletter. Vista shall include Company in monthly newsletter during the term of this agreement. Monthly Newsletter will be sent to Vista e-mail list, disseminated at investor meetings and posted on Vista website.

d. Shareholder Inquires. Vista shall respond to all shareholder inquires and report to Company shareholder comments on a weekly basis either by telephone or by email.

2. Recital of Consideration.

- In exchange for a monthly fee of ten thousand dollars ($10,000) to be paid by Company to Vista, Vista shall deliver up to four (4) research reports (collectively "Reports" or singularly "Report") to Company over a twelve month period and participate in Company's earnings conference calls during the stated contractual period. Vista shall post each research report on the Vista Partners website, www.vistapglobal.com as well as include Company in Vista monthly newsletter. Vista shall also manage all shareholder inquires.

- Vista Partners LLC shall be issued one million five hundred thousand (1,500,000) shares of Company common stock pursuant to Rule 144 of the Rules and Regulations promulgated under the Securities Act of 1933. Should Renewal be effectuated, Vista shall receive an additional two million (2,000,000) shares of Company common stock pursuant to Rule 144 of the Rules and Regulations promulgated under the Securities Act of 1933. Vista shall receive stock certificates within five (5) days of date Agreement is consummated and Renewal effectuated. Vista shall receive customary piggy back rights whereby the Company will be required to register any and all of Vista's unregistered stock when either the company or another investor initiates a registration statement. Also, the company will cover any transfer agent and/or legal related costs that Vista might occur in order to convert restricted shares to free trading shares.

3. **Term**. This Agreement shall commence on June 14, 2011 and conclude on the sixth month anniversary of this agreement, renewing automatically for an additional six months ("Renewal), unless the automatic Renewal is cancelled thirty (30) days prior to the conclusion of the six month period, by either party, in writing.

4. **Approval of Reports.** Neither Party may publish or disseminate a Report until that particular Report has met with the approval of both Parties. Once Vista submits the first draft of a Report to Company, Company shall have thirty (30) days to make changes, additions, or deletions to the Report. In the event that Vista believes in good faith that publication of the report containing Company's changes would be in violation of any law or regulation, or would otherwise expose Vista to unreasonable risk or liability, then Vista will not be in breach of this contract should Vista refuse to publish and disseminate the report as amended by the Company.

5. **Company's Obligations**. In addition to the financial obligation detailed in Section 9 below, Company agrees to assist Vista in the creation of the Reports by furnishing all necessary information to Vista within five (5) business days of request. Company also agrees to make its management fully accessible to Vista, in such a manner that all phone calls, emails, and/or any other form(s) of communication, shall be returned within forty-eight (48) hours. Vista shall route all such communications through Company's Chief Executive Officer.

6. **Rights Associated with Vista's Work Product.** Once Company has paid Vista the consideration set forth in this Agreement in full, all copyrights and other intellectual property rights associated with the Reports produced by Vista shall transfer to Company. Vista shall ensure that all Vista employees who are engaged in writing the reports are obligated to assign all of their ownership interests in the Reports to Company in conformance with this Agreement.

7. **Derivative Use.** AT NO TIME, WHETHER DURING OR AFTER THE CONTRACT PERIOD, MAY COMPANY PLACE VISTA'S NAME ON A DERIVATIVE WORK WITHOUT THE EXPRESS WRITTEN CONSENT OF VISTA.

8. **Distribution Rights**. Subject to the other terms of this Agreement, both Vista and Company have the right to distribute Reports generated by Vista, pursuant to the terms of this Agreement, in any reasonable manner, both during and after the Contract Period. However, at any time, the Company may, in its sole discretion, decide to cease publication, distribution, and dissemination of the Reports. If Company makes such a decision, and notifies Vista of such decision, then Vista shall cease publication, distribution, and dissemination of Reports (in any format) for so long as Company also ceases.

9. **Payment**. Company shall make an Initial Payment ("Initial Payment") payment to Vista in the amount of forty-five thousand dollars ($45,000) which includes first monthly payment of ten thousand dollars ($10,000), second monthly payment of ten thousand dollars ($10,000) and twenty five thousand dollar ($25,000) expense allowance due within sixty (60) days of date Agreement is consummated. Failure to make Initial Payment within sixty (60) days will result in material breach of this Agreement by Company.

Subsequent monthly payments are due on the 1st of each month, failure to make monthly payment within the first five (5) days of corresponding month when payment is due, will result in material breach of this Agreement by Company.

10. **Acceptable Methods of Payment.** Payment shall be made in either of the following manners**:**

Payment by Check. Check shall be made payable to Vista Partners LLC, and sent by Company to the address listed below:

Vista Partners LLC
70 SW Century Drive Suite 100-220
Bend, OR 97702

Payment by Direct Deposit: In lieu of sending payment by mail, Company may directly deposit payment into Vista's Chase bank account, listed below.

325070760	865796452
Routing Number	Account Number

11. **Expenses.** In order to fulfill its obligations (as defined in Section 1 above), Vista will incur out-of-pocket expenses. A non-refundable expense allowance of twenty-five thousand ($25,000) will be due within sixty (60) days upon signing Agreement (the "expense allowance"). Company shall reimburse Vista for all of Vista's reasonable out-of-pocket expenses in connection with Vista's performance under the terms of this Agreement, including, but not limited to: travel, food, lodging, and reasonable administrative expenses. Vista shall first obtain Company's written approval for all expenses exceeding initial expense allowance during the term of the contract. Within thirty (30) days of incurring the expense, Vista shall submit an expense report to Company, and Company must reimburse Vista within thirty (30) days of receiving Vista's expense report. All expenses shall be invoiced to Company without markup.

12. **Breach by Company.** In the event Company materially breaches the Agreement, Vista shall be entitled to pursue any and all remedies provided by law and equity and will be entitled to keep all shares and monies received prior to breach by Company.

13. **Breach by Vista**. Failure to Provide Reports: In the event that Vista breaches this Agreement by failing to provide a Report or Reports, Company's sole remedy shall be the cancellation of the remainder of the Agreement and be entitled to retain and use all works produced by Vista under the terms of this Agreement, subject to the limitation defined in Section 7. Under no circumstances may Company seek equitable remedies, including, but not limited to, specific performance for failure to provide a Report.

14. **Waiver and Modification**. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless made in writing and duly executed by the party to be charged therewith.

15. **Non-Exclusive Agreement**. Company understands and acknowledges that Vista provides other and similar services to various companies, which may conduct business activities similar to those of Company. Nothing herein shall in any way preclude Vista from engaging in any business activities, or from performing services for other companies that may be in competition with Company.

16. **Fully Integrated Agreement.** The parties agree that there have been no oral representations or understandings not reflected in this Agreement. This Agreement shall supersede all prior understandings, discussions, and or negotiations.

17. **Non-Public Information and Indemnity**. BY SIGNING THIS AGREEMENT, COMPANY CERTIFIES THAT IT WILL NOT FURNISH VISTA WITH ANY NONPUBLIC INFORMATION. Provided that Vista has not disseminated any Report in contravention of the terms of this Agreement, then Company also agrees to forever and completely indemnify Vista, and its heirs, assignees, successors, affiliates, attorneys, agents and employees, and any and all other individuals or entities acting through or for Vista, from any and all claims that have or could have, arisen from the information contained in the Reports. Furthermore, the Company agrees to indemnify and hold harmless Vista and its officers, directors, employees, consultants, attorneys, agents, affiliates, parent company and controlling persons (within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended) (Vista and each such other persons are collectively and individually referred to below as an "Indemnified Party") from and against any and all loss, claim, damage, liability and expense whatsoever, as incurred, including, without limitation, reasonable costs of any investigation, legal and other fees and expenses incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted, to which the Indemnified Party may become subject under any applicable federal or state law (whether in tort, contract or on any other basis) or otherwise, (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any private placement memorandum, registration statement (including documents, incorporated by reference) (the "Registration Statement") or in any other written or oral communication provided by or on behalf of the Company to any actual or prospective purchaser of the securities or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) related to the performance by the Indemnified Party of the services contemplated by this letter agreement (including, without limitation, the offer and sale of the securities) and will reimburse the Indemnified Party for all expenses (including legal fees and expenses) in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not the Indemnified Party is a party and whether or not such claim, action or proceeding is initiated or brought by the Company. The Company will not be liable under clause (ii) of the foregoing indemnification provision to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court or arbitrator, not subject to appeal or further appeal, to have resulted directly from the Indemnified Party's willful misconduct or gross negligence. The Company also agrees that the Indemnified Party shall have no liability (whether direct or indirect, in contract, tort or otherwise) to the Company related to, or arising out of, the engagement of the Indemnified Party pursuant to, or the performance by the Indemnified Party of the services contemplated by, this letter agreement except to the extent that any loss, claim, damage, liability or expense is found in a final judgment by a court or arbitrator, not subject to appeal or further appeal, to have resulted directly from the Indemnified Party's willful misconduct or gross negligence. If the indemnity provided above shall be unenforceable or unavailable for any reason whatsoever, the Company, its successors and assigns, and the Indemnified Party shall contribute to all such losses, claims, damages, liabilities and expenses (including, without limitation, all costs of any investigation, legal or other fees and expenses incurred in connection with, and any amounts paid in settlement of, any action, suit or proceeding or any claim asserted) (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and Vista under the terms of this letter agreement or (ii) if the allocation provided for by clause (i) of this sentence is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i), but also the relative fault of the Company and Vista in connection with the matter(s) as to which contribution is to be made. The relative benefits received by the Company and Vista shall be deemed to be in the same proportion as the fee the Company actually pays to Vista bears to the total value of the consideration paid or to be paid by the Company and/or the Company's shareholders in the transaction(s) contemplated in this letter agreement. The relative fault of the Company and Vista shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by Vista and the Company's and Vista's relative intent, knowledge, access to information and opportunity to correct. The Company and Vista agree that it would not be just or equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any

other method of allocation which does not take into account these equitable considerations. Notwithstanding the foregoing, to the extent permitted by law, in no event shall the Indemnified Party's share of such losses, claims, damages, liabilities and expenses exceed, in the aggregate, the fee actually paid to the Indemnified Party by the Company. The Company further agrees that, without Vista's prior written consent, which consent will not be unreasonably withheld, it will not enter into any settlement of a lawsuit, claim or other proceeding arising out of the transactions contemplated by this agreement unless such settlement includes an explicit and unconditional release from the party bringing such lawsuit, claim or other proceeding of all such lawsuits, claims, or other proceedings against the Indemnified Parties. The Indemnified Party will give prompt written notice to the Company of any claim for which it seeks indemnification hereunder, but the omission to so notify the Company will not relieve the Company from any liability which it may otherwise have hereunder except to the extent that the Company is damaged or prejudiced by such omission or from any liability it may have other than under this Appendix A. The Company shall have the right to assume the defense of any claim, lawsuit or action (collectively an "action") for which the Indemnified Party seeks indemnification hereunder, subject to the provisions stated herein with counsel reasonably satisfactory to the Indemnified Party. After notice from the Company to the Indemnified Party of its election to assume the defense thereof, and so long as the Company performs its obligations pursuant to such election, the Company will not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. The Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof at its own expense; provided, however, that the reasonable fees and expenses of such counsel shall be at the expense of the Company if (i) the employment thereof has been specifically authorized by the Company in writing, (ii) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both the Indemnified Party and the Company and the Indemnified Party shall have reasonably concluded, based on advice of counsel, that there may be legal defenses available to the Indemnified Party which are different from, or in conflict with, any legal defenses which may be available to the Company (in which event the Company shall not have the right to assume the defense of such action on behalf of the Indemnified Party, it being understood, however, that the Company shall not be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all Indemnified Parties in each jurisdiction in which counsel is needed). Despite the foregoing, the Indemnified Party shall not settle any claim without the prior written approval of the Company, which approval shall not be unreasonably withheld, so long as the Company is not in material breach of this Appendix A. Also, each Indemnified Party shall make reasonable efforts to mitigate its losses and liabilities. In addition to the Company's other obligations hereunder and without limitation, the Company agrees to pay monthly, upon receipt of itemized statements therefore, all reasonable fees and expenses of counsel incurred by an Indemnified Party in defending any claim of the type set forth in the preceding paragraphs or in producing documents, assisting in answering any interrogatories, giving any deposition testimony or otherwise becoming involved in any action or response to any claim relating to the engagement referred to herein, or any of the matters enumerated in the preceding paragraphs, whether or not any claim is made against an Indemnified Party or an Indemnified Party is named as a party to any such action.

18. **Contract Rights are Not Assignable**. This Agreement; and the rights hereunder, may not be assigned by either party without the express written consent of the other party, except in conjunction with a sale or merger of a party.

19. **Representations and Warranties.** Company represents, warrants and covenants that (a) it is a corporation organized under the laws of the State of Nevada and is duly incorporated and validly existing; and (b) has offices in the state of California. Both parties represent, warrant, and covenant that they have the power and authority to enter into this Agreement and to fully perform their respective obligations hereunder.

20. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement. Execution by facsimile or PDF shall be deemed binding.

21. **Choice of Law**. The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of California.

22. **Severability**. Should any portion of this contract be found invalid, only that portion shall be invalidated and the remainder of the contract will remain in full force and affect.

23. **Arbitration**. Any controversy, dispute, or claim of whatever nature arising out of, or in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be settled, at the request of any party to this Agreement, by final and binding arbitration in California by a single arbitrator. The sole arbitrator shall be selected by, and the arbitration shall be conducted and administered in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof.

24. **Scope of Engagement**. The Company acknowledges that Vista will not make, or arrange for others to make, an appraisal of any physical assets of the Company. Nonetheless, if Vista determines after review of the information furnished to us that any such appraisal or appraisals are necessary or desirable, we will undertake such appraisal and any costs incurred in connection with such appraisal(s) will be borne by the Company.

25. **General Provisions.** No purported waiver or modification of any of the terms of this letter agreement will be valid unless made in writing and signed by the parties hereto. Section headings used in this letter agreement are for convenience only, are not a part of this letter agreement and will not be used in construing any of the terms hereof. This letter agreement constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof, and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either of the parties hereto which is to be embodied in this letter agreement, and none of the parties hereto shall be bound by or liable for any alleged representation, promise, inducement or statement of intention, not so set forth herein. No provision of this letter agreement shall be construed in favor of or against either of the parties hereto by reason of the extent to which either of the parties or its counsel participated in the drafting hereof. If any provision of this letter agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions hereof shall in no way be affected and shall remain in full force and effect. This letter agreement may be executed in any number of counterparts and by facsimile signature.

By signing this Agreement, both Parties acknowledge that they fully comprehend the terms of this Agreement and have had the opportunity to seek the advice of counsel, whether exercised or not.

Signed:

_____ June ___, 2011
Steve Rix
Chief Executive Officer, Big Bear Mining Corp

_____ June ___, 2011
Ross Silver
Principal, Vista Partners LLC

Exhibit 10.8

FINANCING AGREEMENT

FINANCING AGREEMENT dated the 28th day of March, 2011, BETWEEN:

INTOSH SERVICES, LTD, a corporation organized under the laws of BVI, with an address of 6TH FLORR, HARBOR BUILDING, JOHN KENNEDY ST, PORT LOUIS, MAURITIUS (hereinafter, the "SUBSCRIBER")

AND:

BIG BEAR MINING CORP, a Nevada domestic corporation, with a corporate office on 60 E. Rio Salado Pkwy, Ste. 900, Tempe, AZ, 85281 (hereinafter, the "COMPANY")

NOW THEREFORE THIS FINANCING AGREEMENT ("AGREEMENT") WITNESSES that the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

SECTION 1.1. DEFINITIONS. When used in this Agreement (including the recitals and schedules hereto) or in any amendment hereto, the following terms shall, unless otherwise expressly provided, have the meanings assigned to them herein:

"BANKING DAY" shall mean any day other than a Saturday, Sunday, public holiday under the laws of the State of Arizona or other day on which banking institutions are authorized or obligated to close in Nevada.

"CHARTER DOCUMENTS" means constating documents and by-laws, and all amendments thereto;

"CONSENT" means any permit, license, approval, consent, order, right, certificate, judgment, writ, injunction, award, determination, direction, decree, authorization, franchise, privilege, grant, waiver, exemption and other concession or by-law, rule or regulation;

"SHARE PRICE" means a price of $0.15 and

"DOLLAR" or "$" means the currency of the United States of America.

ARTICLE 2 - THE FINANCING

SECTION 2.1. FINANCING. The Subscriber shall make available to the Company in accordance with, and subject to the terms and conditions of, this Agreement, until March 31, 2011 (the "COMPLETION DATE"), up to $500,000.00 by way of Advances in accordance with this Sections 2.2, 2.3 and 2.4 of this Agreement. The Completion Date may be extended for an additional term of up to twelve months at the option of the Company or the Subscriber upon written notice on or before the Completion Date in accordance with the notice provisions in Section 6 of this Agreement.

SECTION 2.2. THE ADVANCES. On the terms and conditions set forth herein the Subscriber may, from time to time, on any Banking Day, prior to the Completion Date, Agrees, at its sole discretion, make advances to the Company ("ADVANCES"). Each Advance shall be in an aggregate amount of not more than $250,000.

SECTION 2.3. PROCEDURE TO REQUEST ADVANCES. Each Advance shall be made on or before five Banking Days following notice from the Company. Each such notice shall be given by a notice to the Subscriber in the form substantially the same As the form attached hereto in Schedule A (each a "NOTICE").

SECTION 2.4. SUBSCRIPTION AGREEMENT. Upon making each Advance, the Subscriber shall provide an executed Subscription Agreement, in a form acceptable to both parties to this Agreement, to the Company.

SECTION 2.5. USE OF PROCEEDS. The Company shall use all Advances to fund operating expenses, acquisitions, working capital and general corporate activities.

SECTION 2.6 OPTION. The Subscriber may, at their discretion, take the option to subscribe up to a further $1,400,000, when the total subscription from this agreement has been received by the Company.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

SECTION 3.1. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Subscriber:

(a) Organization and Corporate Power. The Company has been duly incorporated and organized and is validly subsisting and in good standing under the laws of its jurisdiction and has full corporate right, power and authority to enter into and perform its obligations under the Agreement to which it is or shall be a party and has full corporate right, power and authority to own and operate its properties and to carry on its business;

(b) Conflict with Other Instruments. The execution and delivery by the Company of the Agreement and the performance by the Company of its obligations thereunder, do not and will not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of: (A) the charter documents of the Company; (B) any law applicable to or binding on the Company; or (C) any contractual restriction binding on or affecting the Company or its properties the breach of which would have a material adverse effect on the Company; or (ii) result in, or require or permit: (A) the imposition of any lien on or with respect to the properties now owned or hereafter acquired by the Company; or (B)the acceleration of the maturity of any debt of the Company, under any contractual provision binding on or affecting the Company;

(c) Consents, Official Body Approvals. The execution and delivery of the Agreement and the performance by the Company of its obligations thereunder have been duly authorized by all necessary action on the part of the Company, and no Consent under any applicable law and no registration, qualification, designation, declaration or filing with any official body having jurisdiction over the Company is or was necessary therefor. The Company possesses all Consents, in full force and effect, under any applicable Law which are necessary in connection with the operation of its business, the non-possession of which could reasonably be expected to have a material adverse effect on the Company;

(d) Execution of Binding Obligation. The Agreement has been duly executed and delivered by the Company and, when duly executed by the Company and delivered for value, the Agreement will constitute legal, valid and binding obligations of the Company, enforceable against the Company, in accordance with its terms;

(e) No Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Company, after due inquiry, threatened against or affecting the Company (nor, to the knowledge of the Company, after due inquiry, any basis therefor) before any official body having jurisdiction over the Company which purport to or do challenge the validity or propriety of the transactions contemplated by the Financing the Company, which if adversely determined could reasonably be expected to have a material adverse effect on the Company;

(g) Absence of Changes. Since the date of the most recently delivered financial statements of the Company, the Company has carried on its business, operations and affairs only in the ordinary and normal course consistent with past practice.

ARTICLE 4 - COVENANTS OF THE COMPANY

SECTION 4.1. AFFIRMATIVE COVENANTS. Until the Completion Date, the Company shall:

(a) COMPLIANCE WITH LAWS, ETC. Comply with all applicable laws, non-compliance with which could have a material adverse effect on the Company;

(b) PAYMENT OF TAXES AND CLAIMS. Pay and discharge before the same shall become delinquent: (i) all taxes and assessments; and (ii) all lawful claims which, if unpaid, might become a lien upon or in respect of the Company's assets or properties;

(c) MAINTAIN TITLE. Maintain and, as soon as reasonably practicable, defend and take, all action necessary or advisable at any time, and from time to time, to maintain, defend, exercise or renew its right, title and interest in and to all of its property and assets;

(d) PAY OBLIGATIONS TO SUBSCRIBER AND PERFORM OTHER COVENANTS. Make full and timely payment of its obligations hereunder and duly comply with the terms and covenants contained in this Agreement, all at the times and places and in the manner set forth therein;

(e) FURTHER ASSURANCES. At its cost and expense, upon request by the Subscriber, duly execute and deliver, or cause to be duly executed and delivered, to the Subscriber, such further instruments and do and cause to be done such other acts as may be necessary or proper in the reasonable opinion of the Subscriber to carry out more effectually the provisions and purposes of this Agreement.

ARTICLE 5 - SHARE ISSUANCE

SECTION 5.1 SHARE ISSUANCE. The Company shall issue, within fifteen (15) Banking Days following the date of the receipt by the Company of any Advance under this Agreement, shares (each a "SHARE") of the Company at the Share Price. Upon receipt of any Advance under this Agreement, the Company shall promptly cause its registrar and transfer agent to issue the certificates representing the Shares.

SECTION 5.2 FRACTIONAL SHARES. Notwithstanding any other provisions of this Agreement, no certificate for fractional shares of the Shares shall be issued to the Subscriber. In lieu of any such fractional shares, if the Subscriber would otherwise be entitled to receive a fraction of a share of the Shares following a Financing, the Subscriber shall be entitled to receive from the Company a stock certificate representing the nearest whole number of shares of the Company.

ARTICLE 6 - MISCELLANEOUS

SECTION 6.1. NOTICES, ETC. Except as otherwise expressly provided herein, all notices, requests, demands, directions and communications by one party to the other shall be sent by hand delivery or registered mail or fax, and shall be effective when hand delivered or when delivered by the relevant postal service or when faxed and confirmed, as the case may be. All such notices shall be addressed to the President of the notified party at its address given on the signature page of this Agreement, or in accordance with any unrevoked written direction from such party to the other party.

SECTION 6.2. NO WAIVER; REMEDIES. No failure on the part of the Subscriber or the Company to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof. The remedies herein provided are cumulative and not exclusive of any remedies provided by Law.

SECTION 6.3. JURISDICTION. (1) Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the State of Nevada in any action or proceeding arising out of or relating to this Agreement. The Company agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; and (2) nothing in this Section 6.3 shall affect the right of the Subscriber to serve legal process in any other manner permitted by Law or affect the right of the Subscriber to bring any action or proceeding against the Company or its property in the courts of other jurisdictions.

SECTION 6.4. SUCCESSORS AND ASSIGNS. The Company shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Subscriber, which consent may be arbitrarily withheld.

SECTION 6.5. SEVERABILITY. If one or more provisions of this Agreement be or become invalid, or unenforceable in whole or in part in any jurisdiction, the validity of the remaining provisions of this Agreement shall not be affected. The parties hereto undertake to replace any such invalid provision without delay with a valid provision which as nearly as possible duplicates the economic intent of the invalid provision.

SECTION 6.6. COUNTERPARTS. This Agreement may be executed in counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed an original and all of which, taken together, shall constitute one and the same instrument

SECTION 6.7. SYNDICATION/PARTICIPATION. The Subscriber may not sell, transfer, assign, participate, syndicate or negotiate to one or more third parties, in whole or in part, the Commitment and its rights under this Agreement, without the prior written consent of the Company, which consent may not be arbitrarily withheld.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE SUBSCRIBER

INTOSH SERVICES, LTD

_____
By: Authorized Signatory

THE COMPANY

BIG BEAR MINING CORP

_____ _____
By: Authorized Signatory

Exhibit 10.9
March __, 2011

By E-mail

Golden Predator Mines US Inc.
Suite 1100 – 888 Dunsmuir Street
Vancouver, British Columbia, Canada V6C 3K4

Attention: John Legg, President

Re: Option to Purchase and Purchase Agreement
Lewiston Property, Fremont Co., Wyoming

Dear Sirs:

This letter sets out the Option to Purchase and Purchase Agreement ("Option Agreement" or "Agreement") reached between Golden Predator Mines US Inc., a Nevada corporation having an office for business located at Suite 1100 – 888 Dunsmuir Street, Vancouver, British Columbia, Canada V6C 3K4 ("GPMUS") and Big Bear Mining Corp., a Nevada corporation having an office for business located at 60 E. Rio Salado Parkway, Suite 900, Tempe, AZ USA 85281 ("Big Bear" or the "Company") whereby GPMUS will grant Big Bear an exclusive option ("Purchase Option") to purchase one hundred percent (100%) of GPMUS's interests in the Lewiston properties located in the Lewiston Mining District, Fremont Co., Wyoming and as described more specifically on Attachment A (collectively the "Lewiston Property"), on the terms and conditions set forth below.

1. Term. This Option Agreement and Purchase Option will become effective as of the last date signed by the parties below ("Effective Date") and will expire upon the occurrence of: (i) Big Bear's exercise of its Purchase Option and completion of earn-in deliverables set out in Paragraph 6 below prior to the fourth (4th) anniversary of the Effective Date and GPMUS's conveyance and assignment of one hundred percent (100%) of its interests in the Lewiston Property to Big Bear; or (ii) Big Bear's relinquishment of its Purchase Option any time prior to the fourth (4th) anniversary of the Effective Date; or (iii) the fourth (4th) anniversary of the Effective Date if Big Bear has neither exercised nor relinquished its Purchase Option prior to that anniversary.

2. Option Payment. As full and sufficient consideration for receipt of the Purchase Option, Big Bear shall provide GPMUS with a non-refundable cash deposit of ten thousand dollars (US $10,000) within five (5) business days of receipt of GPMUS's written execution of this Option Agreement ("Option Payment").

3. Due Diligence. Upon delivery of the Option Payment to GPMUS, a forty-five (45) day period (the "Due Diligence Period") shall commence for Big Bear to conduct normal and customary due diligence at its sole discretion including physical inspection of the Lewiston Property assets. GPMUS will promptly make available to Big Bear, all information pertaining to the Lewiston Property (including without limitation all agreements, leases, drill core, copies of all reports, maps, assay results and other relevant technical data) compiled by, prepared at the direction of, or in the possession of GPMUS with respect to the Lewiston Property and not previously furnished to Big Bear.

4. Access. During the term of this Option Agreement, to the fullest extent of its rights to do so, GPMUS grants Big Bear full access to the Lewiston Property, including any rights of ingress and egress which GPMUS enjoys through nearby or adjacent properties, as well as the exclusive right to conduct mineral exploration and development activities on and under the Lewiston Property.

5. Purchase Option Election. Upon Big Bear's completion of due diligence, Big Bear may proceed, at its sole discretion, either to:

a. Elect in writing to relinquish its Purchase Option with no further obligation owed to GPMUS except those obligations set forth in that certain Confidentiality Agreement dated December 6, 2010 between the parties ("Confidentiality Agreement")and remediation of any areas disturbed by Big Bear during its due diligence; or

b. Elect in writing to exercise its Purchase Option by performing the earn-in deliverables outlined in Paragraph 6 below, in which event the non-refundable ten thousand dollar ($10,000) deposit will be applied towards the initial cash payment due to GPMUS before the first anniversary of the Effective Date under Paragraph 6(a)(i) below

provided that prior to electing to exercise its Purchase Option by performing the earn-in deliverables, the parties shall have received the consents required under the Mining Leases described in Attachment A (the "Underlying Agreements"), as well as confirmation from the lessors that the Underlying Agreements are in good standing. GPMUS will use reasonable commercial efforts to obtain such consents and confirmations prior to the expiry of the Due Diligence Period.

6. Exercise of Purchase Option. Big Bear's exercise of its Purchase Option shall consist of performance of the earn-in deliverables set out herein, subject to Big Bear's right to accelerate its performance of these deliverables at its sole discretion:

a. Tender to GPMUS a total non-refundable cash payment of two hundred thousand dollars (US $200,000), payable in the following increments: (i) forty thousand dollars ($40,000) consisting of the ten thousand dollar ($10,000) deposit previously paid and an additional thirty thousand dollars ($30,000) payable on or before the first anniversary of the Effective Date; (ii) forty thousand dollars ($40,000) payable on or before each of the second and third anniversaries of the Effective Date; and (iii) the final eighty thousand dollars ($80,000) payable on or before the fourth anniversary of the Effective Date; and

b. Tender to GPMUS shares of Big Bear stock totaling one million one hundred thousand (1,100,000), delivered per the following schedule: (i) five hundred thousand (500,000) shares at the end of the forty-five (45) day due diligence period; and (ii) two hundred thousand (200,000) shares on each of the first, second, and third anniversaries of the Effective Date with such shares being subject to a six month trading restriction and applicable stock exchange rules, provided that if GPMUS cannot sell any of the shares due to Big Bear ceasing to make timely reports required by the US Securities and Exchange Commission, it shall be a condition to the exercise of the option that Big Bear repurchase the Shares not capable of being sold from GPMUS for $0.15 per share; and

c. Incur exploration expenditures on the Lewiston Property totaling one million dollars (US $1,000,000), including evaluation and delineation of gold resources, but exclusive of (A) any charges for overhead, (B) reclamation costs, (C) land holding costs and (D) any other costs not directly related to exploration and development of the Lewiston Property ("Work") with such expenditures estimated to be broken out as follows: (i) one hundred thousand dollars ($100,000) before the first anniversary of the Effective Date; (ii) an additional two hundred thousand dollars ($200,000) before the second anniversary of the Effective Date; (iii) an additional five hundred thousand dollars ($500,000) before the third anniversary of the Effective Date; and (iv) the final two hundred thousand dollars ($200,000) before the fourth anniversary of the Effective Date. In the event that the GPMUS disputes any exploration expenditures, GPMUS may notify Big Bear in writing and Big Bear shall provide GPMUS with reasonable access to its books and records relating to the disputed exploration expenditures for the purpose of conducting an audit of same, which shall be performed at the expense of GPMUS by a recognized CPA. In the event that the amount of exploration expenditures reported by the auditor are less than those reported by Big Bear, the exploration expenditures shall be deemed to be that lower figure and, if (but only if) the discrepancy is greater than 10%, Big Bear shall be responsible for paying the costs of such report. In the event that Big Bear spends, in any period, more than the specified sum, the excess shall be carried forward and applied to the exploration expenditures to be incurred in the succeeding period; and

d. Make all payments to the lessors required by the Underlying Agreements, pay all taxes, fees and other charges required to maintain the Lewiston Property in good standing from the Effective Date to the earlier of (i) the relinquishment and forfeiture of the Purchase Option as describe in Paragraph 10, or (ii) the exercise of the Purchase Option in compliance with this Paragraph 6.

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e. If, at any point, Big Bear fails to fund the amount of exploration expenditure for that period required under Section 6(c), Big Bear will nevertheless be deemed to have satisfied Section 6(c), if Big Bear, on or before the expiry of that period, pays GPMUS an amount which is equal to the difference between the sum of the actual exploration expenditure funded by Big Bear in that period and the exploration expenditure set out in Section 6(c) that ought to have been funded by Big Bear in that period.

7. Performance of the Work. Big Bear initially plans to undertake a drilling program, and may also undertake a geophysical program, to evaluate target areas within the Lewiston Property. However, throughout the term of this Agreement, the scope and details of the Work and scheduling will be at Big Bear's sole discretion.

8. Consents; No Shop. GPMUS covenants and represents that except for the consents required under the Underlying Agreements and any necessary approvals or consents of governmental entities having jurisdiction over the Lewiston Property, as of the Effective Date there are no, and throughout the term of this Option Agreement there are shall not be, any third party rights of refusal, consent or encumbrances burdening the Lewiston Property (save those previously disclosed to Big Bear), other than encumbrances of record as of the Effective Date including easements and rights of way, all rights of taxation and in all cases the paramount jurisdiction of the United States. Upon its execution of this Option Agreement and receipt of the Option Payment, and for so long as Big Bear is not in default of its obligations under this Agreement GPMUS agrees (i) to suspend any and all negotiations in which GPMUS may be currently involved with other persons or entities with regard to the sale of all or any part of the Lewiston Property; and (ii) neither solicit, nor entertain bids or other expressions of interest from third parties concerning the Lewiston Property

9. Sale and Conveyance. Upon Big Bear's completion of the earn-in deliverables set out in Paragraph 6 above prior to the fourth (4^{th}) anniversary of the Effective Date:

a. GPMUS shall promptly convey and assign, and/or cause its affiliates to convey and assign, the Lewiston Property to Big Bear with no further consideration due to GPMUS, no other conditions precedent to be satisfied and no other contingencies including, without limitation, no required approvals of the shareholders or board of GPMUS.

b. Within or concurrent with such conveyances, GPMUS will reserve unto itself an additional sliding scale royalty for net smelter returns ("NSR") production royalty in mineral products produced from the Lewiston Property as more specifically described on Attachment B to this Option Agreement.

c. The parties hereby stipulate that Big Bear's completion of the deliverables set out in Paragraph 6 together with accepting the Lewiston Property burdened with the NSR royalties described in Attachments A and B shall be full and sufficient purchase consideration for the Lewiston Property, including any interests acquired by GPMUS after the Effective Date.

d. The confidentiality obligations set forth in this Option Agreement shall supersede and replace in its entirety the Confidentiality Agreement.

10. Relinquishment and Forfeiture. At any time prior to the fourth (4th) anniversary of the Effective Date, upon written notice to GPMUS, Big Bear may relinquish, at its sole discretion, its Purchase Option, without further obligation or liability owed to GPMUS except for those obligations set forth herein. By relinquishment, Big Bear shall forfeit to GPMUS all cash payments and shares delivered, and Work expended, prior to notification of relinquishment; however, Big Bear shall have no further duty to complete the deliverables set out in Paragraph 6 and shall not owe GPMUS any further cash payments, shares, or Work.

11. Assignment. GPMUS may assign or transfer its interests in the Lewiston Property, subject to this Option Agreement, on notice to Big Bear, and Big Bear may assign or transfer its interests under this Option Agreement with the written consent of GPMUS (which consent will not be unreasonably withheld or delayed), in each case with the consent of the lessors under the Underlying Agreements, where required. However no assignment or transfer by either party shall be effective against the other until the non-transferring party receives the transferee's written agreement to be bound by the obligations and agreements hereunder.

12. Covenants; Memorandum. The terms and conditions agreed to herein shall be covenants running with the land. On expiry of the Due Diligence Period, a memorandum of agreement evidencing Big Bear's Purchase Option may be recorded.

13. Representations and Warranties of GPMUS. GPMUS represents, warrants and covenants to and in favor of Big Bear, with the understanding that Big Bear is relying on same in entering into this Option Agreement, that:

a. Subject to the terms and conditions of the Underlying Agreements, GPMUS shall have the right to sell, convey, and assign one hundred percent (100%) interest in the Lewiston Property which shall be more specifically described by Attachment A. To the best of GPMUS's knowledge and belief, without inquiry, and other than as described in the Underlying Agreements, there are no individual persons or entities of any kind other than GPMUS that own or hold an interest in, or have asserted any claims to ownership or interest in, any portion of the Lewiston Property in undivided interests or otherwise, and no person or entity other than Big Bear has any right to acquire any interest in any portion of the Lewiston Property;

b. the Underlying Agreements are in good standing and no defaults have occurred thereunder;

c. no proceedings are pending for, and it is unaware of any basis for the institution of any proceedings leading to, its dissolution or winding up or being placed into bankruptcy;

d. it has all requisite power and capacity, and has duly obtained all requisite authorizations and performed all requisite acts, to enter into and perform its obligations hereunder, it has duly executed and delivered this Agreement and such constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms, and the entering into of this Agreement and the performance of its obligations hereunder does not and will not result in a breach of, default under or conflict with any of the terms and provisions of any of its constituting documents, any resolutions of its partners, any indenture, agreement or other instrument to which it is a party or by which it is bound or the Lewiston Property may be subject, or any statute, order, judgment or other law or ruling of any competent authority;

e. it is legally entitled to hold the Lewiston Property and the associated rights and will remain so entitled until and always to the extent such is required for the due transfer to Big Bear of its requisite interest in and to the Property pursuant to and upon the exercise of the Purchase Option;

f. it is, and at the time of transfer to Big Bear of its interest in and to the Lewiston Property pursuant to and upon the exercise of the Option it will be, the beneficial owner of all right, title and interest in and to such transferred interest, free and clear of all liens, charges, claims, liabilities and adverse interests of any nature or kind, and no taxes or rentals are or will be due in respect of the Lewiston Property and provided that Big Bear has complied with Section 6(d) hereof;

g. the mining claims comprising the Lewiston Property and the mineral agreements in respect thereof have been, to GPMUS's knowledge and belief without inquiry, duly and validly located, granted, entered into and recorded, as the case may be, pursuant to the laws of the jurisdiction in which the Lewiston Property is situate and are in each case in good standing with respect to all filings, fees, rentals, taxes, assessments, work commitments and other obligations and conditions on the date hereof;

h. to GPMUS’s knowledge and belief without inquiry there are neither any adverse claims or challenges against, or to the ownership or title to, any of the mining claims comprising the Lewiston Property or to the validity or enforceability of any of the mineral agreements in respect thereof, nor to the knowledge of GPMUS after due inquiry is there any basis therefor, and there are no outstanding agreements, options or other rights and interests to acquire or purchase the Lewiston Property or any portion thereof or any interest therein, and no person has any royalty or other interest whatsoever in the production from any of the mining claims comprising the Lewiston Property or otherwise except as previously disclosed to Big Bear;

i. subject to the paramount title and surface management rights of the United States in respect of unpatented mining claims, it has the right to apply for surface rights in respect of the Lewiston Property necessary to conduct the exploration and development thereof, including but not limited to the activities contemplated in Paragraph 6 hereof; and

j. GPMUS confirms it satisfies the criteria for accredited investors as defined by Regulation D of the Securities Act of 1933. The shares issuable pursuant to Section 6(b) will not be registered under the 1933 Act in reliance upon the exemption from registration afforded by Rule 506 of Regulation D and/or Section 4(2) of the 1933 Act.

14. Mutual Cooperation. During the term of this Option Agreement, Big Bear and GPMUS agree to take all action reasonably necessary to further the objectives of this Option Agreement.

15. Governing Law; Dispute Resolution. This Option Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming without giving effect to the principles of conflict of laws. Should a dispute arise under this Option Agreement, either party may initiate dispute resolution by providing written notice of a dispute to the other party. The parties prefer to resolve any disputes that may arise under this Option Agreement informally to the extent possible. If the dispute is not resolved by good faith informal negotiations within thirty (30) days from the delivery of the notice of dispute, each party shall designate in writing to the other party a company representative having settlement authority for the dispute, and such representatives shall attempt to resolve such dispute within a further period of thirty (30) days. Unless the parties otherwise agree, if the period of sixty (60) days referred to above has expired and the dispute remains unresolved, either party may submit the dispute to binding arbitration, by a single neutral arbitrator having more than ten (10) years of experience in the metal mining industry, in Denver, Colorado in accordance with the then-current American Arbitration Association Rules. If the parties are unable to agree upon the arbitrator within thirty (30) days of the non-initiating party's receipt of the notice to arbitrate, an arbitrator will be appointed in accordance with the then-current American Arbitration Association Rules. The prevailing party shall be entitled to recover its reasonable attorneys' fees.

16. Representations and Warranties of Big Bear. Big Bear represents, warrants and covenants to and in favor of GPMUS, with the understanding that GPMUS is relying on same in entering into this Agreement, that:

a. Corporate Power and Authority. Big Bear has been duly incorporated and validly exists as a corporation in good standing It has the full corporate power and capacity to enter into this Agreement, it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any encumbrance under the provisions of the Articles or its constating documents or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which it is a party or by which it is bound or to which it may be subject, the entering into and the performance of this Agreement and the transactions contemplated herein will not result in the violation of any judgment, decree, order, rule or regulation of any court or administrative body by which it is bound, or any statute or regulation applicable to it; and no proceedings are pending for, and is unaware of any basis for the institution of any proceedings leading to, its dissolution or winding up or the placing of it in bankruptcy or subject to any other laws governing the affairs of insolvent corporations.

b. The Shares. The Shares upon issuance:

i. are, or will be, free and clear of any security interests, liens, claims or other encumbrances, subject only to restrictions upon transfer under the Securities Act of 1933 (the "1933 Act"), and any applicable state securities laws;

ii. have been, or will be, duly and validly authorized, duly and validly issued, fully paid and non-assessable;

iii. will not have been issued or sold in violation of any preemptive or other similar rights of the holders of any securities of the Company or rights to acquire securities of the Company;

iv. will not subject the holders thereof to personal liability by reason of being such holders; and

v. will not result in a violation of Section 5 under the 1933 Act.

c. No Integrated Offering. Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales of any security of the Company nor solicited any offers to buy any security of the Company under circumstances that would cause the offer of the Shares pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the 1933 Act or any applicable stockholder approval provisions, including, without limitation, under the rules and regulations of the Bulletin Board, which would impair the exemptions relied upon herein or the Company's ability to timely comply with its obligations hereunder. No prior offering will impair the exemptions relied upon herein or the Company's ability to timely comply with its obligations hereunder. Neither the Company nor any of its affiliates will take any action or steps that would cause the offer or issuance of the Shares to be integrated with other offerings which would impair the exemptions relied upon in this offering or the Company's ability to timely comply with its obligations hereunder. The Company will not conduct any offering other than the transactions contemplated hereby that may be integrated with the offer or issuance of the Shares that would impair the exemptions relied upon in this offering or the Company's ability to timely comply with its obligations hereunder.

d. No General Solicitation. Neither the Company, nor any of its affiliates, nor to its knowledge, any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the 1933 Act) in connection with the offer or sale of the Shares.

e. Reporting Company/Shell Company. The Company is a publicly-held company subject to reporting obligations pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "1934 Act") and has a class of Common Stock registered pursuant to Section 12(g) of the 1934 Act. Pursuant to the provisions of the 1934 Act, the Company has filed all reports and other materials required to be filed thereunder with the Commission during the preceding twelve months. As of the Closing Date, the Company is not a "shell company" as such term is employed in Rule 144 under the 1933 Act.

f. Listing. The Company's Common Stock is quoted on the OTC Bulletin Board under the symbol "BGBR". The Company has not received any oral or written notice that its Common Stock is not eligible nor will become ineligible for quotation on the OTC Bulletin Board nor that its Common Stock does not meet all requirements for the continuation of such quotation. The Company satisfies all the requirements for the continued quotation of its Common Stock on the OTC Bulletin Board.

g. Filing Requirements. From the date of this Agreement and until the last to occur of (i) one year after the date hereof, or (ii) until all the Shares have been resold or transferred by GPMUS (the date of such latest occurrence being the "End Date"), the Company will (A) cause its Common Stock to continue to be registered under Section 12(b) or 12(g) of the 1934 Act, (B) comply in all respects with its reporting and filing obligations under the 1934 Act, and (C) voluntarily comply with all reporting requirements that are applicable to an issuer with a class of shares registered pursuant to Section 12(g) of the 1934 Act, if the Company is not subject to such reporting requirements. The Company will use its best efforts not to take any action or file any document (whether or not permitted by the 1933 Act or the 1934 Act or the rules thereunder) to terminate or suspend such registration or to terminate or suspend its reporting and filing obligations under said acts until the End Date. Until the End Date, the Company will continue the listing or quotation of the Common Stock on the OTC Bulletin Board and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the OTC Bulletin Board. The Company agrees to timely file a Form D with respect to the Securities if required under Regulation D and to provide a copy thereof to GPMUS promptly after such filing.

h. Legal Opinion. The Company will timely provide, at the Company's expense, such legal opinions, if any, as are reasonably necessary in GPMUS' opinion for the resale of the Shares issued hereunder pursuant to Rule 144 under the 1933 Act or another exemption from registration, provided that GPMUS has provided such documentation as may be reasonably requested in order that such opinion may be rendered.

17. Duties and Obligations of Big Bear during the currency of the Purchase Option. During the currency of the Purchase Option Big Bear shall:

a. On or before the date which is ninety (90) days from the first, second, third and fourth anniversaries of the Effective Date, deliver to GPMUS a summary report setting forth: (i) the Work completed on the Lewiston Property, (ii) the results of the Work completed, (iii) the exploration expenditures incurred by Big Bear to such dates including reasonable background documentation reasonably required to substantiate the expenditures incurred, and (iv) planned exploration expenditures for the following annual period, if applicable;

b. maintain in good standing the claims comprising the Lewiston Property by the doing and filing of assessment work for the claims or the making of payments in lieu thereof, by the payment of taxes and rentals in respect of the Lewiston Property, and the performance of all other actions which may be necessary in that regard and in order to keep such mining claims free and clear of all encumbrances arising from Big Bear's activities thereon. Big Bear shall perform these obligations under this Section 17(b) not less than 30 days before the applicable statutory or regulatory deadline for the actions necessary to maintain the mining claims, and shall provide prompt notice to GPMUS of such payments;

c. maintain in good standing, and perform the obligations of the lessees under, the Underlying Agreements. Big Bear shall perform these obligations under this Section 17(c) not less than 30 days before the applicable deadline for the necessary actions to maintain the Underlying Agreements, and shall provide prompt notice to GPMUS of such actions;

d. permit GPMUS' designated representatives at reasonable times and intervals, and in any event on 24 hours courtesy notice to Big Bear, to visit and inspect the Lewiston Property, provided always that GPMUS shall abide by the rules and regulations laid down by Big Bear relating to matters of safety and efficiency in its operations, such access being at the sole risk and expense of GPMUS;

e. do all work on the Lewiston Property in a good and workmanlike fashion and in accordance with all applicable laws;

f. at the request of GPMUS, provide GPMUS with copies of all reports, maps, assay results and other relevant technical data with respect to the Lewiston Property, subject to GPMUS not disclosing such data, or otherwise using such data except in furtherance of this Agreement ;

g. notify GPMUS promptly of any significant exploration results;

h. provide GPMUS with copies of any and all notices received from any governmental authorities which are material to the Lewiston Property;

i. arrange for and maintain workers' compensation or equivalent coverage for all eligible employees engaged by it in accordance with local statutory requirements; and

j. maintain public liability insurance against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the Lewiston Property to a limit of not less than Two Million Dollars ($2,000,000.00) in the aggregate with respect to personal injury or death to any one or more persons or damage to property (and provide GPMUS with a certificate of insurance which shows GPMUS as a named insured on the policy).

18. Duties and Obligations of Big Bear on Termination of the Purchase Option. If the Purchase Option is terminated otherwise than upon the exercise thereof, Big Bear shall:

a. leave in good standing for a period of at least one year from the termination of the Purchase Option those mining claims comprising the Lewiston Property;

b. ensure that, as soon as practicable and in any event within sixty (60) days following termination, the Lewiston Property is not subject to any encumbrances other than those encumbrances existing as of the Effective Date;

c. make available to GPMUS within ninety (90) days of such termination, all drill core, reports, maps, assay results and other relevant technical data compiled by, prepared at the direction of, or in the possession of Big Bear with respect to the Lewiston Property and not theretofore furnished to GPMUS; and

d. within the time periods prescribed by applicable law, complete all reclamation work required under applicable law on the project by virtue of the activities of Big Bear during the currency of the Purchase Option. However, in no event shall Big Bear be responsible for reclamation of conditions existing on the Lewiston Property as of the Effective Date except to the extent Big Bear's activities further disturb or otherwise impact such pre-exisiting conditions.

19. Confidentiality. All proprietary information provided to or received from one party to the other party not already in the public domain shall be treated as confidential ("Confidential Information") and shall not be disclosed by either party or used by either party except in furtherance of this Option Agreement. During the due diligence period, the period during which Big Bear is proceeding to exercise its Purchase Option and for all time periods following Big Bear's completion of the earn-in deliverables set out herein, this confidentiality provision will supersede and take precedence over the Confidentiality Agreement. GPMUS agrees to agree to Big Bear's reasonable requests for disclosure during these time periods including needs to disclose information to potential investors and governmental agencies having jurisdiction over Big Bear, the Lewiston Property, and Big Bear's mining operations. Any news releases to be issued by a party which mention the name of the other party must first be reviewed and approved by the other party.

20. Indemnification. Big Bear covenants and agrees with GPMUS, and GPMUS covenants and agrees with Big Bear (the Party so covenanting being referred to in this Paragraph as the "Indemnifying Party", and the other Party being referred to in this Paragraph as the "Indemnified Party") that the Indemnifying Party shall:

(a) be solely liable and responsible for any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities or expenses, and all reasonable costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing which the Indemnified Party or any of its respective directors, officers, servants, agents and employees, together with the successors, assigns, administrators, executors, heirs and all other legal representatives of the foregoing, may suffer, sustain, pay or incur; and

(b) defend, indemnify and save the Indemnified Party and its respective directors, officers, servants, agents and employees, together with the successors, assigns, administrators, executors, heirs and all other legal representatives of the foregoing, harmless from any and all claims which may be brought against or suffered by such Persons or which they may sustain, pay or incur,

as a result of, arising out of, attributable to or connected with any breach or non-fulfillment of any representation, warranty, covenant or agreement on the part of the Indemnifying Party under this Agreement (other than Big Bear's failure to exercise the Purchase Option) or any misstatement or inaccuracy of or any other incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement or in any certificate or other document furnished by the Indemnifying Party pursuant to this Agreement.

If this Option Agreement and its attachments thereto accurately reflect your understanding and agreement, please execute and return this Option Agreement to my attention at your earliest convenience for counter-execution. I will return a fully executed copy for your records.

Sincerely,
BIG BEAR MINING CORP.

Steve Rix

ACKNOWLEDGED AND AGREED
this ___ day of March, 2011 by:
GOLDEN PREDATOR MINES US INC.

_____
John W. Legg, President

Attachment A
to Option Agreement between
Golden Predator Mines US Inc. and Big Bear Mining Corp.

As of the Effective Date, the Lewiston Property generally consists of all documents, records, data, permits, approvals, information, analyses, reports, and other information in whatever form owned or possessed by GPMUS concerning the following mining claims and rights. The parties intend to develop a final Attachment A that will supersede and replace this Attachment A to be used in a sale, conveyance and transfer of the Lewiston Property from GPMUS to Big Bear upon Big Bear's completion of the earn-in deliverables set out in Paragraph 6 of the Option Agreement. The final Attachment A will address any necessary corrections and after-acquired title of GPMUS concerning the Lewiston Property as well as include descriptions of all contracts, agreements, books, records, etc. owned or possessed by GPMUS concerning the Lewiston Property.

1. BM 1-13, BM 13A, BM 16-54, BM 56-60, BM 64-105, BMW 1-17, W No. 1-15, W No. 19, W No. 21-28, and W No. 30-60 claims acquired by GMPUS from Bald Mountain (Paul Miller) pursuant to a Deed and Assignment dated May 2008.

2. Good Hope, Good Foot, Miracle, Veta Grande, Jerry Dain, Jerry Dain #2, Jerry Dain #3, Amanda Lode, JDW and Hidden Hand claims acquired by GMPUS under a Mining Lease dated July 2006 between Quincy Energy Corp. and John Gyorvary (assigned to GPMUS April 2009). **NOTE THAT Section 10 of the Lease provides that either party can assign the lease with the consent of the other, which cannot be unreasonably withheld.**

3. Ruby, Ruby No. 1-4, Star Lode, Helen G. Lode and Mill Lode claims acquired by GMPUS under a Mining Lease dated October 2004 between Quincy Energy Corp. and the Shrankler Family Trust/Robert Ewers (assigned to GPUS April 2009). **NOTE THAT Section 10 of the Lease provides that either party can assign the lease with the consent of the other, which cannot be unreasonably withheld.**

[To be reviewed and confirmed by Big Bear as set forth above.]

Attachment B
to Option Agreement between
Golden Predator Mines US Inc. and Big Bear Mining Corp.

In its conveyance of mineral interests to Big Bear, GPMUS will retain an incremental sliding scale interest in net smelter returns (a "Royalty"), as defined and determined in accordance with Exhibit A attached hereto. on mineral products (or any insurance proceeds in case of a loss) from the claims covered without deduction such that the total royalty burden on each claim equals:

- five cent (5%) if the price of gold is equal to or greater than two thousand dollars (US $2000) per ounce; or
- four percent (4%) if the price of gold is equal to or greater than one thousand four hundred dollars (US $1400) per ounce; or
- three and three quarters percent (3.75%) if the price of gold is equal to or greater than one thousand one hundred dollars (US $1100) per ounce; or
- three and a half percent (3.5%) if the price of gold is equal to greater than seven hundred and fifty dollars (US $750) per ounce; or
- three and one quarter percent (3.25%) if the price of gold is equal to or greater than five hundred dollars (US $500) per ounce; or
- three percent (3%) if the price of gold is less than five hundred dollars (US $500) per ounce.

For example if the royalty burden on a claim is three and three quarters percent (3.75%) on the Effective Date, GPMUS may further burden that claim by retaining an additional sliding scale royalty interest that will fluctuate, in accordance with the values described above, with the price of gold from a maximum of two percent (2%) interest in net smelter returns when the price of gold is equal to or greater than two thousand dollars ($2000) per ounce to a minimum of three percent interest in net smelter returns when the price of gold is less than five hundred dollars ($500) per ounce. The price of gold shall be determined by the gross spot price of gold on the London Bullion market or other mutually agreeable price source or index on the day the smelter or other recipient of such production credits the account of Big Bear.

The Royalty will run with the land and not be merely contractual in nature. To this end Big Bear will cooperate with GPMUS in recording the Royalty on title to the claims.

Exhibit A
Net Smelter Returns

Payor: Golden Predator Mines US Inc.

Recipient: Big Bear Mining Corp.

1) **Definitions.** The terms defined in the instrument to which this Exhibit is attached and made part of shall have the same meanings in this Exhibit. The following definitions shall apply to this Exhibit.

a) "Gold Production" means the quantity of refined gold outturned to Payor's account by an independent third party refinery for gold produced from the Property during the quarter on either a provisional or final settlement basis.

b) "Gross Value" shall be determined on a quarterly basis and have the following meanings with respect to the following Minerals:

i) Gold

(a) If Payor sells gold concentrates, dore or ore, then Gross Value shall be the value of the gold contained in the gold concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such gold concentrates, dore and ore; (2) a reasonable recovery rate for the refined gold recoverable from such gold concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such gold concentrates, dore and ore); and (3) the Quarterly Average Gold Price for the quarter in which the gold concentrates, dore and ore were sold.

(b) If Payor produces refined gold (meeting the specifications of the London Bullion Market Association, and if the London Bullion Market Association no longer prescribes specifications, the specifications of such other association generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.1(a) above is not applicable, then for purposes of determining Gross Value, the refined gold shall be deemed to have been sold at the Quarterly Average Gold Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Gold Production during the quarter by the Quarterly Average Gold Price.

ii) Silver.

(a) If Payor sells silver concentrates, dore or ore, then Gross Value shall be the value of the silver contained in the silver concentrates, dore and ore determined by utilizing: (1) the mine weights and assays for such silver concentrates, dore and ore; (2) a reasonable recovery rate for the refined silver recoverable from such silver concentrates, dore and ore (which shall be adjusted annually to reflect the actual recovery rate of refined metal from such silver concentrates, dore and ore); and (3) the Quarterly Average Silver Price for the quarter in which the silver concentrates, dore and ore were sold.

(b) If Payor produces refined silver (meeting the specifications for refined silver subject to the New York Silver Price published by Handy & Harmon, and if Handy & Harmon no longer publishes such specifications, the specifications of such other association or entity generally accepted and recognized in the mining industry) from Minerals, and if Section 1.2.2(a) above is not applicable, the refined silver shall be deemed to have been sold at the Quarterly Average Silver Price for the quarter in which it was refined. The Gross Value shall be determined by multiplying Silver Production during the quarter by the Quarterly Average Silver Price.

iii) All Other Minerals.

(a) If Payor sells any concentrates, dore or ore of Minerals other than gold or silver, then Gross Value shall be the value of such Minerals determined by utilizing: (1) the mine weights and assays for such Minerals; (2) a reasonable recovery rate for the Minerals (which shall be adjusted annually to reflect the actual recovery rate of recovered or refined metal or product from such Minerals); and (3) the quarterly average price for the Minerals or product of the Minerals for the quarter in which the concentrates, dore or ore was sold. The quarterly average price shall be determined by reference to the market for such Minerals or product which is recognized in the mining industry as authoritative and reflective of the market for such Minerals or product.

(b) If Payor produces refined or processed metals from Minerals other than refined gold or refined silver, and if Section 1.2.3(a) above is not applicable, then Gross Value shall be equal to the amount of the proceeds received by Payor during the quarter from the sale of such refined or processed metals. Payor shall have the right to sell such refined or processed metals to an affiliated party, provided that such sales shall be considered, solely for purposes of determining Gross Value, to have been sold at prices and on terms no less favorable than those that would be obtained from an unaffiliated third party in similar quantities and under similar circumstances.

c) "Minerals" means gold, silver, platinum, antimony, mercury, copper, lead, zinc, and all other mineral elements and mineral compounds, but not geothermal resources, which are contemplated to exist on the Property or which are after the Effective Date discovered on the Property and which can be extracted, mined or processed by any method presently known or developed or invented after the Effective Date.

d) "Quarterly Average Gold Price" means the average London Bullion Market Association Afternoon Gold Fix, calculated by dividing the sum of all such prices reported for the quarter by the number of days for which such prices were reported during that quarter. If the London Bullion Market Association Afternoon Gold Fix ceases to be published, all such references shall be replaced with references to prices of gold for immediate sale in another established marked selected by Payor, as such prices are published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

e) "Quarterly Average Silver Price" means the average New York Silver Price as published daily by Handy & Harmon, calculated by dividing the sum of all such prices reported for the quarter by the number of days in such quarter for which such prices were reported. If the Handy & Harmon quotations cease to be published, all such references shall be replaced with references to prices of silver for immediate sale in another established market selected by Payor as published in Metals Week magazine, and if Metals Week magazine no longer publishes such prices, the prices of such other association or entity generally accepted and recognized in the mining industry.

f) "Net Smelter Returns" means the Gross Value of all Minerals, less the following costs, charges and expenses paid or incurred by Payor with respect to the refining and smelting of such Minerals:

i) Charges for smelting and refining (including sampling, assaying and penalty charges), but not any charges or costs of agglomeration, beneficiation, crushing, extraction, milling, mining or other processing; and

ii) Actual costs of transportation (including freight, insurance, security, transaction taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of such transportation) of concentrates or dore metal from the Property to the smelter or refinery, but not any charges or costs of transportation of Minerals or ores from any mine on the Property to an autoclave, concentrator, crusher, heap or other leach process, mill or plant.

g) "Property" means the real property described in the instrument to which these Net Smelter Returns provisions are attached and made a part.

h) "Silver Production" means the quantity of refined silver outturned to Payor's account by an independent third-party refinery for silver produced from the Property during the quarter on either a provisional or final settlement basis.

2) **Payment Procedures.**

a) **Accrual of Obligation.** Payor's obligation to pay the royalty shall accrue and become due and payable upon the sale or shipment from the Property of unrefined metals, dore metal, concentrates, ores or other Minerals or Minerals products or, if refined metals are produced, upon the outturn of refined metals meeting the requirements of the specified published price to Payor's account.

b) **Futures or Forward Sales, Etc..** Except as provided in Sections 1.2.1(a), 1.2.2(a) and 1.2.3 (a) (regarding sales of unprocessed gold and silver and sales of Minerals other than gold and silver), Gross Value shall be determined irrespective of any actual arrangements for the sale or other disposition of Minerals by Payor, specifically including but not limited to forward sales, futures trading or commodities options trading, and any other price hedging, price protection, and speculative arrangements that may involve the possible delivery of gold, silver or other metals produced from Minerals.

c) **Quarterly Calculations and Payments.** Net Smelter Returns royalties shall be determined on a quarterly basis. Payor shall pay Payor each quarterly royalty payment on or before the last business day of the quarter immediately following the quarter in which the royalty payment obligation accrued. Payor acknowledges that late payment by Payor to Recipient of royalty payments will cause Recipient to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any amount due and payable by Payor is not received by Recipient within ten (10) days after such amount is due, then Payor shall pay to Recipient a late charge equal to 10 percent (10%) of such overdue amount. Recipient’s acceptance of such late charge shall not constitute a waiver of Payor’s default with respect to such overdue amount, nor prevent Recipient from exercising any of Recipient’s other rights and remedies. If any amount payable by Payor remains delinquent for a period in excess of thirty (30) days, Payor shall pay to Recipient, in addition to the late payment, interest from and after the due date at the statutory interest rate.

d) **Statements.** At the time of payment of the royalty, Payor shall accompany such payment with a statement which shows in detail the quantities and grades of refined gold, silver or other metals or dore, concentrates or ores produced and sold or deemed sold by Payor in the preceding quarter; the Quarterly Average Gold Price and Quarterly Average Silver Price, as applicable; costs and other deductions, and other pertinent information in detail to explain the calculation of the payment with respect to such quarter. Payment shall be made to the address provided in the agreement or instrument to which this Exhibit is attached for purposes of notices or by wire transfer to an account which Recipient designates.

e) **Inventories and Stockpiles.** Payor shall include in all quarterly statements a description of the quantity and quality of any gold or silver dore that has been retained as inventory for more than ninety (90) days. Recipient shall have thirty (30) days after receipt of the statement to either: (a) elect that the dore be deemed sold, with Gross Value to be determined as provided in Sections 1.2.1 (b), with respect to gold, and 1.2.2(b), with respect to silver, as of such thirtieth (30th) day utilizing the mine weights and assays for such dore and utilizing a reasonable recovery rate for refined metal and reasonable deemed charges for all deductions which Payor is authorized to take, or (b) elect to wait until such time as the royalty payment otherwise would become payable pursuant to Sections 1.2.1(b) and 1.2.2(b). The Payor's failure to respond within such time shall be deemed to be an election to use the methods described in Sections 1.2.1(b) and 1.2.2(b).

f) **Audit.** Upon reasonable notice and at a reasonable time, the Recipient shall have the right to audit and examine the Payor's accounts and records relating to the calculation of the Net Smelter Returns royalty payments. If such audit determines that there has been a deficiency or an excess in the payment made to Recipient, such deficiency or excess shall be resolved by adjusting the next quarterly royalty payment due Recipient. Recipient shall pay all costs of such audit unless a deficiency of three percent (3%) or more of the royalty payment due for the calendar quarter in question is determined to exist. All books and records used by Payor to calculate the royalty payments shall be kept in accordance with generally accepted accounting principles applicable to the mining industry.

3) **Sampling and Commingling.** Payor shall have the right to commingle Minerals and ores from the Property and materials from other properties, provided, that Payor first informs Recipient, in writing, of Payor's intention to commingle and delivers to Recipient a detailed written description of Payor's commingling plan. Recipient shall have ninety (90) days during which to review and comment on Payor's proposed commingling plan. In any and all events, all Minerals and ores shall be measured and sampled by Payor in accordance with sound mining and metallurgical practices for metal and mineral content before commingling of any such Minerals or ores with materials from any other property. Representative samples of materials from the Property intended to be commingled shall be retained by Payor, and assays of these samples shall be made before commingling to determine the metal content of each ore. Detailed records shall be kept by Recipient showing measurements, assays of metal content and gross metal content of the materials from the Property are commingled.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
18 U.S.C. ss 1350, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Steve Rix certify that:

1. I have reviewed this quarterly report on Form 10-Q of Big Bear Mining Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 18, 2011

/s/ Steve Rix
Steve Rix
President, Secretary Treasurer and Director
(Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer)
Big Bear Mining Corp.

EXHIBIT 31.1

CERTIFICATION PURSUANT TO
18 U.S.C. ss 1350, AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Schifsky, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Big Bear Mining Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 18, 2011

/s/ Michael Schifsky
Michael Schifsky
Chief Financial Officer and Director
(Principal Financial Officer and Principal Accounting Officer)
Big Bear Mining Corp.

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Steve Rix, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q of Big Bear Mining Corp. for the period ended March 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Big Bear Mining Corp.

Dated: August 18, 2011

/s/ Steve Rix
Steve Rix
President, Secretary, Treasurer and Director
(Principal Executive Officer)
Big Bear Mining Corp.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Big Bear Mining Corp. and will be retained by Big Bear Mining Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Michael Schifsky, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) the Quarterly Report on Form 10-Q of Big Bear Mining Corp. for the period ended March 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Big Bear Mining Corp.

Dated: August 18, 2011

/s/ Michael Schifsky
Michael Schifsky
Chief Financial Officer and Director
(Principal Financial Officer and Principal Accounting Officer)
Big Bear Mining Corp.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Big Bear Mining Corp. and will be retained by Big Bear Mining Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

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Balance Sheets (Parenthetical) (USD $)	Jun. 30, 2011	Dec. 31, 2010
Consolidated Balance Sheets		
Common stock, par value	$ 0.001	$ 0.001
Common stock, shares authorized	1,500,000,000	1,500,000,000
Common stock, shares issued	86,180,000	81,890,000
Common stock, shares outstanding	86,180,000	81,890,000

Consolidated Statements of Operations (Unaudited) (USD $)	3 Months Ended		6 Months Ended		75 Months Ended
	Jun. 30, 2011	Jun. 30, 2010	Jun. 30, 2011	Jun. 30, 2010	Jun. 30, 2011
Operating Expenses:					
General and administrative	$ 81,148	$ 78,784	$ 174,515	$ 86,152	$ 506,372
Consulting and management	241,053	166,945	372,609	166,945	1,147,685
Mineral exploration	3,688	16,962	71,250	16,962	1,012,923
Net loss from operations	(325,889)	(262,691)	(618,374)	(270,059)	(2,666,980)
Other income:					
Interest income	13	151	39	151	862
Net loss	$ (325,876)	$ (262,540)	$ (618,335)	$ (269,908)	$ (2,666,118)
Net loss per share:					
Basic and diluted	$ 0.00	$ 0.00	$ (0.01)	$ 0.00	
Weighted average shares outstanding:					
Basic and diluted	84,165,311	109,609,341	83,033,941	124,198,619	

Document and Entity Information	6 Months Ended Jun. 30, 2011	Aug. 18, 2011
Document And Entity Information		
Entity Registrant Name	Big Bear Mining Corp.	
Entity Central Index Key	0001354213	
Document Type	10-Q	
Document Period End Date	Jun. 30, 2011	
Amendment Flag	false	
Current Fiscal Year End Date	--12-31	
Is Entity a Well-known Seasoned Issuer?	No	
Is Entity a Voluntary Filer?	No	
Is Entity's Reporting Status Current?	Yes	
Entity Filer Category	Smaller Reporting Company	
Entity Common Stock, Shares Outstanding		89,180,000
Document Fiscal Period Focus	Q2	
Document Fiscal Year Focus	2011	

MINERAL RIGHTS

6 Months Ended
Jun. 30, 2011

Notes to Financial Statements
MINERAL RIGHTS

NOTE 3 – MINERAL RIGHTS

Red Lake Properties, Ontario, Canada

Rubicon Option Agreement

Effective April 1, 2010, the Company entered into a property purchase option agreement (the "Rubicon Option Agreement") with Rubicon Minerals Corp. ("Rubicon") for the right and option to acquire from Rubicon up to 100% interest in a total of 14 mining claims (the "Rubicon Claims") in the Red Lake Mining Division of Northwestern Ontario, Canada. Considerations for the 100% interest are as follows:

- Initial cash payment of $20,000 (paid);
- Cash payment of $15,000 (paid) and issuance of common shares of the Company valued at $30,000 on April 1, 2011 (333,333 shares approved for issuance on April 5, 2011, valued at $0.09 per share which was the closing trading price on March 31, 2011);
- Cash payment of $20,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2012;
- Cash payment of $25,000 and issuance of common shares of the Company valued at $30,000 on April 1, 2013; and
- Cash payment of $30,000 on April 1, 2014.

In accordance with the Rubicon Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Rubicon Option Agreement is in good standing as of June 30, 2011 and the date of this filing.

Sol d' or Option Agreement

Effective April 11, 2010, the Company entered into a property purchase option agreement (the "Sol d' or Option Agreement") with Rubicon Minerals Corp. ("Rubicon"), whereby the Company is entitled to acquire from Rubicon up to 100% interest in nine claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $16,000 (paid) and issuance of 20,000 shares of the Company' s common stock (issued);
- Cash payment of $15,000 (paid) and issuance of 20,000 shares of the Company' s common stock on April 11, 2011 (approved for issuance on April 11, 2011, valued at $2,000);
- Cash payment of $20,000 and issuance of 20,000 shares of the Company' s common stock on April 11, 2012;
- Cash payment of $25,000 and issuance of 20,000 shares of the Company' s common stock on April 11, 2013; and
- Cash payment of $35,000 on April 11, 2014.

In accordance with the Sol d' or Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Sol d' or Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

Stevens Lake Option Agreement

Effective April 13, 2010, the Company entered into a property purchase option agreement (the "Stevens Lake Option Agreement") with Rubicon Minerals Corp. ("Rubicon"), whereby the Company is entitled to acquire up to 100% interest in three claims in the Birch/Uchi portion of the Red Lake Mining Division of Northwestern Ontario, Canada, and to participate in the further exploration and development of the Property. Considerations for the 100% interest in the nine claims are as follows:

- Initial cash payment of $7,000 (paid) and issuance of 20,000 shares of the Company' s common stock (issued);
- Cash payment of $12,000 (paid) and issuance of 20,000 shares of the Company' s common stock on April 13, 2011 (approved for issuance on May 6, 2011, valued at $1,400);
- Cash payment of $15,000 and issuance of 20,000 shares of the Company' s common stock on April 13, 2012;
- Cash payment of $20,000 and issuance of 20,000 shares of the Company' s common stock on April 13, 2013; and
- Cash payment of $30,000 on April 13, 2014.

In accordance with the Stevens Lake Option Agreement, Rubicon retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000. The Stevens Lake Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

The Company must meet the following work commitments on the Red Lake properties each year:

Claims		Amount
Rubicon Claims	$	56,400
Sol d'or Claims		41,200
Stevens Lake Claims		9,600
Total	$	107,200

From April 1, 2010 (inception of the first Red Lake option agreement) to June 30, 2011, the Company incurred total exploration costs of $178,000 on the three Red Lake mineral interests, which met the work commitments required by the government of Ontario.

Rattlesnake Property, Wyoming, USA

Rattlesnake Hills Option Agreement

Effective August 2, 2010 the Company entered into a property purchase option agreement (the "Rattlesnake Hills Option Agreement") with John Glasscock, a director of the Company, whereby the Company is entitled to acquire up to 100% interest in 452 mineral claims located in Natrona County, Wyoming. Considerations for the 100% interest in the claims are as follows:

- Initial cash payment of $250,000 (paid);
- Issuance of 1,000,000 shares of the Company' s common stock within 30 days of the agreement (issued);

- Issuance of second 1,000,000 shares of the Company' s common stock on or before the first anniversary of the agreement (approved for issuance on August 11, 2011);
- Issuance of third 1,000,000 shares of the Company' s common stock on or before the second anniversary of the agreement;

- Payments for all property costs which include annual lease payments estimated at $63,000 required by the State of Wyoming (2010 payments were made).

In accordance with the Rattlesnake Hills Option Agreement, Mr. Glasscock retains a royalty of 2% of the net smelter returns, 50% of which the Company has the option to purchase with cash payment of $1,000,000.

The work commitment on Rattlesnake Hills Property in accordance with the Option Agreement is $800,000 during the first year, $1,200,000 by August 2, 2012 and $1,600,000 by August 2, 2013. The terms for the work commitment were amended on July 19, 2011, whereby the second year' s work commitment of $1,200,000 was extended by 90 days to October 31, 2012, and the first year commitment was reduced to $652,724. In relation with the amendment 1,500,000 shares of the Company' s common stock were authorized for issuance to Mr. Glasscock on August 11, 2011.

The Rattlesnake Hills Option Agreement is in good standing as at June 30, 2011 and the date of this filing.

From August 2, 2010 (inception of the Rattlesnake Option Agreement) to June 30, 2011, the Company incurred total exploration costs of $784,170 on the Rattlesnake mineral interest.

The Company has recorded a liability for the estimated reclamation costs from the initial work performed on the Rattlesnake property. The liability was estimated to be $23,615 at June 30, 2011 and December 30, 2010.

Lewiston Property, Wyoming, USA

Effective May 10, 2011, the Company entered into a property purchase option agreement (the "Lewiston Property Option Agreement") with Golden Predator Mines US Inc. ("GPMUS"), a private Nevada corporation, whereby the Company is entitled to acquire 100% interest in mineral claims located in the Lewiston Mining District, Fremont Co., Wyoming. Considerations for the 100% interest in the claims are as follows:

- Cash payments of $200,000 as follows:
  - $40,000 by March 29, 2012 ($10,000 paid as non-refundable deposit):
  - $40,000 by March 29, 2013;
  - $40,000 by March 29, 2014;
  - $80,000 by March 29, 2015;
- Issuance of 1,100,000 shares of the Company' s common stock as follows:
  - 500,000 shares by May 15, 2011 (approved for issuance on May 9, 2011, valued at $40,000)
  - 200,000 shares by each of March 29, 2012, 2013 and 2014;
- Incur exploration expenditures of $1,000,000 as follows:

- $100,000 by March 29, 2012;

- $200,000 by March 29, 2013;
- $500,000 by March 29, 2014;

- $200,000 by March 29, 2015;

In addition to above consideration, pursuant to the option agreement the Company will make payments for all taxes and mining claims fees and other charges required to maintain the Lewiston Property in good standing. Annual property taxes are estimated to be $28,275 and annual lease payments are estimated to be $8,500.

Upon conveyance of the Lewiston claims, GPMUS will retain an incremental sliding scale interest in net smelter returns of between 3% to 5%, which will be contingent upon the price of gold.

BASIS OF PRESENTATION	6 Months Ended Jun. 30, 2011
Notes to Financial Statements	
BASIS OF PRESENTATION	NOTE 1 - BASIS OF PRESENTATION

The accompanying unaudited consolidated interim financial statements of Big Bear Mining Corp. (the “Company”) have been prepared in accordance with accounting principles generally accepted in the United States of America and the rules of the Securities and Exchange Commission ("SEC"), and should be read in conjunction with the audited consolidated financial statements and notes thereto contained in the Company's registration statement filed with the SEC on Form 10-K. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of financial position and the results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the full year. Notes to the consolidated financial statements which would substantially duplicate the disclosure contained in the audited consolidated financial statements for the most recent fiscal year 2010 as reported in Form 10-K, have been omitted.

Certain 2010 balances have been reclassified to conform to 2011 presentation.

RELATED PARTY TRANSACTIONS

6 Months Ended
Jun. 30, 2011

Notes to Financial Statements

RELATED PARTY TRANSACTIONS

NOTE 4 – RELATED PARTY TRANSACTIONS

During the six months ended June 30, 2011, the Company paid management fees of $60,000 to the President of the Company, incurred management fees of $60,000 to the Company' s Vice President of Exploration, management fees of $18,000 each to two directors of the Company, and $36,000 to a director and the CFO of the Company, respectively. At June 30, 2011, the Company had a balance of $22,000 owed to the directors.

During the six months ended June 30, 2011, the Company incurred $41,545 of geological consulting fees, travel costs to the Company' s mining sites, field supplies and other exploration related costs to a private company of which a director of the Company is a principal. At June 30, 2011, the Company had a balance of $83,921 owed to this private company.

Related party transactions are in the normal course of operations and are measured at the exchange amount, which is the amount of consideration established and agreed to by the related parties. Amounts due to related parties are unsecured, non-interest bearing and have no fixed terms of repayment.

COMMON STOCK

6 Months Ended
Jun. 30, 2011

Notes to Financial Statements
COMMON STOCK

NOTE 5 - COMMON STOCK

In January 2010, the Company received $50,000 as subscription for private placement of 250,000 shares of the Company' s common stock at $0.20 per share. The related common shares were issued on May 5, 2011.

On June 21, 2011, the Company renewed its consulting agreement with VISTA Partners LLC, and issued 1,500,000 shares of the Company' s common stock as consideration in accordance with the consulting agreement. The shares were valued at $120,000 based on the closing price of the Company' s stock on June 21, 2011. The Company must pay a $25,000 expense allowance within 60 days, and continued monthly payments of $10,000. The agreement has a six month term, and renews automatically unless cancelled by either party 30 days before expiration. In the event of renewal, the Company must issue an additional 2,000,000 shares to the consultant.

In March 2011, the Company entered into a financing agreement with Intosh Services Limited. The agreement allowed for up to $500,000 of common stock at $0.15 per share to be purchased by Intosh through March 31, 2011. On April 6, 2011 the Company issued 1,666,667 shares for gross proceeds of $250,000.

SUBSEQUENT EVENTS

6 Months Ended
Jun. 30, 2011

Notes to Financial Statements

SUBSEQUENT EVENTS

NOTE 6 – SUBSEQUENT EVENTS

On July 28, 2011, the Company signed an engagement letter with MidSouth Capital Inc. ("MidSouth") whereby MidSouth assists the Company raise equity financing for the following consideration:

- Issue 500,000 shares of the Company' s common stock five business days after the execution of the engagement letter, with the related shares issued on July 29, 2011;
- 10% of the capital raised by MidSouth for the Company; and

- Issue 100,000 shares of the Company' s common stock per every $100,000 cash raised for the period of two years.

The agreement is for a twelve-month initial period with an option to renew for an additional six months.

Consolidated Statements of Cash Flows (Unaudited) (USD $)	6 Months Ended		75 Months Ended
	Jun. 30, 2011	Jun. 30, 2010	Jun. 30, 2011
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss	$ (618,335)	$ (269,908)	$ (2,666,118)
Adjustments to reconcile net loss to cash used by operating activities:			
Shares issued for services	120,000	130,500	628,500
Depreciation expense	730		1,205
Changes in operating assets and liabilities:			
Restricted cash	54,200		
Prepaid expenses	14,545	(28,467)	(12,436)
Accounts payable	17,385	(10,279)	25,797
Accounts payable - related party	(4,012)		105,921
Other liability			23,615
CASH FLOWS USED IN OPERATING ACTIVITIES	(415,487)	(178,154)	(1,893,516)
CASH FLOWS USED IN INVESTING ACTIVITIES			
Acquisition of equipment			(2,920)
Acquisition of mineral properties	(52,000)	(43,000)	(345,000)
CASH FLOWS USED IN INVESTING ACTIVITIES	(52,000)	(43,000)	(347,920)
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from sale of common stock	250,000	1,450,000	2,244,800
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES	250,000	1,450,000	2,244,800
NET CHANGE IN CASH	(217,487)	1,228,846	3,364
Cash, beginning of period	220,851	1,317	
Cash, end of period	3,364	1,230,163	3,364
SUPPLEMENTAL CASH FLOW INFORMATION			
Interest paid			
Income taxes paid			
NON-CASH INVESTING AND FINANCING ACTIVITIES			
Shares issued for mineral property acquisition	73,400	45,000	318,400

RESTRICTED CASH

6 Months Ended
Jun. 30, 2011

Notes to Financial Statements
RESTRICTED CASH

NOTE 2 – RESTRICTED CASH

Restricted cash of $54,200 as of December 31, 2010 consists of cash deposited by the Company with the Department of Environmental Quality of the State of Wyoming as reclamation cash bond. The full amount of $54,200 was repaid to the Company on March 1, 2011 when the cash bond was replaced by a surety bond.

Consolidated Balance Sheets (Unaudited) (USD $)	Jun. 30, 2011	Dec. 31, 2010
Current assets:		
Cash and cash equivalent	$ 3,364	$ 220,851
Restricted cash		54,200
Prepaid expenses	12,436	26,981
Total current assets	15,800	302,032
Equipment, net	1,715	2,445
Mineral properties	663,400	538,000
Total assets	680,915	842,477
Current liabilities:		
Accounts payable	25,797	8,412
Accounts payable - related party	105,921	109,933
Total current liabilities	131,718	118,345
Other liability	23,615	23,615
Total liabilities	155,333	141,960
STOCKHOLDERS' EQUITY		
Common stock, $.001 par value, 1,500,000,000 shares authorized, 86,180,000 and 81,890,000 shares issued and outstanding as at June 30, 2011 and December 31, 2010 respectively	86,180	81,890
Additional paid-in-capital	3,105,520	2,666,410
Deficit accumulated during the exploration stage	(2,666,118)	(2,047,783)
Total stockholders' equity	525,582	700,517
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 680,915	$ 842,477