MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated the 1st day of September, 2006.

BETWEEN: **BADSHOT MOUNTAIN MINERALS LTD.** (the "Purchaser"), Suite 302 – 1620 West 8th Avenue, Vancouver, B.C. V6J 1Y4

AND: **MARSHALL BERTRAM**, ("Bertram"), Businessman, of Suite 302, 1620 West 8th Avenue, Vancouver, B.C. V6J 1Y4

-and-

MARK KILBY ("Kilby") and **JOHN RICHARD WOODCOCK** ("Woodcock"), (together "K&W"), Businessmen, c/o of Suite 308, 2352 West Broadway, Vancouver, B.C. V6K 2E5

WHEREAS Bertram holds a 100% interest in those 58 mineral claims comprising 23,168 hectares located in the Revelstoke Mining Division of British Columbia (the "Bertram Property"), as more particularly described in Schedule "A" hereto;

AND WHEREAS K&W hold a 100% interest in those 21 mineral claims comprising 5,969 hectares contiguous to the Bertram Property, located in the Revelstoke Mining Division of British Columbia (the "K&W Property"), as more particularly described in Schedule "B" hereto;

AND WHEREAS the Purchaser has agreed to purchase the Bertram Property and Bertram has agreed to sell the Bertram Property in accordance with the terms of this Agreement;

AND WHEREAS the Purchaser has agreed to purchase the K&W Property and K&W has agreed to sell the K&W Property in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, and for purposes of documenting the mutual understanding among the parties, each jointly and severally agrees as follows,

1. DEFINITIONS

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

"Bertram Property" means those 43 mineral claims, all as more particularly described in Schedule "A" hereto, together with all prospecting, research, exploration, exploitation, operating and mining permits, licences and leases associated therewith, mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licence or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such Property (including, without limitation, any Property issued to cover any internal gaps or fractions in respect of such ground), and any claims subsequently acquired in the area of mutual interest referred to in section 8 hereof.

"K&W Property" means those 21 mineral claims, all as more particularly described in Schedule "B" hereto, together with all prospecting, research, exploration, exploitation, operating and mining permits, licences and leases associated therewith, mineral, surface, water and ancillary or appurtenant rights attached or accruing thereto, and any mining licence or other form of substitute or successor mineral title or interest granted, obtained or issued in connection with or in place of or in substitution for any such Property (including, without limitation, any Property issued to cover any internal gaps or fractions in respect of such ground), and any claims subsequently acquired in the area of mutual interest referred to in section 8 hereof.

2. ACQUISITION AND DISPOSITION OF THE PROPERTIES

2.1 Bertram hereby sells, transfers and assigns to the Purchaser all of Bertram's right, title and interest in and to the Bertram Property for and in consideration of: (i) 2,500,000 common shares in the capital of the Purchaser (the "Bertram Shares") at a deemed price of $0.01 per share; and (ii) the NSR royalty referred to in section 2.3 below.

2.2 K&W hereby sells, transfers and assigns to the Purchaser all of their right, title and interest in and to the K&W Property for and in consideration of: (i) 3,000,000 common shares in the capital of the Purchaser (the "K&W Shares") at a deemed price of $0.01 per share; and (ii) the NSR royalty referred to in section 2.3 below. The K&W Shares will be issued equally between Kilby and Woodcock, each as to 1,500,000 shares.

2.3 The Purchaser hereby grants and agrees to pay to Bertram a royalty pertaining to product mined or removed from both the Bertram Property and to the K&W Property equivalent to 1% of net smelter returns received by the Purchaser, calculated in accordance with Schedule "C" hereto.

2.4 The Purchaser hereby grants and agrees to pay to Kilby and Woodstock a royalty pertaining to product mined or removed from both the K&W Property and to the Bertram Property equivalent to 2% of net smelter returns received by the Purchaser, calculated in accordance with Schedule "C" hereto.

3. REPRESENTATIONS AND COVENANTS OF THE PARTIES

3.1 Each of the parties represents and covenants to the others that:

(a) it has the full power, capacity and authority to enter into and perform its obligations under this Agreement and any agreement or instrument referred to or contemplated herein; and

(b) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party.

3.2 Bertram hereby represents and covenants with the Purchaser that:

(a) each of the mineral claims comprising the Bertram Property (i) has been or will be duly and validly staked and recorded with the applicable mining authority pursuant to all applicable laws and regulations; (ii) is accurately described in Schedule "A" hereto; (iii) is and will be in good standing until the dates stated in Schedule "A" hereto; and (iv) are free and clear of all liens, charges, royalties and encumbrances;

(b) title to the claims comprising the Bertram Property are properly and validly recorded in the name of Bertram or his representatives, and there are no adverse claims or challenges against or to the ownership or title to such mineral claims, nor to the best of Bertram's knowledge is there any basis therefor;

(c) there are no outstanding agreements or options to acquire or purchase an interest in any of the claims comprising the Bertram Property, or to explore, develop or exploit any part thereof, and no person has any royalty or other interest whatsoever in the same or any production therefrom; and

(d) there are no pending or threatened actions, suits, claims or proceedings regarding the Bertram Property or any portion thereof.

3.3 Each of Kilby and Woodcock hereby represents and covenants with the Purchaser that:

(a) each of the mineral claims comprising the K&W Property (i) has been or will be duly and validly staked and recorded with the applicable mining authority pursuant to all applicable laws and regulations; (ii) is accurately described in Schedule "B" hereto; (iii) is and will be in good standing until the dates stated in Schedule "B" hereto; and (iv) are free and clear of all liens, charges, royalties and encumbrances;

(b) title to the claims comprising the K&W Property are properly and validly recorded in the name of either Kilby or Woodcock (or their representatives), and there are no adverse claims or challenges against or to the ownership or title to such mineral claims, nor to the best of their knowledge is there any basis therefor;

(c) there are no outstanding agreements or options to acquire or purchase an interest in any of the claims comprising the K&W Property, or to explore, develop or exploit any part thereof, and no person has any royalty or other interest whatsoever in the same or any production therefrom; and

(d) there are no pending or threatened actions, suits, claims or proceedings regarding the K&W Property or any portion thereof.

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

4. CLOSING

4.1 In consideration of the Bertram Shares, Bertram will: (i) do all things necessary to transfer title of the claims comprising the Bertram Property to the Purchaser, and to have the same registered in the name of the Purchaser; and (ii) transfer and deliver to the Purchaser all records, logs, maps and information pertaining to the Bertram Property, either in his possession or which he can reasonably obtain.

4.2 In consideration of the K&W Shares, Kilby and Woodcock will: (i) do all things necessary to transfer title of the claims comprising the K&W Property to the Purchaser, and to have the same registered in the name of the Purchaser; and (ii) transfer and deliver to the Purchaser all records, logs, maps and information pertaining to the K&W Property, either in their possession or which they can reasonably obtain.

5. SHARING OF AND CONFIDENTIAL NATURE OF INFORMATION

5.1 Each party agrees that all information obtained hereunder will be the exclusive property of the parties and not publicly disclosed or used other than for the activities contemplated hereunder except as required by law or by the rules and regulations of any regulatory authority or stock exchange having jurisdiction or with the written consent of the other party, such consent not to be unreasonably withheld.

6. AREA OF MUTUAL INTEREST

6.1 An area of mutual interest shall exist for all lands within that area being four kilometers from the outer boundaries of each of the claims groups comprising the Bertram Property and the K&W Property as they exist as of the date of this Agreement.

6.2 If any party acquires any interest in any of the lands within the area of mutual interest, or enters into any type of agreement by which such an interest may be earned or otherwise acquired, then such party shall promptly notify each of the others of such acquisition or of such agreement, and this Agreement shall apply thereto, and such lands or interests within the area of mutual interest shall form part of the properties being acquired by the Purchaser, and the Royalty shall apply thereto.

6.3 Any interest acquired by a party in lands outside the area of mutual interest shall not be subject to the terms hereof. The area of mutual interest shall exist only for so long as the Purchaser retains an ownership interest in any part of the Bertram Property or the K&W Property.

7. NOTICES

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

(a) If to the Purchaser at: 1409 – 675 West Hastings Street, Vancouver, B.C. V6B 1W2

(b) If to Bertram at email: marshall@rainyriverresources.com;

(c) If to Kilby at e-mail: kilbym@axion.net; and

(d) If to Woodcock at e-mail: JohnrWood@telus.net

7.2 Any notice, direction or other instrument will:

(a) if delivered, be deemed to have been given and received on the day it was delivered;

(b) if mailed, be deemed to have been given and received on the fifth (5th) business day following the day of mailing, except in the event of disruption of the postal service in which event notice will be deemed to be received only when actually received; and

(c) if sent by email or other similar form of communication, be deemed to have been received by that party upon the sending party receiving electronic confirmation of delivery.

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

8. GENERAL

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

8.2 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

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

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

BADSHOT MOUNTAIN MINERALS LTD.
By Its Authorized Signatory

~~Bertram~~ Bertram
Marshall

Mark Kilby

John Richard Woodcock

Schedule A
Bertram Property Holdings

Tenure Number	Property	Tenure Type	Claim Name	Good To Date	Area (Ha)
540607	Bertram	Mineral	LD18	2007/sep/07	450.12
540609	Bertram	Mineral	LD19	2007/sep/07	490.94
540636	Bertram	Mineral	LD23	2007/sep/07	490.86
540651	Bertram	Mineral	LD24	2007/sep/07	511.13
540658	Bertram	Mineral	LD25	2007/sep/07	408.78
540662	Bertram	Mineral	LD26	2007/sep/07	449.55
540669	Bertram	Mineral	LD27	2007/sep/07	449.90
540673	Bertram	Mineral	LD28	2007/sep/07	429.60
540678	Bertram	Mineral	LD29	2007/sep/07	429.78
540681	Bertram	Mineral	LD30	2007/sep/07	511.63
540683	Bertram	Mineral	LD31	2007/sep/07	347.77
540684	Bertram	Mineral	LD32	2007/sep/07	491.38
540685	Bertram	Mineral	LD33	2007/sep/07	491.40
540686	Bertram	Mineral	LD34	2007/sep/07	511.63
540687	Bertram	Mineral	LD35	2007/sep/07	245.62
540688	Bertram	Mineral	LD36	2007/sep/07	388.85
540690	Bertram	Mineral	LD37	2007/sep/07	307.05
540696	Bertram	Mineral	LD38	2007/sep/07	511.38
540701	Bertram	Mineral	LD38	2007/sep/07	449.89
540704	Bertram	Mineral	LD40	2007/sep/07	367.30
540707	Bertram	Mineral	LD41	2007/sep/07	306.66
540710	Bertram	Mineral	LD42	2007/sep/07	286.14
540712	Bertram	Mineral	LD43	2007/sep/07	470.02
540714	Bertram	Mineral	LD44	2007/sep/07	306.45
540717	Bertram	Mineral	LD45	2007/sep/07	285.93
540720	Bertram	Mineral	LD46	2007/sep/07	490.09
540723	Bertram	Mineral	LD47	2007/sep/07	183.72
540726	Bertram	Mineral	LD48	2007/sep/07	509.93
540727	Bertram	Mineral	LD49	2007/sep/07	489.50
540728	Bertram	Mineral	LD50	2007/sep/07	183.67
540730	Bertram	Mineral	LD52	2007/sep/07	367.41
540731	Bertram	Mineral	LD53	2007/sep/07	387.61
540732	Bertram	Mineral	LD54	2007/sep/07	367.70
540733	Bertram	Mineral	LD55	2007/sep/07	469.62
540735	Bertram	Mineral	LD56	2007/sep/07	306.34
545224	Bertram	Mineral	LD57	2007/nov/12	265.47
545532	Bertram	Mineral	LD58	2007/nov/20	471.00
545533	Bertram	Mineral	LD59	2007/nov/20	348.08
545535	Bertram	Mineral	LD60	2007/nov/20	348.17
545536	Bertram	Mineral	LD61	2007/nov/20	430.09
545537	Bertram	Mineral	LD62	2007/nov/20	491.58
545538	Bertram	Mineral	LD63	2007/nov/20	512.15
545539	Bertram	Mineral	LD64	2007/nov/20	491.77
545938	Bertram	Mineral	LD65	2007/nov/26	266.13
545939	Bertram	Mineral	LD66	2007/nov/26	204.67

Schedule A
Bertram Property Holdings-Continued

Tenure Number	Property	Tenure Type	Claim Name	Good To Date	Area (Ha)
541319	Bertram	Mineral	PC1	2007/sep/15	488.91
541320	Bertram	Mineral	PC2	2007/sep/15	427.75
541506	Bertram	Mineral	PC3	2007/sep/17	488.65
541507	Bertram	Mineral	PC4	2007/sep/17	488.61
541509	Bertram	Mineral	PC5	2007/sep/17	488.78
541511	Bertram	Mineral	PC6	2007/sep/17	488.94
541512	Bertram	Mineral	PC7	2007/sep/17	326.02
542179	Bertram	Mineral	PC8	2007/sep/29	509.38
546821	Bertram	Mineral	PC9	2007/dec/07	407.63
546822	Bertram	Mineral	PC10	2007/dec/07	244.59
546825	Bertram	Mineral	PC11	2007/dec/07	468.09
546826	Bertram	Mineral	PC12	2007/dec/07	366.32
				Total Hectares:	**23168.13**

Schedule B
K&W Property Holdings

Tenure Number	Property	Tenure Type	Claim Name	Good To Date	Area (Ha)
387794	K&W	Mineral	BOYD 6	2007/jun/25	25.00
525658	K&W	Mineral	LD1	2007/jan/16	81.63
525660	K&W	Mineral	LD2	2007/jan/16	244.86
525661	K&W	Mineral	LD3	2007/jan/16	306.04
525662	K&W	Mineral	LD4	2007/jan/16	244.90
525663	K&W	Mineral	LD5	2007/jan/16	163.28
525664	K&W	Mineral	LD6	2007/jan/16	347.04
525665	K&W	Mineral	LD7	2007/jan/16	428.72
525667	K&W	Mineral	LD8	2007/jan/16	347.11
525668	K&W	Mineral	LD9	2007/jan/16	245.03
525670	K&W	Mineral	LD10	2007/jan/16	142.98
525671	K&W	Mineral	LD11	2007/jan/16	511.01
525672	K&W	Mineral	LD12	2007/jan/16	470.19
525674	K&W	Mineral	LD13	2007/jan/16	367.81
525675	K&W	Mineral	LD14	2007/jan/16	511.00
525676	K&W	Mineral	LD15	2007/jan/16	224.38
525677	K&W	Mineral	LD16	2007/jan/16	122.58
525678	K&W	Mineral	LD17	2007/jan/16	122.55
526126	K&W	Mineral	LD20	2007/jan/24	347.66
526127	K&W	Mineral	LD21	2007/jan/24	368.09
526128	K&W	Mineral	LD22	2007/jan/24	347.29
				Total Hectares:	**5969.15**

SCHEDULE "C"

NET SMELTER RETURN

1. For the purposes of this Schedule B and of calculating the amount of royalty payable hereunder:

(a) "net smelter return" - means the amount of money actually received from the sale of the ores mined from the Property or from the sale of the concentrates or other products derived therefrom, less all costs or expenses incurred with respect to freight, trucking or handling of ores, concentrates or other products ex headframe in the case of ores and ex mill or other treatment facility in the case of concentrates or other products;

(b) "Operator" - means the party responsible for the carrying on of the operations relating to the Property;

(c) "Owner" - means the person or persons that own an interest in the Property as at the relevant time including, without limitation, the Operator if the Operator has such an interest;

(d) "Property" - means the Property as defined in the annexed agreement;

(e) "Recipient" - means the party or parties that are from time to time entitled to be paid the royalty hereunder;

(f) "year" - means the calendar year and a reference to a subdivision of a year means a reference to the relevant subdivision of a calendar year;

(g) those terms defined in the agreement of which this Schedule B is part shall have the same meanings as so defined (save as otherwise provided in this Schedule B).

2. All calculations and computations relating to the royalty shall be carried out in accordance with generally accepted accounting principles and good mining practice.

3. Subject to the provisions hereof, the amount of royalty payable to the Recipient hereunder shall be calculated by the operator as at the end of each quarter and shall be payable to the Recipient on or before the 15th day of the next following quarter; provided, however, that the Operator shall deduct from royalty otherwise payable the amount of any advance royalty paid pursuant to the annexed agreement until such time as the aggregate amount of the advance royalty so paid has been so deducted.

4. With each payment of royalty, the Operator shall deliver to the Recipient a statement indicating the nature of the payment being made, if any, the manner in which it was determined and, as at the date of such calculation, the aggregate amount of advance royalty (if any) paid and not deducted hereunder. If no royalty is payable in any quarter, the Operator shall deliver a statement accordingly. Within 90 days after the end of each year in which royalty is payable, or save for deduction of advance royalty previously paid would be payable, the Operator shall deliver to the Recipient a certificate confirming the determination of the amount of royalty paid or otherwise payable during the said year.

5 The Operator shall keep separate accounts relating to its operations hereunder and, upon the prior written request of the Recipient, duly authorized representatives of the Recipient may have access to such accounts for the purpose of confirming any information contained in a statement delivered to the Recipient pursuant to the