THIS OPTION AGREEMENT made effective as of the 3rd day of November, 2003.

BETWEEN:

GAMBIER MINING CORP., a company duly incorporated under the laws of British Columbia and having its head office at # 520 – 595 Howe Street, Vancouver, B.C,. V6C 2V5

(hereinafter referred to as "Optionor")

OF THE FIRST PART

AND:

RED TUSK RESOURCES INC., a company incorporated under the laws of British Columbia and having its head office at #620 – 800 West Pender Street, Vancouver, B.C. V6C 2V6

(hereinafter referred to as "Optionee")

OF THE SECOND PART

WHEREAS:

A. The Optionor is the recorded and/or owner in trust of the 100% interest in and to 494 mineral claims located in the Vancouver Mining Division as more particularly described in Schedule A" attached to and make a part of this Agreement.

B. The Optionor has agreed to grant to the Optionee an option to acquire a 100% interest in and to the Property subject to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, representations and warranties given by each of the parties to the other, the receipt and sufficiency of which is hereby expressly acknowledged, the parties do thereby agree as follows:

1. DEFINITIONS

1.1 In this Agreement, including the Schedules hereto, unless the context otherwise requires, the following words and expressions shall have the following meanings:

(a) "Affiliate" means with respect to a party, any individual, corporation, body corporate, partnership, association, unincorporated organization or any other legal entity which directly or indirectly controls, is controlled by, or is under common control with that party;

(b) "Agreement" means the Option Agreement as amended in writing from time to time;

(c) "Agreement Date" means the date this Agreement as first set out above;

(d) "Closing Date" means the date that is ten business days after receipt by the Optionee of written confirmation from the Exchange that this Agreement has been accepted for filing;

(e) "Confidential Information" means the terms of this Agreement and any information regarding or relating to the Mining Work;

(f) "Exchange" means the TSX Venture Exchange;

(g) "Exchange Acceptance" means the acceptance for filing of this Agreement by the Exchange;

(h) "Expenditures" means all cash, expenses, obligations and liabilities of whatever kind or nature spent or incurred directly or indirectly in connection with Mining Work;

(i) "Mining Work" means every kind of work done on or in respect of the Property or the products therefrom by or under the direction of or on behalf of or for the benefit of the parties or any one or more of them;

(j) "Net Smelter Return" means the received or deemed to have been received by the Optionee from the production and sale or deemed sale of any Product produced from the Property, set out in Schedule "B";

(k) "Net Smelter Return Royalty" means the royalty payable on the net smelter return as set out in Schedule "B";

(l) "Option" means the option granted by Optionor to Optionee as more particularly set forth in Section 4;

(m) "Optionor" means Gambier Mining Corp.;

(n) "Optionee" means Red Tusk Resources Inc.;

(o) "Operator" means Red Tusk Resources Inc.;

(p) "Product" means all ores, metals and minerals mined or extracted from the Property and any concentrates produced therefrom;

(q) "Property" means the land located in the Vancouver Mining Division, as more particularly described in Schedule "A" hereto and shall include any renewal thereof and any form of successor or substitute title thereto;

(r) "Shares" means common shares in the capital of the Optionee;

(s) "Transfer Restrictions" means the restrictions on the transfer of the shares of the Optionee as required by applicable securities laws;

(t) "Units" means one common share of the Optionee to be issued for no additional consideration and one share purchase warrant. Each share purchase warrant shall be exercisable into one common share of the Optionee for 12 months from the date of issue as a price equal to the initial public offering price.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Optionor represents and warrants to the Optionee that:

(a) it is a corporate trust as described in Schedule A" validly subsisting and is in good standing and is qualified to do business in the jurisdiction in which the Property is located;

(b) any two of George Nicholson, Ronald Fisher and John Versvelt have full power and absolute authority and capacity to enter into this Agreement on behalf of the trust and to carry out the transactions contemplated except where regulatory approval is required;

(c) the Optionor is the beneficial and registered owner in trust of an undivided 100% interest in the Property;

(d) the Property is in good standing under the laws of Canada and all payments and filings required to be made and filed with the applicable mining recorder have been made and filed and the Property is free and clear of all liens, charges and encumbrances, and is not subject to any claim, right or interest of any other person;

(e) to the best of the Optioner's knowledge, it has complied with all the laws in effect in the jurisdiction in which the Property is located with respect to the Property and that such Property has been duly and properly staked and recorded in accordance with such laws;

(f) the Optionee may enter in, under or upon the Property for all purposes of this Agreement without making any payment to, and without accounting to or obtaining the permission of, any other person other than any payments required to be made under this Agreement;

(g) to the best of the Optionor's knowledge, there is no adverse claim or challenge against or to the ownership of or title to the Property or any portion thereof, other than ongoing First Nation Claims discussions, nor is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or interest therein;

(h) except as permitted under any laws of the jurisdiction in which the Property is located, to the best of the knowledge and belief of the Optionor, its principals or management after having made reasonable inquiry:

(i) there has been no material spill, discharge, leak emission, ejection, except, dumping or any release or threatened release of any kind, of any toxic or hazardous substance or waste (as defined by any applicable law) from, on, in or under the Property, or into the environment;

(ii) no toxic or hazardous substance or waste has been disposed of or is located on the Property as a result of the activities of the Optionor or its predecessors in interest; and

(iii) no toxic or hazardous substance or waste has been treated on or is now stored on the Property.

2.2 The Optionee represents to the Optionor that:

(a) subject to Exchange Acceptance, it has the full power and absolute authority and capacity to enter into this Agreement and to carry out the transactions contemplated hereby and is in good standing under the laws of the jurisdiction of its incorporation and is or will be qualified to do business in the jurisdiction in which the Property is located;

(b) it will observe the terms and conditions of this Agreement including the requirements for any royalties payable under the Agreement;

(c) it has duly obtained all corporation authorizations for the execution, delivery and performance of this Agreement and such execution, delivery and performance and the consummation of the transactions herein contemplated will not conflict with, or accelerate the performance required by 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, lien or charge under the provisions of its constating documents whatsoever to which it is a party or by which it is bound or to which it may be subject and will not contravene any applicable law.

2.3 The representations and warranties hereinbefore set out are conditions on which the parties have relied in entering into this Agreement, are to be construed as both conditions and warranties and shall, regardless of any investigation which may have been made by or on behalf of any party as to the accuracy of such representations and warranties, survive the closing of the transactions contemplated hereby and the acquisition of any interest in the Property hereunder 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 or warranty contained in this Agreement;

3. CONDITION PRECEDENT

3.1 This Agreement is subject to the Optionor and the Optionee obtaining Exchange Acceptance hereof and both parties agree to be found by any terms of acceptance for this Agreement if varied by the Exchange.

4. OPTION

4.1 The Optionor hereby irrevocably grants unto the Optionee the exclusive right to acquire an undivided 100% legal and beneficial interest in the Property subject to the Net Smelter Return Royalty in consideration of:

(a) paying $250,000. in property payments and the issueance of 300,000 units And 2,500,000 shares to the Optionor;

(b) the expenditure of $3,300,000. on exploration and development on the Property and the payment of advance royalty payments;

(c) the Optionee shall earn the interest by:

(i) paying $15,000. to the Optioner upon the execution hereof; (which has been paid)

(ii) paying $35,000. property payment to the Optionor on the sooner of trading on the TSX Venture Exchange or July 1, 2004;

(iii) paying $50,000. property payment to the Optionor on or before July 1, 2005, 2006, 2007 and 2008;

(iv) paying $50,000. advance royalty payment to the Optionor on or before July 1 of each year starting 2010;

(e) issuing 300,000 units to the Optionor upon Exchange Acceptance and trading;

(f) issuing 2,500,000 shares to the Optionor as follows:

(i) 300,000 shares on or before December 1, 2004, subject to Exchange Acceptance of a geological report summarizing the $300,000 exploration work done on the Property and recommending further work on the Property;

(ii) 400,000 shares on or before December 1, 2005, subject to Exchange Acceptance of a geological report summarizing the $500,000. exploration work done on the Property and recommending further work on the Property;

(iii) 500,000 shares on or before December 1, 2006, subject to Exchange Acceptance of a geological report summarizing the $700,000. exploration work done on the Property and recommending further work on the Property;

(iv) 600,000 shares on or before December 1, 2007, subject to Exchange Acceptance of a geological report summarizing the $700,000. exploration work done on the Property and recommending further work on the Property;

(v) 700,000 shares on or before December 1, 2008, subject to Exchange Acceptance of a geological report summarizing the $1,000,000. exploration work done on the Property.

(g) incurring expenditures of $3,300,000. July 1, 2008 on exploration and development on the Property as follows:

(i) $100,000. on or before January 31, 2004; (which has been completed)

(ii) $300,000. on or before December 1, 2004;

(iii) $500,000. on or before December 1, 2005;

(iv) $700,000. on or before December 1, 2006;

(v) $700,000. on or before December 1, 2007; and

(vi) $1,000,000. on or before December 1, 2008.

4.2 Any units and shares issued by the Optionee pursuant to this Section will be subject to the transfer restrictions;

4.3 The Optionee shall issue to the Optionor 1,500,000 shares upon the completion of a positive feasibility report recommending that the Property be put into production.

4.4 The Optionee shall pay a finder's fee based on Exchange rules to Dennis Baxter upon listing on the TSX Venture Exchange.

5.1 OPTION ONLY

5.1 This Agreement confers an option only and, except as otherwise expressly provided herein, the doing of any act or the making or incurring of any Expenditures by a party shall not be construed as obligating such party to do any further or other act or make or incur any further or other Expenditures.

6. VESTING OF INTEREST

6.1 When the Optionee has paid $250,000. in property payments, issued 300,000 units and 2,500,000 shares and incurred $3,300,000. on expenditures on the Property, the Optionee will have a vested an undivided beneficial 100% right, title and interest in the Property subject to Net Smelter Royalty and the option will have been exercised in full.

7. NET SMELTER RETURN

7.1 Upon the vesting of the Optionee's interest, the Optionee will be deemed to have granted a 2.5% Net Smelter Return Royalty to the Optionor. The Net Smelter Return Royalty shall be governed by the terms and conditions and calculated in accordance with the formula set out in Schedule "B" hereto.

7.2 The Net Smelter Return Royalty shall comprise an interest in real property that shall run with the Property and shall bind the successors and assigns of the Optionee. The Net Smelter Return Royalty shall attach to any amendments, relocations or conversions of any mining claims or leases comprising the Property, or to any renewals or extensions of leases, and to any mineral rights acquired by the Optionee and any affiliates in lands embraced within the Property within one year after the loss or relinquishment of any mining claim or lease comprising the Property.

7.3 The Optionee shall have the right to buy back 60% of the Net Smelter Return Royalty for the sum of $1,500,000. Upon payment of the aforementioned sum by the

Optionee to the Optionor, the Optionor shall have a one (1%) percent Net Smelter Return Royalty and, except as otherwise provided herein or agreed between the parties, shall have no further right to any revenues, profits, income or any other moneis derived from the Property.

8. TERMINATION OF OPTION

8.1 Should the exploration expenditure, payment of cash consideration and required Unit and Share issuances set out in Section 4 not be completed in full on or before their respective due dates then the Option shall terminate and the Optionee shall earn no interest in the Property pursuant to the terms hereof.

8.2 If the Optionee fails to fulfil the obligations set out in Section 4 within the time periods provided therein, the Optionor may, by notice to the Optionee, terminate the Option in accordance with the provisions of this section.

8.3 The Optionee may terminate this Agreement at any time by giving written notice of such termination to the Optionor. This Agreement shall terminate on the date the Optionor is deemed to have received such notice in accordance with Section 14 herein. Upon such termination, this Agreement shall be of no further force and effect, except that the Optionee shall be required to make any payments or share issuances due and owing at the time the notice of termination is deemed to have been received by the Optionor.

9. RIGHT OF ENTRY

9.1 Except as otherwise provided in this Agreement, until the Option is exercised or terminated in accordance with the terms of this Agreement, the Optionee, its servants and agents shall have the sole and exclusive rights to:

(a) enter in, under or upon the Property and conduct mining work;

(b) exclusive and quiet possession of the Property;

(c) bring upon the Property and to erect thereon such mining facilities as it may consider advisable, and

(d) remove from the Property ore or mineral products for the purpose of bulk sampling, pilot plant or test operations.

10. OPERATOR

10.1 The Optionee shall either be the Operator or have the power to appoint the Operator for the Property. The Operator shall have full right, power and authority to do everything necessary or desirable in connection with the mining work, without limiting the generality of the foregoing, the right, power and authority to:

(a) regulate access to the Property subject only to the right of representatives of Optionor to have access to the Property at all reasonable times for the purpose of inspecting mining work thereon at the Optionor's own risk and expense;

(b) employ and engage such employees, agents and independent contractors as it may consider necessary or advisable to carry out its duties and obligations hereunder and in this connection to delegate any of its powers and rights to perform its duties and obligations hereunder; and

(c) exclude any of the claims comprising the Property from this Agreement provided it shall give 45 days prior notice to the parties of its intention to do so, any one of whom may notify the Operator within such 45 day period of its or their desire to hold such claims and, upon receipt of such notification, the Operator shall not dispose of such claims; and claims excluded shall no longer be subject to this Agreement.

10.2 Until the Optionee has been vested with a 100% interest in the Property the Optionor shall appoint the Optionee as operator to carry out mineral exploration and mining work on the Property.

11. DUTIES AND OBLIGATIONS OF THE OPERATOR

11.1 The Optionee agrees that during the term of this Agreement, where it is the Operator, it shall do, or where it has appointed an Operator, it will cause the Operator to do the following:

(a) carry out exploration and development work on the Property in accordance with recognized good and workmanlike exploration and engineering practices and in conformity in all respect with all applicable governmental mining laws and regulations;

(b) keep the Property free of liens, including builder's liens and miner's liens, and should any liens be filed, remove the same within 30 days of their filing;

(c) upon the termination of this Agreement, leave the Property in a safe condition in accordance with applicable statutes and regulations, including environmental restoration requirements;

(d) maintain the mineral rights comprising the Property in good standing;

(e) at all times maintain and keep true and correct records of all production and disposition thereof and of all expenditures incurred, as well as all other data necessary or proper for all settlement of accounts between the parties hereto in connection with their rights and obligations under this Agreement. Such records shall be open at all reasonable times upon reasonable notice for inspection by the Optionor or his duly authorized representative; and

(f) indemnify and hold harmless the Optionor from and against any damage , claim or demand arising out of any failure to comply with subsection (a) through (e) herein.

12. CONFIDENTIALITY OF INFORMATION

12.1. No party to this Agreement shall, without the express written consent of the other party or parties, disclose any of the terms of this Agreement or any information regarding or relating to the mining work (the "Confidential Information") to any other person or entity. Notwithstanding anything contained in this section the parties shall have the right to disclose the Confidential Information in strict confidence to their attorneys or financial and mining consultants any may make any disclosure which may be required by law, securities regulatory bodies, or stock exchanges governing any of the parties.

13. NOTICE

13.1 Any notice required or permitted to be given under this Agreement shall be in writing and delivered by registered mail, facsimile transmission, courier or by hand, in each case addressed to the intended recipient at the address set out on the first page of this Agreement. Any notice delivered by registered mail, courier or hand will be deemed to have been given on the day it was received. Any notice given by facsimile transmission will be deemed to have been given upon confirmation by telephone of receipt.

14. FORCE MAJEURE

14.1 If a party is prevented from or delayed in performing any of its obligations required under this Agreement by a cause beyond its reasonable control (other than its own lack of funds), the time for the performance of the obligation shall be extended for a period equivalent to the period of the delay resulting from the cause beyond the party's reasonable control. A party intending to rely on this section must provide the other party or parties with notice of the occurrence of the event which gives rise to the delay as soon as possible after it occurs.

14.2 A cause beyond a party's reasonable control shall include, but not be limited to, acts of God, fire, floods, explosions, labour disputes, strikes, threats of imminent strike, lockouts or other industrial disturbances, plant breakdowns or failure of operating equipment, interruptions or delays in transportation, war, insurrection or mob violence, nationalization, laws, rules and regulations or orders of any duly constituted governmental authority or non-availability of labour, equipment or materials.

15. DEFAULT

15.1 Where a party is in default with respect to the performance of any of its duties or obligations under this Agreement, a non-defaulting party may provide written notice to the defaulting party specifying the default. If within 30 days (or, if such default cannot reasonably be cured within 30 days, with such period as may reasonably be required to cure such default) after the giving of notice of default by the non-defaulting party or parties, the defaulting party has failed to cure the default, the non-defaulting party shall then be entitled to seek any remedy it may have on account of such default. The defaulting party shall not lose any rights under this Agreement, nor shall the Agreement or the Option, as the case may be, terminate upon notice of the default being given by the non-defaulting party.

16. GENERAL

16.1 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.

16.2 Time of the Essence. Time shall be of the essence of this Agreement.

16.3 Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia.

16.4 Association of Parties. Nothing contained in this Agreement shall be deemed to constitute a party, a partner, an agent or a legal representative of any other party.

16.5 Headings. The headings of the sections of this Agreement are for convenience only and do not form a part of this Agreement. They are not intended to affect the construction of anything herein contained or govern the rights and liabilities of the parties.

16.6 Approvals. Notwithstanding anything to the contrary herein contained, this Agreement shall be subject to Exchange Acceptance and the prior receipt of any requisite third party consents.

16.7 Further Assurances. Upon the written request of any of the parties, the other parties agree to furnish such additional further assurances or documents as may be reasonably necessary to carry out the intent, purposes and terms of this Agreements.

16.8 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, heirs, administrators and legal representatives.

16.9 Assignments. This Agreement and the benefits, rights, duties and obligations of the Optionee may be assigned by the Optionee, in whole or in part, including by way of joint venture, without the prior written consent of the Optionor, provided notice is due course is provided to the Optionor.

16.10 Amendments. This Agreement may only be changed by an agreement in writing, duly executed by the party or parties against which enforcement, waiver, change, modification or discharge is sought.

16.11 Severability. If any one or more of the provisions contained herein should be held to be invalid, unenforceable or illegal in any respect in any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16.12 Number or Gender. Words used herein importing the singular only shall include the plural, and vice-versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice-versa, and words importing persons shall include firms and corporations.

16.13 Waiver. Waiver of any provisions herein by any party hereto shall not be construed as a waiver of any other provisions or terms of this Agreement.

16.14 Execution in Counterpart. This Agreement may be executed in counterparts which may be delivered by facsimile. Each executed counterpart shall be deemed to be an original and all such counterparts when read together constitute one and the same instrument.

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

GAMBIER MINING CORP.

Per: ______________________
Authorized Signatory

Per: ______________________
Authorized Signatory

RED TUSK RESOURCES INC.

Per: ______________________
Authorized Signatory

Per: ______________________
Authorized Signatory

SCHEDULE "A"

To the Option Agreement dated November 3, 2003 between **Gambier Mining Corp** and **Red Tusk Resources Inc.**

Claim Number	# Units	Record #	Expiry Date
COMMONWEALTH 1	9	402487	May 19, 2004
COMMONWEALTH 2	20	402488	May 19, 2004
COMMONWEALTH 3	20	402489	May 19, 2004
COMMONWEALTH 4	18	402490	May 19, 2004
COMMONWEALTH 5	12	402565	May 19, 2004
COMMONWEALTH 6	10	402566	May 19, 2004
COMMONWEALTH 7	8	402567	May 19, 2004
COMMONWEALTH 8	20	402568	May 19, 2004
COMMONWEALTH 9	9	402800	May 19, 2004
COMMONWEALTH 10	20	402801	May 19, 2004
COMMONWEALTH 11	12	402802	May 19, 2004
COMMONWEALTH 12	15	402803	May 19, 2004
COMMONWEALTH 13	8	406949	November 18, 2004
COMMONWEALTH 14	20	406950	November 18, 2004
COMMONWEALTH 15	20	406951	November 18, 2004
COMMONWEALTH 16	20	406952	November 18, 2004
BRITANNIA 1	4	402598	May 19, 2004
BRITANNIA 2	9	402599	May 19, 2004
BRITANNIA 3	18	402600	May 19, 2004
BRITANNIA 4	16	402601	May 19, 2004
DOMINION 2	15	402804	May 19, 2004
DOMINION 3	18	402805	May 19, 2004
DOMINION 4	14	402806	May 19, 2004
DOMINION 5	6	402807	May 19, 2004
DOMINION 6	18	402808	May 19, 2004
DOMINION 7	15	402809	May 19, 2004
DOMINION 8	14	402810	May 19, 2004
DOMINION 9	6	402811	May 19, 2004
DOMINION 10	18	402812	May 19, 2004
DOMINION 11	14	402813	May 19, 2004
DOMINION 12	14	402814	May 19, 2004
DOMINION 13	12	402815	May 19, 2004
DOMINION 14	10	402816	May 19, 2004
DOMINION 15	6	402817	May 19, 2004
DOMINION 16	20	402818	May 19, 2004

* NB – Prior to filing of recently completed assessment work.

SCHEDULE “B”

To the Option Agreement dated November 3, 2003 between **Gambier Mining Corp.** and **Red Tusk Resources Inc.**

Net Smelter Returns

1. In the Agreement, “Net Smelter Returns” means the net amount of money received by the Payor for its own account from the sale of ore, or ore concentrates or any other products from the Property to a smelter or other ore buyer after deduction of smelter and/or refining charges, ore treatment charges, penalties and any and all charges made by the purchaser of ore or concentrates, less any and all transportation costs which may be incurred in connection with the transportation of ore or concentrates.

2. Payment of Net Smelter Returns by the Payor to the Owner shall be made quarterly within 45 days after the end of each fiscal quarter of the Payor and shall be accompanied by unaudited financial statements pertaining to the operation carried out by the Payor on the Property. Within 90 days after the end of each fiscal year of the Payor in which Net Smelter Returns are payable to the Owner, the records relating to the calculation of Net Smelter Returns for such year shall be audited and any resulting adjustments in the payment of Net Smelter Returns payable to the Owner shall be made forthwith. A copy of the said audit shall be delivered to the Owner within 30 days of the end of such 90-day period.

3. Each annual audit shall be final and not subject to adjustment unless the Owner delivers to the Payor written exceptions in reasonable detail within six months after the Owner received the report. The Owner, or its representative duly authorized in writing, at its expense shall have the right to audit the books and records of the Payor related to Net Smelter Returns to determine the accuracy of the report, but shall not have access to any other books and records of the Payor. The audit shall be conducted by a chartered or certified public accountant of recognized standing. The Payor shall have the right to condition access to its books and records on execution of a written agreement by the auditor that all information will be held in confidence and used solely for purposes of audit and resolution of any disputes related to the report. A copy of the Owner’s report shall be delivered to the Payor and the amount which should have been paid according to the Owner’s report shall be paid forthwith, one party to the other. In the event that the said discrepancy is to the detriment of the Owner and exceeds 5% of the amount actually paid by the Payor, then the Payor shall pay the entire cost of the audit.

4. In the event smelting or refining are carried out in facilities owned or controlled, in whole or in part, by Payor, charges, costs and penalties with respect to such operations, excluding transportation, shall mean reasonable charges, costs and penalties for such operations but not in excess of the amounts that Payor would have incurred if such operations were carried out at facilities not owned or controlled by Payor then offering comparable custom services.

5. The Owner shall at their election have the right to take their Net Smelter Returns as it may pertain to precious metals defined as gold and platinum group elements in kind.