CRANBROOK PROPERTIES AGREEMENT

This Agreement is dated for reference the 14th day of September 2010

BETWEEN:

Ruby Red Resources Inc.
212, 1000 – 9th Avenue SW
Calgary, Alberta T2P 2Y6
Telephone: (403) 770-1346

(the above hereinafter referred to collectively as the "Optionor")

OF THE FIRST PART

AND:

1532063 Alberta Inc. (or the company name when publicly trading).
45 Elm Cresent
Stittsville, Ontario K2S 1S8

Telephone: (613) 831-9976

(the above hereinafter referred to as the "Optionee")

OF THE SECOND PART

WITNESSES THAT WHEREAS the Optionor is the recorded and beneficial owner of a 100% legal and beneficial interest in and to certain mineral claims situated in British Columbia, more particularly described in Schedule "A" attached hereto (collectively the "Property");

AND WHEREAS the Optionor desires to grant and the Optionee is desirous of obtaining an option to acquire an 80% undivided interest in and to the Property upon terms and subject to the conditions herein contained.

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

1. GRANT OF OPTION

The Optionor grants to the Optionee the sole, exclusive and irrevocable right and option (the "Option") to acquire up to an undivided 80% right, title and interest in and to the Property, in accordance with the terms of this Agreement.

2. OPTION ONLY

This is an option only and except as specifically provided otherwise, nothing herein contained shall be construed as obligating the Optionee to do any acts or make any payments hereunder and any act or acts, or payment or payments as shall be made hereunder shall not be construed as obligating the Optionee to do any further act or make any further payment. If the Option is terminated before the Option is exercised, the Optionee shall not be bound thereafter in debt, damages or otherwise under this Agreement, except as provided for in this Agreement, and all payments theretofore paid by the Optionee shall be retained by the Optionor for its own use absolutely.

3. TERMS OF THE OPTION

In order to maintain the Option in good standing and earn up to an 80% right, title and undivided interest in and to the Property, the Optionee, subject to paragraph 2, shall:

(a) pay to the Optionor $20,000 within 15 days of signing this agreement;

(b) pay to the Optionor a further $30,000 on or before the date which is 12 months from the date of signing;

(c) pay to the Optionor a further $40,000 on or before the date which is 24 months from the date of signing;

(d) pay to the Optionor a further $50,000 on or before the date which is 36 months from the date of signing;

(e) pay to the Optionor a further $75,000 on or before the date which is 48 months from the date of signing;

(f) complete a cumulative work commitment of $250,000 on or before the date which is 12 months from the date of signing, and maintain all Ruby Red's Rockies claims and Purcell Claims (less the Luv Property claims) in good standing for 2010;

(g) complete a cumulative work commitment of $750,000 on or before the date which is 24 months from the date of signing; and

(h) complete a cumulative work commitment of $1,250,000 on or before the date which is 36 months from the date of signing; and

(i) complete a cumulative work commitment of $2,500,000 on or before the date which is 48 months from the date of signing.

In the event the Optionee becomes a public company some of the cash can be paid by way of shares on a basis of the previous 10 day volume weighted average trading price and subject to Regulatory approval. The amount of cash to be paid on a share basis to be agreed upon by both parties.

4. EXERCISE OF THE OPTION AND FORMATION OF A JOINT VENTURE

Option to earn 60% interest

If the Optionee has paid a cumulative $140,000 to the Optionor and completed a cumulative $1,250,000 in work on the Properties on or before 36 months of signing the agreement, the Optionee shall be deemed to have exercised one part of the Option and will have acquired an undivided 60% right, title and interest in and to the Property.

Option to earn 80% interest

If the Optionee has paid a cumulative $215,000 to the Optionor and completed a cumulative $2,500,000 in work on the Properties on or before 48 months of signing, the Optionee shall be deemed to have exercised the Option and will have acquired an undivided 80% right, title and interest in and to the Property.

Formation of Joint Venture

Upon completion of the Expenditures and Work Commitment by the Optionee, and Exercise of the option at a 60% or 80% interest, as determined by the Optionee, the parties will negotiate in good faith and enter into a Joint Venture (JV) Agreement substantially in the form of Form 5A of the Rocky Mountain Mineral Law Foundation. The JV Agreement will provide that each party will contribute to the costs of the JV in proportion to its respective interests in the JV and the Agreement will contain other normal and customary terms, covenants, representations and warranties.

5. OPERATOR

During the term of the Option and any subsequent JV, the Optionee shall be the operator for purposes of developing and executing exploration programs.

6. ROYALTY INTEREST

During the JV period, if either party decides not to participate (Non-participant) in funding the projects then its interest in the JV will be diluted on a pro-rata basis, in accordance with the JV agreement entered into pursuant to section 4 hereof, to a 2% Net Smelter Royalty (NSR), calculated and payable from the Property in accordance with the provisions of Schedule "B" attached hereto. The participating company (Participant) will have the right to purchase ½ of the 2% NSR for $1,000,000, leaving the Non-participant with a 1% NSR.

7. RIGHT OF ENTRY

During the currency of the Option the Optionee and its employees, agents and any person duly authorized by the Optionor shall have the sole and exclusive right to:

(a) enter in, under and upon the Property;

(b) have exclusive and quiet possession thereof subject to the rights of the Optionor hereunder;

(c) do such prospecting, exploration, development or other mining work thereon and thereunder as the Optionee in its sole discretion may consider desirable;

(d) bring upon and erect upon the Property such mining facilities as the Optionee may consider advisable; and

(e) remove from the Property and dispose of reasonable quantities of ores, minerals and metals for the purposes of sampling, obtaining assays or making other tests.

8. NOTICE OF DEFAULT AND TERMINATION BY OPTIONOR

If the Optionee should be in default in making any payments or performing any other of its obligations hereunder, the Optionor may give written notice to the Optionee specifying the default. The Optionee shall not lose any rights granted under this Agreement so long as, within thirty (30) days after the giving of such notice of default by the Optionor, the Optionee shall cure or take steps to cure the specified default. If the Optionee fails to cure or take steps to cure the specified default within the thirty (30) day period, this Agreement shall terminate. Upon termination of this Agreement by the Optionor, the provisions of the paragraph in this Agreement entitled "Termination Prior to Acquisition of Interest" shall apply.

9. NO PRODUCTION OBLIGATION

The Optionee shall be under no obligation whatsoever to place the Property into production.

10. EXCLUSION OF PROPERTY

The Optionee shall have the right at any time and from time to time to elect to exclude from this Agreement any portion of the Property by not less than Ninety (90) days prior written notice to the Optionor of this election; provided that any portion of the Property so excluded shall be in good standing, free and clear of all liens, charges and encumbrances, and provided further that the Optionee, if requested by the Optionor in writing, shall deliver to the Optionor recorded transfers of any mineral claims and other property interests which are included in the portion of the Property so excluded in favour of the Optionor. Upon termination of a portion of the Property, the terminated portion of the Property shall be subject to the provisions of the paragraph in this Agreement entitled "Termination Prior to Acquisition of Interest".

11. COVENANTS OF THE OPTIONEE

During the currency of this Agreement, the Optionee shall:

(a) keep the Property in good standing by doing and filing of all assessment work and by the doing all other acts and things and making all other payments which may be necessary in that regard;

(b) permit the Optionor, or its representative, duly authorized by it in writing, at its own risk and expense, access to the Property at all reasonable times and to all records prepared by the Optionee in connection with work done or with respect to the Property, provided the Optionor shall not, without the prior written consent of the Optionee, such consent not to be unreasonably withheld, disclose any information obtained by it or communicated to it, to any third party except as may be required by regulatory bodies having jurisdiction over it; and

(c) conduct all work on or with respect to the Property in a careful and workmanlike manner and in compliance with the applicable laws of the jurisdiction in which the Property is located and indemnify and save the Optionor harmless from any and all claims, suits or actions made or brought against the Optionor as a result of work done by the Optionee on or with respect to the Property.

12. COVENANTS OF THE OPTIONOR

During the currency of this Agreement, the Optionor covenant and agree with the Optionee to:

(a) not do or permit or suffer to be done any act or thing which would or might in any way adversely affect the rights of the Optionee hereunder;

(b) make available to the Optionee and its representatives all records and files relating to the Property in its possession and permit the Optionee and its representatives to take abstracts therefrom and make copies thereof;

(c) co-operate with the Optionee in obtaining any water appropriation license, surface licenses and any other rights or licenses on or related to the Property, the Optionee deems necessary or desirable; and

(d) promptly provide the Optionee with any and all notices and correspondence from government or regulatory agencies in respect of the Property.

(e) allow the Optionee to transfer work between optioned claim blocks using contiguous property owned by the Optionor that is not part of this Agreement. If the Optionor decide to drop or sell such contiguous property then Optionor would give the Optionee the opportunity to acquire such property.

13. REPRESENTATIONS AND WARRANTIES OF THE OPTIONOR

The Optionor hereby represent and warrant to the Optionee that:

(a) the Optionor are the legal and beneficial owner of the Property;

(b) the Property consists of those mineral claims more particularly described in Schedule "A", all of which were duly and validly located and recorded in accordance with the applicable laws of British Columbia and are valid and subsisting as of the date of execution and delivery of this Agreement;

(c) the Property is in good standing, free and clear of all liens, charges and encumbrances;

(d) there are no pending or threatened actions, suits, claims or proceedings regarding the Property;

(e) there is no outstanding directive or order or similar notice issued by any regulatory agency, including agencies responsible for environmental matters, affecting the Property or the Optionor nor is there any reason to believe that such an order, directive or similar notice is pending. The Optionor also covenants that all work carried out on the Property has been done in full compliance with all applicable laws and regulations;

(f) the mineral claims Purchase and Sale Agreements between the Opitonor and each of (i) Jeanette Stevenson and Darlene Lavoie dated March 13, 2009, and (ii) Craig Kennedy and Peter Klewchuk ,dated March 25, 2009 are validly existing, in good standing, and to the best knowledge of the Optionor, are enforceable against such individuals, and such Agreements shall remain validly existing and in good standing for the entirety of the Term pursuant to which the Optionee may earn an interest on the property hereunder, and

(g) the Optionor have the exclusive right and authority to enter into this Agreement and to dispose of the Property in accordance with the terms hereof, and that no other person, firm or corporation has any proprietary or other interest in the same.

The representations and warranties of the Optionor herein before set out, form a part of this Agreement and are conditions upon which the Optionee has relied on in entering into this Agreement and shall survive the exercise of the Option by the Optionee. The Optionor shall indemnify and save the Optionee 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 contained in this Agreement. The Optionor acknowledge and agree that the Optionee has entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement and that no information which is now known or which may hereafter become known to the Optionee or its officers, directors or professional advisors shall limit or extinguish the right to indemnity hereunder. The Optionee may deduct the amount of any such loss or damage from any amounts payable by it to the Optionor hereunder.

14. TERMINATION PRIOR TO ACQUISITION OF INTEREST

If the Option is terminated, or if this Agreement is terminated prior to the exercise of the Option by the Optionee, the Optionee shall return to the Optionor forthwith exclusive and quiet possession of the claims listed in SCHEDULE A that have not been excluded (subject to paragraph 10), such claims to be returned in good standing, free and clear of all liens, charges and encumbrances.

15. ADDITIONAL TERMINATION

In addition to any other termination provisions contained in this Agreement, the Optionee shall at any time have the right to terminate its rights and future obligations under this Agreement by giving notice in writing of such termination to the Optionor, and in the event of such termination, the Optionee shall not earn any interest in the Property, and this Agreement, save and except for the provisions of the paragraph in this Agreement entitled "Termination Prior to Acquisition of Interest" hereof, shall be of no further force and effect.

16. FORCE MAJEURE

If the Optionee is prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lockouts, labour shortages, power shortages, fires, wars, acts of God, governmental regulations restricting normal operations or any other reason or reasons beyond the control of the Optionee, the time limited for the performance of the various provisions of this Agreement as set out above shall be extended by a period of time equal in length to the period of such prevention and delay. The Optionee, insofar as is possible, shall promptly give written notice to the Optionor of the particulars of the reasons for any prevention or delay under this paragraph, and shall take all reasonable steps to remove the cause of such prevention or delay and shall give written notice to the Optionor as soon as such cause ceases to subsist.

17. NOTICE

Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered or if mailed by registered mail in Canada, (save and except during the period of any interruption in the normal postal service within Canada) or sent by facsimile transfer to either party at the addresses first set out above and any notice given as aforesaid shall be deemed to have been given, if delivered or sent by facsimile transfer, when delivered or faxed, or if by mail, on the third business day after the date sent by mail . Either party may from time to time by notice in writing change its address for the purpose of this paragraph.

18. FURTHER ASSURANCES

The parties hereto agree to execute all such further or other assurances and documents and to do or cause to be done all acts necessary to implement and carry into effect the provisions and intent of this Agreement.

19. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

20. TITLES

The titles to the respective paragraphs hereof shall not be deemed to form part of this Agreement but shall be regarded as having been used for convenience of reference only.

21. SCHEDULES

The Schedules to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if they were contained in the body hereof.

22. VOID OR INVALID PROVISION

If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and in no way be affected, impaired or invalidated thereby.

23. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors or administrators as the case may be.

24. APPROVALS

The Optionee and the Optionor hereby acknowledge that this Agreement shall be subject to all necessary regulatory approvals.

25. ARBITRATION

If any question, difference or dispute shall arise between the parties or any of them in respect of any matter arising under or in connection with the subject matter of this Agreement, or in relation to the construction hereof, the same shall be determined by the award of a single arbitrator under the Arbitration Act, 1991 (Ontario) of the Province of Ontario, and the decision of the arbitrator shall in all respects be conclusive and binding upon all the parties.

26. ASSIGNMENT

This Agreement and any Agreement contemplated hereby may not be assigned by the Optionee without the written consent of the Optionor, such consent not to be unreasonably withheld.

27. AFTER-ACQUIRED PROPERTY

The area which is included within one kilometre of the outer most boundary of the Property shall be deemed to be an area of interest ("Area of Interest"). During the term of this Agreement any mineral claim staked by or on behalf of the Optionee or the Optionor within the Area of Interest shall be deemed to have been acquired on behalf of and for the benefit of the parties pursuant to the terms of this Agreement. This Agreement shall not extend beyond the Area of Interest and shall not affect mineral properties which the parties now hold or hereafter stake or acquire adjacent to the Area of Interest.

28. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

29. PRIOR AGREEMENTS

This Agreement contains the entire agreement between the parties in respect of the Property and supersedes all prior agreements between the parties hereto with respect to the Property, which said prior agreements shall be deemed to be null and void upon the execution hereof.

30. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

SIGNED, SEALED and DELIVERED by)
Ruby Red Resources Inc..)
)
)
Per: ______________________)
Richard Grayston - President & CEO

1532063 Alberta Inc.)
)
)
Per: ______________________)
John Keating - President & CEO)

SCHEDULE "B"

REFERRED TO IN THE AGREEMENT DATED FOR REFERENCE THE 14th DAY OF SEPTEMBER 2010 BETWEEN **RUBY RED RESOURCES INC.** AND **152063 ALBERTA INC.**

NET SMELTER RETURNS

1. For all metals, bullion or concentrates ("Products") mined or produced from the Property, the Participant (as defined in Section 6 above) shall pay to the Non-participant (as defined in Section 6 above) a Royalty equal to a percentage of the net smelter returns ("NSR") realized or deemed to be realized as hereinafter provided, from the sale or disposition of the Products.

2. The aforementioned percentage of the NSR shall be that determined in accordance with the provisions of Section 4 of the Agreement to which this Schedule B forms a part; and in the calculation of the Royalty, such percentage is applied to 100% of the NSR, as the case may be, regardless of dilution of the Participant's working interest or entitlement with respect to the Agreement, the Property or the Products.

3. Net Smelter Returns Royalty –Products

   a. Net smelter returns means the gross proceeds from the sale or disposition of Products removed from the Property after deducting the costs of treatment, tolling, smelting, refining and minting of such products and all costs associated therewith such as transporting, insuring, handling, weighing, sampling, assaying and marketing, as well as all penalties, representation charges, referee's fees and expenses, import taxes and export taxes; and the term "smelter" shall mean conventional smelters as well as any other type of production plant used in lieu of a conventional smelter to reduce concentrates.

   b. If smelting, refining, treatment, assay or sampling of Products is performed by facilities owned or controlled by the Participant or any of its affiliates, all charges, costs and penalties therefore to be deducted pursuant to the foregoing paragraph shall be equal to and not exceed actual costs incurred by the Participant in carrying out such processes and shall not exceed such amounts which the Participant would have incurred if such operations were conducted at facilities operating at arm's length to the Participant, and which were then offering comparable services for comparable quantities and quality of Products.

   c. The Participant shall have the right to commingle Products produced from the Property with metals, bullion or concentrates produced from other properties. Before commingling, Products from the Property shall be weighed, sampled, assayed, measured or gauged by the Participant in accordance with sound mining and metallurgical practices for moisture, penalty substances and payable content. Records shall be kept by the Participant for a reasonable time showing weights, moisture and assays of payable content. Prior to commingling, the Participant shall give thirty (30) days notice to the Non-participant specifying its decision to commingle and outlining the procedures it proposes to follow.

4. General

   a. Royalties shall accrue at the time of sale or deemed sale, as applicable, and they shall become due and payable in cash on a calendar quarter basis, on the twentieth (20th) day of the month next following the calendar quarter in which they accrue.

   b. At the time of making each Royalty payment to the Non-participant, the Participant shall provide the Non-participant with a certificate of a senior officer of the Participant certifying as to the accuracy of the calculations of the Royalty payment and setting out the method of the calculation thereof to which shall be attached a true copy of the related smelter or sales receipt or receipts.

   c. Net sales returns and net smelter returns upon the respective Products shall be calculated exclusively as provided herein, and the Royalty computed thereon shall be determined without regard to any "hedging", "forward", "futures" or comparable sales (collectively referred to as "future trading") of such Products by or on behalf of the Participant. The Non-participant shall not be entitled to any benefit of or be subject to any loss attributable to such future trading by the Participant.

SCHEDULE "A"

REFERRED TO IN THE AGREEMENT DATED FOR REFERENCE THE 14TH DAY OF SEPTEMBER 2010 BETWEEN **RUBY RED RESOURCES INC.** AND **1532063 ALBERTA INC.**

The Property consists of the following claims in British Columbia:

Dewdney Trail	Zinger	Eddy	Vine
515881	512227	503812	380410
515882	512228	512215	380411
515883	515845	512216	380412
515884	515846	512217	380413
515885	515847	512224	380414
515887	515850	516291	380415
515888	515851	516293	380416
515889	515852	516294	380417
515890	515853	516296	380418
515891	515854	516297	380419
515892	515855	516299	380420
515893	544570	516300	380421
515894	544571	516301	380422
515895	544572	516302	380423
515896	544573	516303	380424
515897	544574	516305	832821
515898	544575	516306	
515899	544576	516308	
515901	544577	516310	
515902	544578	516312	
516196	544579	516313	
516197	544580	516315	
516199	544581	516317	
516201	569233	516318	
516202		516319	
525611		528683	
535380		562994	
561745			
574250			
574252			
598117			
598118			
598119			
598120			
598121			
719042			