MATERIAL CHANGE REPORT

1. Reporting Issuer

Full name of the Issuer:

Miranda Gold Corp. (“Miranda” or the “Company”)

The address of the principal office in Canada of the reporting issuer is as follows:

Unit 1 – 15782 Marine Drive
White Rock, British Columbia
V4B 1E6

PHONE: (604) 536-2711

2. Date of Material Change

November 27, 2006

3. Press Release

The date and place(s) of issuance of the press release are as follows:

November 30, 2006

The Press Release was released to the TSX Venture Exchange being the only exchange upon which the shares of the Company are listed, and through various other approved public media.

4. Summary of Material Change(s):

Miranda Gold Corp. (“Miranda”) (TSX-V: MAD) has signed a binding Letter of Intent with White Bear Resources, Inc. (“White Bear”) whereby White Bear may earn up to a 70% joint venture interest in the Iron Point property, located at the intersection of the Battle Mountain –Eureka and Getchell gold trends.

5. Full Description of Material Change

On November 27th, 2006 Miranda entered into a binding Letter of Intent with White Bear, to be replaced by a definitive Exploration and Option to Enter a Joint Venture Agreement (“Agreement”) based on Form 5A, a draft of which Miranda will endeavour to prepare as soon as payment is received, whereby White Bear can earn a 60% interest by spending $2,500,000 over five years. Both parties will work diligently toward completion of the Agreement. A work expenditure of $100,000 is obligated in the first year and escalates in following years. White Bear may then elect to earn an additional 10% interest (for a total of 70%) by funding a positive Feasibility Study. All currency is expressed in US Dollars. White Bear paid Miranda $20,000 on execution of the Letter of Intent.

Subject to regulatory approval, and upon execution of the definitive option and joint venture agreement, White Bear shall deliver 100,000 of its common shares to Miranda. A second issue of shares is due upon the First Anniversary date of the Agreement.

The Iron Point Project area covers 5.8 square miles (14.9 square kilometers) consisting of 178 unpatented lode mining claims. Miranda holds title to 150 of the claims and has a leasehold interest on an additional 28 claims. The project is favorably located at the intersection of the Battle Mountain-Eureka trend with the Getchell Trend. Major producing mines within a 25-mile radius of the project represent over 30 million ounces of mined and remaining gold reserves. Airborne magnetic surveys conducted by the US Geological Survey suggest multiple strands of the ore-controlling Getchell fault system cut through the project area.

Initial Earn-in

White Bear will spend $2.5 million in project work expenditures from the date of the agreement over a period of five years and a schedule of the minimum expenditures is as follows. The Year 1 and Year 2 expenditures are an obligation.

Date	Annual Expenditures	Cumulative Expenditures
Year 1	$100,000	$100,000
Year 2	$200,000	$300,000
Year 3	$500,000	$800,000
Year 4	$700,000	$1,500,000
Year 5	$1,000,000	$2,500,000

Upon completion of expenditures of $2,500,000 White Bear will have earned a 60% interest in the Project and the parties will continue as joint venture partners. White Bear may accelerate its expenditures to earn its interest at an earlier date. Excess expenditures in any given year will be carried forward to the next year.

White Bear will pay 100% of all costs until they have earned a 60% interest thereafter the costs will be pro-rated to the respective interests in the project.

Additional Earn-in

At any time within 90 days following completion of the initial earn-in, White Bear will have the option to earn a further 10% interest in the project (total 70%) by preparing and bearing the costs of preparation of a positive feasibility study to acceptable industry standards. White Bear will have five years to complete the feasibility study and during this period will be obligated to spend $1 million or more each year, including all costs of maintaining the properties.

Should White Bear elect not to complete a feasibility study but retain a 60% interest in the project, as a condition of the continued effectiveness of the joint venture White Bear must expend $500,000 on the property each year. For each cumulative $1 million White Bear will earn an additional 1% in the joint venture to a maximum of an additional 10%. When White Bear has incurred additional expenditures in the cumulative amount of $10,000,000, the parties' participating interests will be White Bear 70%, Miranda 30%. If White Bear does not expend the required $1 million annually it shall be deemed to have elected to withdraw from the joint venture, the joint venture will be terminated and the property will revert to Miranda without White Bear retaining any interest.

On completion of the additional earn-in requirements standard straight line dilution shall apply.

Should either party's interest be reduced to five percent (5%) through dilution it will automatically revert to a 1.0% NSR Overriding Royalty and that party will have no further interest in the leasehold or joint venture.

6. Reliance on subsection 7.1(2) or (3) of National Instrument 51-102

Not Applicable

7. Omitted Information

Not Applicable

8. Executive Officer

The following senior officer of the Company is knowledgeable about the material change and may be contacted by the Commission at the following address and telephone number:

Doris Meyer, Chief Financial Officer and
Corporate Secretary
Unit 1- 15782 Marine Drive
White Rock, British Columbia
V4B 1E6
PHONE: (604) 536-2711

9. Date of Report

DATED at White Rock, British Columbia this 7th day of December 2006.

"Doris Meyer"
Doris Meyer, Chief Financial Officer and Corporate Secretary