MIRANDA MINING CORPORATION

SECURITIES ACT

AMENDED MATERIAL CHANGE REPORT UNDER
SECTION 85(1) OF THE *SECURITIES ACT* (BRITISH COLUMBIA)
SECTION 118(1) OF THE *SECURITIES ACT* (ALBERTA)
SECTION 75(2) OF THE *SECURITIES ACT* (ONTARIO)

1. **Reporting Issuer**

Miranda Mining Corporation ("Miranda")
Norte 79-A, #190
Col. Clavena
02080 Mexico, D.F. Mexico
PR-01-02

2. **Date of Material Change**

September 3, 2003

3. **Press Release**

A press release disclosing the material change was issued in Vancouver, British Columbia, on September 4, 2003.

4. **Summary of Material Change**

On September 3, 2003, Miranda announced that Wheaton River Minerals Ltd. ("Wheaton River") will make an offer to acquire all of Miranda's common shares for a total cash consideration of US$38.62 million. Based on 72,002,535 Miranda common shares outstanding on a fully-diluted basis, this equates to US$0.53637 per share (C$0.740 per share at an exchange rate of C$/US$ of 0.7245).

5. **Full Description of Material Change**

On September 3, 2003, Miranda announced that Wheaton River will make an offer to acquire all of Miranda's common shares for a total cash consideration of US$38.62 million. Based on 72,002,535 Miranda common shares outstanding on a fully-diluted basis, this equates to US$0.53637 per share (C$0.740 per share at an exchange rate of C$/US$ of 0.7245).

Miranda entered into a pre-acquisition agreement on September 3, 2003 (the "Pre-Acquisition Agreement") with Wheaton River pursuant to which Wheaton River has agreed to make an all cash take-over bid (the "Offer") to acquire all of Miranda's common shares for a total cash consideration of US$38.62 million, representing a price of US$0.53637 per Miranda common share on a fully-diluted basis.

The Pre-Acquisition Agreement contains provisions which allow Wheaton River to reduce the amount of consideration payable to the Miranda shareholders in certain circumstances. In particular, Miranda has provided Wheaton River with a list of all adjustments estimated by Miranda that are required to be made to the current liabilities of Miranda as at June 30, 2003 to fairly present such amounts as at August 31, 2003 after taking into account all of Miranda's closing costs and expenses relating to the Offer. Miranda agreed that the aggregate amount of the consideration payable to the Miranda shareholders would be reduced should it be determined that Miranda's actual increase in current liabilities from June 30, 2003 to August 31, 2003, net of any increase in current assets from June 23, 2003 to August 31, 2003, after taking into account all of Miranda's closing costs and expenses and the proceeds from the exercise of all warrants, options and other convertible securities of Miranda prior to completion of the Offer, exceeds the total amount of the adjustments to current liabilities, as notified to Wheaton River, by more than US$100,000. In such event the consideration payable to the Miranda shareholders would be reduced by the amount in excess of US$100,000.

Wheaton River's obligation to conclude the transaction is subject to the following conditions, each of which must be satisfied or waived by Wheaton River:

(a) there shall have been validly deposited under the Offer, and not withdrawn, at least 90% of the total number of outstanding Miranda common shares (calculated on a diluted basis) (the "Minimum Condition");

(b) all outstanding options, warrants and rights, if any, to acquire Miranda common shares, including all securities convertible into Miranda common shares shall have been exercised, cancelled or otherwise dealt with on terms satisfactory to Wheaton River acting in its sole discretion and Miranda shall have amended any share option or other incentive plan so as to facilitate such actions;

(c) all other necessary government and regulatory approvals and consents (including without limitation, a ruling of the Canadian securities regulatory authorities as to certain issues associated with the Teck Agreement and those of any stock exchange or other regulatory authority), shall have been obtained on terms acceptable to Wheaton River in its discretion and no objection or opposition shall have been filed, initiated or made by any governmental or regulatory body during any applicable statutory or regulatory working or other period;

(d) there shall not have occurred either (i) on or after the date of the Offer, or (ii) prior to the date of the Pre-Acquisition Agreement but without the knowledge of Wheaton River, any change (or any condition, event or development which could reasonably be expected to result in a change) in the business, operations, assets, liabilities (whether absolute, accrued, contingent or otherwise), capitalization, condition (financial or otherwise), or results of operations of Miranda or any of its subsidiaries taken as a whole which has or may reasonably be expected to have a material adverse effect on the value of Miranda or any of its subsidiaries;

(e) there shall not be any prohibition in law (including, without limitation, any statute, regulation, rule, order or injunction) enjoining or prohibiting the sale to or the purchase by Wheaton River, directly or indirectly, of the Miranda common shares in accordance with the Offer or the right of Wheaton River to own Miranda common shares;

(f) Miranda shall not be in default in any material respect of any of its obligations under the Pre-Acquisition Agreement and the representations and warranties made by Miranda in the Pre-Acquisition Agreement that are not qualified as to materiality shall be true and correct in all material respects and the representations and warranties of Miranda that are qualified as to materiality shall be true and correct as of each date Miranda common shares are taken up and paid for under the Offer, as the case may be, and the Pre-Acquisition Agreement shall not have been otherwise terminated in accordance with its terms;

(g) there shall not be (i) any outstanding act, action, suit, investigation or proceeding taken or threatened before or by any domestic or foreign arbitrator, court or tribunal or any governmental agency or other regulatory authority or any administrative agency or commission or by any elected or appointed public official or private person (including, without limitation, any individual, corporation, firm, group or other entity) in Canada or elsewhere, or (ii) any law, regulation or policy proposed, enacted, promulgated or applied, in each case: (A) to cease trade, enjoin, prohibit or impose material limitations or conditions on the purchase by or the sale to Wheaton River of the Miranda common shares pursuant to the Offer or the right of Wheaton River to own or exercise full rights of ownership of the Miranda common shares, or (B) which, if the Offer were consummated, could materially and adversely affect Miranda and its subsidiaries taken as a whole or which could prevent completion of the acquisition by Wheaton River of the Miranda common shares pursuant to a subsequent acquisition transaction;

(h) the consulting agreement and all amendments and supplements thereto (the "Consulting Agreement") made between Compania Minera Nukay S.A. de C.V. ("Nukay") and Industrias Miral S.A. de C.V. ("Industrias") shall have been terminated in a manner satisfactory to Wheaton River and each of Industrias and Enrique Miranda-Paz shall have released each Miranda subsidiary and Wheaton River from any and all liability and obligation, past, present or future, under the Consulting Agreement including, without limitation, any and all liability in respect of such termination; and

(i) the transaction with Teck Cominco shall have been completed in accordance with the Teck Agreement.

The foregoing conditions are for the exclusive benefit of Wheaton River and may be asserted by Wheaton River regardless of the circumstances and may be waived by Wheaton River in its sole discretion, in whole or in part, individually or collectively, at any time and from time to time without prejudice to any other rights that Wheaton River may have under the Offer.

Principal shareholders of Miranda, who together own or control an aggregate of 61.43% of the fully diluted common shares of Miranda, have entered into Lock-Up and Support Agreements with Wheaton River pursuant to which they have irrevocably committed to tendering their common shares of Miranda to Wheaton River's offer and to otherwise support the transaction.

The board of directors of Miranda has received an opinion from Macquarie North America Ltd. that the price of US$0.53637 cash per share is fair from a financial point of view to the shareholders of Miranda and has unanimously recommended that Miranda's shareholders accept Wheaton River's offer.

On May 28, 2003, Miranda announced that its board of directors had initiated a review of alternatives to maximize shareholder value. In conjunction with the strategic review, Miranda and Teck Cominco Limited ("Teck Cominco") entered into an agreement pursuant to which Miranda and Teck Cominco agreed to jointly offer the opportunity for a purchaser to acquire all of Teck Cominco's interests in Minera Nuteck S.A. de C.V. ("Nuteck"), the owner of the Los Filos property in Mexico, and all of Miranda's common shares. In conjunction with this transaction, Wheaton River has also entered into an agreement with Teck Cominco to acquire Teck Cominco's interest in Nuteck.

The offer will be made by way of an all cash take-over bid to be governed by applicable securities laws. Offering materials and a directors' circular containing the recommendation of Miranda's board of directors are expected to be mailed no later than September 17, 2003.

The take-over bid will be subject to customary terms and conditions, including the condition that at least 90% of the common shares of Miranda are tendered to the bid. The bid will also be subject to Wheaton River completing the acquisition of Teck Cominco's interest in Nuteck.

6. Reliance on Section 85(2) of the Act

N/A

7. Omitted Information

N/A

8. Senior Officers

For further information about this material change, contact Richard Wittall at (604) 605-4650.

9. Statement of Senior Officer

The foregoing accurately discloses the material change referred to herein.

DATED at Mexico City, Mexico, this 17th day of September, 2003.

(signed)
Enrique R. Miranda-Paz
President and Chief Executive Officer