THIS AMENDMENT TO VENDING AGREEMENT made as of the 30th day of November, 2006.

B E T W E E N :

A.L. PARRES LTD.,

(herein called the "Vendor")

OF THE FIRST PART

- and -

EDDA RESOURCES INC.,
a corporation incorporated under the laws of the Province of Ontario,

(herein called the "Corporation")

OF THE SECOND PART

WHEREAS the Vendor is the beneficial owner of a one hundred percent (100%) interest in four (4) claim blocks covering 1016 hectares in the Sourdough Bay and Mikanagan Faults Area, Flin Flon District, Manitoba known as Duff-4935, Duff-5050, Duff-4881 and Duff-4882 in Manitoba (**the "Claims"**);

AND WHEREAS the Vendor and the Corporation entered into a Vending Agreement on October 27, 2005 (the "**Vending Agreement**");

AND WHEREAS no work has been performed on the Claims;

AND WHEREAS the Corporation has paid $12,700.00 in cash in lieu of work (**the "Cash Payments"**) to keep the Claims in good standing;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the payment of ten dollars ($10.00) by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree each with the other as follows:

1. The Corporation agrees to pay sufficient cash in lieu of work to keep the DUFF 4881 and DUFF 4882 claims in good standing for a further year until December 19, 2007. The Corporation will use its best efforts to perform sufficient work on the Claims to keep DUFF 4935 in good standing until April 27, 2008 and to keep DUFF 5050 in good standing until May 25, 2008, failing which it shall make the necessary cash payment in lieu of work to keep such claims in good standing until the dates indicated above.

2. The Vending Agreement is hereby amended as follows:

a) the Corporation shall have until September 30, 2007 to lift the Cease-Trading Order, failing which the Cash Payments plus the additional payments and/or work referred to in paragraph 1 above shall be deemed to have satisfied the $25,000 expenditure referred to paragraph 3(b) of the Vending Agreement and the provisions of paragraph 3(b) of the Vending Agreement shall apply subject to the amendment referred to in paragraph 2(b) below; and

b) the JVA referred to in paragraph 3(b) of the Vending Agreement shall became an Option and Joint Venture Agreement and the Corporation shall have the option to earn a further 75% working interest in the Claims at the rate of a 25% interest for each $25,000 spent on exploration of the Claims. Any funds expended on work on the Claims after the date of this Amendment to Vending Agreement in excess of $12,300 shall be credited towards the option expenditure requirements referred to in this paragraph 2(b). The Corporation shall have until September 30, 2008 to earn its further interest in the Claims. If it has not earned a 100% interest, the parties shall enter into a joint venture with the Corporation holding the interest it has earned (the "**Corporation's Interest**") between 25% and 75% and the Vendor holding an interest equal to 100% minus the Corporation's Interest. During the option period, the Corporation shall be obligated to perform sufficient work and/or make sufficient payments to keep the Claims in good standing for a further year beyond the dates indicated in paragraph 1 above. The Corporation shall be free to abandon the Claims and its obligations under the Vending Agreement, as amended hereby, at any time on or before October 27, 2007 and in such circumstances shall transfer the Claims back to the Vendor.

3. The Vendor acknowledges that if the Cease-Trading Order is lifted before September 30, 2007 and the 100,000 Common Shares of the Corporation have been issued to the Vendor, the Corporation shall hold a 100% interest in the Claims subject only to the 3% Net Smelter Returns Royalty referred to in paragraph 5 of the Vending Agreement.

4. All other terms and conditions of the Vending Agreement shall continue to apply.

5. The recitals set out above shall form an integral part of this Agreement.

6. This Amendment to Vending Agreement may be executed by facsimile and in one or more counterparts, each of which shall be considered an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

SIGNED, SEALED and DELIVERED	)	**A.L. PARRES LTD.**
	)	"*Bev Borgstrom*"
	)	Per:______________________________
	)	**A.S.O.**
	)	**EDDA RESOURCES INC.**
	)	"*William R. Johnstone*"
	)	Per:______________________________
	)	**A.S.O.**