

Recorded at the request of and
when recorded return to:
Seven Gold Corporation
c/o Thomas P. Erwin
Erwin Thompson & Hascheff
One East Liberty Street, Suite 424
Reno, Nevada 89501

Instructions to Recorder:

1. Index under real estate records.
2. Index under Uniform Commercial Code records

Memorandum of Joint Venture Agreement

Notice is given that Silver Eagle Natural Resources, Inc., a Nevada corporation ("SENR"), Jon P. Broderick ("Broderick") and Seven Gold Corporation, a Nevada corporation ("SGC"), have entered into the NEVCO/Silver Eagle Joint Venture Agreement (the "Agreement") dated effective the effective date of this Memorandum of Joint Venture Agreement (the "Memorandum"). Notice is also given that:

1. Pursuant to the Agreement, SENR has contributed to the purposes of the Agreement all of its right, title and interest in and to the patented and unpatented mining claims, leasehold interests, water rights, contract rights and other property, tangible and intangible, identified in Exhibit A attached to and by this reference incorporated in this Agreement, situated in Eureka County, Nevada, (collectively the "Properties"), and SENR and SGC have agreed to participate in the exploration, evaluation and development of mineral resources within the Properties or any other properties acquired under the terms of the Agreement.

2. Under the Agreement, SGC's failure to make its Initial Contribution (as defined in the Agreement) may be deemed to be a withdrawal of SGC from the Agreement and the termination of its right to earn a participating Interest (as defined in the Agreement), including its interest in the Properties, subject to SGC's right to cure such failure as provided in the Agreement.

3. Under the Agreement, title to the Properties shall be held by SENR subject to the terms of the Agreement. Under the Agreement on vesting of SGC's Initial Participating Interest, the Initial Participating Interest of SENR will be forty-nine percent (49%) and the Initial Participating Interest of SGC will be fifty-one percent (51%). Under the Agreement each of the Participants has waived and released all rights of partition, or of sale in lieu of partition, or any other division of Assets (as defined in the Agreement), including any such rights provided by statute, until termination of the Venture pursuant to the Agreement.

4. Under the Agreement, venture operations shall be conducted in the name of the "NEVCO/Silver Eagle Joint Venture" or some other acceptable name. SENR and SGC have executed and filed, or will execute and file, a fictitious name certificate to transact business under such name.

5. Nothing contained in the Agreement constitutes either SENR or SGC the partner of the other, nor, except as expressly provided in the Agreement, constitutes either SENR or SGC agent or legal representative of the other, nor does anything in the Agreement create any fiduciary relationship among the parties. The Agreement provides that it is not the intention of the parties to create, nor shall the Agreement be construed to create, any mining, commercial, or other partnership, and neither SENR nor SGC shall have any authority to act for or assume any obligation or responsibility on behalf of the other, except as expressly provided in the Agreement. The rights, duties, obligations and liabilities of SENR and SGC shall be several and not joint or collective, and each of SENR and SGC shall be responsible only for its respective obligations as described in the Agreement and shall be responsible only for its respective share of the costs and expenses as provided in the Agreement, it being the express purpose and intention of SENR and SGC that their ownership of assets and the rights acquired under the Agreement shall be as tenants in common.

6. Under the Agreement each Participant has granted to each other Participant a security interest, lien and charge on such Participant's right to receive either Products (as defined in the Agreement) in kind or proceeds from the sale of Products and such Participant's interest in the Assets to secure advances made by the Participant or on behalf of any such other Participant.

7. Each Participant's right to transfer its Participating Interest is subject to certain conditions and restrictions described in the Agreement. Under certain circumstances, as described in the Agreement, each Participant shall have the preemptive right to acquire the Participating Interest on the proposed sale of such Participating Interest by any other Participant.

8. The term of the Agreement is the same as described in the Mining Lease Agreement among Jon P. Broderick and Margaret C. Broderick, husband and wife, Silver Eagle Resources Ltd., a British Columbia corporation, and Silver Eagle Gold, Inc., now known as Silver Eagle Natural Resources, Inc., dated effective January 20, 1992, for which the Memorandum of Mining Lease and Notice of Non-Responsibility was recorded in the Office of the Eureka County Recorder on February 27, 1992, Document 140003, Book 232, Official Records, Pages 244-247, affecting the High Dollar Nos. 1-28 and 31-48 unpatented mining claims, Bureau of Land Management Serial Nos. 460793-460838. The interest of Margaret C. Broderick in the Mining Lease Agreement, and the property subject to it, was assigned by Margaret C. Broderick to Jon P. Broderick.

9. Broderick has executed the Agreement to confirm, acknowledge and consent to its terms as lessor under the Mining Lease described in Section 8 above and to consent to the

assignment to SGC of certain rights in the Lease as provided in the Agreement and to be bound by the terms of the Agreement and the sale of Broderick's interest in certain rights as provided in the Agreement.

10. Copies of the Agreement are in the possession of SENR and SGC at their respective addresses which for purposes of the Agreement and this Memorandum of Agreement are:

If to SGC: Seven Gold Corporation
c/o Thomas P. Erwin
Erwin Thompson & Hascheff
One East Liberty Street, Suite 424
Reno, Nevada 89501

and to: Seven Gold Corporation
c/o John C. Butt
115 Apple Creek Blvd., Suite 202
Markham, Ontario, Canada L3R 6C9

If to SENR or:
to Broderick 2420 North Huachuca Drive
Tucson, Arizona 85745-1202

Dated effective August 15, 1996.

Silver Eagle Natural Resources, Inc.

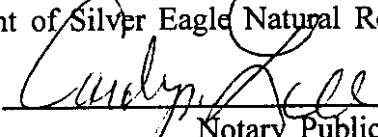
By Jon P. Broderick
Jon P. Broderick, President

Seven Gold Corporation
John C. Butt
John C. Butt, President

Jon P. Broderick
Jon P. Broderick

STATE OF ARIZONA,)
)ss.
COUNTY OF PIMA.)

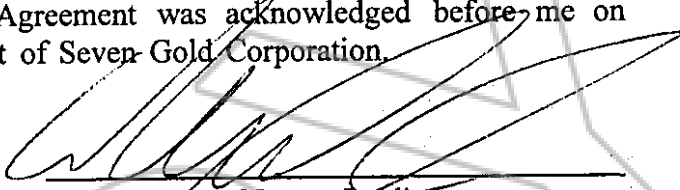
This Memorandum of Joint Venture Agreement was acknowledged before me on October 4, 1996, by Jon P. Broderick as president of Silver Eagle Natural Resources, Inc.



Notary Public
My commission expires: 12-8-97

PROVINCE OF ONTARIO)
)ss.
)

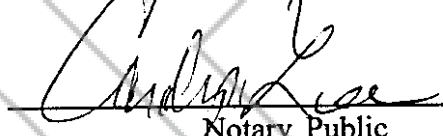
This Memorandum of Joint Venture Agreement was acknowledged before me on October 4, 1996, by John C. Butt as president of Seven Gold Corporation.



Notary Public
My commission expires: does not
have

STATE OF ARIZONA,)
)ss.
COUNTY OF PIMA.)

This Memorandum of Joint Venture Agreement was acknowledged before me on October 4, 1996, by Jon P. Broderick.



Notary Public
My commission expires: 12-8-97

EXHIBIT "A"

DESCRIPTION OF PROPERTY

*Maggie Creek Mining District
Eureka County, Nevada
Sections 8 & 20,
T33N, R51E, M.D.B. & M.*

<u>Claim Name</u>	<u>Loc. Date</u>	<u>Recorded</u>	<u>BLM Ser. No.</u>
High Dollar No. 1	31 Oct. 1987	B. 171, P. 587	NMC 460,793
High Dollar No. 2	31 Oct. 1987	B. 171, P. 588	NMC 460,794
High Dollar No. 3	31 Oct. 1987	B. 171, P. 589	NMC 460,795
High Dollar No. 4	31 Oct. 1987	B. 171, P. 590	NMC 460,796
High Dollar No. 5	31 Oct. 1987	B. 171, P. 591	NMC 460,797
High Dollar No. 6	31 Oct. 1987	B. 171, P. 592	NMC 460,798
High Dollar No. 7	31 Oct. 1987	B. 171, P. 593	NMC 460,799
High Dollar No. 8	31 Oct. 1987	B. 171, P. 594	NMC 460,800
High Dollar No. 9	31 Oct. 1987	B. 171, P. 595	NMC 460,801
High Dollar No. 10	31 Oct. 1987	B. 171, P. 596	NMC 460,802
High Dollar No. 11	30 Oct. 1987	B. 171, P. 597	NMC 460,803
High Dollar No. 12	30 Oct. 1987	B. 171, P. 598	NMC 460,804
High Dollar No. 13	30 Oct. 1987	B. 171, P. 599	NMC 460,805
High Dollar No. 14	30 Oct. 1987	B. 171, P. 600	NMC 460,806
High Dollar No. 15	30 Oct. 1987	B. 171, P. 001	NMC 460,807
High Dollar No. 16	30 Oct. 1987	B. 171, P. 002	NMC 460,808
High Dollar No. 17	30 Oct. 1987	B. 171, P. 003	NMC 460,809
High Dollar No. 18	30 Oct. 1987	B. 171, P. 004	NMC 460,810
High Dollar No. 19	30 Oct. 1987	B. 171, P. 005	NMC 460,811
High Dollar No. 20	30 Oct. 1987	B. 171, P. 006	NMC 460,812
High Dollar No. 21	30 Oct. 1987	B. 171, P. 007	NMC 460,813
High Dollar No. 22	30 Oct. 1987	B. 171, P. 008	NMC 460,814
High Dollar No. 23	30 Oct. 1987	B. 171, P. 009	NMC 460,815
High Dollar No. 24	30 Oct. 1987	B. 171, P. 010	NMC 460,816
High Dollar No. 25	16 Dec. 1987	B. 171, P. 011	NMC 460,817
High Dollar No. 26	16 Dec. 1987	B. 171, P. 012	NMC 460,818
High Dollar No. 27	16 Dec. 1987	B. 171, P. 013	NMC 460,819
High Dollar No. 28	16 Dec. 1987	B. 171, P. 014	NMC 460,820
High Dollar No. 31	30 Oct. 1987	B. 171, P. 015	NMC 460,821
High Dollar No. 32	30 Oct. 1987	B. 171, P. 016	NMC 460,822
High Dollar No. 33	30 Oct. 1987	B. 171, P. 017	NMC 460,823
High Dollar No. 34	30 Oct. 1987	B. 171, P. 018	NMC 460,824
High Dollar No. 35	30 Oct. 1987	B. 171, P. 019	NMC 460,825
High Dollar No. 36	30 Oct. 1987	B. 171, P. 020	NMC 460,826

<u>Claim Name</u>	<u>Loc. Date</u>	<u>Recorded</u>	<u>BLM Ser. No.</u>
High Dollar No. 37	30 Oct. 1987	B. 171, P. 021	NMC 460,827
High Dollar No. 38	30 Oct. 1987	B. 171, P. 022	NMC 460,828
High Dollar No. 39	30 Oct. 1987	B. 171, P. 023	NMC 460,829
High Dollar No. 40	30 Oct. 1987	B. 171, P. 024	NMC 460,830
High Dollar No. 41	31 Oct. 1987	B. 171, P. 025	NMC 460,831
High Dollar No. 42	31 Oct. 1987	B. 171, P. 026	NMC 460,832
High Dollar No. 43	31 Oct. 1987	B. 171, P. 027	NMC 460,833
High Dollar No. 44	31 Oct. 1987	B. 171, P. 028	NMC 460,834
High Dollar No. 45	31 Oct. 1987	B. 171, P. 029	NMC 460,835
High Dollar No. 46	31 Oct. 1987	B. 171, P. 030	NMC 460,836
High Dollar No. 47	16 Dec. 1987	B. 171, P. 031	NMC 460,837
High Dollar No. 48	16 Dec. 1987	B. 171, P. 032	NMC 460,838

Claim Maps

High Dollar No. 1-10, (Sec 8, T33N, R51E)

Eureka Co. File No. 115,861

High Dollar No. 11-28 & 31-48 (Sec. 20, T33N, R51E)

Eureka Co. File No. 115,898

BOOK 302 PAGE 400
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Erwin Thompson & Laschoff
 96 OCT 30 PM 2:36
 EUREKA COUNTY NEVADA
 M.N. REBALEATI, RECORDER
 FILE NO. FEES 37.00

164964

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 BOOK 302 PAGE 405